

Unit No. 153B

SOURCE	Union		
Wages EFF. Y.	89	04	01
TERM.	90	03	31
No. OF EMPLOYEES	70		
NOMBRE D'EMPLOYÉS	70		

COLLECTIVE AGREEMENT

BETWEEN

YORK FINCH GENERAL HOSPITAL

- AND -

SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 204

FULL-TIME OFFICE AND CLERICAL EMPLOYEES

EFFECTIVE: APRIL 1, 1989

EXPIRY: MARCH 31, 1990

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ARTICLE 1 - GENERAL PURPOSE

1.01 The general purpose of this Agreement is to establish and maintain an orderly collective bargaining relationship between the Hospital and the employees in the bargaining unit covered by this Agreement, and to provide for the prompt and equitable disposition of grievances, and to establish and maintain mutually satisfactory hours of work, wages and working conditions in the Hospital.

1.02 It is understood that the employees wish to work together with the Hospital to provide the best possible care and health protection for patients and to achieve its objective as an efficient and successful public service institution.

ARTICLE 2 - RECOGNITION

2.01 The Hospital recognizes the Union as the sole bargaining agent for all office and clerical employees of York Finch General Hospital in Metropolitan Toronto, Ontario save and except Supervisors, persons above the rank of supervisor, Secretaries to: the Executive Director, Associate Executive Director, Director of Nursing, Director of Personnel, Medical Staff Committee, Director of Finance, persons regularly employed for not more than twenty-four (24) hours per week and students employed during the school vacation period.

ARTICLE 3 - RELATIONSHIP

3.01 Each of the parties hereto agrees that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practised by either of them or their representatives or members, upon any employee because of her membership, or lack of membership, activity or lack of activity in the Union.

3.02 The Union further agrees that there will be no solicitation for membership, or collection of dues, or other Union activities on the premises of the Hospital, save as specifically permitted by this Agreement, or authorized in writing by the Hospital.

3.03 In accordance with the provisions of the Ontario Human Rights Code, the Hospital and the Union agree that there shall be no discrimination against an employee by reason of race, creed, colour, age, marital status, sex, nationality, ancestry or place of origin.

ARTICLE 4 - UNION SECURITY

4.01 The Hospital shall, during the lifetime of this Agreement as a condition of employment, deduct monthly from each employee in the bargaining unit a sum equal to the regular monthly union dues as certified by the Service Employees International Union, Local 204, A.F. of L., C.I.O., C.L.C. For new employees deduction will commence in the month following the month in which they were hired.

4.02 The Hospital agrees to furnish the Union, each month, with an up-to-date list of the names and addresses of the employees paying dues and of new employees hired in the classifications under this Agreement.

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

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

4.05 No Contracting Out

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 bargaining unit employees results. 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 provision.

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

4.07 Each of the parties hereto agree that there will be no discrimination, interference, restraint, or coercion exercised or practised upon any employee because of membership or non-membership in the Union which is hereby recognized as a voluntary act on the part of the individual concerned.

4.08 It is mutually agreed that a Union representative will be given the opportunity of interviewing each new employee once upon completion of sixty-six (66) days worked for the purpose of informing such employees of the existence of the Union in the Hospital and of ascertaining whether the employee wishes to

become a member of the Union. The Hospital 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. The interview shall take place on the Hospital's premises in a room designated by the Hospital, and the employees shall report to this room during the interview period. All interviews shall be arranged with the Director of Human Resources, or her representative.

ARTICLE 5 - NO STRIKE, NO LOCKOUT

5.01 Neither the Union nor any of its officers, nor any employees shall take part in or call any strike, sit-down, slow-down, or any suspension of work against the Hospital, which shall in any way affect the operations of the Hospital. Nor shall the Hospital nor any of its officers or officials engage in any lockouts at the Hospital.

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 by an employee who has completed her probationary period that she has been unjustly discharged or disciplined may be the subject of a grievance and dealt with in accordance with the provisions of the grievance procedure;
- (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 - NEGOTIATING COMMITTEE

7.01 it is mutually agreed that the Union has the right to elect or otherwise select a Negotiating Committee consisting of three (3) representatives, one (1) of which shall be the Chief Steward. Should the Hospital agree to negotiate jointly with other hospitals, a maximum of two (2) of these representatives shall have the right to attend the joint negotiations. All members of the Committee shall be regular employees of the Hospital who have completed their probationary period. The Hospital agrees to compensate local representatives for any wages lost as a result of authorized attendance at negotiating meetings for the renewal of this Collective Agreement during normally scheduled working hours prior to arbitration.

ARTICLE 8 - UNION ADMINISTRATIVE COMMITTEES AND STEWARDS

8.01 The Hospital will recognize a Union Administrative Committee which shall consist of a Chief Steward and four (4) 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:

- A.C.C.'s - 1 steward
- Financial Services - 1 steward
- Paramedical Services - 1 steward
- General Services - 1 steward

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 agreed.

