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<u>COLLECTIVE AGREEMENT</u>			
EMPLOYEES	71		
NOMBRE			
PUBLICÉS	80		

-between-

PLUMMER MEMORIAL HOSPITAL

-and-

SERVICEEMPLOYEES UNION LOCAL 268

FULL-TIME COLLECTIVE AGREEMENT

OFFICE & CLERICAL UNIT

TERM January 1, 1990 - December 31, 1991

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SERVICE EMPLOYEES UNION LOCAL 268

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TERM January 1, 1990 - December 31, 1991

PLUMMER MEMORIAL HOSPITAL  
FULL-TIME COLLECTIVE AGREEMENT  
(OFFICE AND CLERICAL UNIT)

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## **FOR YOUR INFORMATION**

The International Union has a scholarship programme which offers 10 4-year scholarships of \$750.00. For details of this programme contact the Union **Office**. Please keep the Union Office advised of any change of address. It is each member's responsibility to ensure their dues payments are up to date. If the payment is not made within the month they are owing, your Death Gratuity is broken.

The Welfare Fund will function only under the following guidelines for full and part-time employees of their Employer and who is a member in **good** standing:

- a) **cards to members** who are **ill**;
- b) wreaths for deceased members only - not family members.

Responsibility for Payment of **Dues**: SEIU Constitution and **By-Laws** Article XVIII, Section 3 (c).

The entire responsibility for payment of dues to a Local Union within the time required **by** the provisions of this Article is the sole obligation of each member individually and cannot be delegated to the Local Union or any of its representatives, or **to** any person whether a delegate, shop steward or otherwise. Effective **May** 1st, 1978, all full-time members will **be** solely responsible for the payment of their dues when not deducted at the Union **Office** prior **to** the last day of the month in which they are owing in order to protect your Death Gratuity.

## **THE INTERNATIONAL DEATH GRATUITY**

The gratuity is a payment made **by** the International

Union to the Beneficiary of a deceased member. It is a gift from the Union to your family or anyone **you** choose, an extra service undertaken **by** your Union to encourage you to pay dues promptly, that is, within the month they are due. The Death Gratuity affects members of the SEIU - except those who joined after January 1st, 1951 and who were 65 or older at the time.

For members of any Local Union **who were** in good standing in connection with this Article XVII on September 1, 1984, the Service Employees International Union Death Gratuity Program, **as** amended effective September 1, 1984, shall be maintained in effect for those members who meet the eligibility and participation requirements set forth in such amended Program. When the International Executive Board in its discretion determines that it is necessary or advisable to abolish, curtail or limit any payments provided for in the Program or to amend or modify any provisions governing such payments, it shall have authority to do **so**. The International Union shall notify each Local Union **sixty** (60) days before the effective date of any changes in the provision of the Program.

This age limit does not apply to members who joined before January 1st, 1951. Gratuity payments are in the amounts of \$100.00; \$200.00; \$300.00; \$400.00 and \$500.00. **They** are computed this way: Counting back from the date of death, \$100.00 is paid for up to 5 years. If **you** were to die less than a year after you joined, your beneficiary would not receive a Gratuity. Or, if you were to die within a year after you failed to pay dues on time in any month, no Gratuity would be paid. **And, of course,** members who joined at age 65 after January 1st, 1951 are not affected **by** the Gratuity. Can the Beneficiary of every member **receive** a \$500.00 Gratuity? No. There are 2 exceptions.

- 1) if you were initiated after January 1st, 1946,

and were 55 or over at the time, the maximum Gratuity will be \$100.00 in any event;

2) if you fail to pay dues promptly anytime after you reach 55 the maximum Gratuity possible will be **\$300.00.**

The natural person or **persons** you want to receive the Gratuity is your beneficiary. **An** estate or institution may not be named **as** your beneficiary. If you do not name **a** beneficiary and leave no **spouse** or children, the Union will pay \$100.00 towards funeral expenses. You alone **are** responsible for the prompt payment of your dues. There are not exceptions to this - not even if **you** customarily **pay** dues through another person and that person fails to pay them on time. For your loved **ones**, protect the Gratuity. **Always pay** your dues within the month they are due or ahead of time. If you have not named your beneficiary do so **as soon as possible**. Should your beneficiary die or should you decide to change beneficiaries, notify your Local Union.

#### MEETING DATES

##### GENERAL MEMBERSHIP MEETING

First Monday of Each Month  
(**Excluding July & August**)

##### EXECUTIVE BOARD MEETING

Last Monday of Each Month

UNION OFFICE

1200 West Walsh Street  
Thunder Bay, Ontario  
P7E 4X4  
(807) 475-4217

UNION OFFICE

Suite 407, 123 March Street  
Sault Ste. Marie, Ontario  
P6A 2Z5  
(705) 942-9110

OFFICE STAFF

RICHARD ARMSTRONG - Business Manager

<b>Barbara Rankin</b> Union Representative (Thunder Bay)	<b>Helen Eaton</b> Union Representative (Thunder Bay)	<b>Vincent Pistor</b> Union Representative (Sault Ste. Marie)
<b>Linda Grant</b> Accountant (Thunder Bay)	<b>Brenda Thompson</b> Secretary (Thunder Bay)	<b>Jeanette Cain</b> Secretary (Sault Ste. Marie)
	<b>Glen Chochia</b> Union Representative (Thunder Bay)	



**OFFICE AND CLERICAL FULL-TIME AGREEMENT**

Between

**PLUMMER MEMORIAL PUBLIC HOSPITAL**  
(Sault Ste. Marie)

hereinafter called the "Corporation

of the **FIRST PART**

and

**SERVICE EMPLOYEES UNION, LOCAL 268,**  
affiliated with Service Employees International Union,  
A.F. of L., C.I.O., and C.L.C.

of the **SECOND PART**

WITNESSETH:

**ARTICLE 1 PURPOSE OF AGREEMENT**

1.01 The purpose of this Agreement is to establish and maintain an orderly Collective Bargaining relation ~~between~~ the Employer ~~and~~ certain ~~classes~~ of the Employer represented ~~by~~ the Union in order to assist in the promotion of the successful ~~opera-~~tion ~~of~~ the Employer in the maintenance of responsibility on the part ~~of~~ the Union and Management alike.

## **ARTICLE 2 DEFINITIONS**

**2.01** “Employee” shall include only such persons coming within the scope of the certificate issued by the Ontario Labour Relations Board dated the 2nd day of May, 1973.

**2.02** “Steward” shall mean an employee of the Corporation who has completed the probationary period of service with the Corporation and whose name has been forwarded to the Corporation by the Union in writing confirming his appointment as such, and who has not been replaced by the Union without written notice to the Corporation.

**2.03** “Administrator” shall mean the President or his appointee of Plummer Memorial Public Hospital.

## **ARTICLE 3 RECOGNITION**

**3.01** The Corporation recognizes the Union for the duration of this agreement as the sole and exclusive collective bargaining agent with respect to wages, hours and working conditions for all Office and Clerical personnel employed by the Plummer Memorial Public Hospital in its hospital at Sault Ste. Marie, save and except supervisors, persons above the rank of supervisor, professional medical staff, graduate nursing staff, undergraduate nurses, graduate pharmacists, undergraduate pharmacists, graduate dietitians, student dietitians, technical personnel, persons regularly employed during the school vacation period and persons regularly employed for not more than twenty-four (24) hours per week, and persons covered by a subsisting collective agreement between Service Employees Union Local 268, affiliated with Service Employees International Union, A.F. of L., C.I.O. and C.L.C. and Plummer Memorial Public Hospital.

#### **ARTICLE 4 RELATIONSHIP**

**4.01** There shall be no discrimination, interference, restraint or coercion exercised or practiced upon any employee because of the membership or lack of membership in the Union by the Union, the Corporation, or any employee within the bargaining unit.

#### **ARTICLE 5 MANAGEMENT FUNCTIONS**

**5.01** The Union acknowledges that it is the exclusive right and power of the Corporation:

(a) To direct the working forces, to discharge employees for **just cause**, subject to the **use** of the grievance procedure, to hire, promote, demote, transfer, lay-off, suspend or otherwise discipline employees.

(b) **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**, and 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.

(c) To maintain order, discipline and efficiency and to make and alter from time to time **rules** and regulations to be observed, provided such rules and regulations are not inconsistent with the provisions of **this** agreement.

