

Unit No. 2A

SOURCE	Union		
EFF.	86	10	01
TERM.	88	09	30
No. OF EMPLOYEES	264		
NOMBRE D'EMPLOYÉS	A.B.		

COLLECTIVE AGREEMENT

BETWEEN

THE WELLESLEY HOSPITAL  
(CLERICAL UNIT)

- AND -

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 204  
A.F.L., C.I.O., C.L.C.

EXPIRY: SEPTEMBER 30, 1988

10/20/88 14 1988

(57070)

INDEX

ARTICLE		PAGE
Article 1	Purpose .....	1
Article 2	Recognition .....	1
Article 3	Relationship .....	2
Article 4	Union Security .....	2
Article 5	No Strikes or Lockouts .....	3
Article 6	Management Functions .....	3
Article 7	Negotiating Committee .....	4
Article 8	Union Administrative Committee and Stewards ..	4
Article 9	Grievance Procedure .....	5
Article 10	Arbitration .....	7
Article 11	Discharge Cases .....	8
Article 12	Seniority .....	8
Article 13	Job Posting .....	12
Article 14	Bulletin Boards .....	14
Article 15	Wages .....	14
Article 16	Pay Day .....	16
Article 17	Accommodation .....	16
Article 18	Relief and Break Periods .....	17
Article 19	Hours of Work .....	17
Article 20	Shift Premium .....	20
Article 21	Paid Holidays .....	21
Article 22	Vacations .....	22
Article 23	Health and Welfare .....	24
Article 24	Leave of Absence .....	26
Article 25	Bereavement Leave .....	30
Article 26	Jury Duty .....	30
Article 27	Definitions .....	31
Article 28	Workers' Compensation .....	31
Article 29	Technological Change .....	31
Article 30	Health and Safety .....	32
Article 31	Duration, Renewal and Termination .....	33
	Schedule "A" Clerical Wage Rates .....	35
	Letter of Intent .....	38

COLLECTIVE AGREEMENT

Between

THE WELLESLEY HOSPITAL  
(Clerical Unit)  
(hereinafter called "the Hospital")

and

SERVICE EMPLOYEES INTERNATIONAL UNION, a voluntary union  
of employees affiliated with the  
A.F. of L., C.I.O., and C.L.C.  
representing certain employees of the Hospital  
through its Local 204.  
(hereinafter called "the Union" )

The parties hereto agree as follows:

**ARTICLE 1 - PURPOSE**

1.01 The purpose of the Agreement is to establish an orderly collective relationship between the Employer and the classifications of employees represented by the Union which will not interfere with the successful operations of The Wellesley Hospital as a public service institution intended to provide adequate hospital and clinical service to the general public.

**ARTICLE 2 - RECOGNITION**

2.01 The Hospital recognizes the Union as the sole bargaining agent for all office and clerical employees employed by The Wellesley Hospital in the Municipality of Metropolitan Toronto, save and except. supervisors, persons above the rank of supervisor, secretaries to the President, Vice Presidents, Directors of Nursing Services, Director of Management Systems, Director of Personnel, Director of Medical Administration, Director Quality Assurance Programs, Chairman of the Medical Advisory Committee, secretary to the Medical Staff Committee, persons regularly employed for not more than twenty-one (21) hours per week, students employed during the school vacation period, persons covered by subsisting collective agreements or certification.

For the purposes of clarity the parties agree that the Health Records Administrators, Health Records Technicians, Librarians, Systems Analyst, Social Workers and Graduate Dietitians are not office and clerical employees. The parties further agree that the following classifications are not included in the bargaining unit.

Assistant to the Director of Public Relations,  
Executive Assistant,

Confidential Personnel Assistants  
Supervisor: of Communications

### ARTICLE 3 - RELATIONSHIP

- 3.01 (a) The parties agree that, in accordance with the provisions of the Ontario Human Rights Code, there shall be no discrimination against any employee by the Union or the Hospital by reason of race, creed, colour, age, sex, marital status, nationality, ancestry or place of origin.
- (b) Each of the parties hereto agree that: there will be no discrimination, interference, restraint or coercion exercised or practised upon any employees because of membership or lack of membership in the Union which is hereby recognized as a voluntary act on the part of the individual concerned.

### ARTICLE 4 - UNION SECURITY

4.01 The Hospital shall deduct the regular monthly Union Dues as determined by the Union in the month following the month in which the employee is hired as a condition of employment. The Union will provide the Hospital with written notice of any change.

4.02 It is mutually agreed that arrangements will be made for a Union representative accompanied by the Chief Steward of the Clerical Bargaining Unit if so desired, to interview each new employee in the month following the completion of her probationary period for the purpose of informing such an employee of the existence of the Union in the Hospital and the benefits accruing from membership in the Union. The Hospital shall advise the Union monthly as to the names of the persons listed for interview and time and place on the premises of the Hospital designated for each such interview, the duration of which shall not exceed fifteen (15) minutes. The Hospital may, if it so desires, have a representative present at any such interview.

4.03 Union dues shall be deducted from the first pay during each calendar month as certified by the Service Employees Union, Local 204. The Hospital shall remit the sum deducted to the Secretary-Treasurer of the Local Union before the 25th day of the month, along with the names for whom the dues were deducted.

4.04 No person shall lose her job as a result of denial of Union Membership or expulsion from the Union, except: by reason of her failure to pay monthly Union dues uniformly levied on the membership.

4.05 The Union shall save the Hospital harmless from any and all claims which may be made by employees for amounts deducted from pay as herein provided.

4.06 The Hospital shall not contract out any work usually performed by members of this bargaining unit if, as a result of such contracting out, a lay-off 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 if employed with similar terms and conditions.

4.07 Supervisors excluded from the bargaining unit shall not perform duties normally performed by employees in the bargaining unit which shall directly cause or result in the layoff, loss of seniority or service or reduction in benefits to employees in the bargaining unit.

#### ARTICLE 5 - NO STRIKE!: OR LOCKOUTS

5.01 There shall be no strikes or lockouts so long as this collective 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 - MANAGEMENT FUNCTIONS

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

- (a) maintain order, discipline and efficiency;
- (b) hire, discharge, direct, classify, transfer, promote, demote, lay off and suspend or otherwise discipline employees for cause provided that a claim of discriminatory classification, promotion, demotion or transfer or a claim that an employee has been unjustly discharged or disciplined may be the subject of a grievance and dealt with in accordance with the provisions of the grievance procedure. The hospital agrees to supply the Chief Steward with copies of disciplinary action reports issued against members of the bargaining unit;
- (c) establish and enforce rules and regulations to be observed by employees, provided that they are not inconsistent with the provisions of this Agreement,.
- (d) generally to manage and operate the Hospital in all respects in accordance with its obligations and with-

out: restricting the generality of the foregoing , to determine the kinds and locations of machines, equipment to be used, the allocation and number of employees required from time to time, the standards of performance for all employees and all other matters concerning the Hospital's operations, not otherwise specifically dealt with elsewhere in this agreement.

#### ARTICLE 7 - NEGOTIATING COMMITTEE

7.01 It is mutually agreed that the Union has the right to elect or otherwise select a Negotiating Committee consisting of up to five (5) representatives, one (1) of which shall be the Chief Steward. Should the Hospital agree to negotiate jointly with other hospitals, a maximum of up to three (3) of these representatives shall have the right to attend the joint negotiations. All members of the Committee shall be regular employees of the Hospital who have completed their probationary period. The Hospital members of the Committee will be paid by the Hospital for time used during normally scheduled working hours in negotiations of this Agreement, or its successor, prior to arbitration.

