

SOURCE	Union		
EFF.	87	02	01
TERM.	89	01	31
Unit No.	No. OF EMPLOYEES		40
	NOMBRE D'EMPLOYÉS		40

COLLECTIVE AGREEMENT

BETWEEN

COLLINGWOOD GENERAL & MARINE HOSPITAL

- AND -

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

OFFICE AND CLERICAL UNIT
FULL TIME AND PART TIME

FEBRUARY 1, 1987 to JANUARY 31, 1989

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COLLECTIVE AGREEMENT

BETWEEN

COLLINGWOOD GENERAL & MARINE HOSPITAL
OFFICE & CLERICAL WORKERS
(HEREINAFTER CALLED THE "EMPLOYER")
OF THE FIRST PART

AND

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 204
A.F.L., C.I.O., C.L.C.
(HEREINAFTER CALLED THE "UNION")
OF THE SECOND PART

WHEREAS the Ontario Labour Relations Board did, on the 21st day of May, 1974, certify the Union as the Bargaining Agent for certain employees of the Employer;

AND WHEREAS the parties hereto have agreed to enter into a Collective Bargaining Agreement upon the terms hereinafter set forth;

NOW THEREFORE THIS AGREEMENT WITNESSETH:

ARTICLE 1 - GENERAL PURPOSE

1.01 The purpose of this Agreement is to establish mutually satisfactory relations between the Employer and the employees concerned, and to provide machinery for the prompt and equitable disposition of grievances, and to establish and maintain satisfactory working conditions, hours of work and wages for all employees who are subject to the provisions of this Agreement.

ARTICLE 2 - RECOGNITION

2.01 The Employer **recognizes** the Union as the sole collective Bargaining Agent for all its Clerical employees at Collingwood, Ontario, save and except the Secretary to the Administrator, the Secretary to the Director of Nursing Services, persons above the rank of Secretary to the Administrator and Secretary to the Director of Nursing Services, Secretary to the Personnel Manager, and Payroll Officer, persons regularly employed for not more than 24 hours per week and persons covered by subsisting Collective Agreements.

ARTICLE 3 - DEFINITIONS

3.01 (a) Where the masculine or singular pronoun is used herein, it shall mean and include the feminine or

plural pronoun where the context so requires, and vice-versa.

- (b) Continuous service for the purposes of entitlements towards vacations with pay and other accumulated benefits shall mean service of a regular nature excluding any unpaid leave of absence or lay off or unpaid sickness or long term disability in excess of thirty (30) days, or pregnancy leave.
- (c) An afternoon shift, or a night shift, shall be any shift which commences or ends between 2200 hours and 0200 hours.

ARTICLE 4 - RELATIONSHIP

4.01 The parties hereto agree that any employee of the Employer covered by this Agreement may become a member of the Union if he wishes to do so, and may refrain from becoming a member of the Union if he so desires.

4.02 The Employer agrees that no employee shall in any manner be discriminated against or coerced, restrained or influenced on account of membership or non-membership in the Union.

4.03 The Union agrees it will not discriminate against, coerce or restrain any employee because of his membership or non-membership, his activity or his lack of activity in the Union, and **recognizes** that membership in the Union is a voluntary act on the part of the employee concerned.

4.04 The Union will not engage in Union activities during working hours or hold meetings at any time on the premises of the Employer without the permission of the Administrator or his designate.

ARTICLE 5 - UNION SECURITY AND DUES DEDUCTION

5.01 The Employer agrees that a Union Representative shall be given the opportunity of interviewing every newly hired employee who is not a member of the Union, once during the second calendar month of employment, for the purpose of informing such employee of the existence of the Union in the Hospital. The Employer shall advise the Union monthly as to the names of the persons to be interviewed and shall designate the time and place for each such interview, the duration of which shall not exceed fifteen (15) minutes. A representative of the Hospital Administration may be present at such interview.

The interview shall take place on the Employer's premises in a room designated by the Employer, and the employees shall report to this room for interview during the interview period.

5.02 (a) The Employer agrees to deduct from all employees in the month following the month in which they were hired, whatever sum may be authorized for Union Dues from the first pay due each calendar month, and to remit same not later than the end of the same month to the Secretary/Treasurer of the Local Union. The Employer shall, when remitting such dues, list in alphabetical order, the names and social insurance numbers of the employees from whose pay such deductions have been made, and also the names and social insurance numbers of any employees who have left the employment of the Employer since the last payment.

(b) In the case of all employees hired after the date of this agreement, the employees shall be required, as a condition of employment, to pay union dues.

5.03 The Union shall hold the Employer harmless with respect to all dues so deducted and remitted with respect to any liability which the Employer might incur as a result of such deductions and remittance.

ARTICLE 6 - NO STRIKE OR LOCKOUTS

6.01 In view of the orderly procedure established by this Agreement for the settling of disputes and the handling of grievances, the Union agrees that during the lifetime of this agreement there will be no strike, picketing, slowdown or stoppage of work, either complete or partial, and the Employer agrees that there will be no lockout.

6.02 The Employer shall have the right to discharge or otherwise discipline employees who take part in or instigate any strike, picketing, stoppage or slowdown, but a claim of unjust discharge or discipline may be the subject of a grievance and dealt with as provided in Article 10.

6.03 Should the Union claim that a cessation of work constitutes a lockout, it may take the matter up with the Employer as provided in Step #3 of the Article 10.

6.04 The Union further agrees that it will not involve any employee of the Employer, or the Employer itself, in any dispute which may arise between any other Employer and the employee of such other employer.

ARTICLE 7 - RESERVATION OF HOSPITAL MANAGEMENT FUNCTION

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

(a) Maintain order, discipline and efficiency;

- (b) Hire, classify, transfer, promote, demote and lay off employees and also to suspend, discipline or discharge employees for just cause, provided that a claim by an employee who has acquired seniority that he has been discharged or disciplined without just cause may be the subject of a grievance and dealt with as herein-after provided.

7.02 The Union further **recognizes** the right of the Employer to operate and manage the Hospital in all respects in accordance with its commitments and its obligations and responsibilities. The right to decide on the number of employees needed by the Employer at any time, the right to use modern methods; machinery and equipment, and jurisdiction over all operations, buildings and equipment at the Hospital at **Collingwood**, Ontario, are solely and exclusively the responsibility of the Employer. The Employer also has the right to make and alter from time to time rules and regulations to be observed by the employees, but before altering any such rules the Employer will discuss same with the Union Grievance Committee and give them an opportunity of making representations with regard to such proposed alterations. The Employer agrees that any such rules shall not conflict with the provisions of this Agreement.

ARTICLE 8 - NEGOTIATING COMMITTEE

- 8.01 (a)** The Union may designate a Negotiating Committee for the purpose of negotiating amendments to this Agreement, or a new Agreement and such committee shall consist of:

Three (3) regular full time employees including the Chief Steward, when negotiating with Management of this Employer, with not more than one (1) employee from any one (1) department on the Negotiating Committee.