8.03 Regular meetings between three (3) 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 purposes of this Agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of the Agreement, including any question as to whether a matter is arbitrable.

9.02 It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible.

It is understood that an employee has no grievance until the matter has been referred to her immediate supervisor and an opportunity has been given to adjust the complaint. If an employee has an unsettled complaint it may be taken up as a grievance within five (5) working days after the circumstances giving rise to the complaint have originated or occurred in the following manner and sequence:

Step No. 1

The employee, who may request the assistance of her steward, shall present her grievance to her immediate supervisor. The grievance shall be in writing and shall include the nature of the grievance and remedy sought. The immediate supervisor shall deliver a decision in writing within three (3) working days following the presentation of the grievance. Failing settlement, then:

Step No. 2

Within five (5) working days following the decision under Step No. 1, the employee, who may have the assistance of a steward if desired, shall submit the written grievance to her Manager/Coordinator, who will deliver a decision in writing within five (5) working days following the presentation of the grievance. Failing settlement, then:

Step No. 3

Within five (5) working days following the decision under Step No. 2, the Union shall present the grievance to the Director of Human Resources or her designate. A meeting will then be held within five (5) working days after the receipt of the written record of the grievance between a sub-committee composed of not more than three (3) members of the Union Committee and the Director of Human Resources or her designate. A representative of the Union may be present at the request of the Hospital or the Union. It is understood that the Director of Human Resources or her designate may have such assistance as she may desire at such meeting. The decision of the Hospital shall be delivered in writing within five (5) working days after such meeting.

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

9.04 (a) 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 No. 3 within ten (10) working days after the circumstances giving rise to the complaint have occurred or originated, provided, however, that it is expressly understood that both the provisions of this section shall not be used to institute a complaint or grievance directly affecting an employee which could have been instituted under the regular Grievance Procedure, thereby, by-passing that procedure.

(b) Group Grievance

Where a number of employees have similar grievances, and each employee would be entitled to grieve separately, they may present a group grievance in writing, signed by each employee who is grieving, which shall be submitted at Step No. 2 within five (5) working days after the circumstances giving rise to the grievance have occurred.

9.05 A claim by an employee who has completed her probationary period that she has been unjustly discharged shall be treated as a grievance if a written statement of such grievance is lodged with the Director of Human Resources at Step No. 3 within five (5) working days after the discharge is effected. Such grievance may be settled under the Grievance and Arbitration Procedure by:

- (a) confirming the Hospital's action in dismissing the employee; or
- (b) reinstating the employee with or without loss of seniority and with or without full compensation for the time lost;
- (c) by any other arrangement which may be deemed just and equitable in the opinion of the conferring parties or the Board of Arbitration, as the case may be.

9.06 Failing settlement under the foregoing procedure of any grievance between the parties arising from the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, such grievance may be submitted to arbitration as pro-

vided for in Article 10. If no written request for arbitration is received within ten (10) working days after the decision under Step No. 3 is given, the grievance shall be deemed to have been abandoned.

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

ARTICLE 10 - ARBITRATION

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

The two nominees shall endeavour within ten (10) days to agree upon a third member and Chairman of the Arbitration Board and it is understood that if the two nominees fail to agree upon a Chairman, either nominee may then request the Ministry of Labour for the Province of Ontario to appoint a Chairman.

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

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

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

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

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

10.07 At any stage of the Grievance Procedure including arbitration, the parties may have the assistance of the employee or employees concerned as witnesses and any other necessary witnesses. All reasonable arrangements will be made to permit the conferring parties or the arbitrator to have access to any part of the Hospital to view any working conditions which may be relevant to the settlement of the grievance.

10.08 The time limits set out in the Grievance and Arbitration Procedures herein are mandatory and failure to comply strictly with such time limits except by the written agreement of the parties, shall result in the grievance being deemed to have been abandoned subject only to the provisions of Section 44(6) of the Labour Relations Act.

10.09 The Hospital and the Union may by written agreement in respect to any specific grievance, substitute a sole Arbitrator for the Board of Arbitration provided for herein and the sole Arbitrator shall possess the same powers and be subject to the same limitations as the Board of Arbitration.

ARTICLE 11 - SENIORITY

11.01 All employees shall be on probation for a period of sixty-six (66) days worked. Upon completion of such probationary period the employee's name shall be placed on the respective departmental seniority list and the general seniority list applicable to all employees in the bargaining unit and her seniority shall commence from the date of last hiring. The probationary period may be extended by mutual agreement of the Hospital and the Union. The discharge or release of a probationary employee shall be at the sole discretion of the Hospital and shall not be subject to a grievance or arbitration.