#### ARTICLE 8 - UNION ADMINISTRATIVE: COMMITTEE AND STEWARDS

8.01 The Hospital will recognize a Union Administrative Committee which shall consist of a Chief Steward and seven (7) Stewards selected by the Union, not more than three of which committee members shall meet with management at any one time. The representation by Stewards shall be structured as follows:

Nursing Administration	-- 2
Medical Records	-- 1
Accounting	-- 1
Medical & Paramedical	-- 1
General Services	-- 1
Medical Secretaries	-- 1

The Hospital shall not be required to maintain any Steward on a specific shift, and shall be advised of the names of members of this committee and notified of any changes when they occur. All members of the committee shall be regular employees of the Hospital who have completed their probationary period.

8.02 The Union acknowledges that the members of the Union Administrative Committee must continue to perform their regular duties. However, the members of the Committee will be allowed time to attend to Committee business provided that they obtain prior permission from their supervisor, such permission not to be unreasonably withheld. As far as possible all activities of the Committee will be carried out outside of the regular working hours of the members thereof unless mutually arranged.

8.03 Regular meetings between three members of the Committee and Management will be held once a month, unless otherwise arranged, or more frequently if arranged by mutual consent. A written agenda must be provided at least three (3) days prior to the agreed meeting date, and minutes kept of all meetings with copies to be furnished to both parties. Additional members of the Committee may be requested to attend the meetings depending on agenda requirements.

#### **ARTICLE 9 - GRIEVANCE PROCEDURE:**

9.01 The parties of this Agreement are agreed that it is of the utmost importance to adjust complaints and grievances and as quickly as possible.

9.02 No grievance shall be considered:

- (a) which usurps the function of management, as set out in this Agreement or
- (b) where the circumstances giving rise to it occurred or originated more than five (5) full working days before the filing of the grievance.

9.03 It is understood that an employee has no grievance until the matter has been referred to her immediate supervisor and an opportunity has been given to adjust the complaint.

It is further agreed that should the complaint result from disciplinary action to be taken against the individual employee the assistance of the departmental steward may be obtained if as requested by the employee.

9.04 If an employee or group of employees has an unsettled complaint it may be taken up as a grievance within five full days in the following manner and sequence:

##### Step No. 1

By the aggrieved employee or employees who may request the assistance of her departmental steward, with her immediate supervisor. The grievance shall be submitted in writing and a decision shall be given in writing within not more than three (3) full days after receipt of the written grievance. Failing satisfactory settlement, then;

##### Step No. 2

Within three (3) full days following the decision under Step No. 1; by the aggrieved employee or group of employees who may request the assistance of their departmental steward and the chief steward, with the Director of Personnel, or his delegate, at which time the written record of the grievance shall be sub-

mitted and the decision given in writing within not more than five (5) full days after receipt of the 'written grievance. Failing satisfactory settlement, then:

Step No. 3

Within five (5) full. days following the decision under Step No. 2, the Union may submit the grievance to Step No. 3. A meeting will be held within five (5) days after the receipt of the written record of the grievance, between a sub-committee composed of not more than three (3) members of the Union Committee and the Director of Personnel or any person or persons designated by him and a decision shall be given in writing within not more than five (5) days after such meeting. An official representative of the Union shall be entitled to be present at this step.

9.05 It is agreed that if the party filing the grievance does not process it from one step to the next within the time limits stated, the grievance will be considered dropped by the party instituting the grievance.

9.06 Any difference arising directly between the Hospital and the Union as to the interpretation, application, administration or alleged violation of this Agreement may be submitted in writing by either party at Step 2, and the procedure provided thereby shall appropriately apply to both parties.

9.07 Whenever any difference arising from the interpretation, application, administration or alleged violation of this Agreement including any question as to whether a matter is arbitrable, cannot be settled within five (5) days after it has been discussed at the meeting at Step No. 3, between the Union committee and the Employer's representatives, such difference, or question may be submitted to arbitration as hereinafter provided if the request is made in writing within ten (10) days after the decision is given in Step No. 3, as set out in Paragraph 1.

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 herself institute and the regular grievance procedure shall not be thereby bypassed.

9.08 It is understood that the Hospital may bring forward at any meeting held with the Union Administrative Committee any complaint with respect to the conduct of the Union, its officers or Committee member or members, and that if such complaint is not settled to the mutual satisfaction of the conferring parties, it may be treated as a grievance and referred directly to arbitration in the same way as the grievance of an employee.



## ARTICLE 10 - ARBITRATION

10.01 When either party requests that a grievance be submitted to Arbitration, the request shall **be** in writing addressed to the other party of the Agreement, and shall contain the name of the nominee to the Arbitration Board of the party requesting arbitration. The recipient of the notice shall within five (5) days thereafter notify the other party in writing of the name of its nominee to the Arbitration Board.

The two nominees shall endeavour within ten (10) days to agree upon a third member and Chairman of the Arbitration Board and it is understood that if **the** two nominees fail to agree upon a Chairman, the Chairman shall **be** appointed by the Ontario Labour Management Arbitration Commission.

10.02 No person shall be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.

10.03 No matter **may** be submitted to Arbitration which has not been properly carried through all previous steps of the Grievance Procedure.

10.04 Each of the parties to this Agreement: shall bear the fees and expenses of their own nominee and witnesses, and the fees and expenses of the Chairman shall be shared equally between the parties.

10.05 The Board of Arbitration shall not be empowered to make any decision inconsistent with the provisions of this Agreement, nor shall they alter, modify or amend any part of this Agreement.

10.06 The decision of the majority of the Arbitration Board shall be final and binding on both parties as well as upon all employees affected, but in the event there is no majority decision, the decision of the Chairman shall then be the decision of the Board.

10.07 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. All reasonable arrangements will **be** made to permit the conferring parties or the Arbitrator to have access to any part of the Hospital to view any working conditions which may be relevant to the **settlement** of the grievance.

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

10.09 The Hospital and the Union **may by** written agreement in respect to any specific grievance substitute a named Umpire for

the Board of Arbitration provided for herein and the Umpire shall possess the same powers and be subject to the same limitations as the Board of Arbitration.

#### **ARTICLE 11 - DISCHARGE CASES**

11.01 A claim by a permanent employee that she has been unjustly discharged shall be treated as a grievance if a written statement of such grievance is lodged by the employee with the Director of Personnel or her authorized deputy of The Wellesley Hospital within five (5) days after the employee ceases to work for the Hospital. Such grievances shall be taken up at a special meeting with three members of the Union Administrative Committee, and the Union Business Agent.

11.02 Such special grievance may be settled by confirming the Hospital's action in dismissing the employee, or by reinstating the employee with full compensation for time lost, or by other arrangements which are just and equitable in the opinion of the conferring parties.

#### **ARTICLE 12 - SENIORITY**

12.01 All employees shall be on probation for a period of forty-five (45) days worked. With the written consent of the Hospital, the probationary employee, and the President of the Local Union or designate, such probationary period may be extended, the extension not to exceed twenty-one (21) days worked. Upon completion of the probationary period the employee shall be credited with seniority equal to the length of the probationary period. The discharge or release of a probationary employee shall not be subject to a grievance.

12.02 The following is a list of departments for seniority purposes :

1. Nursing Administration
2. Medical Records
3. Accounting
4. Medical and Paramedical
5. General Services

12.03 The Hospital agrees to provide the Union with a list showing the date on which each employee completed the probationary period last commenced employment with the Hospital. The Hospital further agrees to provide the Union with a copy of such list as of the first day of each January and July during the term of this Agreement. Copies of such seniority list will be given to the Chief Steward and the Union office.

12.04 An employee shall lose all service and seniority and her employment shall be deemed to have been terminated if she:

- (a) resigns;
- (b) is retired;
- (c) is discharged and not reinstated through the grievance and arbitration procedures;
- (d) has been laid off for a period equivalent to his/her seniority at time of layoff to a maximum of 18 months;
- (e) if an employee has been laid off and fails to return to work within seven (7) calendar days after the employee has been notified by the Hospital through registered mail addressed to his/her last address on the records of the Hospital,
- (f) 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;
- (g) is absent due to illness or disability for a period equivalent to his/her seniority at time of absence to a maximum of 18 months;
- (h) fails to return to work upon the expiration of a leave of absence granted by the Hospital, without permission in writing from the Hospital..

