

260 Employees

Unit No. 2A

|                      |       |    |    |
|----------------------|-------|----|----|
| SOURCE               | Union |    |    |
| Wages<br>EFF.        | 93    | 10 | 01 |
| TERM.                | 93    | 10 | 10 |
| No. OF<br>EMPLOYEES  | 260   |    |    |
| NOMBRE<br>D'EMPLOYÉS | 260   |    |    |

COLLECTIVE AGREEMENT

BETWEEN

THE WELLESLEY HOSPITAL  
(CLERICAL UNIT)

- AND -

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

EFFECTIVE: OCTOBER 1, 1992

EXPIRY: OCTOBER 10, 1993

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COLLECTIVE AGREEMENT

Between

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

and

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 204  
A.F. of L., C.I.O., C.L.C.  
(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 - IRECOGNITION**

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, Director of Human Resources, Finance and Strategic Planning, two Committee Secretaries, 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.

In relation to -the Memorandum of Understanding that is attached to and forms part of this collective agreement, in those instances where the current incumbent is not a member of the bargaining unit, the incumbent will not be obligated to join the bargaining unit. However, the position is considered a bargaining unit position, and when the incumbent vacates the position and a replacment is hired, the replacement will be a member of the bargaining unit.

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 classification is not included in the bargaining unit.

Confidential Personnel. Assistants

### **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, eye, 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 Employees not covered by the terms of this Agreement will not perform duties normally assigned to those employees who are covered by this Agreement, except for the purposes of instruction, experimentation, or in emergencies when regular employees are not readily available.

Note: The purpose of this clause is the protection of the work of the bargaining unit employees and not the broadening of that work to other areas.

4.08 On request by the Union the Hospital will undertake to review contracted services which fall within the work of the bargaining unit,, The purpose of the review will be to determine the practicality of increasing the degree to which bargaining unit employees may be utilised to deliver such services in the future, The Hospital further agrees that the results of their review will be submitted to the Staff Planning Committee for its consideration.

#### 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.

ance 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 without 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 - CENTRAL BARGAINING COMMITTEE

7.01(a) In the event the parties to this Agreement agree to negotiate for its renewal through the Process of central bargaining, it is agreed that one (1) representative from the bargaining unit shall be entitled to leave of absence to attend either the central negotiations ( including caucuses) or only the central Union caucuses (including reasonable travel time) .

It is understood and agreed that the leave of absence for attendance at such caucuses shall not be for more than one (1) day exclusive of reasonable travel time for each scheduled negotiation session between the central negotiating committees.

Leave for attendance at the central Union caucuses shall be subject to the same terms and conditions for leave of attendance at negotiations under the provisions of the Collective Agreement.

- (b) In future central bargaining between the Service Employees International Union and the participating hospitals, an employee serving on the Union's central negotiating committee shall be paid for time lost from his normal straight time working hours at his regular rate of pay and without loss of leave credits for attending central negotiating meetings with the Hospital's central negotiating committee in direct negotiations up to the point of arbitration, Upon reference to arbitration, the negotiating committee members shall receive unpaid time off for the purpose

of attending arbitration hearings. It is understood and agreed that the maximum number of Union central negotiating committee members entitled to payment under this provision shall be seven (7) and in no case will more than one (1) employee from a hospital. be entitled to such payment. The Union shall advise the Hospital's central. negotiating comittee, before negotiations commence, of those employees to be paid under this provision. The hospital's central negotiating committee shall advise the seven (7) hospitals accordingly.

#### 7. 02 Local Negotiating Committee

- (a) The Hospital agrees to recognize a Negotiating Committee comprising of six (6) members to be elected, or appointed from amongst employees in the bargaining unit, who have completed their probationary period.
- (b) Where the Hospital participates in central bargaining the purpose of the Negotiating Committee shall. be to negotiate local issues as defined.
- (c) Where the Hospital does not participate in central. bargaining, the purpose of the Negotiating Committee shall be to negotiate a renewal of this Collective Agreement.
- (d) The Hospital agrees that the members of the Negotiating Committee shall suffer no loss of earnings for time spent during their regular scheduled working hours in attending such negotiating meetings with the Hospital up to, but not including, arbitration.
- (e) Nothing in this provision is intended to preclude the Union Negotiating Committee from having the assistance of any representatives of the Union when negotiating with the Hospital..
- (f) The number of employees on the Negotiating Committee shall be determined locally.
- (g) The Hospital agrees that if a negotiation meeting prior to conciliation or arbitration lasts for four (4) hours or more, that members of the negotiating committee who are scheduled to work the shift immediately following the commencement of the meeting will not be required to report for work provided they notify the Hospital of such intention,,

**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 |
| Patient Registration and Health 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 For the purpose of this Agreement, a grievance or complaint is defined as a difference arising either 'between a member of the bargaining unit and the Hospital or between the parties 'hereto relating to the interpretation, application, administration or alleged violation of the Agreement.

9.02 The grievance shall identify the nature of the grievance,, the remedy sought, and should, where possible specify the provisions of the Agreement which are alleged to have been violated.



9.03 At the time formal discipline is imposed or at any stage of the grievance procedure an employee shall have the right, upon request, to the presence of his/her steward. In the case of suspension or discharge, the Hospital shall notify the employee of his right in advance.

Where the Hospital deems it necessary to suspend or discharge an employee, the Hospital shall notify the Union of such suspension or discharge in writing, within three (3) days.