- (b) An employee member of such Negotiating **Committee** shall be paid his regular rate for all regular scheduled working hours lost due to attending negotiation meetings with Management up to the time application is made for Conciliation services, and the services of a Conciliation Officer are used, provided he has obtained permission of his Department Head to leave his regular duties for such meetings. Permission for such purposes will not be unreasonably withheld.
- (c) It is agreed that full time General Representatives of Local **204** may act as members of such Negotiating Committee.

ARTICLE 9 - UNION GRIEVANCE COMMITTEE AND STEWARDS

9.01 The Employer will recognize a grievance committee which shall consist of a Chief Steward and three (3) stewards selected by the Union, not more than two (2) of which committee members shall meet with management at any one (1) time. The Employer shall be advised of the names of members of this committee and shall be notified of any changes from time to time. All members of the grievance committee shall be regular employees of the Employer who have acquired seniority.

The purpose of the committee is to deal with complaints and grievances set out in the collective agreement.

9.02 Union stewards have their regular duties and responsibilities to perform for the Hospital and shall not leave their regular duties without first obtaining permission from their immediate supervisor. Such permission shall not be unreasonably withheld. If in the performance of his grievance duties, a union steward is required to enter an area within the Hospital in which he is not ordinarily employed, he shall report his presence to the supervisor in the area immediately upon entering it. When resuming his regular duties and responsibilities, such steward shall again report to his immediate supervisor.

9.03 The Employer undertakes to instruct all members of its supervisory staff to co-operate with the stewards in the carrying out of the terms and requirements of this Agreement.

9.04 The Union undertakes to secure from its officers, stewards, and members, their co-operation with the Employer and with all persons representing the Employer in any supervisory capacity.

9.05 The Employer agrees that the Grievance Committee and Stewards servicing the employees covered by this Agreement, will act as the Grievance Committee and Stewards for the employees covered by the addendum of this Agreement.

ARTICLE 10 - GRIEVANCE PROCEDURE

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

10.02 No grievance shall be considered:

- (a) Which usurps the function of the Management, as set out in this Agreement, or;
- (b) Where the circumstances giving rise to it occurred or originated more than two (2) full working days before the filing of the grievance, except in the case of a

grievance involving the computation of pay, in which case the grievance may be filed within five (5) days after receipt of pay.

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

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

Step #1

The aggrieved employee shall present his grievance in writing to his immediate supervisor. He shall have the assistance of his Steward if he so desires. If a settlement satisfactory to the employee concerned is not reached within seventy-two (72) hours (or any longer period which may be mutually agreed upon) the next step of the grievance procedure may be taken at any time within seventy-two (72) hours thereafter.

Step #2

The aggrieved employee may submit his grievance in writing to the Department Head, who shall consider it in the presence of the person or persons presenting same and the supervisor, and render his decision in writing. The aggrieved employee shall have the assistance of his steward, if he so desires. Should no settlement satisfactory to the employee be reached within seventy-two (72) hours, the next step in the grievance procedure may be taken at any time within seventy-two (72) hours thereafter.

Step #3

The aggrieved employee may submit his grievance in writing to the Administrator. The Union Grievance Committee as constituted under Article 9.01, hereof, may be present at this stage at the request of either party. The said Committee may have the assistance of a General Representative of the Union if they so desire.

Where the Employee's Immediate Supervisor and Department Head are one and the same person, Step #2 will be omitted and the grievance may proceed from Step #1 to Step #3.

10.04 If a final settlement of the grievance under 10.03 hereof, is not completed within ten (10) working days after deliberations have commenced, and if the grievance is one which concerns the interpretation or alleged violation of the Agreement, the grievance may be ~~referrerd~~ referred to either party to a Board of Arbitration as provided in Article 11 at any time within ten (10) days thereafter, but not later.

ARTICLE 11 - ARBITRATION

11.01 Both parties to this Agreement agree that any dispute or grievance concerning the interpretation or alleged violation of this Agreement, which has been properly carried through all the steps of the grievance procedure outlined in Article 10, and which has not been settled, will be referred to a Board of Arbitration at the request in writing of either of the parties hereto.

11.02 The Board of Arbitration will be composed of one person appointed by the Employer, one person appointed by the Union, and a third person to act as Chairman chosen by the other two (2) members of the Board.

11.03 Within seventy-two (72) hours of the request by either party for a board, each party shall notify the other of the name of its appointee.

11.04 Should the person chosen by the Employer to act on the Board, and the person chosen by the Union, fail to agree on a third person within seven (7) days of the notification mentioned in 11.03, the Ontario Labour Management Arbitration Commission will be asked to appoint the third member to act as chairman.

11.05 The decision of a Board of Arbitration, or a majority thereof, and where there is no majority, the decision of the Chairman, constituted in the above manner, shall be final and binding on both parties.

11.06 The Board of Arbitration shall not have any power to alter or change any of the provisions of this Agreement or to substitute any new provisions for any existing provisions, nor to give any decision inconsistent with the terms and provisions of this Agreement.

11.07 Each of the parties to this Agreement will bear the expenses of the Arbitrator appointed by it and of its own witnesses, and the parties will jointly bear the expenses, if any, of the Chairman.

11.08 No person shall be selected as Arbitrator who has been directly involved in attempts to negotiate or settle the grievance.

11.09 Where both parties agree, a single Arbitrator may be substituted for an Arbitration Board. In such case the parties shall endeavour to agree on the selection of an Arbitrator, and in the event that they fail to do so the Ontario Labour Management Arbitration Commission will be asked to nominate an Arbitrator.

ARTICLE 12 - DISCHARGE CASES

12.01 A claim by an employee who has completed the required probationary period that he has been discharged without just cause shall be treated as a grievance if a written statement of such grievance is lodged with the Administrator within three (3) working days after the employee is notified of his discharge or within three (3) working days after the employee ceases to work for the Hospital, whichever is the earlier. The Hospital shall give its reply to the grievance within seven (7) working days (or such longer period as may be mutually agreed upon) of the date on which the employee files the grievance.

12.02 Such special grievance may be settled by confirming the Hospital's action in dismissing the employee, by reinstating the employee with full compensation for time lost, or by any other arrangement which is just and equitable in the opinion of the conferring parties or of a Board of Arbitration.

ARTICLE 13 - MANAGEMENT GRIEVANCES

13.01 It is understood that the Employer may bring forward at any meeting held with the Union Grievance Committee any complaint with respect to the conduct of the Union, its officers or stewards, and that if such complaint by the Employer is not settled to the mutual satisfaction of the conferring parties it may be treated as a grievance and referred to Arbitration in the same way as the grievance of an employee.

ARTICLE 14 - PROBATIONARY EMPLOYEES

14.01 New employees shall serve as probationary employees until they have completed a total of three (3) calendar months of service. If they are retained when they have completed their probationary period, their names shall be placed on the appropriate seniority list and their seniority shall date back to the date of hiring. Those employees working twenty-four (24) hours or less shall serve sixty-five (65) working days as their probationary period.

ARTICLE 15 - SENIORITY

15.01 There shall be two (2) types of seniority:

- (a) Hospital wide seniority, which shall be considered insofar as entitlement to vacations and pensions are concerned.
- (b) Departmental seniority, shall apply under the conditions set out in Section 15.02 hereof. Separate seniority lists shall be maintained for the following:

Busienss Office, Medical Records and Balance of Bargaining Unit

Up to date seniority lists for the above departments will be forwarded to the Union in the months of January and July of each year of this Agreement.