12.05(a) Seniority will apply to layoffs from a department and recalls to a department provided that the Hospital shall also take into consideration the relative efficiency, merit, and ability of the employee concerned so that an efficient staff of employees may be maintained in the department.

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

Up to 2 years of service - One week's notice

2 years or more but less than 5 years' service - Two weeks' notice

5 years or more but less than 10 years' service - Four weeks' notice

10 years or more service - Eight weeks' notice

Such notice will be handed to the employee and a signed acknowledgement requested if the employee is at

work at the time the notice is ready for delivery. In the (alternative, it shall be mailed by Registered Mail. In addition to the above, the employer shall also inform the Union at least thirty (30) calendar days in advance of any proposed lay-off of more than eight (8) weeks' duration.

- (c) In all other cases of lay-off, the Hospital shall give each employee in the bargaining unit who has acquired seniority two weeks' notice, provided however, such notice shall not be required if the lay-off occurs because of emergencies (for example, fire, act of God, power failure or equipment breakdown).
- (d) In the event of lay-off, the Hospital shall lay off employees in the reverse order of their seniority within their classification: providing that there remain on the job employees who then have the ability to perform the work.
- (e) 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 lay-off can perform the duties of the lower or identical classification without training other than orientation. Such employee so displaced shall be laid off.
- (f) An employee shall have the opportunity of recall from a lay-off to an available opening, provided he has the ability to perform the work before such opening is filled- on a regular basis under a job posting procedure.

Notwithstanding the above, this position so filled shall be posted under the job posting provisions of this agreement. The recalled employee will automatically be deemed to have applied for the position.

Should the recalled employee not remain in the position as a result of this job posting, he shall be given the opportunity of replacing the successful applicant to the job posting if he can perform the duties of that classification without training other than orientation. Otherwise, the recalled employee shall be laid off.

- (g) In determining the ability of an employee to perform the work for the purposes of Paragraphs (d), (e) and (f) above, the Hospital shall not act in an arbitrary or unfair manner.
- (h) An employee recalled to work in a. different classification from which **he was** laid off shall have the privilege of returning to the position he held prior to the lay-off should it **become** vacant within six (6) months of being recalled.
- (i) No new employees shall **be** hired until all those laid off have been given an opportunity to return to work and have failed to notify the Hospital of their intention to do so, in accordance with (j) below, or have been found **unable to perform the work available.**
- (j) It is the sole responsibility of the employee who has been laid off to notify the Hospital of his intention to return to work within three (3) working days (**exclusive** of Saturdays, Sundays and paid holidays) after being notified to do so by registered mail, addressed to the last address on record with the Hospital (which notification shall be deemed to have been received on the second day following the date of mailing) and to return to work within (10) working days after being notified. The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work: . The **employee is solely** responsible for. his proper address being on record with the Hospital.
- (k) Where the employee fails to notify the Hospital or to return to work: in accordance with the provisions of paragraph (j) , he shall lose all seniority and **be** deemed to have quit the employ of the Hospital.
- (l) In the event that a lay-off **commences** on the day immediately following a paid holiday, an employee otherwise qualified for holiday pay shall not be disentitled thereto solely because of the day on **which** the lay-off commenced.
- (m) A laid off employee shall retain the rights of recall for a period of nine (9) months from the date of lay-off.

12.06 It shall **be** the duty of the employee to notify the Hospital promptly of any change in address and telephone number. If an employee fails to do this, the Hospital will not be responsible for failure of a notice sent by registered **mail** to reach such employee.

12.07 No permanent full- time employee within this bargaining unit shall be laid off by reason of her duties being assigned to one or more part- time **employees**.

### **ARTICLE 13 -- JOB POSTING**

13.01(a) A vacancy shall be defined as a permanent opening in the **job** classification where the number of persons required by the Hospital exceeds the number classified therein.

(b) Only those positions above the basic level offering an opportunity for promotion will be posted. A promotion is the reclassification to a higher classification. The Hospital agrees to supply the Chief Steward of the bargaining unit with a copy of each job posting at the time of posting.

(c) In the cases of promotion the following factors shall be considered:

(i) seniority:

(ii) skill, ability, experience and qualification. Where **the** factors in (ii) are relatively equal, seniority shall govern.

(d) When a vacancy occurs it shall be posted for five (5) working days (excluding Saturdays and Sundays and observed holidays) and an employee for **whom the** vacancy would be a promotion **may** apply for the vacancy. The posting shall be limited to the first vacancy each time.

The **name of the** successful applicant shall be posted for a period of five (5) working days (excluding Saturdays, Sundays and observed holidays). The Hospital agrees to supply the Chief Steward with a copy of such notice.

(e) An employee who wishes to transfer from her present position or classification to a different position or classification in the Hospital shall advise the Personnel Department in writing of her request. The request for transfer will be considered when vacancies occur.

(f) The Management reserves the right to hire outside help or transfer, or promote persons presently in the employ of the Hospital provided the applicants are not capable of performing the work required.

- (g) Employees may be hired for a specified term, not to exceed six (6) months, to replace an employee on leave, temporary openings or to perform a special non-recurring task and will not be posted. This term may be extended up to a further six (6) months on mutual agreement of the Union, employee and Hospital. The period of employment of such persons will not exceed the absentee's leave and will not extend to additional temporary vacancies. The release or discharge of such persons shall not be the subject of a grievance or arbitration .

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

- (h) An employee who is successful in applying for the posted job may not apply for another posted position for a period of twelve (12) months unless mutually agreed upon by the Hospital and the employee.
- (i) If the employee is maintained in the new job, she shall. than carry with her to the new job, all rights and privileges including seniority and her pay scale shall be in the range rate in the new job next highest to her current rate and she shall then progress between that range and the top of the range in increment stages in accordance with the time served in the new job.
- (j) An employee transferring in a new job under the provisions of the job posting system, shall be on probation on the new job for a period of up to sixty-six (66) days worked. If the employee cannot perform satisfactorily in such new job, she shall be returned to her previous job.

Employees who have been promoted or transferred or hired outside the Hospital because of the promotion or transfer referred to above, shall also be returned to their former jobs or, if they have been hired outside the Hospital, shall be laid off. Further vacancies resulting under this clause need not be re-posted. If the employee decides to leave the new position of her own accord within a period of sixty-six (66) days worked in the job, the Hospital shall return her either to her previous job or to an equivalent job maintaining her previous rate and seniority.

- (k) In the case of the appointment of a physician to the staff of the Hospital , secretarial assistance to said physician may be provided by the physician's estab-

lished secretary provided that the Hospital discusses such case with the Union in advance and further provided that in the case of disagreement the provisions of job posting will be observed.

- (1) An employee who is promoted to a higher rated classification within the bargaining unit will be placed in the range of the higher classification so that she shall receive no less an increase in wage rate than the equivalent of one step in the wage rate of her previous classification (provided that she does not exceed the wage rate of the classification to which she has been promoted),

#### **ARTICLE 14 - BULLETIN BOARDS**

14.01 The Hospital agrees to supply and make available to the Union for the posting of seniority lists and Union notices five bulletin boards in such places so as to inform all employees in the bargaining unit of the activities of the Union. It is agreed that no notice will be posted on the bulletin boards without prior approval of the Director of Personnel of the Hospital.

#### **ARTICLE 15 - WAGES**

15.01 The Hospital agrees to pay and the Union agrees to accept for the term of this Agreement the rates of wages as outlined in Schedule " A" attached hereto.