9.04 It is the mutual desire of the parties hereto that complaints shall be adjusted as quickly as possible, and it is understood that an employee has no grievance until he has first given his immediate supervisor the opportunity of adjusting his complaint. The grievor may have the assistance of a union steward if he so desires.

Such complaint shall be discussed with his immediate supervisor within five (5) days after the circumstances giving rise to it have occurred or ought reasonably to have come to the attention of the employee.

Failing settlement within the five (5) days, it shall then be taken up as a grievance within five (5) days following his immediate supervisor's decision in the following manner and sequence.

#### Step 1

The employee shall submit the grievance, in writing, and signed by him, to his immediate supervisor. The employee may be accompanied by a Union steward. The immediate supervisor will deliver his decision in writing within five (5) days following the day on which the written grievance was presented to him, Failing settlement then:

#### Step 2

Within five (5) days following the decision under Step 1 the employee, accompanied by a union steward, or the union steward shall submit the written grievance to his Department Head, who will deliver his decision in writing within five (5) days following the day on which the grievance was presented to him.

This step may be omitted where the employee's immediate supervisor and Department Head are the same person. Failing settlement then:

#### Step 3

Within five (5) days following the decision in the immediately preceding step, the grievance shall be submitted in

writing to the Chief Executive Officer of the Hospital or the designated Hospital representative.

A meeting will then be held between the Chief Executive Officer or the designated Hospital representative and the designated union representatives who may be accompanied by the general representative of the Union, within five (5) days of the submission of the grievance at Step 3, unless extended by mutual agreement of the parties.

The decision of the Hospital shall be delivered in writing ten (10) days following the date of such meeting.

#### 9.05 Policy Grievance

A complaint or grievance arising directly between the Hospital and the Union concerning the interpretation, application or alleged violation of the Agreement shall be originated at step 3 within ten (10) days following the circumstances giving rise to the grievance.

It is expressly understood, however, that the provisions of this Article may not be used with respect to a grievance directly affecting an employee which he could have instituted himself and the regular grievance procedure shall not be thereby by-passed.

Where the grievance is a Hospital grievance it shall be filed with the Grievance Committee.

#### 9.06 Group Grievance

Where a number of employees have identical grievances, and each one would be entitled to grieve separately, they may present a group grievance, in writing identifying each employee who is grieving,, to the Department Head, or his designate within ten (10) days after the circumstance shall then be treated as being initiated at Step 2 and the applicable provisions of this Article shall then apply with respect to the handling of such grievance.

#### 9.07 Discharge Grievance

If an employee , who has completed his probationary period, claims that he has been unjustly discharged, such claim must be submitted by the employee, who may be accompanied by a union steward, or by the union steward at step 3 of the grievance procedure to the Hospital within five (5) days following the date the discharge is effective..

Such grievance may be settled under the Grievance and Arbitration procedure by:

- (a) confirming the Hospital's action in discharging the employee, or
- (b) reinstating the employee with up to full seniority for time lost and up to full compensation for time lost,
- (c) any other arrangement which may be deemed just and equitable.

9.08 Failing settlement under the foregoing procedure, any grievance may be submitted to arbitration as hereinafter provided. If no written request for arbitration is received within ten (10) days after the decision under step 3 is given, the grievance shall be deemed to have been abandoned.

9.09 All agreements reached, under the grievance procedure, between the representatives of the Hospital and representatives of the Union will be final and binding upon the Hospital, the Union and the employee(s).

9.10 When either party requests that any matter be submitted to arbitration as provided in this article, it shall make such request in writing addressed to the other party to this agreement, and at the same time appoint a nominee. Within five (5) days thereafter, the other party shall appoint its nominee, provided however, that if such party fails to appoint its nominee as herein required, the Minister of Labour for the Province of Ontario shall have the power to make such appointment upon application thereto by the party invoking the arbitration procedure. The two nominees shall attempt to agree upon a chairman of the Arbitration Board. If they are unsuccessful in agreeing upon such a chairman within a period of ten (10) days of the appointment of the second nominee, they shall then request the Minister of Labour for the Province of Ontario to appoint a chairman.

9.11 No person may be appointed to the Arbitration Board who has been involved in an attempt to negotiate or settle the grievance.

9.12 The Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to or amend any part of this Agreement,,

9.13 No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the grievance procedure.

9.14 The proceedings of the Arbitration Board will be expedited by the parties hereto and the decision of the majority, and where there is no majority, the decision of the Chairman, will be final and binding upon the parties hereto and the employee or employees concerned ,

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

9.16 Saturdays, Sundays and Holidays are not to be counted in the time Limits as set out in Article 9.

9.17 Wherever Arbitration Board is referred to in the agreement, the parties hereto may mutually agree in writing, to substitute a single arbitrator for the Arbitration Board at the time of reference to arbitration and the other provisions referring -to Arbitration Board shall appropriately apply.

#### ARTICLE 10 - SENIORITY

10.01 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.