15.02 In all cases of promotions (other than appointments to positions outside the scope of the Bargaining Unit), demotions, and transfers to higher paid jobs, the following factors shall be considered:

(a) Departmental seniority;

(b) Skill, competence, efficiency, merit and ability.

Where in the opinion of the Employer the factors in (b) are relatively equal, factor (a) shall govern.

15.03 If an employee is permanently transferred from one department to another, he shall retain the seniority previously acquired in that department but shall not continue to accumulate seniority in the department from which he was transferred. If he should be laid off from the department to which he has been transferred, he shall have the right to return to a job in his former department to which his departmental seniority there and his qualifications would entitle him.

15.04 Seniority will be lost and the employee will be deemed to have terminated for the following reasons:

(a) Voluntary resignation;

(b) Discharge for just cause;

(c) Lay off in excess of six (6) months;

(d) Failure to signify intention to return to work within three (3) days of the receipt of the notice of recall, which shall be in writing addressed to the last known address according to the records of the Employer, and failure in fact to return to work within a further five (5) days. An employee who so fails shall forfeit his or her own claim to **re-employment**.

(e) Absence from work without leave of absence being granted by, or an explanation being given satisfactory to the Employer for an absence of three (3) working days.

(f) 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.

ARTICLE 16 - LAY OFF AND RECALL

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

Up to two (2) years service - one (1) weeks notice;

Two (2) years or more but less than five (5) years service
- Two (2) weeks notice;

Five (5) years or more but less than ten (10) years service
- Four (4) weeks notice;

Ten (10) years or more service - Eight (8) weeks notice.

Such notice will be handed to the employee and a signed acknowledgement requested if the employee is at work at the time the notice is ready for delivery. In the alternative, it shall be mailed by registered mail. An employee on lay off and recalled to a temporary position shall not be entitled to further notice of lay off.

16.02 In all other cases of lay off, the Hospital shall give each employee in the bargaining unit who has acquired seniority one (1) weeks notice provided however, such notice shall not be required if the lay off occurs because of emergencies (for example, fire, act of God, power failure or equipment breakdown).

16.03 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.

16.04 An employee who is subject to lay off shall have the right to either:

(a) Accept the lay off; or

(b) 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 subject to his or her rights under this section.

16.05 An employee shall have the 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.

16.06 In determining the ability of an employee to perform the work for the purposes of paragraphs .03, .04, and .05, above, the Hospital shall not act in an arbitrary or unfair manner.

16.07 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.

16.08 No new employees shall be hired until all those laid off have been given an opportunity to return to work and have failed to notify the Hospital of their intention to do so, in accordance with .09 below, or have been found unable to perform the work available.

16.09 Failure to signify intention to return to work within three (3) days of the receipt of the notice of recall, which shall be in writing addressed to the last known address according to the records of the Employer, and failure in fact to return to work within a further five (5) days. An employee who so fails shall forfeit his or her own claim to re-employment.

16.10 Where the employee fails to notify the Hospital of his intention to return to work in accordance with the provisions of paragraph .09, he shall lose all seniority and be deemed to have quit the employ of the Hospital.

16.11 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.

16.12 A laid off employee shall retain the rights of recall for a period of six (6) months from the date of lay off.

16.13 Any agreement reached between the Hospital and the Union concerning the method of implementing lay offs will take precedence over other terms of lay off in this agreement.

ARTICLE 17 - JOB POSTING

17.01 Where a permanent vacancy occurs in a classification within the bargaining unit or a new position within the bargaining unit is established by the Hospital, such vacancy shall be posted by the Hospital for a period of four (4) days excluding Saturday, Sunday and holidays. The posting shall stipulate the qualifications, classification, unit and shift and a copy shall be provided to the Chief Steward. All applications are to be made in writing within the posting period.

17.02 Vacancies created by the filling of a posted vacancy need not be posted, however, consideration for such subsequent vacancies will be given to employees in this bargaining unit who have a request for transfer on file. Such requests will be considered as applications for posted vacancies as well as subsequent vacancies. The maximum number of positions to which an employee may request a transfer at any one time is four (4). Requests for transfer shall become active upon receipt and must be renewed during the month of January of each year to remain so.

17.03 Employees shall be selected for positions under either Article 17.01, 17.02, on the basis of:

- (a) The qualifications, performance, ability, experience and capability of the individual to assume responsibility.
- (b) The seniority ranking of the employees affected.

When, in the judgement of the Employer, which shall not be exercised in an arbitrary or discriminatory manner, factors in (a) above are equal as between two (2) or more employees, then their relative seniority ranking shall govern.

The name of the successful applicant will be posted on the bulletin board and unsuccessful applicants will be notified.

17.04 Vacancies which are not expected to exceed six (6) months will not be posted and may be filled at the discretion of the Hospital. In filling such vacancies consideration shall be given to part time employees in the Clerical bargaining unit who have recorded their interest in accordance with 17.02 above, prior to considering persons not employed by the Hospital. In considering such part time employees, the criteria for selection in 17.03 shall apply. Part time employees selected to fill a vacancy under this article will continue to maintain their part time status and upon completion of the assignment the employee will return to his former position.

17.05 The Hospital shall have the right to fill any vacancy on an interim basis until the posting procedure or the request for transfer procedure provided herein has been complied with, and arrangements have been made to assign the employee selected to fill the vacancy to the job. No grievance may be filed concerning such temporary arrangements.

17.06 The successful applicant will be placed in the vacancy for a trial period not exceeding ninety (90) calendar days and if the employee proves satisfactory, then he shall be considered permanently assigned to the vacancy. If the employee proves unsatisfactory during that time, or if the employee feels he is unable to perform the duties of the vacancy to which he is posted, the employee will be returned to his former position at his former salary or rate of pay, as will any other employee in

the bargaining unit who was promoted or transferred by reason of such placing. Newly hired employees shall be terminated and such termination shall not be subject to the grievance and arbitration procedure.

17.07 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.

17.08(a) Where an employee transfers to a higher paid job he shall receive the wage rate in the salary range for the new job which is immediately above the rate which he was receiving prior to his transfer and he shall progress within the new salary range in accordance with his length of service in the new job.

(b) When an employee transfers to a lower paid job he shall receive the wage rate in the salary range for the new job which is immediately below the rate which he was receiving prior to his transfer, provided that if he was receiving prior to his transfer the maximum rate of the salary range, he shall receive the maximum rate of the salary range in the new job and he shall progress within the new salary range in accordance with his length of service in the new job.

ARTICLE 18 - LEAVE OF ABSENCE

18.01(a) 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.

(b) During an 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, 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 the absence.

(c) 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 during maternity leave, or for a period of one (1) year if an employee's absence is due to a disability resulting in

W.C.B. benefits, or for a period of ninety (90) days if an employee's absence is due to an adoption leave or an illness.

