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COLLECTIVE AGREEMENT

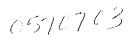
BETWEEN

THE WELLESLEY HOSPITAL (CLERICAL UNIT)

- AND -

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

EXPIRY: SEPTEMBER 30, 1990



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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, Director Patient Registration and Health Records, 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** Affairs, 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 Dues deducted by the 15th of the month shall be remitted monthly to the the Union no later than the end of the month in which the dues were deducted, 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 STRIKES 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	Administratio	n			-	2
Patient	Registration	and	Health	Records	[1
Accounti	ng					1
	& Paramedical				-	1
	Services				and an	1
Medical	Secretaries				- 1	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. d.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 Department Head, or his delegate, at which time the written record of the grievance shall be submitted 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 no-t 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 **my** 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 arbitrat ion. 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 OK 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 majoirty 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 'I 2 - 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 arb 1 trat ion 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 24 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 Layoff and Recall

- (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 abil ity 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 1 year of service - one week's notice

1 year or more but less than 4 years' service - Two weeks' notice

4 years or more but Less than 8 years' service - Four weeks ' notice

8 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 classif ication 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 hol idays) 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.
- (1) 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 layoff..

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) 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.

- (d) 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 maximum number of positions to which an employee may request transfer at any one time is three (3). Requests for transfer shall become active upon receipt and must be renewed during the month of January of each year to remain so. The request for transfer-will be considered when vacancies occur.
- (e) Employees shall. be selected for positions under either Article 13.01(c) or 13.01(d) on the basis of their ability, experience and qualifications. Where these factors are relatively equal amongst the employees considered, seniority shall govern providing the applicant is qualified to perform the available work.
- (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 nonrecurring 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) Successful. applicants and newly hired employees will not be permitted to apply for job postings or any subsequent vacancies for a period of six (6) months, unless otherwise mutually agreed.
- (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 established 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 'I 5 -- 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 (0.43) per hour for 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., considerat ion for such experience . Any such claim shall be accompanied by verification of pre-The Hospital shall then evaluate viously related experience. such experience during the probationary period . Where, in the Hospi tal'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.

1 5.04 CJassif_ication

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 class if 1cat 1on 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,

16.04 Pay shortages of less than one regular day's wages will be corrected on the following pay day, and pay shortages of one regular day's wages or more will be corrected as soon as practicable thereafter, however, before the next pay day.

ARTICLE **17 - ACCOMMODATION**

17.01 Whenever employees take their meals at the Hospital, a cafeteria will be provided for such employees' convenience.

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. The hospital further agrees to meet directly with the representative of the Union or through the Occupational Health and Safety Committee to discuss the need for any protective clothing or safety equipment in addition to that which the hospital is presently providing.

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 ation on related matters has occurred within the two (2) year period.

17.06 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 \$35.00 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 conjuction 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) 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.
 - (h) When an employee performs authorized overtime work of at least three and one-half (3 1/2) hours duration in conjunction with her normal shift, the hospital will schedule a break period of fifteen (15) minutes duration with no loss of pay.

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 he 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 onehalf 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 (11/2) 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 two dollars and ten cents (\$2.10) 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 poss ible when requested to do so. Standby pay shall, however, cease where the employee is called in to work under Article 19.09(a) and (b) above and works during the period of standby.
 - (d) Pull- 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,

19.11 The parties agree to investigate the possible introduction of a compressed/flexible work week. The terms and conditions for implementation of a compressed/flexible work week shall be subject to mutual agreement by the Union and the hospital and further that there shall not be any additional costs incurred by the hospital.

ARTICLE 20 - SHIFT PREMIUM

20.01 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 two (2) 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, (The second floating holiday is effected with the 1989 calendar year.)

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 day 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 employ-~ ment.

ARTICLE **22** - VACATIONS

22.01 Effective the 1989 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 vaca-The entitlement will be increased by one (1) day tion with pay. 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 as of September 1st of any year will receive two (2) weeks' vacation with pay. Employees who have been continuously employed for three (3) years or more as of 1st September of any year 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 fifteen (15) years or more as of September 1st of any year will receive five (5) weeks vacation with pay. Employees who have been continuously employed for 25 years or more as of September 1st of any year will receive 6 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 3 1st 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 3 1st 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 entitle-ments 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 carier 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 pro-vided the balance of the monthly premium is paid by the employee through payroll deduct ion . As a cond ition of employment, all eligible future employees coming into the bargaining unit shall be required to enroll into the plan. In addit ion to the standard benefits, coverage will include vision care (maximum \$60.00 every 24 months). As well as a hear ing a id allowance to lifetime **maximum** of \$300,00 per person. Effective October 1, 1989 the vision care allowance will become \$90,00.
- (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. Effective October 1,1989 the Group Life Insurance will **be** 100% paid by the hospital.