10.02 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

10.03 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,,

#### 10.04 Loss of Seniority

An employee shall lose all seniority and shall be deemed terminated if :

- (a) employee quits;
- (b) employee is discharged and the discharge is not reversed through the grievance and arbitration procedure;

- (c) employee is absent from scheduled work for a period of three (3) or more consecutive working days without notifying the Hospital of such absence and providing a reason satisfactory to the Hospital;
- (d) employee fails to return to work upon the expiration of a leave of absence or utilizes a leave of absence for a purpose other than that for which it was granted;
- (e) employee has been laid off **for** twenty-four (24) months;
- (f) employees fails upon being notified of a recall to signify his intention to return within five (5) working days after he has received the notice of recall, and fails to report to work within ten (10) working days after he has received the notice of recall;
- (g) employee is absent due to illness or disability which absence continues for thirty (30) calendar months from the time the disability or illness commenced.

Note: This clause shall be interpreted in a manner consistent with the provisions of the Ontario Human Rights Code.

## ARTICLE 11 - JOB SECURITY

11.01(a) With respect to the development of any operating or re-structuring plan which may affect the bargaining unit, the Union shall be involved in the planning process from the early phases through to the final phases of the process,.

### (b) Staff Planning Committee

In addition to that, and to any other planning committee in the Hospital Of a more broadly representational make-up, there shall be immediately established a Staff Planning Committee for the bargaining unit, which shall meet during the term of this agreement every three months, unless otherwise mutually agreed by the parties. It shall be the function of the Staff Planning Committee to consider possible ways and means of avoiding or minimizing potential adverse effects upon employees in the bargaining unit, including:

- (i) identifying and proposing possible alternatives to any action that the hospital may propose taking;

(ii) identifying and seeking ways to address the retraining needs of employees;

(iii) identifying vacant positions within the Hospital for which surplus members of the bargaining unit might qualify, or such positions which are currently filled but which are expected to become vacant within a twelve (12) month period,

#### Composition and Meetings

The Committee shall be comprised of equal numbers of representatives of the hospital and from the Union. The number of representatives is to be determined locally, and shall consist of at least two representatives from each party.

Meetings of the committee shall be held during normal working hours. Representatives attending such meetings during their regularly-scheduled hours of work shall not lose regular earnings as a result of such attendance. The Hospital shall make typing and other such clerical assistance available as required.

Each party shall appoint a co-chair for the Committee, Co-chairs shall chair alternate meetings of the Committee and will be jointly responsible for establishing the agenda of the Committee meetings, preparing minutes and writing such correspondence as the Committee may direct.

#### Disclosure

To allow the Staff Planning Committee to carry out its mandated role under this Article, the Hospital will provide the Committee with pertinent financial and staffing information and with a copy of any reorganization plans which impact on the bargaining unit.

#### Accountability

The Committee shall submit its written recommendations to the Chief Executive Officer of the Hospital and the Board of Trustees. Where there is no consensus within the Committee, the individual members of the Committee shall be entitled to submit their own recommendations. Any agreement between the Hospital and the Union resulting from the above review concerning the method of implementation will take precedence over the other provisions of this agreement.

## 11.02 Notice of Lay-off

### (a) Union

There shall be at least three months' notice to the Union in the event of a proposed lay-off of a permanent or long-term nature or in the event of a substantial bed cut-back or cut-back in service which affects or could affect the bargaining unit.

### (b) Employees

In the event of a lay-off of a permanent or long-term nature, the Hospital will provide affected employees with two (2) weeks' notice for each year of service to a maximum of twelve (12) weeks, provided the affected employee has more than twelve (12) months' service. Employees with less than twelve (12) months' service will be entitled to notice in accordance with the provisions of the Employment Standards Act. A copy of any notice of lay-off to an employee will be provided to the Union at the same time.

## 11.03 Severance and Retirement Options

### (a) Severance Pay

Within the lesser of thirty (30) days from the date of notice of lay-off or the notice provided above an employee with more than twelve (12) months' service with the Hospital who has received notice of lay-off of a permanent or long-term nature may resign, forfeiting the right to notice. Such employees will receive the balance of the notice as severance pay,

### (b) Retirement Allowance

Within thirty (30) days from the date of notice of lay-off, an employee who has received notice of lay-off of a permanent or long-term nature may retire provided that the employee is eligible to retire under the terms of the Hospitals of Ontario Pension Plan, An employee who chooses this option forfeits her right: to notice and will receive severance pay on the basis of one (1) weeks' pay for each year of service with the Hospital to a maximum of twenty-six (26) weeks on the basis of the employees normal weekly earnings. In addition, full-time employees will receive a lump sum payment equal. to \$1,000.00 for every year less than age 65, to a maximum of \$5,000.00.

Note : The Hospital may offer any employee a retirement option as provided above, in order to avoid potential. lay-offs in the unit.

(c) A full-time employee who has completed one year of service and

(i) whose lay-off is permanent, or

(ii) who is laid off for 26 weeks in any 52 week period, and who has not elected to receive a severance payment under either (a) or (b) of this Article,

shall be entitled to severance pay equal to the greater of two weeks' pay, or one week's pay per year of service to a maximum of 26 weeks' pay. This entitlement shall not be in addition to any entitlement to severance pay under the Employment Standards Act, but at the same time, shall not preclude an employee from claiming any greater entitlement which that Act may at some point come to provide.

An employee may elect to defer receipt of this severance payment while his or her recall rights are still in effect. Once an employee does opt to receive the severance payment, he or she shall be deemed to have resigned, and his or her recall rights shall be extinguished.

#### 11.04 Regional Staff Planning Committees

The central parties agree to establish Regional Staff Planning Committees to facilitate the redeployment of laid off employees among the Participating Hospitals.