- 15.02(a) When an employee is assigned temporarily to perform the duties and assume the responsibilities of the next higher paying position in the bargaining unit for a period in excess of one-half of a shift, he shall be paid the rate immediately above his current rate in the higher classification to which he was assigned , from the commencement of the shift on which he was assigned the job.
- (b) When an employee is assigned temporarily to perform the duties and assume the responsibilities of a position which is more than one grade higher than his current position in the bargaining unit for a period in excess of one-half of a shift, he shall be paid the greater of twenty-five cents (0.25 cents), per hour or the rate immediately above his current rate in the higher classification to which he was assigned from the commencement of the shift on which he was assigned the job.
- (c) With respect to paragraphs (a) and (b) above, where an employee is at the highest level within his current



classification, he shall receive the effective rate of pay of the highest level within the classification to which he was assigned.

- (d) Where the Hospital temporarily assigns an employee to carry out the assigned responsibilities of a classification outside of the bargaining unit for a period in excess of one half of one shift, the employee shall receive an allowance of three dollars (\$3.00) per each shift from the **time** of assignment.

15.03 An employee hired by the Hospital with recent and related clerical experience may claim, at the time of hiring, on a form supplied by the Hospital, consideration for such experience. Any such claim shall be accompanied by verification of previously related experience. The Hospital shall then evaluate such experience during the probationary period. Where, in the Hospital's opinion, such experience is relevant, the employee shall be slotted in that step of the wage progression consistent with one (1) year's service for every two (2) years of related experience in the classification on the completion of the employee's probationary period. It is understood and agreed that this shall not constitute a violation of the wage schedule in the collective agreement.

#### 15.04 Classification

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

15.05 Where the Hospital has decided to phase out a job classification, the Hospital will undertake to consult with the Union to consider the minimization of adverse effects, if any, upon the employees concerned.

## ARTICLE 16 - PAY DAY

16.01 The Hospital agrees that; wages shall be paid on or before Friday every two weeks except when interfered with by the occurrence of a paid holiday. In this case the regular pay day may be delayed one day.

16.02 Employees will be paid during working hours and usually during the last shift worked prior to the regular pay day.

16.03 The Hospital agrees to discuss radical changes in the system or" mode of pay with the Union prior to implementation.

## ARTICLE 17 - ACCOMMODATION

17.01 Whenever employees take their meals at: the Hospital, a cafeteria will be provided for such employees' convenience. In case substantial changes in the price structure in the cafeteria are intended, the Hospital will discuss such intended price increases with the Union prior to implementation.

17.02 When employees bring their own lunch, a cafeteria will be provided. Locker facilities will be provided when they are available for employees.

17.03 Where employees are required to wear uniforms and/or lab. coats while on duty, such uniforms and/or lab. coats will be supplied, laundered and repaired by the Hospital as may, in its discretion, reasonably be necessary. It is understood that uniforms and/or lab. coats are intended only to be worn during working hours, and that abuse of such uniforms or lab. coats is a cause for discipline.

17.04 The Hospital agrees to continue with the present practice with respect to the provisions of protective clothing and safety devices to employees.

17.05 The Hospital agrees that, in considering the imposition of any disciplinary penalty including discharge, no weight will be given to letters of warning in respect of matters which occurred more than two (2) years prior to the date of the matter under current consideration, except in circumstances where disciplinary ationonrelated matters has occurred within the two (2) year period.

17.06 Effective August 22, 1987 where the Hospital requires an employee to wear safety footwear during the course of his duties, the Hospital will reimburse an employee, upon presentation of a receipt, the amount of \$25.00 once in each twelve (12) month period.

17.07 If an employee becomes disabled with the result that she is unable to carry out the regular functions of her position, the Hospital will continue to endeavour to provide opportunities for continued employment.

#### **ARTICLE 18 -- RELIEF AND BREAK PERIODS**

- 18.01(a) Employees will be allowed fifteen (15) minutes relief in each half shift or period without reduction in pay and without increasing the regular working hours.
- (b) The Hospital will decide when the break period(s), as indicated above, are to be taken by the employees and will endeavour to space them as reasonably as possible in the work shift.
- (c) The above-mentioned break periods may be taken as one thirty (30) minute break, provided mutual agreement has been reached between the employee's department head and the employee, and furthermore provided such thirty-minute breaks are not taken at the commencement of shift or immediately preceding the end of shift, nor in conjunction with the employee's lunch break. The Hospital reserves the right to revoke such arrangement at any time.

#### **ARTICLE 19 -- HOURS OF WORK**

- 19.01(a) The normal work week will average thirty-five (35) hours (exclusive of meal times) for each employee during bi-weekly periods.
- (b) The normal hours of work presently in effect shall remain in effect for the term of this Agreement,, It is understood normal hours include those required to accommodate the change from Daylight Saving Time to Standard Time and vice versa to which the other provisions of the Article dealing with Hours' of Work and Overtime do not apply. It is further understood that the amount of regular pay for a full normal shift worked shall not be affected by reason of the change in the number of normal hours worked in consequence of such change from Daylight Saving Time to Standard Time and vice versa. The provisions of this Article are intended only to provide a basis for calculating time worked and shall not constitute a guarantee of hours of work per shift or per week or for any period whatsoever nor a guarantee of working schedules.
- 19.02(a) Authorized work by the hospital performed in excess of seven (7) hours in a tour of duty and seventy (70) hours in a bi-weekly pay period will be counted as

overtime work and will be paid for at the rate of **time** and one-half the employee's regular rate of pay. It is understood and acknowledged that the Hospital has the right to require employees to perform reasonable hours of work.

- (b) Authorized leave of absence for Union business, sick leave, vacations and paid and civic holidays shall be considered as time worked in the computation of overtime pay.
- (c) The Hospital may allow an exchange of shifts at the request of two (2) employees provided such change is submitted in writing by both employees and that the Hospital's approval is obtained in advance and that no additional cost to the Hospital results from such exchange of shifts.
- (d) Call back shall not be considered as hours worked for the purpose of this Article.
- (e) Overtime premium will not be duplicated nor pyramided nor shall other premiums be duplicated nor pyramided nor shall the same hours worked be counted as part of the normal work week and also as hours for which the overtime premium is paid.
- (f) Effective August 22, 1987, where an employee is required to, and does work for three (3) or more hours of overtime beyond her normal shift, she shall be entitled to a meal allowance of four dollars and twenty-five cents (\$4.25).
- (g) In the allocation of overtime, every consideration will be made to utilise full-time employees provided such full-time employees are available, willing and capable of performing such overtime and possess the necessary job knowledge to perform the assigned overtime duties.

19.03 An employee shall not be required to work more than seven (7) hours within a seven and one-half (7 1/2) hour period after commencing work.

19.04 The Hospital will endeavour to achieve the following objectives in the formulation of working schedules although the Union recognizes that it is not always possible to meet these objectives:

- (a) Employees will not be scheduled to work more than seven (7) consecutive days.

- (b) No less than sixteen (16) consecutive hours shall **be** scheduled off between shift changes without **consent**.
- (c) To schedule at least one (1) weekend off in two (2) and where the weekend is not granted on the third weekend, time worked shall be paid at the rate of time and one-half the employee's regular rate of pay for any time worked on such weekend.
- (d) In the case of departments where employees are required to rotate on the day, evening and/or night shifts, the Hospital will endeavour to arrange shifts such that there will **be a** minimum of twenty-three (23) hours between the ending and the beginning of shifts, and of thirty-nine (39) hours if there is one (1) day off and of sixty-three (63) hours if there are two (2) days off between the changeover of shifts.
- (e) If seven (7) days are worked, in a row, without time off, then the employee's two (2) days off will be consecutive.

19.05 Employees' work schedule shall **be** posted two (2) weeks in advance of the schedule becoming effective where practicable.

19.06 Each employee shall be allowed **time** off for meals in accordance with existing departmental practice with a minimum of thirty (30) minutes **to a maximum of sixty (60) minutes**.

19.07(a) Employees who work overtime will not be required to take time off in regular hours to **make** up for overtime worked.