11.02 The Hospital agrees to provide a bargaining unit seniority list on or about the first day of January and July during the term of the Agreement. The list will be sent to the Chief Steward and the Union office and a copy will be posted on the union bulletin board at the same time.

11.03 An employee shall lose all seniority and her employment shall be deemed to be terminated if she:

- (a) voluntarily leaves the employ of the Hospital;
- (b) is discharged and is not reinstated through the grievance procedure;
- (c) is laid off for eighteen (18) months;
- (d) is absent from work without permission for three (3) consecutive working days unless an explanation satisfactory to the Hospital is given by the employee;

- (e) fails to return to work upon termination of an authorized leave of absence or utilizes a leave of absence for purposes other than those for which the leave of absence may be granted;
- (f) fails to return to work within ten (10) calendar days after being recalled from a layoff by notice sent by registered mail unless an explanation satisfactory to the Hospital is given by the employee;
- (g) is absent due to disability or illness, including absences on Workers Compensation, for eighteen (18) months.

ARTICLE 12 - LAY-OFF AND RECALL

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

- (b) No full-time employee within the bargaining unit shall be laid off by reason of their duties being assigned to one or more part-time employees.
- (c) The Hospital shall give each employee in the bargaining unit who has acquired seniority and who is to be laid off for a period of more than eight (8) weeks, notice in writing of her lay-off in accordance with the following schedule:

Up to one year's service - 1 weeks' notice

1 year but less than 3 years' service - 2 weeks' notice

3 years but less than 4 years' service - 3 weeks' notice

4 years but less than 5 years' service - 4 weeks' notice

5 years but less than 6 years' service - 5 weeks' notice

6 years but less than 7 years' service - 6 weeks' notice

7 years but less than 8 years' service - 7 weeks' notice

8 years' service or more - 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.

In the event of a proposed lay off of more than eight (8) weeks duration, the hospital will:

- (a) provide the Union with no less than 30 calendar days notice of such lay off, and
- (b) meet with the Union through the Labour Management Committee to review the following:
 - (i) the reason causing the lay off;
 - (ii) the service the hospital will undertake after the lay off;
 - (iii) the method of implementation including the areas of cut-back and employees to be laid off.
- (d) In all other cases of lay-off, the Hospital shall give each employee in the bargaining unit who has acquired seniority one (1) week's 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).
- (e) 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.
- (f) 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.
- (g) An employee shall have the opportunity of recall from a lay-off to an available opening, provided she has

the ability to perform the work before such opening is filled on a regular basis under the job posting procedure.

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

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

- (h) In determining the ability of an employee to perform the work for the purposes of paragraphs (d), (e) and (f) above, the Hospital shall not act in an arbitrary or unfair manner.
- (i) An employee recalled to work in a different classification from which she was laid off shall have the privilege of returning to the position she held prior to the lay-off should it become vacant within six (6) months of being recalled.
- (j) No new employee 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 (k) below, or have been found unable to perform the work available.
- (k) It is the sole responsibility of the employee who has been laid off to notify the Hospital of her intention to return to work within three (3) working days (exclusive of Saturdays, Sundays and paid holidays) after being notified to do so by registered mail, addressed to the last address on record with the Hospital (which notification shall be deemed to have been received on the second day following the date of mailing) and to return to work within ten (10) calendar 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.
- (1) Where the employee fails to notify the Hospital or to return to work in accordance with the provisions of Paragraph (k), she shall lose all seniority and be deemed to have quit the employ of the Hospital.

- (m) In the event that a lay-off commences on the day immediately following a paid holiday, an employee otherwise qualified for holiday pay shall not be disentitled thereto solely because of the day on which the lay-off commenced.
- (n) A laid off employee shall retain the rights of recall for a period of eighteen (18) months.

ARTICLE 13 - JOB POSTING

- 13.01(a) A vacancy shall be defined as a permanent opening in a job classification where the number of persons required by the Hospital exceeds the number classified therein.
- (b) Only vacancies for positions above the basic level offering an opportunity for promotion must be posted. The Hospital agrees to supply the Chief Steward of the bargaining unit with a copy of each job posting at the time of the posting.
- (c) When a vacancy occurs it shall be posted for five (5) working days (excluding Saturdays, Sundays and paid holidays) and written application for such posting must be received in Human Resources within the same five (5) day period.

Vacancies created by the filling of a posted vacancy must be posted for three consecutive days excluding Saturdays, Sundays and holidays.

- (d) A promotion is the reclassification to a position with a higher maximum salary rate.
- (e) In the cases of promotion the following factors shall be considered:
 - (i) seniority;
 - (ii) skill, ability, experience and qualifications.

Where the factors in (ii) are relatively equal, seniority shall govern.