- (e) 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.
- (f) 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.
- (g) 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.

Effective July 1, 1990, the Hospital's contribution becomes seventy-five percent (75%) of the billed premiums.

- (h) 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.
- 23.02(a) 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 Hospital& of Ontario Disability Plan (HOODIP) brochure.
 - (b) In order to qualify for sick leave an employee must notify his Supervisor or, in his absence, the Communications Operator, as soon as possible and at least one (1) hour prior to the beginning of the employee's shift. The hospital reserves the right to require proof of illness by an acceptable medical certificate or such other form of proof as the hospital may require before sick leave is granted.

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 **my** be mainteind for a **maximum** of six (6) months by prepayment of the premium.

Notwithstanding the above service shall accrue for a period of fifteen (15) weeks if an emloyee's absence is due to a **disability** resulting in W.C.B. benefits.

For employees in receipt of Workers' Compensation Board benefits, 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.
- Id) It is further understood that during such unpaid absence, credit for seniority for purposes of promotion, demotion, trasnfer or lay-off shall be suspended and not accure during the period of absence. Notwithstanding this provision seniority shall accrue during maternity or adoption leave, or for a period of eighteen (18) months if an employee's absence is due to a disability resulting in W.C.B. benefits, or for a period of one (1) year if an employee's unpaid absence is due to an illness.

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 my request commencing during the period of eleven (11) weeks immediately preceding the estimated day of her delivery.

An employee on leave as set out above who is in receipt of Unemployment Insurance pregnancy benefits pursuant to Section 18 of the Unemployment Insurance Act, 1971, shall be paid a supplemental employment That benefit will be equivalent to the diffbenefit. erence 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) The employee's regular weekly earnings shall weeks. be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave time:; 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.

Notwithstanding the above, effective April 1, 1989, absences due to pregnancy related illness shall be considered as sick leave under the sick leave plan.

- (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.

Effective April 1, 1989, credits for service shall accumulate for the initial seventeen (17) weeks from the commencement of the Leave while an employee is on maternity 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.

Effective April 1, 1989, the Hospital will continue to pay its share of the premiums of the subsidized employee benefits in which the employee is participating for the initial seventeen (17) weeks from the commencement of the leave while the employee is on maternity leave.

- (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.

Effective April 1, 1989, an employee intending to resume employment with the Hospital is required to advise the Hospital 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 maternity leave, the employee shall be reinstated to her former duties, on the same shift, in the same department, and at the same rate of pay.

24.03 Adoption Leave

(a) Where an employee, with at least ten (10) months of continuous service qualifies to adopt a child, such employee will 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) Effective April 1, 1989 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 adoption 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 com pletion 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 adoption benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her regular hourly rate on her last day worked prior to the corn-mencement of the Leave times her normal weeky hours.
- (c) 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.**

Effective April 1, 1989 credits for service and seniority shall accumulate for the initial seventeen (17) weeks from the commencement of the leave while an employee is on adoption leave.

Effective April 1, 1989, the Hospital will continue to pay its share of the premiums of the subsidized employee bneefits in which the employee is participating for the initial seventeen (17) weeks from the commencement of the leave while the employee is on adoption leave.

(d) 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, pro-vided 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 It is understood that not more than one (1) Union office. employee in the bargaining unit may be on such leave at the same Such leave if granted shall be for a period of one (1) time, 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 Agree-It will become the responsibility of the employee for ment. 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 Hopsital 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 her regular pay for her scheduled hours in conjuction with the day of the funeral of a member of her immediate family. "Immediate family" means parent, brother, sister, spouse, son, daughter, son-in-law, daughter-in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent, grandchild, guardian, or step parent.

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.

An employee who is absent from work as a result of an 28.02 illness or injury sustained at work and who has been awaiting approval of a claim for Workers' Compensation for a period longer than one complete pay period may apply to the hospital for payment equivalent to the lesser of the benefit she would receive from Workers' Compensation if her claim was approved, or the benefit to which she would be entitled under the short term sick portion of the disability income plan (HOODIP or equivalent plan). Payment will be provided only if the employee provides evidence of disability satisfactory to the hospital and a written. undertaking satisfactory to the hospital that any payments will be refunded to the hospital following final determination of the claim by the Workers' Compensation Board. If the claim for Workers ' Compensation is not. approved, the monies paid as an. advance will be applied towards the benefits to which the employee would be entitled under the short term portion of the disability income plan. Any payment under this provision will continue for a maximum of fifteen (15) weeks.