18.02 Illness

In order to protect an employee's job in cases of prolonged illness, an employee may be allowed leave of absence, after the exhaustion of sick leave credits, for a period of up to one (1) year without reduction in wage rates on his return to work, provided he is physically capable of carrying out the same duties that he was performing prior to the prolonged illness. In such case the employee shall retain the seniority he had prior to obtaining such leave of absence and shall accumulate seniority for the first thirty (30) days of such leave of absence.

18.03 Union Leave of Absence

It is agreed that the Employer will grant a leave of absence without pay to employees for attendance at Union Seminars, Conventions, Negotiating Planning Sessions. Leave of absence shall be in accordance with the following principles and practices:

- (a) The Union undertakes that it will not request leave for more than three (3) employees at any one (1) time and that such employees shall be from the various departments of the Hospital and there shall not be more than one (1) employee from any one (1) department.
- (b) No leave will be for a longer period of one (1) week at any one (1) time.
- (c) The total leave for all employees shall not exceed four (4) weeks in a calendar year.

It is understood and agreed that where such leave of absence is granted, the Employer will continue to pay the employee(s) for the period of the leave of absence and submit an account to the Union for the employee(s) wages for such leave of absence.

The Union undertakes to give the Employer as long a period of notice as possible and a minimum notice of three (3) weeks for such leave of absence.

18.04 Education Leave

A leave of absence, without pay, to take further education related to the employee's work with the Hospital, may be granted, upon written application by the employee to the administration of the Hospital. It is further understood and agreed that the Employer will, wherever its operational requirements

permit, endeavour to arrange shifts of employees attending courses or seminars to permit such attendance.

ARTICLE 19 - MATERNITY LEAVE

19.01 An employee who is pregnant and who has been employed for at least ten (10) months immediately **preceeding** the expected date of birth shall be entitled, upon her written application therefor, to a leave of seventeen (17) weeks from her employment or such shorter leave of absence as the employee may request commencing during the period of eleven (11) weeks immediately **preceeding** the estimated day of her delivery.

Effective on confirmation by the Unemployment Insurance Commission of the appropriateness of the Hospital's Supplemental Unemployment Benefit (SUB) plan, and retroactive to January 28, 1986, an employee on leave as set out above who is in receipt of Unemployment Insurance pregnancy benefits pursuant to Section 30 of the Unemployment Insurance Act, 1971, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between seventy-five percent (75%) of her regular weekly earnings and the sum of her weekly Unemployment Insurance benefits and any other earnings. Such payment shall commence following completion of the two (2) week unemployment insurance waiting period, and receipt by the Hospital of the employee's Unemployment Insurance cheque stub as proof that she is in receipt of Unemployment Insurance 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.

19.02 Where the actual date of her delivery is later than the estimated day of her delivery, the leave of absence shall not end before the expiration of six (6) weeks following the actual date of her delivery.

19.03 The employee shall give her Employer four (4) weeks notice in writing prior to the day upon which she intends to commence her leave of absence and shall furnish her Employer with the certificate of a legally qualified medical practitioner stating that she is pregnant and giving the estimated day upon which delivery will occur in his opinion.

19.04 An employee may, if she desires to return to work, shorten the duration of the leave of absence requested, upon giving her Employer three (3) weeks notice of her intention to do so and furnishing her Employer with the certificate of a legally qualified medical practitioner stating that she is able to resume her work.

19.05 The Employer may require the employee to begin the leave of absence at such time as in its own opinion the duties of her position cannot reasonable be performed by a pregnant woman or the performance of her work is materially affected by the pregnancy.

19.06 The employee shall, if requested by the Employer, furnish medical proof of her fitness to resume her employment following the leave of absence.

19.07 Credits for service, for the purposes of salary increments, for vacation, sick leave or other benefits under the provisions of the collective agreement, or elsewhere, shall be retained up to the commencement of the leave of absence but shall not be accumulated during such leave except that in the case of an employee who has worked ten (10) or more days during the calendar month, such credits shall continue to accumulate to the end of that calendar month.

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

19.08 No contributions for any employee benefits provided under the collective agreement will be made by the Hospital during any such leave of absence. Subject to the provisions of the master policies governing such plans, employees desiring to maintain such protection through the Employer, shall be entitled to remit to the **Employer** such full premiums as fall due during the leave so as to ensure continued coverage.

19.09 No leave granted under the provisions of this article will be considered sick leave and sick leave credits may not be used.

19.10 An employee intending to resume employment with the Employer is required to advise the Employer in writing four (4) weeks prior to the **expiry** of the leave of absence for pregnancy. Upon her return to work following such leave, the employee will be returned to her former position or to work of a comparable nature at the same increment level of pay as she received prior to the commencement of the leave, in accordance with the provisions of this agreement relating to seniority, provided that where operations which were suspended or discontinued by the Employer during such leave of absence have not been resumed by the Employer prior to the **expiry** thereof, the Employer shall, upon resumption of such operations, return the employee to work as above provided in this paragraph, **18.10**, hereof.

19.11 The leave of absence provided for under this article shall be extended, upon application in writing, to the Employer at least two (2) weeks prior to the **expiry** of the leave, for a

period up to six (6) months following the date the leave commenced.

ARTICLE 20 - ATTENDANCE AT COURT

20.01 If an employee is required to serve as a juror or required to attend a court of law as a Crown witness he shall not lose any pay provided that the amount paid to him for such service or attendance exclusive of mileage and meal allowance is promptly repaid by him to the Employer. The employee shall present proof of service and attendance and shall notify his immediate supervisor immediately upon his notification that he will be required to attend court.

ARTICLE 21 - BEREAVEMENT LEAVE

21.01 When a death occurs in the immediate family of a permanent employee, he shall be granted not more than three (3) working days leave of absence from his employment without loss of pay. Said leave of absence shall commence with the date of the death and end with the date of burial, providing said employee uses said time for the purpose of arranging for and attending the funeral of the deceased relative. Immediate family is defined as mother, father, brother, sister, wife, husband, son, daughter, mother-in-law, father-in-law, sister-in-law, brother-in-law and grandchild, grandparent and guardian of the employee.

Leave of absence for bereavement of other members of a family other than previously stated shall be at the discretion of the Administrator or his designate.

ARTICLE 22 - SICK LEAVE AND LONG TERM DISABILITY

22.01 Pay for sick leave is for the sole and only purpose of protecting the employee against loss of income when he is legitimately ill, and will be granted on the following basis:

The Employee may be required to produce proof of sickness for any absence in the form of medical documentation, satisfactory to the Hospital, and in all cases of sickness of more than three (3) working days, such documentation is compulsory before returning to work.

22.02 Effective March 1, 1982, change existing accumulating sick leave programs and plans where necessary to provide for an integrated short and long term disability plan. The transfer procedure and plan type follow. The first premium payment will be made in February, 1982, for coverage in March, 1982.

22.03 The Hospital will assume total responsibility for providing and funding a short term sick leave plan at least equivalent to that described in the 1982 Hospitals of Ontario Disability Plan (HOODIP) brochure.

22.04 The Hospital will pay seventy-five percent (75%) of the billed premium towards coverage of eligible employees under the long term disability portion of the plan (HOODIP or an equivalent plan), the employee paying the balance of the billed premium through payroll deductions. For the purpose of transfer to the short term portion of the disability program, employees on the payroll as of the effective date of the transfer with three (3) months or more of service shall be deemed to have three (3) months of service. For the purpose of transfer to the long term portion of the disability program, employees will be credited with their actual service.