## **ARTICLE 6 UNION SECURITY**

6.01 **As** a condition of employment, the Hospital will deduct from each employee covered **by** this Agreement, an equal amount equal to the regular monthly Union dues designated **by** the Union.

Such dues shall be deducted from the first pay of each month of full-time employees and may be deducted from every pay for part-time employees. In the case of newly hired employees, such deductions shall commence in the month following their date of hire.

The amount of the regular monthly dues shall be those authorized **by** the Union and the Union shall notify the Hospital of any changes therein and such notification shall be the Hospital's conclusive authority to make the deductions specified.

In consideration of the deducting of dues by the Hospital, the Union **agrees to** indemnify and save harmless the Hospital against any claims or liabilities arising or resulting from the operation of this Article. Dues deducted **by** the 15th of the month shall be remitted monthly to the Union, no later than the end of the month in which the dues were deducted.

### **6.02 Employee Lists:**

a) Seniority lists of full-time employees shall be posted in the bulletin board upon the signing of this Agreement and every six (6) months thereafter. Copies of the seniority list will be supplied to the Union **upon** request. Upon the posting of the Seniority Lists, employees shall have thirty (30) days in which to

file complaints against their seniority standing, and if **no** complaints are filed, it is deemed that the Seniority List **as** posted is correct,

b) The Hospital is agreeable to including Social **Insurance** Numbers in check-off lists and/or seniority lists currently being supplied to the Union pursuant to the provisions of the Collective Agreement where such information is presently available on computer. During the term of the Agreement, the Hospital will attempt to make such information available for the bargaining unit. To the extent that this cannot be reasonably accommodated through the computer system, or where the Hospital is **on** a manual system, the Union **be** will provided on a "one-time basis only" with the Social Insurance Number for each employee in the bargaining unit **and** such information will be updated with **respect** to new employees subsequently hired. In addition to the foregoing, the Hospital will supply the Union with the addresses of **new** employees when they are placed on the check-off list for the first time.

c) Dues Check-Off Union dues so deducted shall be forwarded no later than the end of the month in which deductions are made and the deductions will be accompanied **by** a list showing the names of persons for whom deductions are made, the names of the persons for whom no deduction have been made and the reason for the absence of such deduction. Such deductions are to be forwarded to the Secretary-Treasurer of the Union at the address from time to time given to the Hospital.

d) Bulletin Boards:

a) The Hospital shall provide a Union bulletin board in a mutually agreed **upon** location.

b) The Union shall have the right to post notices of meetings and such notices as may be of interest to the employees on such bulletin board provided that all such notices are submitted to the President for approval before posting. All outdated notices shall be removed **by** the Union.

#### **ARTICLE 7 INTERVIEW SYSTEM FOR NEW EMPLOYEES**

**7.01** It is agreed that upon commencement of employment new employees will be advised by a representative of the Personnel Department of the Corporation of the existence of the Union and the conditions surrounding their employment as contained in the herein collective agreement, and any rules that may be formulated under its terms. It is also agreed that a representative of the Union will be given an opportunity to interview each employee once upon completion of his or her probationary period for the purpose of ascertaining the wishes of the employee concerning membership in the Union. The Corporation will notify the Union monthly of the names of those who complete their probationary period, and on request will arrange a time and place for such interview, the time of which shall not exceed ten (10) minutes. Because of these privileges of interview granted in this clause, it is expressly agreed **by** the Union that there shall be no solicitation for membership at any other time, nor collection of dues at any other time on the premises of the Hospital.

#### **ARTICLE 8 NO STRIKE OR LOCKOUT**

**8.01** During the term of this agreement neither the Union nor any of its officers or officials nor any employees shall take part in or call or encourage any strikes, sit-down, slowdown

which includes any work-to-rule arrangement ~~or~~ any suspension of work against the Corporation, which shall in any way affect the operations of the Corporation, ~~nor~~ shall the Corporation nor any of its officers ~~or~~ officials engage in any lockout.

**8.02** It ~~is~~ agreed that if such action should be taken by the employees, the Union will instruct the said employees to return to work and perform their usual duties and to resort to the Grievance Procedures established herein for settlement of any complaint or grievance.

**8.03** An employee who takes part in or counsels or procures any other employee to take part in any strike, slowdown, work-to-rule arrangement, sit-down or any other suspension of work against the Employer will be subject to discipline.

**8.04** Should there be any violation of either 8.01 or 8.02 of this article, there shall be no discussion or negotiations of the matter in dispute between the Employer and the Union until normal work has been resumed.

## **ARTICLE 9 UNION REPRESENTATION and COMMITTEES**

**9.01** The Corporation acknowledges the right of the Union to appoint or otherwise select up to five (5) Stewards, one from each of the following Departments:

- 1 - Medical Records
- 1 - Ward Clerks • Nursing Service
- 1 - Admitting
- 1 - Business Office
- 1 - X-ray, Laboratory, Physiotherapy, Purchasing.

**9.02** In addition, a chief steward may be appointed or elected. The zone within which each steward is to function shall be limited to the Department in which he is employed. The Chief Steward shall (at the request of any zone steward) assist any steward with the presentation of any grievances or with any other steward function.

**9.03** The Union recognizes that stewards have regular duties to perform as employees of the Hospital, and as far as possible, Union business will be conducted outside working hours. Such employees shall not, therefore leave their regular duties for the purpose of conducting any business on behalf of the Union or to discuss any grievance without first obtaining the permission of their supervisor. Such permission will not be unreasonably withheld. When returning to work, an employee who has been given time to conduct Union business or take up a grievance, will report to his supervisor and will give a reasonable explanation concerning his absence, if requested to do so.

**9.04** A steward having obtained the permission of his department head to leave his regular duties for grievance purposes shall be paid his regular rate for such time lost from his regular working hours.

**9.05** The Union shall notify the Corporation in writing of the names of the stewards from time to time, and the Corporation will not be required to recognize the stewards until it has been notified in writing by the Union of the names of the employees selected.

**9.06** At the time formal discipline is imposed or at any stage of the grievance procedure an employee shall have the right,



upon request, to the presence of his/her steward. In the **case** of suspension or discharge, the Hospital shall notify the employee of this right in advance.

**9.07** a) Nothing in this article shall preclude full-time stewards from representing part-time employees and vice versa.

b) Official Service Employees Union Steward lapel pins may ~~be~~ worn **by** Stewards that have been confirmed in writing to the corporation **by** the Union.

**9.08** The Hospital agrees that the members of the Negotiating Committee shall suffer no loss of earnings for the time spent during their regular working hours in attending such negotiating meetings with the Hospital up to, but not including arbitration,

**9.09** Nothing in this provision is intended to preclude the Union Committee from having the assistance of

any representative of the Union when negotiating with the Hospital.

**9.10** Union/Management Committee: The parties agree to establish a joint union/management committee which will consist of three (3) representative members from the Union and three (3) from management.

The committee will meet **as** required **by** the parties to discuss **issues** of mutual concern with the exception of **issues** subject **to** the grievance procedure or **issues** which **are** subject to negotiations. Paid attendance at such meeting during regularly scheduled working hours will be subject to employee availability and departmental **needs**.

## ARTICLE 10 GRIEVANCE PROCEDURE

**10.01** It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible, and it is understood that an employee has no grievance until she has first given her immediate supervisor the opportunity of adjusting her complaint. Such complaint shall be discussed with her immediate supervisor within five (5) calendar days after the circumstances given rise to it have occurred. The immediate supervisor shall respond to the complaint within five (5) calendar days and if the reply is not satisfactory to the complainant, then the matter may be referred to Stage One of the Grievance Procedure.

**10.02** All grievances arising between employees and the Corporation will be dealt with in accordance with the following procedures:

**STAGE ONE** The employees concerned accompanied by the Shop Steward may within five (5) working days of the alleged grievance take the matter up in writing directly with the Department Head who shall give his or her answer in writing to such employee within five working days. Stage One to be five (5) working days from receipt of the written alleged grievance.

**STAGE TWO** Should the employee feel that this grievance has not been satisfactory settled, then a committee comprised of the employee, the Shop Steward and a Union representative will within five (5) working days of the date on which the answer was received at Stage One present the written grievance and reply to the President who shall discuss the matter with such committee and give his decision in writing no later than twenty (20) days after the written presentation has been given to him, but in no case any longer than three (3) days after the next regular Board meeting of the Hospital Board.