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 Where new or greater skills are required than are already possessed by affected employees under the present methods of operation, such employees shall be given a period of training, with due consideration being given to the employee's age and previous educational background, during which they **my** perfect or acquire the skills necessitated by the new method of operation. The employer will assume the cost of tuition and travel. There shall be no reduction in wage or salary rates during the training period of any such employee. Training shall be given during the hours of work whenever possible and may extend for up to six (6) months.

29.04 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.

29.05 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. 06 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.

29.07 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 Ophthamologist 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.

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.

30.08 Where the hosp ital identifes high risk' areas where employees are exposed to Hepatitis B, the hospital will provide, at no cost to the employee, a Hepatitis B vaccine.

ARTICLE 31 - DURATION, RENEWAL AND TERMINATION

31.01 This agreement shall continue in effect until September 30, 1990 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, **27** day of **JUNE** 1989.

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

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THE WELLESLEY HOSPITAL PER:

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AE/OP

SCHEDULE "A"

CLERICAL WAGE RATES

EFFECTIVE OCTOBER 1 1988 - SEPT. 30 1989

Pay Grade		Start	1 Year	2 Years	3 Years
10	H 0 ur 1y Monthly Bi-Weekly	1865.54	1920.14		2029.35
9	Hourly Monthly Bi-Weekly	1842.79	1897.39		2006.59
8	Hourly Monthly Bi-Weekly	1820.04	1874.64	1929.24	1983.84
7	Hourly Monthly Bi-Weekly	1797.30	1851.89	12.57 1906.49 879.92	1961.09
6	Hourly Monthly Bi-Weekly	1757.86	1812.46		1921.66
5	Hourly Monthly Bi-Weekly	1678.99	1730.56	11.75 1782.12 822.52	1833.69
4	Hourly Monthly Bi-Weekly	10.52 1595.57 736.42	1645.62	1695.67	1745.72
3	Hourly Monthly Bi-Weekly	1542.48	1591.02		1688.09
2	Hourly Monthly Bi-Weekly		1537.93		1631.97
1	Hourly Monthly Bi-Weekly	1439.35	1484.85		

SCHEDULE "A"

CLERICAL WAGE RATES

EFFECTIVE OCTOBER 1 1989 - SEPT. 30 1990

Pay Grade		Start	1 Year	2 Years	3 Years
10	Hourly Monthly Bi-Weekly	12.87 1951.99 900.92	13.23 2006.59 926.12	13.59 2061.20 951.32	13.95 2115.80 976.52
9	Hourly Monthly Bi - Weekly	1929.24	1983.84	2038.45	2093.05
8	Hourly Monthly Bi-Weekly	1906.49	1961.09	2015.69	2073,33
7	Hourly Monthly Bi-Weekly	1883.74	1938,34	1992.94	2047,54
6	Hourly Monthly Bi-Weekly	1844.31	1898.91	1953.51	2008.11
5	Hourly Monthly Bi-Weekly	1765.44	1817.01	1868.57	1920.14
4	Hourly Monthly Bi-Weekly	11.09 1682.02 776.32	11.42 1732.07 799.42	11.75 1782.12 822.52	12.08 1832.17 845.62
3	Hourly Monthly Bi-Weekly	1630.45	1677.47	1726.01	1776.06
2	Hourly Monthly Bi-Weekly	10.41 1578.89 728.72	10.71 1624.39 749.72	11.02 1671.40 771.42	11.33 1718.42 793.12
1	Hourly Monthly Bi-weekly	10.06 1525.80 704.22	10.36 1571.30 725.22	10.66 1616.80 746.22	10,96 1662,30 7 69,08

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

SCHEDULE "A"