To achieve this objective the Hospital Staff Planning Committee will forward to the Regional Staff Planning Committee a list of the names and addresses of laid off employees who have expressed an interest in working at other Participating Hospitals and who have undertaken skills assessment procedures provided by any government training agency, such as HTAP, that may be in place,,

In filling vacancies not filled by bargaining unit members the Hospitals are encouraged to give first consideration to laid off employees who are on the list and who are qualified to perform the work. For benefit-entitlement purposes, it is recognized that hospitals shall be free to grant to any employees hired through this process full credit for service earned with another hospital.

The size, structure, composition, and activities of each Committee will be mutually determined by the parties, and application will be made to any available funding source for the funding of administrative expenses.



## 11.05 Lay-off and Recall

- (a) 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.
- (b) 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.

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

In the event that there are no employees with Lesser seniority in Lower or identical paying classifications as defined in this Article, a Laid off employee will have the right to displace an employee with lesser seniority, who is the least senior employee in a classification where the straight time hourly rate at the Level of service corresponding to that of the laid off employee is within 5% of the Laid off employee's straight time hourly rate provided he can perform the duties without training other than orientation . Such employee so displaced shall be Laid off.

- (c) An employee shall have opportunity of recall from a lay-off to an available opening, in order of seniority, provided he has the ability to perform the work before such opening is filled on a regular basis under a job posting procedure. The posting procedure in the collective agreement shall not apply until the recall process has been completed.
- (d) In determining the ability of an employee to perform the work for the purposes of the paragraphs above, the Hospital shall not act in an arbitrary or unfair manner .

- (e) 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.
- (f) No new employee shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so, in accordance with the loss of seniority provision, or have been found unable to perform the work available.
- (g) 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 five (5) 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 ten (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.
- (h) Employees on lay-off or notice of lay-off shall be given preference for temporary vacancies which are expected to exceed (10) working days. An employee who has been recalled to such temporary vacancy shall not be required to accept such recall. and may instead remain on lay-off.
- (i) No full-time employee within the bargaining unit shall be laid off by reason of his/her duties being assigned to one or more part-time employees.
- (j) In the event that a lay-off commenced 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,
- (k) A laid off employee shall retain the rights of recall for a period of twenty-four (24) months from the date of lay-off.

#### 11.06 Benefits on Lay-off

In the event of a lay-off of a full-time employee, the Hospital shall pay its share of insured benefits premium up to three (3) months from the end of the month in which the lay-off

occurs or until the laid off employee is employed elsewhere, whichever occurs first.

## ARTICLE 12 - JOB POSTING

12.01(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 seven (7) 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. Vacancies created by the filling of an initial permanent vacancy within the bargaining unit shall be posted for a period of three (3) consecutive days excluding Saturday, Sunday and holidays).

The name of the successful applicant shall be posted for a period of five (5) working days (excluding Saturdays, Sundays and observed holidays) and unsuccessful applicants will be notified. 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 Human Resources 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 12.01(c) or 12.01(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) Where there are no successful applicants from within this bargaining unit for positions referred to in

Article 12.01(a) employees in other SEIU service bargaining units at the Hospital will be considered for such position prior to considering persons not employed by the Hospital. The employees eligible for consideration shall be limited to those employees who have applied for the position in accordance with Article 12.01(a) and selection shall be made in accordance with Article 12.01(e).

(g) The Management reserves the right to hire outside help or transfer, or promote persons presently in the employ of the Hospital Provided the applicants who applied in accordance with Article 12.01(a) or 12.01(e) are not capable of performing the work required. The Hospital will notify the Chief Steward when employees are hired.

(h) 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.

This clause would not preclude such employees from using the job posting provision under the collective agreement and any successful applicant who has completed his probation period will be credited with the appropriate seniority.

(i) 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.

(j) If the employee is maintained in the new job, she shall then 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 i r k increment stages in accordance with the time served in the new job.

- (k) 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.

- (l) 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.
- (m) 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 13 - BULLETIN BOARDS**

13.01 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 Human Resources of the Hospital.

### **ARTICLE 14 - WAGES**

14.01 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.

- 14.02(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 provided that where the assignment is for more than one working day, the employee shall receive the equivalent of one step in the wage rate of her previous classification or (0.43) per hour whichever is the greater. Where the assignment is for a period of six (6) weeks or longer,, the employee shall receive the equivalent salary of the assigned classification.
- (e) Premium pay for charge duties is in addition to any shift premium and is not to be subject to the provisions of Article 18.02(e).

14.03 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 one (1) year's 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 of the collective agreement.

#### 14.04 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 change in the job content of an existing classification which in reality causes such classification to become a new classification, the Hospital shall meet with a Union evaluation committee, comprised of not more than three representatives, one of whom shall be the Chief Steward, for the purpose of determining a mutually satisfactory rate for the classification. Any change mutually agreed to resulting from such meeting shall be retroactive to the date the Hospital notified the Union of the new classification or the change in job content. 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 the Hospital notified the Union of the new classification or the change in job content.

14.05 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 15 - PAY DAY

15.01 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.

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

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

15.04 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 16 - ACCOMMODATION

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

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

16.03 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.

16.04 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.

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

16.06 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.

16.07 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 17 - RELIEF AND **BREAK** PERIODS

17.01(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 18 - HOURS OF WORK

- 18.01(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.
- 18.02(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) Callback 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 five dollars (\$5.00).
- (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.