- (b) On the agreement of the Hospital at the request of the employee, the employee may be permitted **to take** compensating time off on the basis of one hour and one-half for each hour of overtime worked. Such compensating time off will be granted within sixty (60) days of the day on which overtime hours were worked at a time determined by the Hospital and satisfactory to the employee. Where such time off can not be scheduled within the sixty day period referred to **above**, unless extended by agreement, the Employer will pay for each such overtime hour worked.

19.08 Where an employee is called into work after having left the premises of the Hospital, such employee shall be guaranteed three (3) hours' pay at **time** and one-half. Work beyond the three (3) hour period on call-in **basis** shall be paid for at the rate of time and one-half the employee's regular earnings.

19.09(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 three (3) hours of work or three (3) 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 their regular shift at the rate of time and one-half (1 1/2) after which they shall revert back to the regular shift.

- (b) Call back pay shall cover all calls within the minimum of a three (3) hour period provided for under paragraph (a) above. If a second call takes place after three (3) 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 call back premiums within one such three (3) hour period, and to the extent that a call back overlaps and extends into the hours of his regular shift, the provisions of paragraph (a) above shall apply.
- (c) An employee who is required to remain available for duty on standby at any time outside of the scheduled working hours for that particular employee shall receive the amount of one dollar and forty cents (\$1.40) for each hour of standby duty provided that such employee can be contacted by telephone or other means of communication whenever needed during such period of standby and that such employee be prepared to undertake his/her assigned duties as expeditiously as possible when requested to do so. When an employee is called in to work the standby allowance per shift shall remain payable.
- (d) Full-time 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 except when work is not available due to conditions beyond the control of the Hospital. The reporting allowance outlined herein shall not apply whenever an employee has received not less than one (1) hour's prior notice not to report for work.

19.10 If an employee is required by the Hospital to leave the Hospital due to illness (excepting Workers' Compensation Board cases) three (3) hours or less before the end of her regular shift, the employee will be paid for the full shift and the hours thus affected will not be charged as a separate incident; against her sick time record.

#### **ARTICLE 20 - SHIFT PREMIUM**

20.01 Effective August 22, 1987, employees who are required to work on afternoon or night shift shall be paid forty-five (45)

cents per hour for each full and completed afternoon or night shift. Shift premiums will not be paid for any hours in which an employee receives overtime premium and shift premium will not form part of the employee's straight time hourly rate.

Afternoon shift is defined as all shifts scheduled to **commence** between 1200 hours and 2159 hours. Night shift is defined as all shifts scheduled to commence between 2200 hours and 0459 hours.

## ARTICLE 21 -- PAID HOLIDAYS

21.01(a) The following paid holidays will **be** recognized as holidays for employees who have completed their probationary period on the day they are officially observed :

New Year's Day  
Good Friday  
Victoria Day  
Dominion Day  
Civic Holiday

Labour Day  
Thanksgiving Day  
Christmas Day  
Boxing Day

In addition, an employee will **be** granted **one** additional day annually in conjunction with her anniversary date of employment. This is a day to be provided by the Hospital within thirty (30) days of the actual anniversary date.

(b) It is agreed that during the term of this Agreement each **employee** in the bargaining unit as of 1st January of the contract year who has completed six (6) months of full-time active employment with **the** Hospital shall, upon qualification in accordance with the applicable articles of the Collective Agreement, receive one (1) floating holiday in that year (which is not a premium day) without loss or deduction from her regular earnings. Such floating holiday may be taken on any day of the week (or in conjunction with days off) **but** of necessity the Hospital's decision will govern.

In the event that legislation which is binding on the Hospital **comes** into effect requiring the scheduling of another public holiday, such public holiday shall receive the above provision for a floating holiday. During the term of this Agreement, those employees who took a floating holiday prior to the effective date for a new public holiday shall be deemed to have taken the floating holiday in **lieu** of the public holiday.

(c) In order to qualify for payment of the **above** named holidays, and under the provisions of Paragraph 21.02

of this Agreement, **an employee must** work her regular working day immediately prior to and following the holiday, unless she is absent due to vacation, **medically** certified illness originating in the current or previous pay period in which the holiday occurs, or leave of absence on Union business, all of which must be authorized by the Hospital. In case the employee is obliged to work on the day the holiday is observed, and therefore a lieu day, as expressed in Article 21.02 agreed on, the attendance requirements as expressed above shall apply to the **lieu** day,

21.02 An employee who is required to work on any of the foregoing designated holidays shall **be** paid at time and one-half the regular straight **time hourly** rate for all hours worked on such holiday. In addition, at: **the** employee's request, if she qualifies under the provision of Paragraph 21.01(c) hereof, she may receive **a lieu clay** off **without** Loss of or deduction from regular earnings, such day to be granted within thirty (30) days after the date on which the holiday was observed, to **be** taken on a day to be arranged between the **employee** and the Hospital. If the **employee** does not receive a day off in lieu, the employee shall be paid at **time** and one--half her regular straight time hourly rate for all hours worked on such holiday, plus a regular day's pay at the regular straight **time** hourly rate in lieu of an additional day off.

21.03 An **employee** who is absent on any of the above-named holidays after being required to work forfeits all pay for that day unless absence is due to illness verified by a doctor's certificate in which case. the employee will receive straight **time** for such holiday..

21.04 If one of the above-named holidays occurs on an **employee's** regular day off or during her vacation period, the employee will receive an additional day off in **lieu** thereof.

21.05 An employee on probationary period of employment as expressed in Article 12.01 hereof shall not **be** entitled to the payment of statutory holiday pay for any designated holiday observed during her probationary period of employment but will be entitled to the payment of statutory holiday pay retroactively upon completion of her probationary period of employment.

## **ARTICLE 22 - VACATIONS**

22.01 Effective the 1987 vacation year, each employee covered by this Agreement and who has been continuously employed for at least six (6) **months but** less than eight (8) months prior to 1st September of the current year will receive one (1) week's vacation with pay. The entitlement will be increased by one (1) day if the employee has been continuously employed for eight (8)



months prior to the said date, plus one (1) additional day for each additional completed month of continuous employment to a maximum of nine (9) days entitlement for eleven (11) continuous months' employment: prior to the said date. Employees who have been continuously employed for one year or more prior to the said date will receive two (2) weeks' vacation with pay. Employees who have been continuously employed for three (3) years or more to 1st September will receive three (3) weeks' vacation with pay. Employees who have been continuously employed for eight (8) years or more prior to the said date will receive four (4) weeks' vacation with pay. Employees who have been continuously employed for seventeen (17) years or more prior to the said date will receive five (5) weeks' vacation with pay. Vacation pay entitlement is subject to the provisions of Article 24.01(b) .

22.02 An employee who has completed six (6) months of continuous service with the Hospital by September 1st, i.e. who has entered the service of the Hospital not later than March 1st, may be granted vacation provided that approval of the Hospital has been obtained . Should the maintenance of services in the department be adversely affected by such vacation, the vacation may be delayed.

22.03 For the purpose of determining vacation entitlement, the Hospital's vacation year is set to extend from 1st September to 31st August following. However, an employee shall be entitled to take any or all vacation earned during the above time frame in the period of 1st April to 31st March following. The Hospital will give every consideration, such consideration not to be unreasonably withheld, to the employee's preference as to the timing of her vacation, but must, of necessity, reserve the right to the final decision as to the scheduling of vacations. To ensure an orderly and equitable approach to the scheduling of vacations, the employee must indicate her vacation preference to her appropriate department head or section supervisor in writing by 30th April with the understanding that all vacation entitlements must be exhausted by 31st March of the following year. Failure , to adhere to these regulations shall disentitle the employee from exercising seniority for the purpose of vacation allocation. It is understood and agreed that in case of conflicting requests on or before the above deadline, seniority will govern.

22,04 Vacation pay accrued shall be paid to all employees in advance of their vacation period.

22.05(a) Where an employee's vacation is delayed due to serious illness which commenced prior to and continues into the scheduled vacation period, the period of such illness shall be considered sick leave. The employee shall provide the Hospital with a Physician's certificate, for the period of such illness.