GRADE	Classification	Department
Grade 1		
Grade 2	Menu Office Clerk	Microbiology Nutrition & Food Services Cafeteria
	Cashier	Caleceria
Grade 3	File Clerk File Clerk, Transcription	Clinical Pathology Health Records
Grade 4	Posting Clerk Outpatient Billing Clerk Computer Processing Clerk Payroll Clerk Clerk Accounts Clerk Clerk Receptionist/ Accounts Clerk Central Registry Clerk File Clerk, Coding File Clerk, Coding File Clerk, Doctors Room Evening File Clerk File Clerk, Chart Retrieval Microfilm Clerk Data Entry Clerk File Clerk, Emergency Sheets Receptionist Clerk Receptionist Clerk Receptionist Clerk Receptionist Clerk Receptionist Sr. Clerk Receptionist Clerk Receptionist Clerk Receptionist Clerk Receptionist Clerk Receptionist Clerk Typist/Receptionist Clerk Typist/Receptionist Clerk Typist/Receptionist Clerk Typist Clerk Typist	Patients' Accounts Finance Finance Payroll I.C.U. Radiology Radiology Radiology Health Records Health Records Health Records Health Records Health Records Health Records Outpatient Department Health Records Outpatient Department Health Records Psychiatry Radiology Electrocardiogram Lab (E.C.G.) Occupational Health Eye Clinic M.O.P.S./S.O.P.S. Fracture Clinic M.O.P.S./S.O.P.S. Rehabilitation Medicine Audio-Vest Lab Administration Pre-Admission & I.V. Services Library Services Development Purchasing Microbiology Social Services Electrocardiogram Haemotology O.D.P., Lab Clinical Biochemistry

Clerk Typist Clerk Typist Clerk Typist Doctors Message Centre Clerk Film File Clerk Clerk

Grade 5 Inventory Clerk Patient Accounts Clerk Posting Clerk, Patients Accounts Outpatients Billing Clerk Appointments Clerk Admitting Clerk

> Booking Clerk Central Registry Clerk (shifts) Clerk Receptionist Clerk Receptionist

Clerk Receptionist Clerk Receptionist Clerk Receptionist Communications Clerk Senior Clerk Typist Senior Clerk Information Clerk Night Clerk T.V. and Telephone Clerk

Grade 6 Accounts Payable Clerk Credit and Collections Clerk Senior: Appointments Clerk Senior Payroll Clerk Assistant Cashier Cashier, Patient Accounts Receptionist Clerk Receptionist Clerk Receptionist Senior Clerk Typist Colposcopy Medical Secretary Transcriptionist (Medical (Dicta) Medical Secretary Medical Secretary Secretary, Clin. Biochemistry Secretary Secretary

Secretary

I.V. Services Central Lab OBS/GYN Communication Centre Radiology Library Services Finance Finance Finance Finance Outpatients Department Patient Registration and Health Records Operating Room 'Health Records Endoscopy In-Patient Nursing Units Operating Room Cystoscopy Intensive Care Unit Communications Centre Family Practice Unit St. Jamestown Communications Centre Nursing Office Instructional Media Services Finance Patients' Accounts Outpatient Department Finance Finance Finance Health Records Emergency Department 'Burn Centre Nursing Office Outpatient Department A Health Records Surgery All Physicians unless otherwise noted Biochemistry Purchasing Nutrition & Food Services O.P.D. Psychiatry

		Secretary Secretary Secretary
		Secretary
		Secretary Secretary
		Secretary
		Secretary
		Secretary Secretary Secretary Secretary Secretary Secretary
Grade	7	Staffing Clerk Telecommunications Control Clerk Chief Clerk Senior Accounting Clerk Secretary Medical Secretary to Physician-in-Chief Medical Secretary
		Dispatcher Secretary Receiver - Shipper Development Assistant Supervisory Assistant
Grade	8	Senior Patient Accounts Clerk: Data Input, Inventory Control Clerk Res. and Payables Clerk Budget and Billings Clerk Medical Secretary Medical Secretary to Physician-in-Chief Medical Secretary to Physician-in-Chief Departmental Secretary Curriculum Secretary Admitting Officer
		Office Assistant

Development ECG Lab Medical Education Administration Education and Organizational Development Social Services Respiratory Therapy Services Nursing Education and Organizational Development Instructional Media Services 'Pharmacy Services Occupational Health Rehabilitation Services Building Services Chaplaincy Services Materials Management Nursing Office Communications Centre Communications Centre Finance Enviornmental Services OBS/GYN Head of Family and Community Medicine Building Services Materials Management Development Outpatients Department Finance Materials Management Finance Finance Medicine/Rheumatology Endocrinology Rheumatic Disease Surgery Medical Administration Patient Registration and Health Records St. Jamestown

Grade 9 Supervisory Assistant Maintenance Planner Buyer Secretary

Health Records Building Services Purchasing

Grade 10

LETTER OF INTENT

Re: Liability Insurance

Upon request of the Local Union, and with reasonable notice, the Hopsital 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.