18.03 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,

18.04 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.

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

18.06 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.

18.07(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 hours worked.

18.08 Where an employee is called into work after having left the premises of the Hospital, such employee shall be guaranteed four (4) hours' pay at time and one-half. Work beyond the four (4) hour period on call-in basis shall be paid for at the rate of time and one-half the employee's regular earnings,

18.09(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 four (4) hours of work or four (4) hours' pay at the rate of time and one half their regular hourly earnings. Where call back is immediately prior to the, commencement of their regular shift,, the call back pay will only apply to the point of commencement of 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 four (4) hour period provided for under paragraph (a) above. If a second call takes place after four (4) hours have elapsed from the time of the first call, it shall be subject to a second call back premium but in no case shall an employee collect two

call back premiums within one such four (4) hour period, and to the extent that a call back overlaps and extends into the hours of his regular shift, the provisions of paragraph (a) above shall apply.

- (c) Notwithstanding the foregoing an employee who has worked his full shift on a holiday and is called back, shall receive the greater of 2 1/2 times his regular straight time hourly rate for all hours actually worked on such call-back or four (4) hours pay at time and one-half his straight time hourly rate, subject to the other provisions set out above.
- (d) 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 possible when requested to do so. Standby pay shall, however, cease where the employee is called in to work under Article 18.09(a) and (b) above and works during the period of standby.
- (e) 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.

18.10 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.

18.11 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 19 - SHIFT PREMIUM**

19.01 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.

19.02 Effective January 26, 1993, an employee shall be paid a weekend premium of forty-five cents (\$0.45) per hour for each hour worked between 2400 hours Friday to 2400 hours Sunday or such other forty-eight (48) hour period that the Hospital may establish. If an employee is receiving premium pay pursuant to a local scheduling regulation with respect to consecutive weekends worked, he/she will not receive weekend premium under this provision.

**ARTICLE 20 - PAID HOLIDAYS**

20.01 (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 | Labour Day       |
| Good Friday    | Thanksgiving Day |
| Victoria Day   | Christmas Day    |
| Dominion Day   | Boxing Day       |
| Civic Holiday  |                  |

(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 three (3) floating holidays 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 20.02 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 20.02 agreed on, the attendance requirements as expressed above shall apply to the lieu day.

20.02 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 Article 20.01(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.

20.03 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.

20.04 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.

20.05 An employee on probationary period of employment as expressed in Article 10.01 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 21 - VACATIONS

21.01 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 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 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 23.01(b).

As of September 1, 1991 each employee covered by this Agreement who has been continuously employed for two (2) years or more prior to the said date shall receive three (3) weeks vacation with pay. Employees who have been continuously employed for five (5) years or more prior to the said date shall receive four (4) weeks vacation with pay.

21.02 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.

21.03 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 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.

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

21.05(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 hospitalisation 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 22 - HEALTH AND WELFARE

22.01(a) 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.

(b) 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 fifteen dollars (\$15.00) single and twenty-five dollars (\$25.00) 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 \$90.00 every 24 months). As well as a hearing aid allowance to lifetime maximum of \$500.00 per person.

- (c) 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 premium of group life coverage for each eligible full-time employee in the active employ of the Hospital and in the bargaining unit.

- (d) The Hospital will contribute 75% of the billed premium of the H.O.O.D.I.P. long-term disability plan.

- (e) 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.

- (f) The Hospital will contribute seventy--five percent (75%) of the billed premiums towards coverage of eligible employees in a group dental plan (Blue Cross Plan No. 9 - current O.D.A. Schedule 0 r 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.

- (g) 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 cover--age with another carrier.

- (h) The Hospital shall make provision with its insurers by January 18, 1993 to allow all employees who thereafter retire "early" to maintain to age 65, at the retiree's cost, his or her participation in the following group plans:

- (1) Extended Health Care, including Vision Care and Hearing Aid allowance.,

- (2) Dental Plan ,

22.02(a) The Hospital will assume total responsibility for providing and funding a short-term sick leave plan at Least equivalent to the current Plan as it may be updated from time to time.

(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.

22.03 Any dispute which may arise concerning an employee's entitlement to long-term disability 'benefits, and which is not covered by the appeal mechanism provided for under the policy of insurance, may be the subject of grievance and arbitration under the provisions of this agreement.

#### **ARTICLE 23 - LEAVE OF ABSENCE**

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

(b) Leave of Absence

Unless otherwise provided in this Collective Agreement, it is understood that during an approved unpaid absence not exceeding thirty (30) continuous days or any approved absence paid by the Hospital, both seniority and service will accrue.

During any unpaid absence exceeding thirty (30) continuous calendar days, credit for service for purposes of salary increment, vacation, sick Leave, or any other benefits under any provisions of the Collective Agreement or elsewhere, shall be suspended for the period of the absence in excess of thirty (30) continuous calendar days, the benefits concerned appropriately reduced on a pro rata basis 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/she is participating for the period of absence, except that the Hospital will continue to pay its share of the premiums for up to eighteen (18) months while an employee is in receipt of W.C.B. benefits. Notwithstanding this provision,, service shall accrue for a period of fifteen (15) weeks if an employee's absence is due to a disability resulting in W.C.B. benefits,

- (c) In the event the Hospital requires an employee to undergo a medical examination, or when subsequent examinations are required as a result of the first required 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.
- (d) It is further understood that during such unpaid absence, credit for seniority for purposes of promotion, demotion, transfer or lay-off shall be suspended and not accrue during the period of absence. Notwithstanding this provision seniority shall accrue for a period of eighteen (18) months if an employee's absence is due to a disability resulting in W.C.B. benefits, or LTD benefits for a period of one (1) year if an employee's unpaid absence is due to an illness.