**10.03** It is mutually agreed that either the Corporation or the Union may bring forward at any time any grievance relating to the interpretation, administration or alleged violation of this agreement, and that such grievance shall be brought forward at Stage Two.

#### **ARTICLE 11 ARBITRATION**

**11.01** When either party requests that a grievance be submitted to arbitration, the request shall be in writing, addressed to the other party of this agreement and if within ten (10) days thereafter the parties are unable to select by mutual agreement an Arbitrator, then the Arbitrator shall be appointed by the Labour Management Arbitration Commission for the Province of Ontario.

**11.02** If a grievance is to be submitted to arbitration, it shall be accompanied by a written statement which shall clearly set forth the nature of the grievance, the parties involved, remedies sought, reasons relied upon, and the clauses or clause of this agreement said to be violated, all in clear and concise terms, copies of which shall be filed with the Canadian Office of the Union.

**11.03** No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle this grievance.

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

11.05 The fees and expenses, if any, of the arbitrator shall be shared jointly **by** the parties thereto.

11.06 Proceedings before the arbitrator will be expedited **by** the parties thereto, and the decision of the arbitrator will be accepted as final and binding on the parties hereto.

11.07 It is understood and agreed that the arbitrator shall have authority only to settle disputes under the terms of this agreement and may only interpret and apply this agreement to the facts ~~of~~ the particular grievance involved. Only grievances arising from the interpretation, applications, administration or alleged violation of this agreement, including a question **as** to whether a matter is arbitrable, shall be arbitrable. The Arbitrator shall have no ~~power~~ to alter, add to, subtract ~~from~~, modify or amend this agreement, nor to give any decision inconsistent with it nor shall any practices or customs become binding unless they are in writing between the President and the Union. No costs of any arbitration shall be awarded to or against either party. If ~~q u e s t e d~~ **by** either party, a full arbitration board ~~can~~ be utilized.

11.08 Time limits referred to in this and the preceding article may be extended **by** mutual agreement ~~of~~ the parties.

## **ARTICLE 12 WITNESS AND INSPECTION**

12.01 At any stage of a grievance procedure including arbitration, the parties may have the ~~assistance~~ of the employee or employees concerned and any other necessary witness, two only at any one time, and all reasonable arrangements will be made to permit the conferring parties or the arbitrator to have access to any part ~~of~~ the Hospital providing it does not interfere with the Hospital operation or personal attention to the patients, to view

any working conditions which may be relevant to the settlement of the grievance.

### **ARTICLE 13 DISCHARGE CASES**

**13.01** A claim by an employee that he has been unjustly discharged from his employment shall be treated as a grievance and may be lodged at Stage Two within five (5) days after the employee ceases to work for the Corporation.

**13.02** Discharge or discipline grievances may be settled by confirming the management actions in dismissing or disciplining the employee or by reinstating the employee with full, partial or no compensation for the time lost or by any other arrangement which is just and equitable in the opinion of the parties or the Arbitrator.

### **ARTICLE 14 CORPORATION GRIEVANCE**

**14.01** It is understood that the Corporation may bring forward to the Union any complaint with respect to the conduct of the Union, its officers or members, and 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.

The grievance shall be filed with the Business Representative at the Sault Ste. Marie Office of the Local. The Business Representative will respond within ten (10) days of the receipt of the grievance. The Parties shall meet to discuss the matter within five (5) days of the response being given. The Union shall respond within five (5) days of the response of such meeting

and if the matter is not resolved then another meeting within five (5) days will take place with the Business Manager of the Local or his designate present, however such designate at this step shall be someone other than the Business Representative.

#### **ARTICLE 15 PROBATIONARY PERIOD**

15.01 New employees of the Corporation shall be considered probationary employees until they have had three (3) months continuous service with the Corporation, after which their continuous service shall date from the original hiring date. Grievances may not be presented in connection with the discharge or lay-off of probationary employees unless the discharge or lay-off is claimed to be a discrimination for Union activity. Probationary employees are entitled to all other rights and privileges accruing to employees in this contract.

With the written consent of the Corporation, Employee and the Union, such probationary period may be extended for a period to be determined by the parties.

#### **ARTICLE 16 SENIORITY**

16.01 Seniority Factors: The Corporation and the Union agree that in the cases of promotions, (other than promotions to positions outside of the bargaining unit) transfers and demotions, and in all cases of increase or decrease of forces, the following factors shall be considered  
- Ability, Experience and Qualifications and Seniority.

Where the factors are relatively equal amongst the employees considered, seniority shall govern providing the

successful applicant is qualified to ~~perform~~ the available work. The name of the successful applicant will be posted on the bulletin board and unsuccessful applicants will be notified.

16.02 Seniority lists of full-time employees shall be posted on the bulletin board upon the signing of this agreement and every six (6) months thereafter. Copies of the seniority list will be supplied to the Union upon signing the Collective Agreement and every six (6) months thereafter. Upon the posting of the seniority lists, employees shall have thirty (30) days in which to file complaints against their seniority standing, and if no complaints are filed, it is deemed that the seniority list as posted is ~~correct~~.

16.03 Seniority in re-hiring: All employees shall retain their seniority for a period of eighteen (18) months after lay-off.

16.04 Break in Seniority and Deemed Terminated: A break in seniority shall be deemed to have occurred if any individual employed by the Corporation:

(a) quits;

(b) is discharged;

(c) fails to return to work after the completion of a leave of absence which may have been granted by the Corporation:

(d) fails to return to work on being sent re-hiring notice;

(e) utilizes a leave for purposes of other than those for which the leave of absence may have been granted;

(f) absents himself from work for three (3) scheduled working days without a reasonable excuse;

(g) is laid off for a period of more than eighteen (18) months;

(h) an employee is absent for more than one eighteen (18) months because of sickness or for more than twenty-four (24) months because of physical disability resulting in W. C. B. benefits.

(i) leaves his post without permission during regular working hours and without an acceptable reason.

**16.05**            Effect of Absence (Full-Time Only):

a) It is understood that during 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 provision 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. The Hospital will continue to pay its share of the



premiums for the initial seventeen (17) ~~weeks~~ from the commencement of the leave if an employee is on maternity or adoption leave. Notwithstanding this provision, service shall accrue for a period of fifteen (15) weeks if an employee's absence is due to a disability resulting in W. C. B. benefits.

c) 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 or adoption leave, or for a ~~period~~ of eighteen (18) months if an employee's absence is due to a disability resulting W. C. B. benefits, or for a period of one (1) ~~year~~ if an employees' sunpaid absence is due to an illness.

16.06 Transference of Seniority: **An** employee whose status is changed from full-time to part-time shall receive credit for his full seniority and service.

Effective January 31, 1991, an employee whose status is changed from part-time to full-time shall receive credit for seniority and service on the basis of one year of seniority for each 1725 hours ~~worked~~.

Note: Past Changes and Effective Dates

Effective October 5, 1988	1800 hours = one year
Effective June 14, 1983	1950 hours = one year

16.07 Transfer to Positions Outside of the Bargaining Unit: **An** employee who is transferred to a position outside of the bargaining unit for a period of ~~six~~ (6) months shall retain but not accumulate seniority held at the time of the transfer. In the event the employee is returned to a position in the bargaining unit he shall be credited with the seniority held

at the time of transfer and resume accumulation from the date of his return to the bargaining unit.

**ARTICLE 17 JOB CLASSIFICATION AND WAGE RATES**

17.01 Job classifications and wages to be paid are set out in Schedule "A" attached hereto.

17.02 (a) 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 the 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 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 the rates of other classifications in the bargaining unit having regard to the requirements of such classification.

(b) When the Hospital makes a substantial change during the term of the Agreement in the job content of an existing classification, which in reality causes such classification to become a new classification, the Hospital agrees to meet with the Union if requested to permit the Union to make representation with respect to the appropriate rate of pay.

(c) If the matter is not resolved following the meeting with the Union the matter may be referred to arbitration as provided in the Agreement within fifteen (15) days of such meeting. The decision of the Board of Arbitration (or the arbitrator as the case may be) shall be based on the relationship established by the comparison with the rates of other classifications in the bargaining unit having regard to the requirements of such classification.