22.05 Effective February 28, 1982, the existing accumulating sick leave plan shall be terminated and any provisions relating to such plan shall be null and void except as to those provisions relating to pay out of unused sick leave benefits which are specifically dealt with hereinafter.

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

- (a) Supplement payment for sick leave days under the new program or paragraph (d) below which would otherwise be at less than full wages and,
- (b) Where a payout provision existed under the former sick leave plan in the collective agreement, payout on termination of employment shall be that portion of any unused sick leave dollars under the former conditions relating to pay out.
- (c) Where, as of the effective date of transfer, an employee does not have the required service to qualify for payout on termination, his existing sick leave credits as of that date, shall nevertheless be converted to a sick leave bank in accordance with the foregoing and he shall be entitled, on termination, to that portion of any unused sick leave dollars providing he subsequently achieves the necessary service to qualify him for payout under the conditions relating to such payout.
 - (i) Employees with more than five (5) years but less than ten (10) years of service who terminate their services for any reason will be permitted to cash out twenty-five percent (25%) of their sick leave accumulated credits.

(ii) Employees with more than ten (10) years of service who terminate their service for any reason will be permitted to cash out fifty percent (50%) of their sick leave accumulated credits to a maximum of thirty (30) days.

(iii) Employees who retire under any of the terms of the Hospital of Ontario Pension Plan will be able to cash out fifty percent (50%) of their sick leave accumulated credits.

(d) Where a pay out provision existed under the former sick leave plan in the collective agreement, an employee who has accumulated sick leave credits and is prevented from working for the Hospital on account of an occupational illness or accident that is **recognized** by the Workers' Compensation Board as compensable within the meaning of the Workers' Compensation Act, the Hospital, on application from the employee, will supplement the award made by the Workers' Compensation Board for loss of wages to the employee by such amount that the award of the Workers' Compensation Board for loss of wages, together with the supplementation of the Hospital, will equal one hundred percent (100%) of the employee's net earnings to the limit of the employee's accumulated sick leave credits. Employees may **utilize** such sick leave credits while awaiting approval of a claim for Workers' Compensation.

22.06 There shall be no pay deduction from an employee's regular scheduled shift when the employee has completed any portion of the shift prior to going on sick leave benefits or Workers' Compensation benefits.

22.07 The Hospital further agrees to pay employees an amount equal to any loss of benefits under HOODIP for the first two (2) days of the fourth and subsequent period of absence in any calendar year.

22.08 Unemployment Insurance Rebate

The short term sick leave plan shall be registered with the Unemployment Insurance Commission (UIC). The employees' share of the Employer's unemployment insurance premium reduction will be retained by the Hospital towards offsetting the cost of the benefit improvements contained in this Agreement.

ARTICLE 23 - PAID HOLIDAYS

23.01 The **recognized** holidays without loss of pay for this Agreement shall be:

New Year's Day
Victoria Day
Thanksgiving Day
Good Friday
Labour Day
*Employees' Birthday

Third Monday in February
Civic Holiday
Boxing Day
Dominion Day
Christmas Day

but due to the nature of the services necessary in a Hospital, many of the employees may be required to work on these holidays. Any employee who is required to work on any of the above named holidays shall receive pay for such work at the rate of time and one half (1 1/2) the employee's regular rate; in addition, the employee shall receive a day off with pay within thirty (30) days of the said holiday or, in default thereof, shall receive one (1) extra days pay at straight time.

The Third Monday in February will be provided with the understanding that in the event Heritage Day or some other day is proclaimed as a Statutory Holiday by the Province of Ontario in February, that day will be substituted for the Third Monday in February.

23.02 In general, employees will alternate with each other in being absent for work on Holidays.

23.03 Employees preferences will be carefully considered before posting of schedules, provided there is no delay in stating the preference.

23.04 If any of the above holidays occurs on an employee's regular day off, or during his vacation period, the employee will receive an additional day off or payment for holiday in lieu thereof but the additional day shall not be added to the period of vacation of the employee unless with the consent of the Head of the Department.

23.05 To qualify for holiday pay, all employees must have worked the full regularly required shift immediately preceding the holiday, and the full **reguarly** required shift immediately succeeding the holiday, but pay for the holiday which falls within the probationary period of an employee shall not be payable until after the probationary period of service, referred to elsewhere in this Agreement, has been completed, in which event it shall be paid retroactively to such employee. In the event an employee is prevented from working the said shift immediately preceding and succeeding the holiday by reason of legitimate illness, lasting more than five (5) full working days, such employee shall qualify for consideration as above.

It being further understood and agreed that no employee shall receive holiday pay by this means for more than one (1) paid holiday during any year of this Agreement.

23.07 *The employee may celebrate the birthday with a day off by mutual agreement with the supervisor, at any time within fifteen (15) days either side of the actual date or on the actual date itself.

23.08 For the purpose of determining a paid holiday, a shift shall be considered to have been worked on the day on which a majority of the hours of the shift have been worked.

ARTICLE 24 - VACATIONS WITH PAY

24.01 Vacations with pay will be granted in accordance with the following:

Vacation periods, calculation of pay, continuous service and pay distributions will be based on a vacation fiscal year. The fiscal year will be from July 1st to June 30th.

24.02 Employees who have less than six (6) months of continuous service at June 30th in any year shall receive vacation pay equivalent to 4% of their salary during the period of their employ.

24.03 Employees who have completed six (6) months but less than one (1) year of continuous service by June 30th of any year shall receive one (1) weeks vacation with pay at their current pay rate, provided said rate of pay represents not less than 4% of earnings or an additional sum shall be paid to meet the 4% requirement.

24.04 All employees who have completed one (1) year or more of continuous service by June 30th of any year, shall receive an annual vacation of two (2) weeks with pay at their current pay rate.

24.05 Employees who have completed three (3) years or more of continuous service by June 30th of any year shall receive an annual vacation of three (3) weeks with pay at their current pay rate.

24.06 Employees who have completed eight (8) years or more of continuous service by June 30th of any year shall receive an annual vacation of four (4) weeks pay at their current pay rate.

24.07 Employees who have completed seventeen (17) years or more of continuous service by June 30th of any year shall receive an annual vacation of five (5) weeks with pay at their current pay rate.

24.08 All normal deductions made from an employee's pay will be made from his/her vacation pay.

24.09 Vacation may not be accumulated from one (1) year to another.

24.10 Scheduling of Vacations

- (a) All vacation periods will be arranged with an employee's Department Head with consideration being given to the employee's wishes on a seniority basis and to the needs of the Department.
- (b) Vacation preference will be submitted by the employee to his Department Head in writing by March 15th. The Department Head will post the vacation schedule by April 15th. If no preferences are submitted by an employee by March 15th, his vacation period will be allotted by the Department Head on the basis of departmental convenience only.
- (c) Where an employee's scheduled vacation is interrupted due to a serious illness requiring the employee to be an in-patient in a Hospital, the period of such hospitalization shall be considered sick leave.

The portion of the employee's vacation which is deemed to be sick leave under the above provision, will not be counted against the employee's vacation credits.