### 23.02 Pregnancy Leave

- (a) Pregnancy leave will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision. The service requirement for eligibility for pregnancy leave shall be thirteen (13) weeks of continuous service.
- (b) The employee shall give written notification at least two (2) weeks in advance of the date of commencement of such leave and the expected date of return. At such time she shall also furnish the Hospital with the certificate of a legally qualified medical practitioner stating the expected birth date.
- (c) The employee shall reconfirm her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Hospital at least two (2) weeks in advance thereof,
- (d) Effective on confirmation by the Unemployment Insurance Commission of the appropriateness of the Hospital's Supplemental Unemployment Benefit (SUB) Plan, an employee who is on pregnancy leave as provided under this Agreement who has applied for and is in receipt of Unemployment Insurance pregnancy benefits pursuant to Section 18 of the Unemployment Insurance Act, shall be paid a supplemental unemployment benefit. That benefit will be 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 come next 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 plus any wage increase or salary increment that she would be entitled to if she were not on pregnancy leave,

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

- (e) Credits for service and seniority shall accumulate for a period of up to seventeen (17) weeks while an employee is on pregnancy leave.
- (f) The Hospital will continue to pay its share of the contributions of the subsidized employee benefits, including pension, in which the employee is participating for a period of up to seventeen weeks while the employee is on pregnancy leave.
- (g) Subject to any changes to the employee's status which would have occurred had she not been on pregnancy leave, the employee shall be reinstated to her former duties, on the same shift in the same department, and at the same rate of pay.

### 23.03 Parental Leave

- (a) Parental leaves will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision. The service requirement for eligibility for parental leave shall be thirteen (13) weeks of continuous service.
- (b) An employee, who qualified for parental Leave, other than adoptive parent, shall give written notification at least two (2) weeks in advance of the date of commencement of such leave and the expected date of return.
- (c) An employee who is an adoptive parent shall advise the Hospital as far in advance as possible of having qualified to adopt a child, and shall request the leave of absence, in writing, upon receipt of confirmation of the pending adoption. If, because of

late receipt of confirmation of the pending adoption, the employee finds it impossible to request the leave of absence in writing, the request may be made verbally and subsequently verified in writing.

An employee who is an adoptive parent may extend the parental leave for such greater time as may be required by the adoption agency concerned up to a maximum aggregate of six (6) months. Written notice by the employee for such extension will be given at least two (2) weeks prior to the termination of the initially approved leave.

- (d) An employee shall reconfirm his or her intention to return to work; on the date originally approved in subsection (b) above by written notification received by the Hospital at least two (2) weeks in advance thereof.
- (e) Effective on November 26, 1992 any employee who is on parental leave as provided under this Agreement who has applied for and is in receipt of Unemployment Insurance parental benefits pursuant to Section 20 of the Unemployment - Insurance - Act, shall be paid a supplemental unemployment benefit. That benefit will **be** equivalent to the difference between seventy-five percent (75%) of her regular weekly earnings and the sum of her weekly Unemployment Insurance benefits and any other earnings. Such payment shall commence following completion of the two-week Unemployment Insurance waiting period, and receipt by the Hospital of the employee's Unemployment Insurance cheque stub as proof that she is in receipt of Unemployment Insurance parental benefits and shall continue while the employee is in receipt of such benefits for a maximum period of ten (10) weeks. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours plus any wage increase or salary increment that she would be entitled to if she were not on parental leave.

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

- (f) Credits for service and seniority shall accumulate for a period of up to eighteen (18) weeks while an employee is on parental leave.

(g) The Hospital will continue to pay its share of the premiums of the subsidized employee benefits, including pension, in which the employee is participating for a period of up to eighteen (18) weeks while the employee is on parental leave.

(h) Subject to any changes to the employee's status which would have occurred had he or she not been on parental leave, the employee shall be reinstated to his or her former duties, on the same shift, in the same department, and at the same rate of pay.

#### 23.04 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.

23.05 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.

#### 23.06 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.

## ARTICLE 24 - BEREAVEMENT LEAVE

24.01 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 conjunction 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.

Spouse for the purposes of bereavement leave will include a partner of the same sex.

## ARTICLE 25 - JURY DUTY

25.01 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 26 - DEFINITIONS

26.01(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.

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

## ARTICLE 27 - WORKERS' COMPENSATION

27.01 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.

27.02 An employee who is absent from work: as a result of an illness or injury sustained at work and who has been awaiting approval of 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.

27.03 At the request of the employee, a Union Representative shall be present at any meetings to discuss with management, conditions relating to an employee returning to work on a modified work program.





Ophthalmologist and every six (6) months thereafter providing the examination is performed in the Hospital eye clinic. The eye examination shall be paid by the employer.