- (f) The Management reserves the right to hire outside help or transfer, or promote persons presently in the employ of the Hospital provided the applicants are not capable of performing the work required.
- (g) Temporary vacancies resulting from a Maternity Leave of Absence need not be posted and will be filled on a temporary basis for the length of such leave. All

other temporary openings not expected to exceed three (3) months need not be posted.

The Hospital will notify the Chief Steward of all temporary openings exceeding three (3) months duration.

- (h) Successful applicants and newly hired employees will not be permitted to apply for job postings or any subsequent vacancies for a period of six (6) months, unless otherwise mutually agreed.

If the employee has been absent from scheduled work in excess of thirty (30) days the six (6) months period will be extended by the length of the whole absence.

- (i) 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 in increment stages in accordance with the time served in the new job.
- (j) An employee transferring to a new job shall be on probation on the new job for a period of up to sixty-six (66) days worked. If the employee cannot perform to the satisfaction of the Hospital in the job to which she has been promoted or transferred, the Hospital shall, within sixty-six (66) days worked in the job, return the employee 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 on the job, the Hospital shall return her to her previous job or, if the previous job is no longer in existence, to an equivalent job, at the Hospital's discretion, maintaining her previous rate and seniority.

- (k) In the case of the appointment of a physician to the staff of the Hospital, secretarial assistance to said physician may be provided by the physician's established secretary provided that the Hospital discusses such case with the Union in advance and further provided that in the case of disagreement the provisions of job posting will be observed.

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

ARTICLE 14 - BULLETIN BOARDS

14.01 The Hospital 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.

ARTICLE 15 - WAGES

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

- 15.02(a) Where the Hospital temporarily assigns an employee in a lower classification to assume the assigned responsibilities of an employee in a higher paying classification or job grade in the same bargaining unit for a period in excess of one-half of a shift, such employee will be paid the rate immediately above her current rate in the higher classification to which she was assigned retroactive to the commencement of such duties and for the duration of such duties.
- (b) 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 (1/2) shift, the employee shall receive an allowance of three dollars (\$3.00) for each shift from the time of the assignment.
- (c) Where an employee transfers to a lower paid job she shall be placed in the salary range for the new job at the level which corresponds to the level achieved in the salary grid prior to her transfer and she shall thereafter progress within the new salary range in accordance with her length of service in the new job.

15.03 An employee hired by the Hospital with recent and related clerical experience may claim consideration for such experience at the time of hiring on a form supplied by the Hospital. 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 placed in that step of the wage progression consistent with one (1) year's service for every two (2) years of related experience in the classification on the completion of the employee's probationary period.

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

ARTICLE 16 - PAY DAY

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

16.02 Employees will be given a pay stub or statement during working hours and usually during the last shift worked on the regular pay day.

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

ARTICLE 17 - GENERAL ACCOMMODATION

17.01 Where uniforms are required the Hospital shall either supply and launder the uniforms or, each January, provide a uniform allowance of \$60.00 per year.

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

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

17.04 (i) Where employees are required by the Hospital to take courses to upgrade or acquire new employment qualifications, the Hospital shall pay the full costs associated with the courses.

(ii) If required by the Hospital, an employee shall be entitled to leave of absence with pay and without loss of seniority and benefits to write examinations to upgrade his or her employment qualifications.

17.05 The Hospital will continue to provide accommodation to facilitate employees having their meals at the Hospital. Locker facilities will be provided when available for A.C.C.'s.

17.06 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.

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

17.08 When an employee is required to travel to the hospital or to return to her home as a result of reporting to or off work between the hours of 2400 - 0600 hours, or at any time while on standby, the hospital will pay transportation costs by taxi to a maximum of fourteen dollars (\$14.00) or such greater amount as the hospital may in its discretion determine for each trip between the aforementioned hours. The employee will provide to the hospital satisfactory proof of payment of such taxi fare.

ARTICLE 18 - RELIEF AND BREAK PERIODS

18.01(a) Employees will be allowed fifteen (15) minutes relief in each half shift 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 (1) thirty (30) minute break, provided mutual agreement has been reached between the employee's Manager/Coordinator and the employee, and furthermore provided such thirty (30) minute breaks are not taken at the commencement of shift or immediately preceding the end of shift, nor in conjunction with the employee's lunch break. The Hospital reserves the right to revoke such arrangement at any time.

ARTICLE 19 - HOURS OF WORK

- 19.01(a) Except in those areas where the parties agree otherwise, the regular work week for all employees shall average thirty-seven and one-half (37 1/2) hours (exclusive of meal periods) for each employee during bi-weekly periods, although it is understood that this Article shall not be construed to be a guarantee as to the hours of work per day nor as to the hours of work per week nor as a guarantee of working schedules. Except in those areas where the parties agree otherwise, the normal daily hours of work shall be seven and one-half (7 1/2) hours not including a one-half (1/2) hour unpaid meal break.