(d) The parties further agree that any change mutually agreed to or awarded as a result of arbitration shall be retroactive only to the due date that the Union raised the issue with the Hospital.

17.03 Temporary Full-time Employees: Employees may be hired for a specified term, not to exceed (6) months to replace an employee on leave or to perform a special non-recurring task. Such employees will not be permitted to exercise seniority. The release or discharge of such employee at the expiry of the term for which he was hired shall not be the subject of a Grievance or Arbitration.

The Hospital will notify part-time where possible, of temporary full-time vacancies and will consider applicants initially within the department and then in the bargaining unit prior to recruiting elsewhere.

Part-time employees interested in such temporary full-time work may record such interest in writing with the Hospital. Consideration shall be given to such requests prior to hiring new employees.

## ARTICLE 18 TECHNOLOGICAL CHANGE

18.01 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.

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

18.03 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 shall be given during the hours of work whenever possible and may extend for up to six (6) months.

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

**18.05** Employees who are pregnant shall not be required to operate VDT's. 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

**18.06** Each employee required to use a VDT more than four (4) hours per day, shall be given eye examinations at the beginning of employment or assignment to VDT's and every twelve (12) months thereafter. The eye examinations shall be paid for by the Hospital where not covered by OHIP.

#### **ARTICLE 19 PAY DAY**

**19.01** It is mutually agreed that employees shall be paid bi-weekly and the method of computation for biweekly pay shall be arrived at by taking the monthly rate and multiplying it by twelve (12) and dividing it by twenty-six (26) and this will constitute a bi-weekly pay. Wages shall be paid every two (2) weeks on Friday.

#### **ARTICLE 20 HOURS OF WORK**

**20.01** The hours of work shall be as scheduled by the Hospital but the Hospital does not guarantee to provide employment or work for normal hours or any other hours.

Employees who report for work on any regularly scheduled shift ~~or~~ authorized call-in will be guaranteed at least four (4) hours of work, or if no work is available, will be paid for at least four (4) hours, unless specifically scheduled for less than four (4) hours as a normal shift.

The Employer will endeavour to give as much advance notice as possible to any changes in the work schedule; however, the reporting allowance outlined above shall not apply whenever an employee has received not less than one hour prior notice not to report for work.

Regular Hours: The regular hours of work for all employees excluding meal period, shall be thirty-seven and one-half (37½) hours per week and shall not exceed seventy-five (75) hours in a bi-weekly period.

No employee will be required to work more than six (6) consecutive days without two (2) days off. The daily working hours shall be seven and one-half (7½) hours per day, the said hours to be completed in an eight (8) hour period after commencing work. This means the employee must report to the respective supervisor in uniform and remain in uniform for the full working shift.

In case of departments where employees are required to rotate on the day, evening, and/or night shifts, the Employer will endeavour to arrange shifts such that there will be a minimum of twenty-four (24) hours between the beginning of shifts and changeover of shifts and of thirty-nine (39) hours if there is one day off, and of sixty-three (63) hours if there are two (2) days off between the changeover of shifts.

**20.02** Rest Periods: The Hospital will allow two (2) fifteen (15) minute rest periods during each full eight (8) hour shift provided the second rest period shall commence at least one (1) hour prior to the termination of the shift at the discretion of the Department Head.

**20.03** Lunch or Meal Period Each employee shall be allowed a thirty (30) minute period for meals.

**20.04** When rotating eight (8) hours shifts, employees shall be granted eight (8) hours of rest between the termination of one shift and the commencing of the other; where the sixteen (16) hours is not granted, the employee shall be paid at a rate of one and one-half (1½), unless sixteen (16) hours have expired.

**20.05** The Employer 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 costs to the Employer result from such exchange of shifts.

**20.06** Employees affected for work in the department shall be notified in the department affected not later than two (2) weeks in advance. Errors, if any, will be corrected as soon as possible by the supervisor who made the schedule.

## ARTICLE 21 OVERTIME FORMULA

**21.01** Authorized overtime worked in excess of seven and one-half (7½) hours per day or seventy-five (75) hours in a two (2) week period will be counted as overtime work and will be paid

for at the rate of time and one-half (1½) of the employee's regular rate of pay.

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

21.03 The Employer agrees that the employees shall not be required to take time off to avoid payment of overtime. By mutual agreement between the Department Head and the employee, over time worked, can be taken as paid time off at the applicable overtime rate and must be taken within the succeeding two pay periods following the overtime worked unless extended by mutual agreement.

21.04 Employees who are absent on approved time off during their scheduled work week because of paid sickness, accident, bereavement leave, worker's compensation, paid holidays, or vacation, shall for the purpose of computing overtime pay, be considered as if they had worked their regular hours during such paid absence.

21.05 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.

21.06 Meal Allowance: When an employee is required to and does work for three (3) or more hours of overtime after his normal shift he shall be provided with a hot meal or four (4) 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 hot **meal**, if available, and may claim the four **(\$4.00)** payment,

#### 21.07 Call-Back

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 regularly hourly earnings. Where call-back is immediately prior to the commencement **of** their regular shift the call-back **pay** will only apply to the point of commencement **of** a regular shift at the rate of time and one-half (1 1/2) after which they shall revert back **to** the regular shift.

b) Call-back pay shall cover all calls within the minimum **three** (3) hour period **provided for under** (a). If a second call takes place after three (3) hours have elapsed from the time: **from** the first call, it shall subject to a second call-back premium, but in no **case** shall an employee collect **two** (2) 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, **(a)** shall apply.

c) Notwithstanding the foregoing **an** employee who has worked his full shift **on a** holiday and is called back shall receive the greater of **two** and one-half **(2 1/2)** times his regular **straight** time hourly rate for all hours actually worked on such **call-back** or three (3) hours pay at time and one-half (1 1/2) his straight time hourly rate, subject to the other provisions **set out above**.

**21.08**            Responsibility Outside the Bargaining Unit:  
When an employer temporarily assigns an employee to ~~carry~~ out the assigned responsibilities of a higher paying classification outside of the bargaining unit for a period in excess of one-half of one (1) shift, the employees shall receive an allowance of three dollars (\$3.00) for each shift from the time of the assignment.

## **ARTICLE 22    SHIFT PREMIUM**

**22.01**            Employees ~~so~~ affected shall receive a shift premium in the amount of forty-five Cents (45¢) per hour.

**22.02**            Employees who refuse to ~~work~~ rotating shifts shall not be entitled to receive a shift premium.

**22.03**            Shift premium is ~~to~~ be paid for all hours worked between 6 p.m. and 7 a.m. and for scheduled shifts that start at 3 p.m. or later.

Shift premium ~~is~~ not to be used in the calculation of any premium pay.

## **ARTICLE 23    LATE REPORTING AND BOOKING OFF SHIFT**

**23.01**            Employees must give the Corporation at least twenty-four (24) hours notice of their intention to ~~book off~~ a shift unless the absence is ~~due~~ to an emergency or illness, otherwise an employee shall be liable for a deduction from his pay.

**23.02** Employees who report for work late will be penalized in accordance with the following schedule:

- 5 - 15 minutes Fifteen minutes penalty
- 16 - 30 minutes Thirty minutes penalty
- 31 - 60 minutes ~~Sixty~~ minutes penalty

**ARTICLE 24 PAID HOLIDAYS**

**24.01** The following holidays shall be recognized by the Corporation as paid holidays:

- |                        |                       |
|------------------------|-----------------------|
| New Year's Day         | Labour Day            |
| <del>Good</del> Friday | Thanksgiving Day      |
| Victoria Day           | Armistice Day         |
| Dominion Day           | Christmas Day         |
| August Civic Holiday   | <del>Boxing</del> Day |
| 2nd Monday in June     |                       |

**24.02** In addition to the above ~~named~~ designated holidays there shall be an additional holiday in the form of a non-premium floating day, without loss of ~~or~~ deduction from regular earnings. In selecting such floating holiday, consideration will be given to the wishes of the employee but the Hospital's decision will govern. In the event Heritage Day or some other day is proclaimed as a statutory holiday by the Government of the Province of Ontario, such ~~day~~ shall be substituted for the eleventh holiday.

