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COLLECTIVE AGREEMENT
BETWEEN



ST. JOSEPH'S HEALTH CENTRE

and



**THE CANADIAN UNION OF PUBLIC
 EMPLOYEES, LOCAL 1144**

**FULL-TIME CLERICAL
 BARGAINING UNIT**

EXPIRES: SEPTEMBER 28, 1991

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Collective Agreement

Between:

St. Joseph's Health Centre
(hereinafter called "the Health Centre")

- and -

The Canadian Union
Of Public Employees, Local **1144**
Clerical Full Time
(hereinafter called "the Union")

WHEREAS the purpose of this Collective Agreement is to establish and maintain a harmonious bargaining relationship between the Health Centre and its employees covered by this Collective Agreement, and to provide an amicable method of settling grievances which may arise, it is hereby expressly agreed and declared by and between the parties hereto as follows:

ARTICLE 1

Recognition

1.01 The Health Centre recognizes the Union as the bargaining agent of all lay office and clerical employees of St. Joseph's Health Centre in the Municipality of Metropolitan Toronto, save and except supervisors, persons above the rank of supervisor, section head (Out Patient Accounts), buyers, librarian, secretaries to the directors of the following departments: Nursing, Public Relations, Materials Management, Health Records, Central Registration, Nursing Research and Professional Standards, Social Services, Nutrition Services, Housekeeping Service, Facilities Planning, Pharmacy, Finance, Rehabilitation Services, Laboratory Services, Maintenance and Education, Secretary to Program Director, Women's Clinic, Secretary to Program Director, Long

Term Care, Secretary to Director, Respiratory Services, Secretary to Director, Diagnostic Imaging, Secretary to persons above the rank of director, persons employed in the Human Resources Department, professional and technical employees, persons regularly employed for not more than twenty-four hours per week, students employed for the school vacation period, the persons for whom any trade union held bargaining rights as of April 2, 1986.

ARTICLE 2

Reservation of Management Rights

2.01 The Union acknowledges that, except as expressly modified by any other article of this Collective Agreement, it is the exclusive right and function of the Health Centre to manage and direct its operations and affairs in all respects and, without limiting or restricting this right and function:

- (a) to maintain order, discipline and efficiency, and to make, alter and enforce rules and regulations, to be observed by employees;
- (b) to hire, retire, classify, direct, promote, demote, transfer, discipline, suspend and discharge employees, to assign employees to shift, and to increase and decrease working forces, providing that a claim of discriminatory retirement, classification, promotion, demotion, discipline, or suspension, or a claim by an employee, who has passed her probationary period, that she has been discharged without reasonable cause, may become the subject of a grievance and be dealt with as hereinafter provided.
- (c) to generally manage the Health Centre and, without restricting the generality of the foregoing, to determine the number and location of Health Centre establishments, the services to be rendered, the methods, the work procedures, the kinds and locations of machines, tools, instruments and equipment to be used; to select, control and direct the use of all materials required in the operation of the Health Centre; to schedule the work and services to be provided and performed, and

to make, alter and enforce regulations governing the use of materials, equipment and services as may be deemed necessary in the interest of the safety, health and well-being of the Health Centre's patients and the public.

2.02 The Health Centre agrees that the rights described in this article shall be exercised in a manner consistent with all provisions of this agreement.

ARTICLE 3

Definitions

3.01 Temporary Employees

Employees may be hired for a specific term not to exceed six (6) months, to replace an employee who will be on approved leave of absence, absence due to W.C.B. disability, sick leave, long term disability or to perform a special non-recurring task. This term may be extended a further six (6) months on mutual agreement of the Union, employee and Health Centre. The period of employment of such persons will not exceed the absentee's leave. The release or discharge of such persons shall not be the subject of a grievance or arbitration.

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

The Health Centre will outline to employees selected to fill such temporary vacancies the circumstances giving rise to the vacancy, and the special conditions relating to such employment.

However, permanent full-time employees who fill temporary full-time positions within their department are returned to their former position at the end of the term.

ARTICLE 4

Relationship

4.01 No Discrimination

The Health Centre and the Union agree that there will be no

discrimination, intimidation, interference, restriction or coercion exercised or practised by the Health Centre or the Union, or by any of their representatives, with respect to an employee because of her membership or non-membership in the Union, and the Union further agrees that there will be no Union activity or meetings on the Health Centre's premises except as permitted by the Health Centre or as otherwise provided in this Collective Agreement.