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.

- (b) The normal hours of work presently in effect shall remain in effect for the term of this Agreement. It is understood normal hours include those required to accommodate the change from Daylight Saving Time to Standard Time and vice versa to which the other provisions of the Article dealing with Hours of Work and Overtime do not apply. It is further understood that the amount of regular pay for a full normal shift worked shall not be affected by reason of the change in the number of normal hours worked in consequence of such change from Daylight Saving Time to Standard Time and vice versa. The provisions of this Article are intended only to provide a basis for calculating time worked and shall not constitute a guarantee of hours of work per shift or per week or for any period whatsoever nor a guarantee of working schedules.
- 19.02(a) Authorized time worked in excess of the normal daily hours or normal bi-weekly hours of the Hospital shall

be paid at the rate of one and one-half (1 1/2) times the employee's basic hourly straight time rate of pay provided no overtime premium will be paid for overtime on an exchange of shifts mutually agreed between two (2) employees where approved by the Hospital.

It is understood and acknowledged that the Hospital has the right to require employees to perform reasonable authorized overtime work.

- (b) Authorized leave of absence for Union business, sick leave, vacations, and paid 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 that its approval is obtained in advance and that no additional cost to the Hospital results from such exchange of shifts.
- (d) Call-back shall not be considered as hours worked for the purpose of this Article.
- (e) Overtime premium will not be duplicated nor pyramided nor shall other premiums be duplicated nor pyramided nor shall the same hours worked be counted as part of the normal work week and also as hours for which the overtime premium is paid.
- (f) When an employee is required to and does work for three (3) or more hours of overtime, she shall be provided with a hot meal or four dollars (\$4.00) if the Hospital is unable to provide the meal or has been unable to schedule a meal break during the overtime period.

Notwithstanding the foregoing, where the overtime assignment is for a period of three (3) hours, no more or less, the employee is not required to take a hot meal, if available, and may claim the four dollars (\$4.00) payment.

- (g) When an employee is required to and does work three or more hours of overtime they will be provided one fifteen (15) minute paid break.

19.03 An employee shall not be required to work more than seven and one-half (7 1/2) hours within an eight (8) hour period after commencing work.

19.04 The Hospital will endeavour to achieve the following objectives in the formulation of working schedules although the

Union recognizes that it is not always possible to meet these objectives,

- (a) Employees will not be scheduled to work more than seven (7) consecutive days.
- (b) Except in those areas where the parties agree otherwise, no less than sixteen (16) consecutive hours shall be scheduled off between shift change without consent.
- (c) Except in those areas where the parties agree otherwise, to schedule at least one (1) weekend off in three (3) and, where the weekend is not granted on the fourth weekend, time worked shall be paid at the rate of time and one-half (1 1/2) the employee's regular rate of pay for any time worked on such weekend.
- (d) Except in those areas where the parties agree otherwise, 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 beginning of shifts and change-over 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 change-over of shifts.
- (e) Except in those areas where the parties agree otherwise, if seven (7) days are worked, in a row, without time off, then the employee's two (2) days off will be consecutive.

19.05 Where practicable, employees' work schedule shall be posted two (2) weeks in advance of the schedule becoming effective.

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

19.07 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 and one-half (1 1/2) hours 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 cannot be scheduled within the sixty (60) day period referred to above, unless extended by agreement, the Hospital will pay for each such overtime hour worked.

- 19.08(a) Where employees are called back to work after having completed a regular shift and prior to the commencement of their next regular shift, they shall receive a minimum of three (3) hours of work or three (3) hours' pay at the rate of time and one-half (1 1/2) their regular hourly earnings. Where call back is immediately prior to the commencement of their regular shift, the call back 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 hack pay shall cover all calls within the minimum three (3) hour period provided for under paragraph (a) above. If a second call takes place after three (3) hours have elapsed from the time of the first call, it shall be subject to a second call back premium but in no case shall an employee collect two call back premiums within one such three (3) hour period, and to the extent that a call back overlaps and extends into the hours of this regular shift, the provisions of paragraph (a) shall apply.
- (c) An employee who is required to remain available for duty on standby at any time outside of the scheduled working hours for that particular employee, shall receive the amount of two dollars and ten cents (\$2.10) for each hour of standby duty provided that such employee can be contacted by telephone or other means of communication whenever needed during such period of standby and that such employee be prepared to undertake her assigned duties as expeditiously as possible when requested to do so.
- (d) Full-time employees who report for any scheduled shift will be granted 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.

ARTICLE 20 - SHIFT PREMIUM

20.01 Employees who are required to work an 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.

ARTICLE 21 - PAID HOLIDAYS

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

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

In addition, employees who have completed their probationary period shall receive two (2) float holidays per calendar year to be taken no later than each December 31st.