**24.03** Any employee required to work on any of the designated holidays in Article 23.01 shall be paid on the basis of the fixed day's pay plus time one one-half (1½) for work performed on such day or given equivalent time ~~off~~ on some other day or days within thirty (30) days of the holiday by mutual agreement.

**24.04** If one of the above mentioned paid holidays occurs during an employee's vacation period, the employee will receive an additional day off in lieu thereof. The additional day off is not necessarily consecutive with the vacation period. Decision as to the choice of day taken in lieu of the holiday to be by mutual agreement but must be taken within ten (10) working days prior to or after the scheduled vacation period.

**24.05** In order to qualify for payment for any of the above paid holidays, an employee is required to work the last regular shift preceding and following the paid holiday, or the day granted in lieu of the paid holiday.

**24.06** Where an employee is absent because of sickness, accident or on paid compensation, such employee shall be paid the first holiday but no other during such period of absence.

**24.07** Holiday Overtime: Where an employee is required to work authorized overtime in excess of his regularly scheduled hours on a paid holiday (but not including hours on a subsequent regularly scheduled shift) such employee shall receive two and one-half (2 1/2) times his regular straight time hourly rate for such additional authorized overtime.

## **ARTICLE 25 ANNUAL VACATIONS**

**25.01** Employees who have completed one (1) or more years of continuous service as of March 31st in any year shall be entitled to an annual vacation of two (2) weeks at their rate of pay.

**25.02** Employees who have completed two (2) or more years of continuous service as of March 31 in any year shall be

entitled to an annual vacation of three (3) weeks at their regular rate of pay.

**25.03** Employees who have completed eight (8) or more years of continuous service as of March 31st in any year, shall be entitled to an annual vacation of four (4) weeks at their regular rate of pay. Employees who have completed five (5) or more years of continuous service as of March 31, 1990 or in any year thereafter, shall be entitled to an annual vacation of four (4) weeks at their regular rate of pay.

**25.04** Employees who have completed fifteen (15) or more years of continuous service as of March 31st of any year shall be entitled to an annual vacation of five (5) weeks at their regular rate of pay.

**25.05** Employees who have completed twenty-five (25) years of continuous service as of March 31st of any year shall be entitled to an annual vacation of six (6) weeks at their regular rate of pay.

**25.06** Vacation time will be allotted between the months of January 15th and December 15th inclusive, and in order of employee's seniority, unless other arrangements are made between the individual employee and his Department Head.

**25.07** Where an employee's vacation has been scheduled and prior to the commencement of such vacation, becomes ill or injured, and such injury or illness is sufficiently serious as to prevent him from taking all or part of such vacation, the Hospital shall re-schedule such vacation at a time satisfactory to the Hospital and the employee. Any illness or injury referred to herein, shall be substantiated by a medical certificate satisfactory to the Hospital.

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

In any event, vacation allowance will not be carried over and accumulated from one year to the next and vacation pay and sick leave pay is not to be duplicated.

When calculating total earnings for vacation pay, the percentage paid to the employee in lieu of benefits will be included in these calculations.

## **ARTICLE 26 HOSPITALS OF ONTARIO DISABILITY INSURANCE PLAN**

**26.01** Sick Leave: All eligible employees shall be enrolled in the new program. The Hospital will assume total responsibility for providing and funding a short-term sick leave plan at least equivalent to that described in the 1987 Hospitals of Ontario Disability Plan (HOODIP) brochure.

Effective commencement of the first pay period after April 1, 1985, the Hospital will pay 75% of the billed premiums towards coverage of eligible employees under the long term disability portion of the Plan, the employee paying the balance of the billed premium through payroll deduction.

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 months or more of service shall be deemed to have three months of service. For the

purpose of transfer to the long term portion of the disability program employees on the active payrolls as of the effective date of the transfer with one year or more of ~~service~~ shall be deemed to have one year of ~~service~~.

Effective the first of the month following the transfer the current sick leave plan shall be terminated and any provisions relating to such plan shall be null and void under the respective Collective Agreement 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. The "sick leave bank" shall be utilized to:

(1) supplement payment for sick leave days under the new program which would otherwise be at less than full wages and,

(2) where a pay-out provision existed under the former sick leave plan in the Collective Agreement, pay-out on termination of employment shall be that portion of any unused sick leave dollars under the former conditions relating to pay-out.

(3) where, as of the effective date of transfer, an employee does not have the required service to qualify for pay-out 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 pay-out under the conditions relating to such pay-out.

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 illness and subsequent period of absences during any calendar year.

**26.02** Unemployment Insurance Rebate: The short-term sick leave plan shall be registered with the Unemployment Insurance Commission (UIC). The employee's 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.

Persons being off work on sick leave for more than three (3) days will ~~report to~~ their Department Head on the day previous to their intentions to report back to work; otherwise they will not be guaranteed work for 24 hours.

**26.03** 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 Worker's Compensation Benefits.

## **ARTICLE 27 WORKER'S COMPENSATION BENEFITS**

**27.01** In the ~~case~~ of an accident which will be compensated by the Workmen's Compensation Board, the employer will pay the employee's wages for the day of the accident.

**27.02** A worker who is absent ~~from~~ work as result of an illness or injury sustained at work and who has been awaiting approval of a claim ~~for~~ Worker's Compensation ~~for a~~ period longer than one complete pay period may apply to the Hospital for payment equivalent to the lesser ~~of~~ the benefit he/she would



receive from Worker's Compensation if her claim was approved, or the benefit to which she would be entitled under the short term sick portion of the disability income plan (HOODIP or equivalent plan). Payment will be provided only if the employee provides evidence of disability satisfactory to the Hospital and a written undertaking satisfactory to the Hospital that any payments will be refunded to the Hospital following final determination of the claim by the Worker's Compensation Board. If the claim for Worker's Compensation is not approved, the monies paid as advance will be applied towards the benefits to which the employee would be entitled under the short term portion of the disability income plan. Any payment under this provision will continue for a maximum of fifteen (15) weeks.

## **ARTICLE 28 HEALTH AND WELFARE**

**28.01** The Hospital agrees, during the term of the Collective Agreement, to contribute towards the premium coverage of participating eligible employees in the active employ of the Hospital under the insurance plans set out below subject to their respective terms and conditions including any enrolment requirements.

a) The Hospital agrees to pay one hundred (100%) percent of the billed premium toward coverage of eligible employees in the active employ of the Hospital under the Blue Cross Semi-Private Plan or comparable coverage with another carrier. Effective the first of the month after ratification.

b) The Hospital agrees to contribute seventy-five percent (75%) of the billed premium towards coverage of eligible employees in the active employ of the Hospital under the amended

Blue Cross Extended Health Care benefits or comparable coverage with another carrier providing for \$10.00 (single) and \$20.00 (family) deductible, providing the balance of monthly premiums are paid by the employee through payroll deductions. In addition to the standard benefits, coverage will include vision care (maximum \$60.00 every 24 months) as well as a hearing aid allowance (lifetime maximum \$300.00 per individual). Effective the first of the month after ratification of the Memorandum of Settlement by both parties coverage will include vision care (maximum \$90.00 every 24 months) as well as hearing allowance (lifetime maximum \$500.00 per individual) and deductible will be \$15.00 (single) and \$25.00 (family).

c) The Hospital agrees to pay one hundred percent (100%) of the billed premium towards coverage of eligible employees in the active employ of the Hospital under HOOGLIP or such other group life insurance plan currently in effect providing the balance of the monthly premium is paid by the employee through payroll deduction.

d) The Hospital agrees to contribute fifty percent (50%) of the billed premiums towards coverage of eligible employees in the active employ of the Hospital under the Blue Cross #9 Dental Plan or comparable coverage with another carrier (based on the current ODA fee schedule as it may be updated from time to time) providing the balance of the monthly premium is paid by the employee through payroll deduction. Effective the first of the month following the date of ratification of the Memorandum of Settlement by both parties, the Hospital's contribution to the Dental Plan will be 75%.

**28.02** The Hospital may at any time substitute another carrier from any plan provided that the benefits provided are the same or better. Information relating to the change will be given to

the Union as soon as reasonably possible but before implementation.

#### **ARTICLE 29 LEAVE OF ABSENCE**

**29.01** Leave of absence without pay up to three (3) months may be granted to an employee for personal reasons at the discretion of the Hospital President.