- (b) When an employee's scheduled vacation is interrupted due to a serious illness requiring the employee to be an in-patient in a hospital, the period of such hospitalization shall be considered sick leave.
- (c) The portion of the employee's vacation which is deemed to be sick leave under (a) or (b) above will not be counted against the employee's vacation credits.

#### ARTICLE 23. - HEALTH AND WELFARE

- 23.01(a) The Hospital agrees to contribute 100% of the billed single premium or 100% of the billed family premium, whichever is applicable, under the Ontario Health Insurance Plan for each full-time employee in the active employ of the Hospital and in the bargaining unit.
- (b) The parties agree that any and all divisible surplus or excess credits or refunds, or reimbursements under whatever name, that may arise, during the term of the Collective Agreement and result from a lower premium amount paid by the Hospital. under the Ontario Health Insurance Act or any similar legislation, than the total amount paid by the Hospital and the employee at the commencement of the Agreement as premium payments for present health services shall accrue to and for the benefit. of the Hospital, notwithstanding any legislation to the contrary, and particularly but without limiting the generality, the Ontario Health Insurance Act or any legislation amending or replacing such Act in whole or in part.
- (c) The Hospital agrees to continue to contribute on behalf of each eligible employee covered by the Collective Agreement seventy-five percent (75%) of the present billed premium under the Blue Cross Extended Health Care Plan (or equivalent coverage through another carrier during the term of this Agreement) consisting of ten dollars (\$10.00) single and twenty dollars (\$20.00) family deductible (no co-insurance) subject to the terms and conditions of such plan provided the balance of the monthly premium is paid by the employee through payroll deduction. As a condition of employment, all eligible future employees coming into the bargaining unit shall be required to enroll into the plan,. In addition to the standard benefits, coverage will include vision care (maximum \$60.00 every 24 months) . Effective October 1, 1987

coverage to include a hearing aid benefit to maximum of \$300.00 per person.

- (d) the policy of the Hospital to make available pension and group insurance coverage for its employees subject to the provisions of the respective plans will be continued during the term of this Agreement.

The Hospital agrees to contribute 100% of the billed premium of the initial \$3,000.00 of group life coverage and ninety percent (90%) of the premium of group life coverage for each eligible full-time employee in the active employ of the Hospital and in the bargaining unit, providing the balance of the monthly premiums are paid by the employee through monthly payroll deductions.

- (e) The Hospital will assume total responsibility for providing and funding a short-term sick leave plan at least equivalent to that described in the 1982 Hospitals of Ontario Disability Plan (HOODIP) brochure.
- (f) The Hospital will contribute 75% of the billed premium of the H.O.O.D.I.P. long-term disability plan effective January 1, 1986.
- (g) The Hospital further agrees to pay employees an amount equal to any loss of benefits under H.O.O.D.I.P. for the first two days of the fourth and subsequent period of absence in any calendar year.
- (h) The Hospital will contribute fifty percent (50%) of the billed premiums towards coverage of eligible employees in a group dental plan (Blue Cross Plan No. 9 - current O.D.A. Schedule or its equivalent, as determined by the Hospital), provided such employee shall pay the remaining premium through payroll deduction. Participation by eligible employees in the plan shall be in accordance with the provisions of the plan and, subject to such provisions, shall be mandatory.
- (i) Effective October 1, 1987, the Hospital agrees to pay one hundred percent (100%) of the billed premiums towards coverage of eligible employees in the active employ of the Hospital under the Blue Cross Semi-Private Plan or comparable coverage with another carrier.

## ARTICLE 24 -- LEAVE OF ABSENCE

24.01(a) The Hospital may grant leave of absence without pay to any employee for valid personal reasons.

- (b) The Hospital shall not contribute to the payment of fringe benefits past the end of the month in which the leave of absence began. The employee's anniversary date shall be adjusted and vacation entitlement in the current year shall be reduced according to the time absent on leave. However, if she is enrolled in the O.H.I.P., Extended Health Care, or Dental Plan, she may arrange to prepay the entire premiums during her leave of absence to avoid transfer out and in. Coverage under the Group Life Plan may be maintained for a maximum of six (6) months by prepayment of the premium.

For employees who commence to receive Workers' Compensation Board benefits September 1, 1987, and thereafter, the Hospital will continue to pay its share of the premiums for up to eighteen (18) months, except in the case of the Group Life Plan the maximum period will be six (6) months.

- (c) In the event the Hospital requires an employee to undergo a medical examination, the employee will be given reasonable paid time off to see her physician or to undergo the examinations in the Hospital, whichever the employee prefers. Where the employee chooses to use her own physician and, in the opinion of the Hospital, the physician's report is inadequate and a further consultation is required, then the second visit will be on the employee's time or during working hours without pay.

### 24.02 Maternity

- (a) An employee who is pregnant: and who has been employed for at least ten (10) months immediately preceding the expected date of birth shall be entitled, upon her written application therefore, to a leave of six (6) months from her employment or such shorter leave of absence as the employee may request commencing during the period of eleven (11) weeks immediately preceding the estimated day of her delivery.

Effective October 1, 1987 and subject to 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 is in receipt of Unemployment Insurance pregnancy benefits pursuant to Section 30 of the Unemployment Insurance Act, 1971, shall be paid a sup-

plemental employment benefit. That benefit will be equivalent to the difference between seventy-five percent (75%) of her regular 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.

- (b) Where the actual date of her delivery is later than the estimated day of her delivery, the leave of absence shall not end before the expiration of six (6) weeks following the actual date of her delivery.
- (c) The employee shall give the Hospital four (4) weeks in notice in writing prior to the day upon which she intends to commence her leave of absence and shall furnish the Hospital with the certificate of a legally qualified medical practitioner stating that she is pregnant and giving the estimated day upon which delivery will occur in his opinion.
- (d) An employee may, if she desires to return to work, shorten the duration of the leave of absence requested upon giving the Hospital four (4) weeks' notice of her intention to do so and furnishing the Hospital with the certificate of a legally qualified medical practitioner stating that she is able to resume her work.
- (e) The Hospital may require 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.
- (f) The employee shall, if requested by the Hospital, furnish medical proof of her fitness to resume her employment following the leave of absence.
- (g) Credits for service, for the purpose of salary increments, for vacations, sick leave or other benefits under the provisions of the collective agreement or elsewhere shall be retained up to the commencement of the leave of absence but shall not be accumulated during such leave except that in the case of an employee who has worked ten (10) or more days during

the calendar month, such credits shall continue to accumulate to the end of that calendar month.

Credits for competitive seniority (as distinguished from benefit seniority) shall accumulate during the period of the leave.

- (h) No contributions for any employee benefits provided under the collective agreement will be made by the Hospital during any such leave of absence. Subject to the provisions of the master policies governing such plans, employees desiring to maintain such protection through the Hospital shall be entitled to remit to the Hospital such full premiums as fall due during the leave so as to insure continued coverage.
- (i) No leave granted under the provisions of this Article will be considered sick leave and sick leave credits may not be used.
- (j) An employee intending to resume employment with the Hospital is required to advise the Hospital in writing four (4) weeks prior to the expiry of the leave of absence for pregnancy. Upon her return to work following such leave, the employee will be returned to her former position or to work of a comparable nature at the same increment level of pay as she received prior to the commencement of the leave, in accordance with the provisions of this Agreement relating to seniority, provided that where operations, which were suspended or discontinued by the Hospital during such leave of absence, have not been resumed by the Hospital prior to the expiry thereof, the Hospital shall, upon resumption of such operations, return the employee to work as above provided in this paragraph (j) hereof.

#### 24.03 Adoption Leave

- (a) Where an employee,, with at least ten (10) months of continuous service qualifies to adopt a child, such employee shall on request, be entitled to a leave of absence without pay for a period of up to seventeen (17) weeks duration or such greater time as may be required by the adoption agency concerned 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 two (2) Hospital employees are involved, only one (1) such leave will be granted.