For the period April 1, 1989 - March 30, 1990 employees who have completed the probationary period shall receive a third (3rd) float holiday to be taken no later than March 30, 1990. Effective March 31, 1990 this third (3rd) float holiday will be changed to Easter Monday.

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

21.02 An employee who is required to work on any of the foregoing designated holidays shall be paid at time and one-half (1 1/2) the regular straight time hourly rate for all hours worked on such holiday. An employee who qualifies for a lieu day will be granted such lieu day within thirty (30) days following the date on which the holiday was observed. Such lieu day may be scheduled in conjunction with a scheduled weekend off, or days off, at a mutually agreeable time between the employee and his/her immediate supervisor. If the employee does not receive a day off in lieu, the employee shall be paid at time and one-half (1 1/2) her regular straight time hourly rate for all hours worked on such holiday, plus a regular day's pay at the regular straight time hourly rate in lieu of an additional day off.

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

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

21.05 An employee on probationary period of employment as expressed in Article 11.01 hereof shall not be entitled to the payment of statutory holiday pay for any designated holiday observed during her probationary period of employment but will be entitled to the payment of statutory holiday pay retroactively upon completion of her probationary period of employment.

ARTICLE 22 - VACATIONS

22.01 Subject to Article 25, an employee shall be entitled to vacation with pay, at their regular rate of pay as follows:

<u>Continuous Full-time Service</u>	<u>Vacation Accrual</u>
Less than 3 years	2.88 hours biweekly
3 years but less than 8 years	4.33 hours biweekly
8 years but less than 15 years	5.77 hours biweekly
15 years but less than 25 years	7.21 hours biweekly
25 years or more	8.65 hours biweekly

22.02 Subject to Article 22.04 an employee may request earned vacation time anytime after the completion of their probationary period.

22.03 Employees are not permitted to have accrued vacation time in excess of their annual entitlement.

22.04 Requests for vacation preference between each June 15th and September 15th and each December 20th and January 5th shall be made in writing to one's supervisor no later than each April 15th. The vacation schedule shall be posted no later than May 15th. All vacation periods will be arranged with an employee's Manager/Coordinator, with consideration being given to the employee's wishes on a seniority basis and the needs of the department.

All other vacation requests will be reviewed on a first come first served basis taking into consideration the needs of the department. The supervisor will endeavour to notify the employee of the decision within one (1) week of the request.

22.05 An employee who leaves the employ of the Hospital for any reason shall be entitled to receive any unpaid vacation pay

which is accrued to his date of separation unless he leaves without giving at least two (2) weeks notice of termination in which case he shall be entitled to the vacation pay calculated in accordance with the provisions of the Employment Standards Act, 1974.

22.06 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.

ARTICLE 23 - HEALTH AND WELFARE

23.01(a) The Hospital agrees to contribute one hundred percent (100%) of the billed single premium or one hundred percent (100%) of the billed family premium, whichever is applicable, under the Ontario Health Insurance Plan for each full-time employee in the active employ of the Hospital and in the bargaining unit.

(b) The parties agree that any and all divisible surplus or excess credits or refunds, or reimbursements under whatever name, that may arise, during the term of the Collective Agreement and result from a lower premium amount paid by the Hospital under the Ontario Health Insurance Act or any similar legislation, than the total amount paid by the Hospital and the employee at the commencement of the Agreement as premium payments for present health services shall accrue to and for the benefit of the Hospital, notwithstanding any legislation to the contrary, and particularly but without limiting the generality, the Ontario Health Insurance Act or any legislation amending or replacing such Act in whole or in part.

(c) The Hospital agrees to continue to contribute on behalf of each eligible employee covered by the Collective Agreement seventy-five percent (75%) of the billed premium under the Blue Cross Extended Health Care Plan (or equivalent) consisting of ten dollars (\$10.00) single and twenty dollars (\$20.00) family deductible (no co-insurance), subject to the terms and conditions of such plan provided the balance of the monthly premium is paid by the employee through payroll deduction.

The plan will include Vision Care coverage to a maximum of \$60.00 per person every 24 months and hearing

aid coverage to a maximum of \$300.00 per person per lifetime.

Existing provisions for private duty nursing services contained in the present extended health care plan will be amended to reflect that this benefit is limited to a maximum of ninety (90) eight-hour shifts per calendar year.

As a condition of employment, all eligible future employees coming into the bargaining unit shall be required to enroll into the plan.

- (d) The policy of the Hospital to make available pension 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 one hundred percent (100%) of the billed premium of the Group Life Coverage premium up to a maximum of twice the annual salary for each eligible full-time employee in the active employ of the Hospital and in the bargaining unit.

- (e) The Hospital, during the term of this Agreement, will endeavour to institute the Hospitals of Ontario Disability Income Plan (HOODIP). When the Hospital institutes such Plan:

- the Hospital will then 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 Income Plan (HOODIP) brochure.