**29.02** Employees who are on leave of absence for any reason will not engage in gainful employment while on such leave and if an employee does engage in gainful employment while on such leave, he may forfeit all seniority rights and privileges contained in this agreement.

**29.03** All leaves of absence should be applied for in writing to the Hospital President.

#### **ARTICLE 30 BEREAVEMENT LEAVE**

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

b) Pay for such leaves shall be limited to 8 hours in each calendar day of the employee's straight time job rate, calculated from the basic monthly salary on a daily basis.

c) The **days** of the leave of absence for which the employee shall receive pay shall be limited **to** those days on which the employee was scheduled to work and does not work. This leave of absence shall begin no later than **24** hours from time of death.

### **ARTICLE 31 UNION LEAVE**

**31.01** The Corporation may grant leave of absence to employees to attend Union conventions, seminars, educational classes or other union business. In making application for leave of absence for union business, it is understood that the leave of absence shall be for no longer than a **two (2)** week period and will not be requested on more than **two (2)** occasions in one (1) calendar year. When leave of absence for union business is requested, it is understood that the Union will not request leave of absence for more than **one (1)** employee at one time, and that the Union shall be responsible for the payment of wages during the time of absence.

**31.02** When **employees** are on leave of absence requested **by** the Union, the Corporation will pay the regular salary to the employee and invoice the Union for the employee's lost time. If the Corporation ~~so~~ wishes, it may invoice the Union in advance of the leave of absence **by** invoicing the Union at the time the leave of absence is granted in writing, and the Union will pay said invoice within seven (7) days of receipt of same.

**31.03** In addition to the leave of absence set out above, members of the Union Executive Board and/or Council employed by the Hospital will be entitled to an additional cumulative leave of absence, without pay, not to exceed ten (10) days per contract year, subject to the conditions set out above, for the purpose of attending Executive and/or Council meetings. Such leave may be approved if it does not interfere with the function of the department concerned.

**31** Full Time Union I. 2 Upon application by the Union in writing, the Hospital will give leave to an employee elected or appointed to full-time Union duty. It is understood that not more than one such leave in the unit may be on such leave at a time. Such leave, if granted, shall be for a period of up to 10 days unless extended for a further specific period by agreement of the parties. Seniority and service shall accumulate during such leave to the maximum permitted by the terms of the Collective Agreement. It will become the responsibility of the employee for full payment of any dues or contributions in which the employee is participating during such leave of absence. Accumulation of seniority and service will be subject to language contained in the applicable agreement regarding leaves of absence.

## **ARTICLE 32 MATERNITY LEAVE**

**32.01** An employee who is pregnant and who has been employed for at least ten (10) months immediately preceding the expected date of birth shall be entitled, upon her written application therefore, to a leave of 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.

**An** employee on leave as set out above who is in receipt of Unemployment Insurance maternity benefits pursuant to Section 18 of the Unemployment Insurance Act, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between seventy-five percent (75%) of her regular weekly earnings and the sum of her weekly Unemployment Insurance benefits and any other earnings. Such payment shall 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.

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.

**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.

**An** employeemay, if she desiresto return to work, shorten theduration of the leave of absencerequested upon giving her Employerthree (3) weeks notice of her intention to do **so** and furnishingher Employerwith the certificate of a legally qualified medical practitioner stating that she is able to resume her **work**.

The Employer**may** require the employeeto 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.

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

Credits for **service** shall accumulate for the initial seventeen **(17) weeks** from the commencement of the leave while an employee is on maternity leave.

Credits for seniority shall accumulate during the **period** of the leave.

The Hospital will continue to pay its share of the premiums of the subsidized employee benefits in which the **employee** is participating for the initial seventeen **(17) weeks** from **the** commencement **of** the **leave** while the employee is on maternity leave. After **seventeen (17) weeks** and 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.

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

**An** employee intending to resume employment with the Employer is required to advise the Employer in writing **two** (2) weeks prior to the expiry of the leave of absence ~~for~~ pregnancy. Subject to any changes to the employee's status which would have occurred had she not been on maternity leave, the employee shall be reinstated to her former duties, on the same shift, in the same department, and at the same rate of pay.

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

### **ARTICLE 33 ADOPTION LEAVE**

**33.01** Where an employee with at least ten (10) months of continuous service qualifies to adopt a child, such employee will be entitled to a leave of absence without pay for a period of up to seventeen (17) weeks duration or such greater time **as** may be required by the adoption agency concerned up to a maximum aggregate of six (6) months. Such employee shall advise the Hospital as far in advance **as** possible of having qualified to adopt a child, and shall request the leave of absence in writing upon receipt of confirmation of the pending adoption. Effective on confirmation by the Unemployment Insurance Commission of the appropriateness ~~of~~ the Hospital's Supplemental Unemployment Benefit (SUB) plan, an employee on leave as set out above who is in receipt of Unemployment Insurance adoption benefits pursu-



ant to Section 20 of the Unemployment Insurance Act, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference ~~between~~ seventy-five percent (75%) of her regular weekly earnings and the ~~sum~~ of her weekly Unemployment Insurance benefits and any other earnings. Such payment shall commence following completion of the two (2) weeks Unemployment Insurance waiting period, and receipt by the Hospital of the employee's Unemployment Insurance check stub as proof that she is in receipt of Unemployment Insurance adoption benefits, and shall continue while the employee is in receipt of such benefits for a 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.

Credits for service shall accumulate for the initial seventeen (17) weeks from the commencement of the leave while an employee is on adoption leave.

Credits for seniority shall accumulate during the period of the leave.

The Hospital will continue to pay its share of the premiums of the subsidized employee benefits in which the employee is participating for the initial seventeen (17) weeks from the commencement of the leave while the employee is on adoption leave. After seventeen (17) weeks and subject to the provision 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.

An employee intending to resume employment with the Employer is required to advise the Employer in writing;

~~two~~ (2) weeks prior to the expiry of the leave of absence for adoption. Subject to any changes to the employee's status which would have occurred had the employee not been on adoption leave the employees shall be reinstated to her former duties, on the same shift, in the same department and at the same rate of pay.

#### **ARTICLE 34 EDUCATION LEAVE**

**34.01** a) If required by the employer, 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.

b) 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, whenever its operational requirements permit, endeavour to arrange the shifts of employees attending courses or seminars to permit such attendance.

c) Where employees are required by the Hospital to take courses to upgrade or acquire new employment qualifications, the Employer shall pay the full costs associated with the courses. Such time spent by employees shall be deemed to be work hours as set out in Article 20 and remunerated accordingly.

#### **ARTICLE 35 LAYOFF & RECALL**

**35.01** 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 1 year's <b>service</b>	1 week's notice
1 year but less than 3 years' service	2 weeks' notice
3 years but less than 4 years' <b>service</b>	3 weeks' notice
4 years but less than 5 years' <b>service</b>	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
<b>8 years service</b> 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. **An** employee on layoff and recalled to a temporary position shall not be entitled to further notice of **lay off**.

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 thirty (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 the cut back and employees to be laid off.

In the event of a substantial bed cut back or cut back in service, the Hospital will provide the Union with reasonable notice. If requested, the Hospital will meet with Union through the Labour Management Committee to review the reasons and expected duration of the cut-back or cut-back in service, any realignment of service or staff and its effect of employees in the bargaining Unit.

**35.02** In all other cases of lay-off, the Employer shall give each employee in the bargaining unit who has acquired seniority one 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.)

**35.03** In the event of lay-off, the Employer 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.

**35.04** 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 and 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 employees so displaced shall be laid off subject to his or her rights under this section.

The decision of the employee to choose (a) or (b) above given in writing to the designated Hospital representative within five (5) working days (excluding Saturday, Sunday and Holidays) following the notification of lay off. Employees failing to do so will be deemed to have accepted the lay off.

**35.05** *An* employees shall have the opportunity to 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.

Employees on lay off shall be given preference for temporary vacancies which are expected to ~~exceed~~ ten (10) working days. *An* employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on lay off.

**35.06** In determining the ability of an employee to perform the work for the purpose of Paragraphs .03, .04., and .05 above, the Employer shall not act in an arbitrary or unfair manner

**35.07** *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.

**35.08** 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 Employer of their intention to do so. in accordance with .09 below, or have been found unable to perform the work available.