24.11 An employee who leaves the employ of the Employer for any reason shall be entitled to receive any unpaid vacation pay which has accrued to his date of separation.

ARTICLE 25 - BULLETIN BOARDS

25.01 The Employer will provide Bulletin Boards in mutually satisfactory locations for the convenience of the Union in posting notices of Union activity. All such notices must be signed by the proper officer of the Local Union and be submitted to the Administrator or his **authorized** representative, for approval before being posted. Keys to the boards are to be in the custody of the Administrator or his deligate.

ARTICLE 26 - HEALTH & WELFARE

26.01 The Employer agrees to pay one hundred percent (100%) of the billed rate of the Ontario Health Insurance Plan, and one hundred percent (100%) of the billed rate of the Blue Cross Semi-Private coverage plan, on behalf of all employees who participate in the plans at the Hospital.

26.02 The Employer agrees to pay 90% of the premium cost of the Group Life Insurance, in accordance with the Insurance Plan Carrier.

26.03 Extended Health Care

The Employer agrees to pay 75% of the premium cost of the Blue Cross Extended Health Care Plan, \$10 - \$20 deductible, no co-insurance. Coverage will include Vision Care (maximum of \$60.00 every twenty-four (24) months) and a hearing aide allowance (lifetime maximum \$300.00 per individual).

All eligible future employees coming into the Bargaining Unit after February 15, 1977, shall be required to enrol as a condition of employment.

26.04 The Employer agrees to pay 50% of the billed premium of the Blue Cross Dental Plan #9 (or its equivalent) and provide for the current ODA fee schedule, subject to enrolment requirements.

26.05 Change of Carrier:

The Hospital may substitute another carrier for any of the foregoing plans, other than O.H.I.P., provided that the benefits conferred by them are not, in total, decreased. The Hospital will advise the Union of any change in carrier or underwriter at least sixty (60) days prior to implementing a change in carrier.

26.06 Early Retirement

If an employee retires at any time between the age sixty-two (62) years and sixty-five (65) years, the Employer will continue Health & Welfare coverage, if the employee pays the full cost of the premiums (i.e. - O.H.I.P., E.H.C., Dental).

ARTICLE 27 - UNIFORMS

27.01 The Employer agrees to continue with the present practice in supplying smocks.

ARTICLE 28 - SHIFT PREMIUM

28.01 A shift premium of \$2.62 for each full and completed afternoon and night shift shall be paid to all employees who work such shifts.

28.02 Shift differential shall not be payable when an employee is on standby or call back.

ARTICLE 29 - PRINTING COLLECTIVE AGREEMENTS

29.01 The Employer agrees to share equally with the Union the cost of printing the Collective Agreement, when finally approved by both parties. (this clause confirms past practice).

ARTICLE 30 - CONTRACTING OUT

30.01 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 results from such contracting out. Contracting out to an Employer who is **organized** and who will employ the employees of the bargaining unit, who would otherwise be laid off with similar terms and conditions of employment is not a breach of this agreement.

ARTICLE 31 - WORK OUTSIDE THE BARGAINING UNIT

31.01 When an Employer temporarily assigns an employee to carry out the assigned responsibilities of a higher paying classification outside the bargaining unit for a period in excess of one half of one shift, the employee shall receive an allowance of three dollars (\$3.00) for each shift from the time of the assignment.

ARTICLE 32 - TECHNOLOGICAL CHANGE

32.01 Where the Hospital has decided to introduce a technological change which will significantly alter the status of an employee within the bargaining unit, the Hospital undertakes to meet with the Union to consider the **minimization** of adverse affects (if any) upon the employees concerned.

32.02 Employees with one or more years of continuous service who are subject to layoff under conditions referred to above, will be given notice of the impending change in employment status at the earliest reasonable time in keeping with the notification to the Union as set forth above and the requirements of the applicable legislation.

32.03 When new or additional skills are required by the Hospital and are not already possessed by employees affected by a technological change as set forth above, the Hospital shall, at its expense, provide the necessary training and give each employee a reasonable amount of time without reduction of hours of work or rates of pay to acquire the necessary skills required by such change.

ARTICLE 33 - ACCIDENT PREVENTION, HEALTH & SAFETY COMMITTEE

33.01 The Hospital 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.

33.02 Recognizing its responsibilities under the applicable legislation, the Hospital agrees to accept as a member of its Accident Prevention - Health & Safety Committee, at least one (1) representative selected or appointed by the Union from amongst bargaining unit employees, covered by the Collective Agreement or addendum, but not both.

33.03 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.

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

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

33.06 Any representative appointed or selected in accordance with 32.02, hereof, shall serve for a term of one (1) calendar year from the date of appointment, which may be renewed for further periods of one (1) year. Time off for such representative(s) to attend meetings of the Accident Prevention - Health & Safety Committee in accordance with the foregoing, shall be granted and any representative(s) attending such meetings during their regularly scheduled hours of work, shall not lose regular earnings as a result of such attendance.

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

ARTICLE 34 - PERSONAL FILES

34.01 Any letter of reprimand will be removed from the employee's record twenty-four (24) months following the receipt of such letter, provided that the employee's record has been discipline free for such twenty-four (24) month period.

ARTICLE 35 - JOB CLASSIFICATION

35.01 When a new classification (which is covered by the terms of this collective agreement) is established by the Hospital,

the Hospital shall determine the rate of pay for such new classification and notify the Local Union of the same, within seven (7) days. If the Local Union challenges the rate, it shall have the right to request a meeting with the Hospital to endeavour to negotiate a mutually satisfactory rate. Such request will be made within ten (10) days after the receipt of notice from the Hospital for such new occupational classification and rate. Any change mutually agreed to resulting from such meeting, shall be retroactive to the date that notice of the new rate was given by the Hospital. If the parties are unable to agree, the dispute concerning the new rate may be submitted to Arbitration as provided in the agreement, within fifteen (15) days of such meetings. The decision of the Board of Arbitration (or Arbitrator, as the case may be) shall be based on the relationship established by comparison with rates for other classifications in the bargaining unit having regard to the requirements of such classification.

35.02 The parties further agree that any change awarded, as a result of Arbitration, shall be retroactive to the date that the Hospital notified the Union of the new rate.

ARTICLE 36 - EXPERIENCE PAY

36.01 Effective on ratification, an employee hired by the Hospital with recent and related service, 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 such experience is relevant, the employee shall be slotted in that step of the wage progression consistent with one (1) year's service for two (2) years of related experience, to a maximum of the one (1) year rate in the classification, on the completion of the employee's probationary period. It is understood and agreed that this shall not constitute a violation of the wage schedule in the collective agreement.

ARTICLE 37 - RETROACTIVITY

37.01 Retroactivity will be paid for all hours paid by the Employer to all employees on the payroll as of the **expiry** date of the agreement, and to all new employees hired since that date, on the basis of the awarded wage rates. Retroactivity will be paid within two (2) **bi-weekly** pay periods of the employer receiving the arbitration award and shall be on a separate cheque.