- The Hospital will pay fifty percent (50%) of the billed premium towards coverage of eligible employees under the long-term disability portion of the Plan (HOODIP or equivalent), the employee paying the balance of the billed premium through payroll deduction. Effective the first billing date following January 7, 1987, the Hospital will pay seventy-five percent (75%) of the billed premium for H.O.O.D.I.P.

- Upon implementation of the HOODIP Plan, the transfer provisions contained in the 1982 Implementation Agreement (Appendix XXIV) excluding the cash-out provisions will apply from the date of the transfer.

- (f) The Hospital will contribute fifty percent (50%) of the billed premiums towards coverage of eligible employees in a group dental plan (Blue Cross Plan No. 9 - current O.D.A. Schedule or its equivalent, as determined by the Hospital), provided such employee

shall pay the remaining premium through payroll deductions.

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 contribute one hundred percent (100%) towards semi-private hospitalization insurance coverage (Blue Cross or equivalent) provided the balance of the monthly premiums are paid by the employee through monthly payroll deductions.
- (h) The Hospital may at any time substitute another carrier for any Plan (other than O.H.I.P.) provided that the benefits provided thereby are substantially the same.

ARTICLE 24 - SICK LEAVE

24.01 Whenever paid sick leave is claimed, the Hospital has the right to require an employee to produce proof of illness in the form of a medical certificate.

24.02 The Hospital 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.

ARTICLE 25 - LEAVE OF ABSENCE

- 25.01(a) The Hospital may grant leave of absence without pay to any employee for valid personal reasons.
- (b) It is understood that during any approved unpaid absence not exceeding thirty (30) continuous calendar days or any approved absence paid by the Hospital, both seniority and service will accrue.

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, 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 the 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.

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 and adoption leave, or for a period of eighteen (18) months if an employee's absence is due to a disability resulting in W.C.B. benefits, or for a period of twelve (12) months if an employee's absence is due to an illness not resulting in W.C.B.

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

25.02 Maternity Leave

- (a) An employee who is pregnant and who has been employed for at least ten (10) months immediately preceding the date of expected delivery shall be entitled, upon her written application therefore, to a leave of seventeen (17) weeks from her employment or such shorter leave of absence as the employee may request commencing during the period of eleven (11) weeks immediately preceding the estimated day of her delivery.
- (b) Where the actual date of her delivery is later than the estimated day of her delivery, the leave of absence shall not end before the expiration of six (6) weeks following the actual date of her delivery.
- (c) The employee shall give the Hospital two (2) weeks notice in writing prior to the day upon which she intends to commence her leave of absence and shall furnish the Hospital with the certificate of a legally qualified medical practitioner stating that she is pregnant and giving the estimated day upon which delivery will occur in his opinion.
- (d) An employee may, if she desires to return to work, shorten the duration of the leave of absence requested

upon giving the Hospital two (2) weeks notice of her intention to do so and furnishing the Hospital with the certificate of a legally qualified medical practitioner stating that she is able to resume her work.

- (e) The Hospital may require the employee to begin the leave of absence at such time as in its opinion the duties of her position cannot reasonably be performed by a pregnant woman or the performance of her work is materially affected by the pregnancy.
- (f) The employee shall, if requested by the Hospital, furnish medical proof of her fitness to resume her employment following the leave of absence.
- (g) Credits for service for the purposes of salary increments, 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. In addition the vacation entitlement date will not be adjusted for maternity leave.
- (h) No contributions for any employee benefits provided under the Collective Agreement will be made by the Hospital during any such leave of absence. Subject to the provisions of the master policies governing such plans, employees desiring to maintain such protection through the Employer shall be entitled to remit to the Employer such full premiums as fall due during the leave so as to ensure continued coverage.
- (i) No leave granted under the provisions of this Article will be considered sick leave and sick leave credits may not be used.
- (j) An employee intending to resume employment with the Hospital is required to advise the Hospital in writing four (4) weeks prior to the expiry of the leave of absence for pregnancy. Upon her return to work following such leave, the employee will be returned to her former position or to work of a comparable nature at the same increment level of pay as she received prior to the commencement of the leave, in accordance with the provisions of this Agreement relating to seniority, provided that where operations which were suspended or discontinued by the Hospital during such leave have not been resumed by the Hospital prior to

the expiry thereof, the Hospital shall, upon resumption of such operations, return the employee to work as above provided in this Paragraph (j) hereof.