35.09 It is the sole responsibility of the employer who has been laid off to notify the Employer of his intention to return to work within three (3) working days (exclusive of Saturdays, Sundays and paid holidays) after being notified to do so by registered mail, addressed to the last address on record with the Employer (which notification shall be deemed to have been received on the second day following the date of mailing) and to return to work within ten (10) working days after being notified, ~~the notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work.~~ The employee is solely responsible for his proper address being on record with the Employer.

35.10 Where the employee fails to notify the Employer of 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.

35.11 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 hereto solely because of the day on which the lay-off commenced.

35.12 **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.

35.13 Contracting Out: The Employer shall not contract out work usually performed by members of the 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 36 OLDER EMPLOYEES**

**36.01** Employees who, through age or physical disability are, or become no longer capable of performing all of the normal functions of their work may, at the discretion of the Hospital, be retained in the employment of the Corporation, provided suitable work is available. In such cases, the wage provisions of this agreement may not apply for such cases, the wage provisions of this agreement may not apply for such employees, and the Corporation shall have the right to establish what it considers an equitable rate of pay. An employee who believes he has not been dealt with in a fair manner under this provision, shall have the right to lodge a complaint in accordance with Article 9 of this agreement.

#### **ARTICLE 37 TERMINATION OF EMPLOYMENT**

**37.01** Any employee may resign on giving the Corporation two (2) weeks previous notice in writing. Where an employee is dismissed for cause or fails to comply with this Article, such employee shall not be entitled to vacation with pay credits other than subject to the provisions of the Employment Standards Act, nor shall they be entitled to the sick leave credits as set out herein

### **ARTICLE 38 RETIREMENT AGE**

**38.01** The normal retirement age shall be sixty-five (65) years of age.

**38.02** “Pension Plan” All present employees enrolled in the Hospitals of Ontario Pension Plan shall maintain their enrolment in the Plan subject to its terms and conditions. New employees and employees not yet eligible for membership in the Plan shall, as a condition of employment, enrol in the Plan when eligible in accordance with its terms and conditions.

**38.03** Upon notifying the Union, the Corporation may however, at its sole discretion, continue to employ on a monthly basis any person after he or she has attained retirement age, at an occupation and at a rate of pay which takes into consideration the ability and physical and mental condition of such employee. An employee who becomes physically and/or mentally handicapped prior to reaching retirement age may be continued to be employed by the Corporation at an occupation and a rate of pay which takes into consideration the ability and physical and mental condition of such employees.

**38.04** The Articles referring to Hours of Work, Overtime, Seniority and Welfare and Schedule “A” shall not apply to either the employees retained after retirement age is reached or employees who become physically and/or mentally handicapped prior to reaching retirement age.

### **ARTICLE 39 HEALTH EXAMINATION**

**39.01** When required by the Administration, the employees will submit to a physical examination, stool examination



and/or culture including laboratory test, x-ray, inoculations and vaccination, it being understood that the expense of such shall be borne by the Hospital and without limiting the generality of the foregoing, the employees agree to submit to any examination required from time to time **by** the Public Hospitals Act, R.S.O. 1970, Ch. 378 and amendments thereto and/or regulations passed thereunder.

#### **ARTICLE 40 JOB POSTING**

40.01 Where a permanent vacancy occurs in a classification within the bargaining unit or a new position within the bargaining unit is established such vacancy shall be posted **by** the Hospital for a **period** of five (5) days excluding Saturday, Sunday and holidays. Vacancies created by the filling of an initial permanent vacancy within the bargaining unit shall be posted for a **period** of three (3) consecutive days excluding Saturday, Sunday and holidays. All applications are to be made in writing within the posting period.

40.02 The postings referred to in Article.01 shall stipulate the qualifications, classification, rate of pay, department and shift and a copy shall be provided to the Chief Steward.

40.03 Employees shall be selected for positions under either Article.01 or .02 on the basis of their ability, experience and qualifications. Where these factors are relatively **equal** amongst the employees considered, seniority shall govern providing the successful applicant, if any, is qualified to perform the available **work**. The name of the successful applicant will be posted on the bulletin board and unsuccessful applicants will be notified.

40.04 Where there are no successful applicants from within this bargaining unit for positions referred to in Article .01, employees in other S.E.U. bargaining units at the Hospital will be considered for such positions prior to considering persons not employed by the Hospital. The employees eligible for consideration shall be limited to those employees who have applied for the position in accordance with Article .01 and selection shall be made in accordance with Article .03 above.

40.05 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 bargaining unit who have recorded their interest in writing prior to considering persons not employed by the Hospital. In considering such part-time employees the criteria for selection in .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.

40.06 The Hospital shall have the right to fill any vacancy on an interim basis until the posting 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.

40.07 The successful applicant will be placed in the vacancy for a trial period not exceeding forty-five (45) working 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.

**40.08** 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.

#### **ARTICLE 41 RELIEVING IN A HIGHER GRADE**

**41.01** When an employee is assigned temporarily to ~~perform~~ the duties and assume the responsibilities of a higher paying position in the bargaining unit for a period in **excess** of one-half of a shift, he shall **be** paid the rate immediately above his current rate in the higher classification to which he was assigned from the commencement of the shift on which he was assigned the job.

When relieving in a higher grade, the employee will receive no less an increase than the equivalent of one step of the wage grid, provided that the increase does not **exceed** the maximum of the wage grid in which the employee is relieving.

#### **ARTICLE 42 COURT APPEARANCE/JURY WITNESS DUTY**

**42.01** 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 on the employee's notification that he will be required to attend 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.

In addition to the foregoing, where an employee is required by Subpoena to attend a Court of Law or Coroner's inquest in connection with a case arising from the employee's duties at the hospital on his regularly scheduled day off, the Hospital will attempt to re-schedule the employee's regular day off, it being understood that any re-scheduling shall not result in the payment of any premium pay. Where the Hospital is unable to re-schedule the employee and as a result he is required to attend on a regular day off, he shall be paid for all hours actually spent at such hearing at the rate of time and one half his regular straight time hourly rate subject to (a), (b) and (c) above.

Where the employee's attendance is required during a different shift than he is scheduled to work that day, the Hospital will attempt to re-schedule his shift that day, the Hospital will attempt to re-schedule the shift to include the time spent at such hearing. It is understood that any re-scheduling shall not result in the payment of any premiums.

Where the Hospital is unable to re-schedule the employee and, as a result, he is required to attend during other

than his regularly scheduled paid hours, he shall be paid for all ~~hours~~ actually spent at such hearing at his straight time hourly rate subject to (a), (b), and (c) above.

#### **ARTICLE 43 RETROACTIVITY and WAGES**

43.01 All employees on the payroll record as of January 1, 1990, shall be entitled to a retroactive adjustment in wage rates based on hours paid since January 1, 1990.

Employees hired since that date will receive the retroactive adjustment on a pro-rate basis on hours paid.

The Hospital will send a registered letter to all employees who have terminated since January 1, 1990, advising them of their retroactive entitlement. Former Employees will have ~~sixty~~ (60) days from the mailing to claim such payments, otherwise their claim will be deemed to be abandoned.

#### **ARTICLE 44 GENDER CLAUSE**

44.01 Whenever in this agreement the singular and masculine gender is used, it shall include the plural and feminine gender.

#### **ARTICLE 45 VOLUNTEERS**

45.01 The use of volunteers to perform bargaining unit ~~work~~ shall not be expanded beyond the extent of existing practice: as of January 31, 1991.



**ARTICLE 46 TERMINATION AND RENEWAL**

46.01 This agreement shall become effective ~~on the 1st day of January, 1990, and shall continue in effect until the 31st day of December, 1991.~~ It shall within the ninety (90) days next preceding the expiry date give written notice to the other of such notice of termination or amendment.

IN WITNESS THEREOF the parties have hereto executed this agreement this 20th day of August, 1991.