#### ARTICLE 29 - HEALTH AND SAFETY

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

29.02 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,

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

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

29.05 Meetings shall be held every second month **or** more frequently at the call o-f the chair if required, The Committee shall maintain minutes of all meetings and make the same available for review,,

29.06 Any representative appointed or selected in accordance with 29.02 hereof shall serve for a term of one calendar year from the date of appointment which may be renewed for further periods of one year. Time off for such representative(s) to attend meetings of the Accident Prevention - Health and Safety Committee in accordance with the foregoing shall be granted and any representative(s) attending such meeting during her/their regularly scheduled hours of work shall not lose regular earnings as a result of such attendance.

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

29.08 Where the hospital identifies 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 30 - DURATION, RENEWAL AND TERMINATION

30.01 This agreement shall continue in effect until October 10, 1993 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.

30.02 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, following such notification.

30.03 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.

30.04 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 1st day of October 1993.

SERVICE EMPLOYEES INTERNATIONAL  
UNION, LOCAL 204, PER:

THE WELLESLEY HOSPITAL  
PER:

*R. Davidson*  
*Yany Abu*  
*David [unclear]*  
*[unclear]*

*Gregory Kolem*  
*Beacock*  
*Laurent Myte*  
*Brenda Johnston*

RD/SG

SCHEDULE "A"

CLERICAL WAGE RATES

EFFECTIVE OCTOBER 1, 1992

| GROUP | Start  | 1 Year | 2 Years | 3 Years |
|-------|--------|--------|---------|---------|
|       | 14.001 | 14.192 | 14.291  | 14.392  |
| 2     | 14.043 | 14.495 | 14.947  | 15.398  |
| 3     | 14.296 | 14.661 | 15.024  | 15.398  |
| 4     | 14.484 | 14.892 | 15.300  | 15.696  |
| 5     | 14.594 | 15.013 | 15.454  | 15.875  |
| 6     | 14.783 | 15.216 | 15.638  | 16.071  |
| 7     | 19.389 | 19.808 | 20.238  | 20.690  |
| 8     | 18.533 |        |         |         |

Employees assigned "Charge" duties receive \$0.45 per hour in addition to their respective hourly rate.

SCHEDULE "A"

CLASSIFICATION AND DEPARTMENT

- GROUP 1    Currently no jobs  
          \*Elevator Operator
- GROUP 2    Cashier -- Nutrition  
          File Clerk - Library  
          Menu Clerk - Nutrition  
          Office Clerk: - Accounts Payable  
          \*Nutrition Attendant
- GROUP 3    Clerk - Doctors Chart Area - Days - Health Records  
          Clerk Receptionist - Audiology  
          Clerk Receptionist - Eye Clinic  
          Clerk Receptionist - Front Area - Health Records  
          Clerk Receptionist - MOPS  
          Clerk Receptionist - Occupational Health  
          Clerk Receptionist - PACU  
          Clerk Receptionist - Pre-Admission Testing  
          Clerk Receptionist - SOPS  
          Clerk Typist - Library  
          Clerk Typist - Social Work  
          Clerk Typist/Receptionist - OPD Lab  
          Clerk Typist/Receptionist - Rehabilitation  
          Clerk - Health Records  
          Computer Processing Clerk - Finance  
          Department Secretary - Ortho Surgery -- Dr. Hastings  
          File Clerk - Health Records  
          Film File Clerk - Radiology  
          \*Housekeeper II
- GROUP 4    Appointment Clerk - MOPS  
          Appointment Clerk - SOPS  
          Assistant Super - OPD Reg & Inquiry  
          Billing Clerk - Finance  
          Clerk Receptionist - Radiology  
          Clerk Receptionist - Inpatient Units  
          Clerk Receptionist - Home Dialysis  
          Clerk Receptionist - CYSTO/LITHO  
          Clerk Receptionist - Endoscopy  
          Clerk Receptionist - E.A.I.C.U.  
          Clerk Receptionist - OPD Psychiatry  
          Clerk Receptionist - Operating Room  
          Clerk Receptionist - Renal Unit  
          Clerk Receptionist - Short Stay  
          Clerk Typist - Biochemistry  
          Clerk Typist - Microbiology  
          Clerk 4 - Health Records  
          Department Secretary - Biomed Engineering  
          Department Secretary -- Colposcopy

\*Denotes male comparator

Department Secretary - E.C.G. Lab  
Department Secretary - Purchasing  
Medical Dicta Typist - Neuro Labs  
Posting Clerk (Patients' Accounts) - Finance  
Purchasing Systems Maintenance Clerk  
Senior Clerk - Purchasing/Stores  
Senior Clerk: Typist - FPU  
Senior Clerk Typist - S'TJHC  
SupplyClerk:  
Systems Clerk  
Telecommunications Clerk  
Telecommunications Control Clerk  
\*Cook II