(b) It is understood that during any such leave, credit for seniority will accrue for a period of ninety (90) days. Credit for service for the purposes of salary increment, vacations, sick leave or any other benefits under any provisions of the Collective Agreement or elsewhere shall be suspended during such leave and the employee's anniversary date adjusted accordingly. In addition, the employee will **become** responsible for full payment of subsidized **employee** benefits in which he or she is participating for the period of the **absence**.

(c) An employee returning from adoption leave shall be reinstated in her or his former position held at the time of commencing such leave, or a comparable position if the original position is not available.

#### 24.04 Leave of Absence for Union Business

Leave of absence for Union business may be given without pay up to a total of twenty (20) days in any calendar year, provided at least two (2) **weeks'** notice in writing is given to the Hospital and such leave of absence does not interfere with the continuance of efficient operations in the Hospital. It is agreed that not more than three (3) employees shall be absent on such leave at the **same** time and not more than one (1) employee from the **same** department. It is understood and agreed the time spent in negotiations for this Agreement or its successor shall not be considered as a leave of absence for Union business for the purpose of this Article.

24.05 Upon written application by the Union, the Hospital will give reasonable consideration to a request for leave of absence without pay to **an** employee elected or appointed to full-time Union office. It is understood that not more than one (1) **employee** in the bargaining unit may be on such leave at the **same time**. Such leave if granted shall be for a period of one (1) calendar year from the date of appointment unless extended for a further specific period by agreement of the parties, Seniority and service shall accumulate during such leave to the **maximum** provided, if any, under the provisions of the Collective Agreement. It will become the responsibility of the employee for full payment of any applicable benefits in which the employee is participating during such leave of absence.

#### 24.06 Education Leave

Where the Hospital directs and the employee agrees to take an educational course to upgrade or acquire new employment **qualifications**, such employee shall not lose regular pay because of necessary absence from work due to participation in such course. The Hospital will reimburse the employee the approved cost of **the** fees and expenses for the successful completion of the course.

## 24. 07 Paternity Leave

- (a) Subject to staffing requirements of the Hospital., leave of absence without pay shall be granted to an employee for the birth of his child. Such leave shall not exceed five (5 ) work days.
- (b) **The** employee should provide as much advance notice as possible, in writing, and will indicate the approximate commencement and termination date of the leave. Any subsequent alteration of these dates will be subject to mutual agreement between the Hospital and the employee.

## **ARTICLE 25 -- BEREAVEMENT LEAVE**

25.01 An employee who notifies the Hospital as soon as possible following a bereavement shall be granted up to three (3) consecutive days off, without loss of his regular pay for his scheduled hours from the date of death up to and including the date of the funeral, in order that the employee may make the arrangements for and/or attend the funeral of a member of his immediate family. " Immediate family" means parent, brother, sister, spouse, son, daughter , son- in- law, daughter- in-- law, mother- i n-law, father-in-law, brother- i n-law, sister-in-law, grandparent, grandchild, guardian, or step parent.

Where an employee is unable due to distance of travel to attend the funeral of a member of his immediate family as defined in the collective agreement, he shall be entitled to leave for mourning on the day of the funeral without loss of regular straight time earnings to which he would otherwise have been entitled on that day.

## **ARTICLE 26 -- JURY DUTY**

26.01 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 proceedings 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 of the employee's notification that she will be required to attend at 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.
- (d) In addition to the foregoing, where an employee 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 on his/her regularly scheduled day off, the Hospital will attempt to reschedule the employee's regular day off, it being understood that any rescheduling shall not result in the payment of any premium pay. Where the Hospital is unable to reschedule the employee and, as a result, he/she is required to attend on a regular day off, he/she shall be paid for all hours actually spent at such hearing at the rate of time and one-half his/her regular straight time hourly rate subject to (a), (b) and (c) above.

#### **ARTICLE 27 - DEFINITIONS**

27.01(a) "Full days" shall mean full calendar days exclusive of Saturdays, Sundays and Paid Holidays.

- (b) Employees regularly working more than twenty-one (21) hours per week but less than thirty-five (35) hours per week, shall be entitled to all conditions of this Agreement on a pro rata basis as a portion against time worked in comparison to full-time employees, e.g. twenty-eight (28) hours per week employees will receive four-fifths (4/5) of all benefits such as sick leave, vacations, paid holiday leave, etc., and the equivalent hourly rate for the applicable job classification.

27.02 Where used in this Agreement the female pronoun shall be deemed to include the male pronoun.

#### **ARTICLE 28 - WORKERS' COMPENSATION**

28.01 In the case of an accident which will be compensated by the Workers' Compensation Board, the Hospital will pay the employee's wages for the day of the accident.

#### **ARTICLE 29 - TECHNOLOGICAL CHANGE**

29.01 Technological change means the automation of equipment, or the mechanization or automation of operations, or the replacement of equipment or machinery which results in the displacement of an employee from his/her regular job.

29.02 Where the Hospital has decided to introduce a technological change which will significantly alter the status of an employee within the bargaining unit, the Hospital will undertake to meet with the Union to consider the minimization of adverse effects, if any, upon the employees concerned.

29.03 Employees with one (1) 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 set forth above and the requirements of the applicable legislation.

29.04 Where the Hospital advises an employee in writing that it will be necessary for him/her to successfully complete a course or courses of study to obtain the necessary employment qualifications to maintain the position which he/she currently holds, the Hospital shall pay the cost of the course or courses which it so requires and shall grant the employee a leave of absence without loss of pay to write the examination for such courses.

29.05 Employees who are pregnant shall not be required to operate VDTs. At their request, the Employer shall temporarily relocate such employees to other appropriate work without loss of employment benefits, but at the wage rate of the job in which the employee is relocated. The determination of the appropriate alternative work shall be at the discretion of the Employer and such discretion shall not be exercised in an arbitrary or discriminatory manner. If such work is not available or if the employee does not wish to accept the alternative work,, the employee may be placed on unpaid leave of absence.

29.06 Each employee scheduled to use a VDT more than four (4) hours per day on a daily basis shall be given eye examinations at the beginning of employment or assignment: to VDT's, by an Ophthalmologist and every twelve (12) months thereafter. The eye examination shall be paid by the employer.

### **ARTICLE 30 - HEALTH AND SAFETY**

30.01 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.

30.02 The Hospital agrees to accept as a member of its Accident Prevention - Health and Safety Committee at least one representative selected or appointed by the Union from amongst bargaining unit employees.

30.03 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.

X

30.04 The Hospital agrees to cooperate reasonably in providing necessary information to enable the Committee to fulfill its functions.

30.05 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.

30.06 Any representative appointed or selected in accordance with 30.02 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 meeting during her/their regularly scheduled hours of work shall not lose regular earnings as a result of such attendance.

30.07 The Union agrees to endeavour to obtain the full cooperation of its membership in the observation of all safety rules and practices.

#### **ARTICLE 31 - DURATION, RENEWAL AND TERMINATION**

31.01 This agreement continues in effect until September 30, 1988 and shall be subject to variation by mutual agreement between the parties. It shall continue automatically thereafter during annual periods of one (1) year each, unless either party notifies the other in writing within the ninety (90) days next preceding the expiry date that it desires to amend or terminate this agreement.

31.02 In the event of such notification being given as to amendment of this Agreement, negotiations between the parties shall begin within thirty (30) days or as mutually agreed, to following such notification.

31.03 If, pursuant to such negotiations, an agreement on the renewal or amendment is not reached prior to the current expiration date, this Agreement shall automatically be extended until consummation of a new agreement or completion of the proceedings prescribed under the Labour Relations Act., R.S.O. 1970, c.232 of the Province of Ontario as amended, and the Hospital Labour Disputes Arbitration Act., R.S.O. 1970, c.208 as amended.