FOR THE HOSPITAL

T. Yukich

FOR THE UNION

Vincent Pistor  
Linda J. Lauzon  
Gerlinda Haeefe  
Marisa Beltrano  
Suzanne Kucher

**PLUMMER MEMORIAL HOSPITAL**  
**WAGE RATES**  
**FULL-TIME OFFICE AND CLERICAL UNIT**

For the term **January 1, 1989** to December 1, 1991

<u>CLASSIFICATION</u>	<u>DATE</u>	<u>BASIC</u>	<u>1 YEAR</u>	<u>2 YEAR</u>	<u>3 YEAR</u>
<b><u>Group 1</u></b>					
Microfilming Clerk	Jan. 1/89	10.482	10.598	10.715	10.831
	Jan. 1/90	11.321	11.446	11.572	11.698
Pay Equity Adj..22	Jan. 1/90	11.541	11.666	11.792	11.918
	Jan. 1/91	12.348	12.482	12.617	12.752
Pay Equity Adj..22	Jan. 1/91	12.569	12.703	12.837	12.972
<b><u>Group 2</u></b>					
Ward Clerk	Jan. 1/89	10.715	10.831	10.948	11.064
	Jan. 1/90	11.572	11.698	11.823	11.949
Pay Equity Adj..34	Jan. 1/90	11.912	12.038	12.163	12.289
	Jan. 1/91	12.745	12.880	13.014	13.149
Pay Equity Adj..35	Jan. 1/91	13.096	13.231	13.364	13.499
Switchboard	Jan. 1/89	10.715	10.831	10.948	11.064
	Jan. 1/90	11.572	11.698	11.823	11.949
Pay Equity Adj..23	Jan. 1/90	11.802	11.928	12.053	12.179
	Jan. 1/91	12.628	12.762	12.896	13.031
Pay Equity Adj..24	Jan. 1/91	12.868	13.003	13.137	13.272

**CLASSIFICATION DATE    BASIC   1 YEAR   2 YEAR   3 YEAR**

**Group 3**

Front Desk Clerk, Medical Records Clerk  
 Typists, Purchasing Clerk Typ., Nuclear Meds  
 Cl. Typist, Admittting Cl. Typ., Outpatient  
 Cl. Typist, Staffing Clerk, Laboratory Clerk  
 Typist, Accounts Rec. Clerk, Physio Clerk  
 Typist, Psych Clerk Typ., Radiology Clerk  
 Typist, Payroll Clerk, Division II Cl. Typist,  
 Dev Officer Cl. Typist Comm. Relations

Clerk Typist	Jan. 1/89	10,831	10,948	11,064	11,180
	Jan. 1/90	11,698	11,823	11,949	12,075
Pay Equity Adj..32	Jan. 1/90	12,018	12,143	12,269	12,395
	Jan. 1/91	12,859	12,993	13,127	13,262
Pay Equity Adj..31	Jan. 1/91	13,179	13,313	13,448	13,583

**Group 4**

Medical Records Dictatypist,  
 Clerk Cashier,  
 Senior Radiology  
 Clerk

	Jan. 1/89	11,149	11,266	11,382	11,498
	Jan. 1/90	12,041	12,167	12,293	12,418
Pay Equity Adj..27	Jan. 1/90	12,311	12,437	12,563	12,688
	Jan. 1/91	13,172	13,307	13,442	13,576
Pay Equity Adj..28	Jan. 1/91	13,453	13,588	13,722	13,856

**Group 5**

Machine Operator,  
 Accounts Receivable,  
 Printer, Nursing Serv.  
 Clerk Typist, Accounts  
 Payable Clerk

	Jan. 1/89	11,374	11,491	11,607	11,723
	Jan. 1/90	12,284	12,410	12,536	12,661
Pay Equity Adj..25	Jan. 1/90	12,534	12,660	12,786	12,911
	Jan. 1/91	13,411	13,546	13,681	13,814
Pay Equity Adj..26	Jan. 1/91	13,671	13,806	13,941	14,075



CLASSIFICATION DATE      BASIC   1 YEAR   2 YEAR   3 YEAR

**Group 6**

<del>Laboratory</del> Medical Secretary, Clinical Psychiatry	Jan. 1/89	11.529	11.646	11.762	11.879
	<b>Jan. 1/90</b>	12.452	12.578	12.703	12.829
Pay Equity Adj..29	Jan. 1/90	12.742	12.868	12.993	13.119
	Jan. 1/91	13.633	13.768	13.902	14.037
Pay Equity Adj..30	Jan. 1/91	13.934	14.069	14.203	14.337

**Group 7**

Accounting Clerk Payable, Accredited <del>Record</del> Technician, Special Assignment Secretary, secretary Community Psychiatry, Computer Operator	Jan. 1/89	11.685	11.801	11.917	12.034
	Jan. 1/90	12.619	12.745	12.871	12.996
Pay Equity Adj..31	Jan. 1/90	12.929	13.055	13.181	13.306
	Jan. 1/91	13.834	<b>13.968</b>	14.100	14.237
Pay Equity Adj..32	Jan 1/91	14.154	14.289	14.424	14.557

**LETTER OF UNDERSTANDING**

**between**

**PLUMMER MEMORIAL PUBLIC HOSPITAL**

**and**

**SERVICE EMPLOYEES UNION LOCAL 268**

**(Office and Clerical)**

**In the absence for vacation or sick time of the Department Head in Medical Records for more than one (1) day, an employee will be appointed to perform the duties of the Department Head at a rate increase of seventy-five (\$75.00) per month.**

**Dated at SAULT STE. MARIE, Ontario this 30th day of August, 1989.**

**FOR THE HOSPITAL**

**FOR THE UNION**

**Paul Chapin  
Tom Yukich**

**Vincent Pistor  
Suzanne Kucher  
Gerlinda Haefele  
Marisa Beltrano**

**LETTER OF UNDERSTANDING**  
**BETWEEN**  
**PLUMMER MEMORIAL HOSPITAL**  
**AND**

**S.E.I.U. LOCAL 268 (Service - Clerical - Technical)**

It is **agreed** that all employees in the employ of the Plummer Memorial Public Hospital who transfer **from** one bargaining unit to another or one interest group to another (eg. union to no-union or **vice-versa**) will **be** allowed to transfer accrued service as it applies only to benefit entitlement and vacation entitlement to the new interest group or bargaining unit.

**This** letter will not only apply to other unionized employees not represented **by** S.E.I.U. without the consent of **the other** union.

This letter will not apply to competitive seniority within the bargaining unit.

Dated at Sault Ste. Marie, this 25th day of January, 1991.

**For the Hospital**

**Tom Yukich**

**For the Union**

**Vincent Pistor**  
**Gerlinda Haefele**  
**Linda J. Lauzon**  
**Marisa Beltrano**  
**Suzanne Kucher**

**LETTER OF UNDERSTANDING**  
**BETWEEN**  
**PLUMMER MEMORIAL PUBLIC HOSPITAL**  
**AND**  
**SERVICE EMPLOYEES UNION, LOCAL 268**

**RE: CALL- IN PROCEDURE**

The parties agree that it may be in the best interest of all concerned to establish a call-in procedure in writing. With this goal in mind the parties agree to discuss the matter at Labour/Management Committee meetings as necessary. Such procedure will consider seniority and ability to ~~perform~~ the ~~work~~ and any other variable deemed important by the parties.

Dated on this 20th day of August, 1991.

**UNION**

Vincent Pistor  
Linda J. Lauzon  
Gerlinda Haefele  
Marisa Beltrano  
Suzanne Kucher

**EMPLOYER**

T. Yukich

**LETTER OF UNDERSTANDING  
BETWEEN  
PLUMMER MEMORIAL PUBLIC HOSPITAL  
AND  
SERVICE EMPLOYEES UNION, LOCAL 268**

In respect to long term injuries and illnesses, the Hospital and the Union agree that, in most instances, it is in the best interest of both the Hospital and the Employee that the Employee be returned to gainful employment at the earliest time.

In many instances, the employee's physician will recommend a return to either modified work or permanent light duty work as a condition for return to the workplace.

The parties agree, during the life of the agreement, to discuss the concept of a modified work program which will ensure that its sick or injured members are being given fair and just treatment to job opportunities within the Hospital.

If the parties cannot agree on the issue by December 31, 1991, the matter will be referred to an Arbitration Board without prejudice to any position that the parties may wish to take or may take at any time.

Dated on this 20th day of August, 1991.

**UNION**

**EMPLOYER**

Vincent Pistor  
Linda J. Lauzon  
Gerlinda Haefele  
Marisa Beltrano  
Suzanne Kucher

T. Yukich