GROUP 5 Admitting Clerk  
Booking Clerk - O.R.  
Cashier -- Finance  
Chief Clerk - Telecommunications  
Clerk Receptionist - Emergency  
Clerk Receptionist - R.T.B.C.  
Clerk Typist - OBS/GYN  
Department Secretary - Building Services  
Department Secretary - Cardio Pulmonary Services  
Department Secretary - Chaplaincy  
Department Secretary - Clin Biochemistry  
Department Secretary - Development  
Department Secretary - Education  
Department Secretary - Environmental Services  
Department Secretary - Haematology  
Department Secretary - Hlth Rec & Pat Registeration  
Department Secretary - Materials Management  
Department Secretary - Nutrition  
Department Secretary - Occupational Health  
Department Secretary -- Pharmacy  
Department Secretary - Public Affairs & Comm Relations  
Department Secretary -- Radiology - Dr., Gray  
Department Secretary - Rehab Services  
Department Secretary -- Social Work  
Dispatcher - Building Services  
Inventory Clerk - Finance  
Medical Secretary - Cardiology - Dr. Ross  
Medical Secretary - Cardiology - Dr. Sasson  
Medical Secretary - Dermatology - Dr. Fisher  
Medical Secretary - Gastroenterol - Dr'. Kandel  
Medical Secretary - Gastroenterol - Dr, Kortan  
Medical Secretary - Gen Int Med - Dr. Sarin  
Medical Secretary - Medicine - Dr. Vadas/Dr.  
Redelmeier  
Medical Secretary - Nephrology - Dr. Bruni  
Medical Secretary - Nephrology - Dr. Hercz  
Medical Secretary - Nephrology - Dr. Pierratos  
Medical Secretary - Ortho Surg - Dr. Murnaghan

\* Denotes male comparator

Medical Secretary - Plastic Surg - Dr. Douglas  
 Medical Secretary - Psychiatry - Dr. Heslegrave  
 Medical Secretary - RDU - Dr. Smyth  
 Medical Secretary - Respiriology - Dr. C. Chan  
 Medical Secretary - Resp/Endo - Drs. Hanly/Chan  
 Medical Secretary - Rheumatology - Dr. Lee  
 Medical Secretary - Surgery - Dr. Mustard  
 Medical Secretary - Urology - Dr. Rankin  
 Medical Secretary - Vas Surg - Dr. Lossing  
 Medical Secretary - Vas Surg - Dr. Provan  
 Medical Transcriptionist - Health Records  
 Office Assistant - STJHC  
 Office Assistant - FPU  
 Secretary/Radbill Clerk - Radiology  
 Senior Clerk Receptionist - ICU  
 \*Hospital Assistant

GROUP 6 Accommodation Officer - Patient Registration  
 Accounts Payable Clerk - Finance  
 Admitting Officer (Stats) - Patient Registration  
 Credit and Collection Clerk - Finance  
 Department Secretary -- Department of Surgery  
 Medical Secretary - Cardiology - Dr. Graham  
 Medical Secretary - Fam/Com Med - Phy-In-Chf  
 Medical Secretary - Immunology - Dr. Pruzanski  
 Medical Secretary - Medicine - Dr. Gladman  
 Medical Secretary - Neurosurgery - Dr., Perrin  
 Medical Secretary - OBS/GYN - Dr. Steele  
 Medical Secretary - Ortho Surg - Dr. Bogoch  
 Medical Secretary - Plastic Surg - Dr. Peters  
 Medical Secretary - Respiriology - Dr. Hyland  
 Medical Secretary - Rheumatology - Dr. Keystone  
 Medical Secretary - Urology - Dr. Keresteci  
 \*Receiver/Shipper - Mat Management  
 Senior Patients Accounting Clerk - Finance

GROUP 9 Admitting Officer  
 Buyer - Purchasing  
 Department Secretary -- Medicine - Dr. Urowitz  
 Medical Secretary - Endocrinology - Dr. Volpe  
 Medical Secretary - Endocrinology - Dr. Hanna  
 Medical Secretary - Nephrology - Dr. Roscoe  
 -Medical Secretary - Nephrology - Dr. Uldall  
 Medical Secretary - OBS/GYN - Dr. Shier  
 Medical. Secretary - Psychiatry - Dr, Awad  
 Medical Secretary - RDU - Dr. Bombardier  
 Medical Secretary - RDU - Dr. Urowitz  
 Medical Secretary - Surgery - Dr. Jamieson  
 Medical Secretary - Surgery - Dr. MacKenzie  
 Medical Secretary - Surgery - Dr. Nelligan  
 Senior Accounting Clerk - Finance  
 \*Plumber

\* Denotes male comparator

GROUP 8 Admin Clinical Assistant - OBS/GYN  
\*Charge Maintenance Mechanic

\* Denotes Male Comparator



LETTER OF INTENT

Re: e - 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.

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE WELLESLEY HOSPITAL ( CLERICAL UNIT)  
(HEREINAFTER CALLED THE HOSPITAL)

AND

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 204  
(HEREINAFTER CALLED THE UNION)

Re: Changes in clerical positions currently  
excluded from the bargaining unit - -

The Hospital agrees that the following positions will be included in the clerical bargaining unit effective with the ratification by both parties to the renewal of the agreement which expired on 30 September, 1990. As outlined in Article 2 of the renewal agreement, incumbents who currently occupy the positions will have the option of joining the bargaining unit but will not be obligated to do so. When any of the following incumbents vacate the position, replacements will be members of the bargaining unit.

Positions currently outside of the Clerical Bargaining Unit that will be brought into the Bargaining Unit:

Secretary to the Director of Patient Registration and Health  
Records  
Secretary to the Director of Community Affairs  
Secretaries to the Directors of Nursing  
Medical Administration Departmental Secretary  
Department Secretary Management Systems  
Department Secretary Medical Education  
Department Secretary Management Information Systems

Dated in Toronto this 1<sup>st</sup>

day of October 1993.

SIGNED FOR AND ON BEHALF  
OF THE UNION

SIGNED FOR AND ON BEHALF  
OF THE HOSPITAL

Davidson

Gregory Kelen

May Abri

Beacock

David Wozniak

Harold M. S.

Estlin

Brenda Johnston