If an employee has terminated his/her employment since the **expiry** date of the agreement, the Employer shall advise the employee, by notice in writing by registered mail, to the last known address on the records of the Employer, and the employee

shall have sixty (60) days from the posting within which to claim any payment due to him/her.

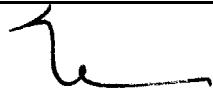
ARTICLE 38 - DURATION, RENEWAL AND TERMINATION

38.01 This Agreement shall remain in full force and effect until the 31st day of January, 1989, and shall continue in full force from year to year thereafter unless in any year within the ninety (90) days before the date of its termination either party shall furnish the other with notice of termination or of proposed revision of this Agreement.


38.02 IN WITNESS WHEREOF the party of the First Part has hereby affixed its corporate seal under the hands of its proper officers, and the party of the Second Part has caused its proper officers to affix their signatures on the 19th day of August 1988.

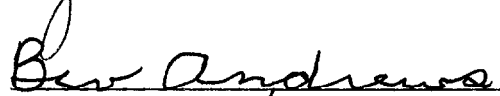
COLLINGWOOD GENERAL & MARINE HOSPITAL

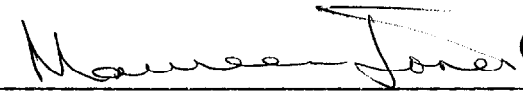
SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 204
A.F.L., C.I.O., C.L.C.


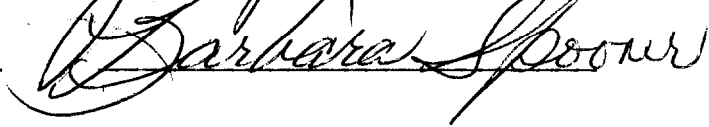










BS/NR

WAGE SCHEDULE "A"

CLASSIFICATION	February 1, 1987	February 1, 1988
Clerk #1		
Start	9.84	10.29
1 Year	9.93	10.38
2 Years	10.02	10.47
Clerk #2		
Start	10.09	10.54
1 Year	10.18	10.64
2 Years	10.27	10.73
Clerk #3		
Start	10.33	10.79
1 Year	10.42	10.89
2 Years	10.51	10.98
Clerk #4		
Start	10.48	10.95
1 Year	10.57	11.05
2 Years	10.67	11.15
Clerk #5		
Start	11.01	11.51
1 Year	11.08	11.58
2 Years	11.18	11.69
Clerk #6		
Start	11.15	11.65
1 Year	11.25	11.75
2 Years	11.34	11.85

- CLERK #1 - Ward Clerk (no typing skills required)
- CLERK #2 - Admitting, X-Ray, Lab Clerk, Switchboard Operator
(Typing a requirement).
- CLERK #3 - (Bookeeping Skills) Billing Clerk Out Patients
Accounts
- CLERK #4 - Special skills and responsibilities and typing
Medical Dicta Typist, Senior Admitting Clerk Pharmacy
Clerk
- CLERK #5 - Accredited Technician in Medical Records and Census
and Record Clerk
- CLERK #6 - Section Leader

SCHEUDLE "B"

HOURS OF WORK

The working day for all employees covered by this agreement shall consist of seven and one half (7 1/2) hours excluding any meal period which, except under emergency conditions, shall be continuous and uninterrupted for a period or periods of not less than one half (1/2) hour each. Current practice for meal periods shall be maintained.

1. The work week for all full time employees shall be an average of **thirty-seven** and one half (37 1/2) hours with an average of five (5) working days.
2. (a) It is agreed that the intent of this Agreement is to provide, as far as possible, work schedules for full time employees with five (5) work days in each week and ten (10) work days in each two (2) weeks, with the time off in each week being given, wherever possible, on consecutive days.

(b) For all employees it is further agreed that the arrangement of the work schedules is governed by the efficient operation of the Hospital, and by the decision of the Employer as to the number of staff required to be on duty at any one time. Employees will not be required to work more than eight (8) consecutive days without a day off except in emergency situations.
3. Shift schedules shall be posted at least two (2) weeks in advance of their taking effect, where required.
4. (a) Overtime will be paid on the following basis: Hours worked in excess of seven and one half (7 1/2) hours per day and after thirty-seven and one half (37 1/2) hours per week shall be paid for at time and one half (1 1/2) the employee's rate of pay.

(b) Where employees are asked to work three (3) or more hours of overtime, they shall be provided with a free meal or if this is not possible, they shall receive a meal allowance of four dollars (\$4.00).
5. Employees providing shift coverage for an eight hour shift shall be paid for all hours worked over eight (8) hours in a tour of duty and after eighty (80) hours in a **bi-weekly** period at the rate of time and one-half the employee's regular rate of pay.
6. Employees who are absent on approved paid time off during their scheduled work week, shall, for the purposes of **com-**

puting overtime pay, be considered as if they had worked their regular hours during such paid absence.

7. All employees will be allowed fifteen (15) minutes relief at approximately the middle of each one half (1/2) shift period.
8. (a) Employees desiring to leave the Hospital premises prior to normal quitting time, exclusive of meal periods, must obtain permission for such leave from their Department Head before leaving their work.

(b) Anyone required to work, will be scheduled for every third weekend off.

ADDENDUM TO THE COLLECTIVE AGREEMENT, COVERING PART-TIME
BARGAINING UNIT

BETWEEN:

COLLINGWOOD GENERAL & MARINE HOSPITAL

AND:

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 204

NOW THEREFORE THIS ADDENDUM WITNESSETH:

The terms and conditions of the full time bargaining unit collective agreement attached to this Addendum will apply to the part time unit, save and except, as modified by this Addendum in the following manner.

1 - RECOGNITION

The Employer **recognizes** the Union as the sole Collective Bargaining Agent for all part time Office and Clerical employees at **Collingwood**, Ontario, who are regularly scheduled for specified hours per week but which regularly scheduled hours do not exceed twenty-four (24) hours per week, save and except, secretary to the Medical Staff, supervisors, foremen, persons above the rank of supervisor and foreman, students employed during the school vacation period, and casual employees who are not regularly scheduled, and persons covered by subsisting Collective Agreements.

It is understood and agreed that employees covered by this Agreement must work their assigned hours unless prevented by illness or other justifiable causes or unless absent with permission of the Employer.

2 - UNION SECURITY AND DUES DEDUCTION

(a) The Employer agrees, during the lifetime of this Agreement, to deduct whatever sum may be **authorized** for Union Dues from the first pay due each calendar month, and to remit same not later than the end of the same month to the Secretary Treasurer of the Local Union. The Employer shall, when remitting such dues, name the employee from whose pay such deductions have been made and also the names of any employees to have left the employment of the Hospital since the last payment.

(b) The Employer agrees that a Union representative shall be given the opportunity of interviewing every employee, who is not a member of the Union, once

during the second calendar month of employment, for the purpose of informing such employee of the existence of the Union in the Hospital. The Employer shall advise the Union monthly as to the names of the persons to be interviewed and shall designate the time and place for each such interview, the duration of which shall not exceed fifteen (15) minutes.

A representative of the Hospital Administration may be present at such interview. The interview shall take the Employer's premises in a room designated by the Employer, and the employees shall report to this room for interview during the interview period.