31.04 Notwithstanding the foregoing provisions, in the event the parties to this agreement agree to negotiate for its renewal through the process of central bargaining, either party to this agreement may give notice to the other party of its desire to bargain for amendments of local matters proposed for incorporation in the renewal of this agreement not earlier than six (6) calendar months nor later than three (3) calendar months prior

to the normal termination date of this agreement. Upon receipt of such notice by one party from the other, both parties will meet within fifteen (15) days thereafter for the purpose of bargaining on local matters.

It is understood and agreed that "local matters" means those matters which have been determined **by-mutual** agreement between the Central Negotiating **Committees** respectively representing each of the parties to this agreement as being subjects for local bargaining directly between the parties to this agreement. It is also agreed that local bargaining shall be subject to such procedures as may be determined **'by mutual** agreement between the' Central **Negotiating** Committees referred to above.

DATED and executed at Toronto, as of the *23* day of *NOVEMBER* 1987.

SERVICE EMPLOYEES INTER-NATIONAL UNION, LOCAL 204, PER:

THE WELLESLEY HOSPITAL PER:

*Alan Edge*

*Pat Harman*

*Noemi Jerei*

*Pat Harman*

*A. Rickson*

*Wendy Macdonell*

*Pauline Gabriel*

*B. Dinnant*

AE/OP

SCHEDULE "A"

CLERICAL WAGE RATES

EFFECTIVE OCTOBER 1 1986- SEPT. 30 1987

		Start	1 Year	2 Years	3 Years
<u>Grade 1</u>					
File Clerk	Hourly	8.81	9.11	9.41	9.73
	Bi-Weekly	616.70	637.70	658.70	681.10
	Monthly	1336.21	1381.71	1427.21	1475.75
<u>Grade 2</u>					
Clerk, Food Services	Hourly	9.03	9.36	9.66	9.98
Cashier, Food Serv.	Bi-Weekly	632.10	655.20	676.20	698.60
Film File Clerk	Monthly	1369.58	1419.63	1465.13	1513.67
<u>Grade 2A</u>					
Communications Clerk	Hourly	9.27	9.59	9.89	10.21
Clerk-Receptionist	Bi-Weekly	648.90	671.30	692.30	714.70
	Monthly	1405.98	1454.52	1500.02	1548.55
<u>Grade 3</u>					
Clerk-Receptionist	Hourly	9.50	9.81	10.13	10.46
(Nursing Serv.,)	Bi-Weekly	665.00	686.70	709.10	732.20
Appointment Clk.O.R.	Monthly	1440.87	1487.88	1536.42	1586.47
Clerk-Typist					
<u>Grade 4</u>					
Admitting Clerk,	Hourly	9.73	10.05	10.38	10.71
Billing Clerk, Clk.	Bi-Weekly	681.10	703.50	726.60	749.70
Typist O.P.D. Lab.,	Monthly	1475.75	1524.28	1574.33	1624.39
St. James Tn. Family					
Practice, Cashier					
Pts. Accts.					
Receptionist & Word					
Processing Operator					
<u>Grade 5</u>					
Chief Communication	Hourly	10.29	10.62	10.97	11.31
Clerk, Sr. Accts.	Bi-Weekly	720.30	743.40	767.90	791.70
Clerk, Payroll Clerk	Monthly	1560.68	1610.74	1663.82	1715.39
Posting Machine Operator					
<u>Grade 5A</u>					
Medical Dicta Typist	Hourly	10.41	10.74	11.09	11.44
	Bi-Weekly	728.70	751.80	776.30	800.80
	Monthly	1578.88	1628.94	1682.02	1735.10

**Grade 6**

Dept. Secretary	Hourly	10.54	10.87	11.23	11.57
Medical Secretary	Bi-Weekly	737.80	760.90	786.10	809.90
Admitting Officer	Monthly	1598.60	1648.65	1703.25	1754.82

Secretary - Nursing  
 Education and Staff  
 Development, Development  
 Assistant

Grade

Asst. to Pt. Acct.	Hourly	10.81	11.15	11.49	11.82
sup. Dispatcher	Bi-Weekly	756.70	780.50	804.30	827.40
Sr. Med. Secretary	Monthly	1639.55	1691.12	1742.69	1792.74

Receiver

Grade 8

Sr. Accts Pay. Clerk	Hourly	11.06	11.40	11.74	12.10
Maint. Planner	Bi-Weekly	774.20	798.00	821.80	847.00
Expeditor, Data	Monthly	1677.47	1729.04	1780.61	1835.21

Input/Inventory  
 Control Clerk, Assistant  
 to Supervisor, Chart  
 Retrieval and Filing  
 Buyer/Secretary Purchasing

EFFECTIVE OCTOBER 1, 1987 - SEPTEMBER 30, 1988

Grade 1

File Clerk	Hourly	9.26	9.56	9.86	10.18
	Bi-Weekly	648.20	669.20	690.20	712.60
	Monthly	1404.46	1449.96	1495.47	1554.00

Grade 2

Clerk, Food Services	Hourly	9.48	9.81	10.11	10.43
Cashier, Food Serv.,	Bi-Weekly	663.60	686.70	707.70	730.10
Film File Clerk	Monthly	1437.83	1487.88	1533.38	1581.92

Grade 2A

Communications Clerk	Hourly	9.72	10.04	10.34	10.67
Clerk-Receptionist	Bi-Weekly	680.40	702.80	723.80	746.90
	Monthly	1474.23	1522.77	1568.27	1618.32

Grade 3

Clerk-Receptionist	Hourly	9.95	10.26	10.58	10.93
(Nursing)	Bi-Weekly	696.50	718.20	740.60	765.10
Appointment Clk.O.R.	Monthly	1509.12	1556.13	1604.67	1657.75

Clerk-Typist

Grade 4

Admitting Clerk:	Hourly	10.18	10.50	10.85	11.19
Billing Clerk, Clk.	Bi-Weekly	712.60	735.00	759.50	783.30
Typist O.P.D. Lab.,	Monthly	1544.00	1592.54	1645.62	1697.19

St. James Tn. Family

Practice, Cashier Pts. Accts.  
 Receptionist & Word Processing Operator

Grade 5

Chief Communications	Hourly	10.75	11.10	11.46	11.82
Clerk, Sr. Accts.	Bi-Weekly	752.50	777.00	802.20	827.40
Clerk, Payroll Clerk	Monthly	1630.45	1683.54	1738.14	1792.74
Posting Machine Operator					

Grade 5A

Medical Dicta-Typist	Hourly	10.88	11.22	11.59	11.95
	Bi-Weekly	761.60	785.40	811.30	836.50
	Monthly	1650.17	1701.74	1757.86	1812.46

Grade 6

Dept. Secretary	Hourly	11.01	11.36	11.74	12.09
Medical Secretary	Bi-Weekly	770.70	795.20	821.80	846.30
Admitting Officer	Monthly	1669.89	1722.97	1780.61	1833.69
Secretary - Nursing Education and Staff Development Development Assistant					

Grade 7

Asst. to Pt. Acct.	Hourly	11.30	11.65	12.01	12.35
sup. Dispatcher	Bi-Weekly	791.00	815.50	840.70	864.50
Sr. Med. Secretary	Monthly	1713.87	1766.96	1821.56	1873.12
Receiver					

Grade 8

Sr. Accts. Pay. Clerk	Hourly	11.56	11.91	12.27	12.64
Maint. Planner	Bi-Weekly	809.20	833.70	858.90	884.80
Expeditor	Monthly	1753.31	1806.39	1860.99	1917.11
Data Input Inventory Control Clerk Assistant to Supervisor, Chart Retrieval and Filing Buyer/Secretary Purchasing					

Employees assigned "Charge" duties receive \$0.25 per hour in addition to their respective hourly rate.

LETTER OF INTENT

Re: Liability Insurance

Upon request of the Local Union, and with reasonable notice, the Hospital will provide a union representative the opportunity to read the provisions of the insurance policy or policies as to employee liability insurance coverage for the classifications of employees represented by the Union.