- (k) The leave of absence provided for under this Article shall be extended, upon application in writing to the Hospital at least four (4) weeks prior to the expiry of the leave, for a period up to six (6) months following the date the leave commenced.
- (l) Effective on confirmation by the Unemployment Insurance Commission of the appropriateness of the Hospital's Supplemental Unemployment Benefit (SUB) plan, and retroactive to the date following the release of the arbitration award, 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 per cent (75%) of her regular earnings and the sum of her weekly Unemployment Insurance benefits and any other earnings. Such payment shall commence following completion of the two week unemployment insurance waiting period, and receipt by the Hospital of the employee's Unemployment Insurance cheque stub as proof that she is in receipt of Unemployment Insurance pregnancy benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours.

25.03 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 the renewal of this Agreement or its successor shall not be considered as leave of absence for Union business for the purpose of this Article.

25.04 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.

ARTICLE 26 - BEREAVEMENT LEAVE

26.01 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 regular pay for scheduled hours from the date of death, up to and including the date of the funeral.

An employee's immediate family for the purpose of this Agreement shall mean: husband, wife, child, mother, father, sister, brother, mother-in-law, father-in-law, grandmother, grandfather, grandchild, sister-in-law, brother-in-law, son-in-law, daughter-in-law, guardian and step-parent.

ARTICLE 27 - JURY DUTY

27.01 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 proceeding 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.

ARTICLE 28 - DEFINITIONS

28.01 "Working days" shall mean full calendar days exclusive of Saturdays, Sundays and Paid Holidays.

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

ARTICLE 29 - TECHNOLOGICAL CHANGE/EQUIPMENT

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

29.02 Where the Hospital has decided to introduce a technological change, the Hospital undertakes to meet with the Union to consider the minimizing of adverse effects, if any, on the status of any employee(s) concerned.

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

29.04 Employees with one (1) or more years of continuous service who are subject to layoff under conditions referred to above, will be given notice of the impending change in employment status at the earliest reasonable time in keeping with the notification of the Union as set out above and the requirements of the applicable legislation.

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

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

29.07 Each employee required to use a VDT more than four hours per day, shall be given eye examinations at the beginning of employment or assignment to VDT's and every twelve months there-

after. The eye examinations shall be paid for by the hospital where not covered by OHIP.

ARTICLE 30 -HEALTH AND SAFETY

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

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

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

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

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


30.06 Any representative appointed or selected in accordance with 30.02 hereof shall serve for a term of one calendar year from the date of appointment which may be renewed for further periods of one year. Time off for such representative(s) to attend meetings of the Accident Prevention - Health and Safety Committee in accordance with the foregoing shall be granted and any representative(s) attending such meeting during her/their regular scheduled hours of work shall not lose regular earnings as a result of such attendance.

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

30.08 Where the Hospital identifies high risk areas where employees are exposed to Hepatitis B, the Hospital will provide a vaccine at no cost to the employees.

ARTICLE 31 -- WORKERS' COMPENSATION

31.01 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.



31.02 The hospital will continue to pay its share of the fringe benefit premiums stated in Article 23 for eighteen (18) months while the employee is receiving Workers' Compensation benefits.

ARTICLE 32 - DURATION, RENEWAL AND TERMINATION

32.01 This Agreement shall continue in effect until March 31, 1990, and 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 this Agreement.

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

32.03 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. 1980 c.228 of the Province of Ontario as amended, and the Hospital Labour Disputes Arbitration Act, R.S.O. 1980 c. 205 as amended.

32.04 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 on 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 at Toronto this 18th day of Sept. 1989.

FOR THE EMPLOYER

FOR THE UNION

Anne Waldron

Rosemary Mei

BP/KK

SCHEDULE "A"

Classification		Start	1 Year	2 Years	3 Years	4 Years
File Clerk	Apr 1/89	10.271	10.575	10.888		
Film File Clerk						
Clerk Typist	Apr 1/89	10.752	10.951	11.170		
C.P.I. Clerk						
Mail Clerk	Apr 1/89	11.139	11.316	11.505		
Medical Dicta Typist	Apr 1/89	11.139	11.525	11.902	12.288	
Film Librarian	Apr 1/89	11.254	11.411	11.567		
Health Records Clerk						
A/P Clerk						
Billing Clerk						
Switchboard Operator						
Accounting Clerk						
Data Entry Clerk						
Insured Billing Clerk						
Medical Word Processor	Apr 1/89	11.389	11.775	12.152	12.538	
Admission Services Clerk	Apr 1/89	11.421	11.557	11.714	11.860	
O.R. Booking Clerk						
A.C.C.						
Secretary	Apr 1/89	11.713	11.911	12.340	12.674	
Posting Clerk	Apr 1/89	11.567	11.870	12.163	12.456	12.769
Computer Operator						
Payroll Clerk						
Health Records Tech.	Apr 1/89	11.995	12.298	12.601	12.915	13.207
Senior Secretary	Apr 1/89	12.330	12.487	12.644	12.821	
Buyer	Apr 1/89	12.811	13.323	13.605	13.919	14.201