In the case of all employees hired after the date of this Agreement, as a condition of employment, shall pay Union Dues.

3 - HOURS OF WORK AND OVERTIME

The Hours of Work and Overtime shall be as set out in Schedule "B" of the full time Agreement, of which this Addendum is part.

4 - VACATIONS WITH PAY

- (a) It is mutually agreed that employees with less than 5850 hours accumulated by June 30th, will receive vacations with pay equalling 4% of their total earnings for the vacation year of July 1, to June 30.
- (b) Employees who have accumulated 5850 hours or more by June 30th, of any year, shall receive vacation with pay at 6% of their total earnings for the vacation year of July 1, to June 30.
- (c) Employees who have accumulated 15,600 hours or more by June 30th, of any year, shall receive vacations with pay at 8% of their total earnings for the vacation year of July 1 to June 30.
- (d) Employees who have accumulated 33150 hours or more by June 30th, of any year, shall receive vacation with pay at 10% of their total earnings for the vacation year of July 1 to June 30.

Where an employee's scheduled vacation is interrupted due to a serious illness requiring the employee to be an in-patient in a Hospital, the period of such hospitalization shall be considered sick leave.

The portion of the employee's vacation which is deemed to be sick leave under the above provision, will not be counted against the employee's vacation credits.

5 - PAID HOLIDAYS

Paid Holidays for part time employees shall be recognized on the following basis:

(a) There shall be seven (7) recognized holidays with pay:

New Year's Day	Good Friday
Victoria Day	Dominion Day
Labour Day	Thanksgiving Day
Christmas Day	

Any employee who has worked for more than three (3) months for the Employer shall receive pay for the above noted holidays based on their average regular hours of work, whether they worked or not. If an employee works on one of the above noted holidays they shall receive their regular day's pay, as outlined above and in addition, they shall receive time and one half (1 1/2) their hourly rate for all hours worked.

It is further agreed that any part time employee who works on any of the paid holidays as outlined in the Employment Standards legislation and to whom (a) above does not apply, shall receive a minimum of time and one half (1 1/2) for all time worked on paid holidays.

6 - SICK LEAVE AND BALANCE OF PAID HOLIDAYS

A part time employee shall receive in lieu of all fringe benefits (being those benefits to an employee, paid in whole or part by the Hospital, as part of direct compensation or otherwise, save and except salary, vacation pay, standby pay, call back pay, reporting pay, responsibility allowance, jury and witness duty, bereavement pay and maternity supplemental unemployment benefits) an amount equal to twelve percent (12%) of his/her regular straight time hours paid.

The above 12%, is to be paid in addition to any vacation pay and coincident with their vacation pay.

7 - WAGES

During the lifetime of this Agreement the Employer agrees to pay, and the Union agrees to accept on behalf of the part time Bargaining Unit, the scale of wages as set out in this Addendum as Schedule "C" which is hereby made a part of the full time Agreement.

8 - EDUCATION LEAVE

A leave of absence, without pay, to take further education related to the employee's work with the Hospital, may be granted, upon written application by the employee, to the administration of the Hospital. It is further understood and agreed, that the Employer will, wherever its operational requirements permit, endeavour to arrange shifts of employees attending courses or seminars to permit such attendance.

9 - PERSONAL FILES

Any letter of reprimand will be removed from the employee's record twenty-four (24) months following the receipt of such letter, provided that the employee's record has been discipline free for such twenty-four (24) month period.

10 - ACCIDENT PREVENTION - HEALTH & SAFETY COMMITTEE

.01 The Hospital 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.

.02 Recognizing its responsibilities under the applicable legislation, the Hospital agrees to accept as a member of its Accident Prevention - Health & Safety Committee, at least one (1) representative selected or appointed by the Union from amongst bargaining unit employees covered by the Collective Agreement or addendum, but not both.

.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.

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

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

.06 Any representative appointed or selected in accordance with .02 hereof, shall serve for a term of one (1) calendar year from the date of appointment, which may be renewed for further periods of one (1) year. Time off for such representative(s) to attend meetings of the Accident Prevention - Health and Safety Committee in accordance with the foregoing, shall be granted and any representative(s) attending such meetings during their

regularly scheduled hours of work shall not lose regular earnings as a result of such attendance.

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

11 - JOB CLASSIFICATION

.01 When a new classification (which is covered by the terms of **this** collective agreement) is established by the Hospital, the Hospital shall determine the rate of pay for such new **classifi-** cation and notify the Local Union of the same, within seven (7) days. If the Local Union challenges the rate, it shall have the right to request a meeting with the Hospital to endeavour to negotiate a mutually satisfactory rate. Such request will be made within ten (10) days after the receipt of notice from the Hospital of such new occupational classification and rate. **Any** change mutually agreed to resulting from such meetings, shall be retroactive to the date that notice of the new rate was given by the Hospital. If the parties are unable to agree, the dispute concerning the new rate may be submitted to Arbitration as provided in the agreement, within fifteen (15) days of such meeting. The decision of the Board of Arbitration (or Arbitrator, as the case may be) shall be based on the relationship established by comparison with rates for other classifications in the bargaining unit having regard to the requirements of such classification.

.02 The parties further agreed that any change awarded, as a result of Arbitration, shall be retroactive to the date that the Hospital notified the Union of the new rate.

12 - UNIFORMS

The Hospital agrees to continue with the present practice in supplying smocks.

13 - EXPERIENCE PAY

Effective on ratification, an employee hired by the Hospital with recent and related service, 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 such experience is relevant, the employee shall be slotted in that step of the wage progression consistent with one (1) year's service for two (2) years of related experience, to a maximum of the one (1) year rate in the classification on the completion of the employee's probationary period. It is under-

stood and agreed that this shall not constitute a violation of the wage schedule in the collective agreement.

14 - JOB POSTING

If an employee has performed work on a regular basis (i.e. two (2) days per week or more over a six (6) month period) in the new job, prior to transfer, the credit for all time worked shall be used toward placement on the wage rate.

15 - RETROACTIVITY

Retroactivity will be paid for all hours paid by the employer to all employees on the payroll as of the **expiry** date of the agreement, and to all new employees hired since that date, on the basis of the agreed to wage rates. Retroactivity will be paid on or before **September 11, 1986**, pending notification of ratification.

If an employee shall have terminated his/her employment since the **expiry** date of the agreement, the employer shall advise the employee, by notice in writing by registered mail, to the last known address on the records of the employer, and the employee shall have sixty (60) days from the posting within which to claim any payment due to him/her.

WAGE SCHEDULE "C"

CLASSIFICATION	February 1, 1987	February 1, 1988
Clerk #1		
Start	9.84	10.29
1950	9.93	10.38
3900	10.02	10.47
Clerk #2		
Start	10.09	10.54
1950	10.18	10.64
3900	10.27	10.73
Clerk #3		
Start	10.33	10.79
1950	10.42	10.89
3900	10.51	10.98
Clerk #4		
Start	10.48	10.95
1950	10.57	11.05
3900	10.67	11.15
Clerk #5		
Start	11.01	11.51
1950	11.08	11.58
3900	11.18	11.69
Clerk #6		
Start	11.15	11.65
1950	11.25	11.75
3900	11.34	11.85