4.02 There shall be no discrimination on the part of the Health Centre or the Union by reason of age, race, creed, colour, nationality, sex or marital status, ancestry or place of origin, family status, handicap, sexual orientation, political affiliation or activity, or place of residence or as otherwise provided by the Ontario Human Rights Code.

ARTICLE 5

No Strikes or Lockouts

5.01 The Health Centre agrees that it will not cause or direct any lockout of its employees during the term of this Agreement. The Union agrees that there will be no strikes for any reason by the employees during the term of this Agreement.

ARTICLE 6

Union Security

6.01 Dues Deduction

It is agreed and understood that all present and future employees, after completing one (1) month of continuous employment shall be required to permit the Health Centre to deduct once a month from the pay of each employee an amount equivalent to the regular monthly dues of the Union, and to remit such deductions to the Secretary/Treasurer of the Union, no later than the first day of the following month.

The Union shall notify the Health Centre in writing of the amount of the levy and when it changes and do so one (1) month prior to any change becoming effective.

The Union shall indemnify and save the Health Centre harmless with respect to any liability which might occur as a result of such deductions or remittances.

6.02

(a) **Changes**

Each employee shall be solely responsible to keep the Health Centre informed in writing of any change to their personal status, dependent status, name, address and telephone number.

(b) **Notification**

The Health Centre agrees that the Union will be notified bi-monthly of all employees who have acquired seniority, all employees terminating during the month and any changes of names and addresses reported to the Health Centre.

(c) **T4 Slip**

The Health Centre shall include on the Income Tax T4 slip the amount of Union Dues deducted from each Union member in the previous year.

6.03 Work of the Bargaining Unit

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

6.04 Contracting Out

The Health Centre shall not contract out any work usually performed by members of the bargaining unit if, as a result of such contracting out, a layoff of any employees other than casual part-time employees follows. Contracting out to an employer who *is* organized and who will employ the employees of the bargaining unit who would otherwise be laid off with similar terms and conditions of employment is not a breach of this agreement.

6.05 Employee Interview

A new employee will have the opportunity to meet with a representative of the Union in the employ of the Health Centre

for a period of up to fifteen **(15)** minutes during the employee's orientation period without loss of regular earnings. The purpose of the meeting will be to acquaint the employee with such representative of the Union and the Collective Agreement.

Such meetings may be arranged collectively or individually for employees by the Health Centre as part of the orientation program.

6.06 No Other Agreements

The Hospital undertakes that it will not enter into any other agreement or contract with employees represented by the Union either individually or collectively which will conflict with any of the provisions of the Agreement.

ARTICLE 7

Correspondence

7.01 All correspondence between the parties arising out of the Agreement or incidental hereto shall pass to and from the Director, Human Resources, and the Manager, Labour Relations, and the President and Secretary of the Union.

7.02 The Union will be advised in writing of any supervisory appointments directly concerned with members of the bargaining unit.

ARTICLE 8

Union Representatives

8.01

(a) Negotiating Committee

The Health Centre acknowledges the right of the Union to appoint or otherwise select a negotiating committee of not more than six (6) employees in connection with the negotiations of amendments or renewal of this Collective Agreement and such related matters which properly arise from time to time.

However, if the parties agree to one negotiating committee for full-time, part-time and clerical units, the committee may consist of not more than eight (8) employees.

(b) **Grievance Committee**

The Health Centre acknowledges the right of the Union to appoint or otherwise select a grievance committee consisting of four (4) members. It is understood that the members of the grievance committee may rotate from time to time but the employer shall not be required to recognize more than four (4) members at any grievance meeting.

8.02 **Union Stewards**

The Health Centre acknowledges the right of the Union to appoint or otherwise select six (6) stewards to assist employees in the presentation of any grievance that may arise.

- | | |
|---------------------------|---|
| (a) Patient Registration | 2 |
| (b) Patient Records | 2 |
| (c) Finance | 1 |
| (d) Remaining Departments | 1 |

The Union shall notify the Health Centre in writing of the appointment/election of all stewards, including the area or group represented. The above-named stewards represent all clerical group of Local 1144. The steward shall represent, within the rights and obligations of this contract, each member in the group of area. In the steward's absence, a designated member of the Union Executive shall act on behalf of those members in the group or area.

8.03 **Stewards' Duties**

The Union acknowledges that committeemen and stewards have regular duties which must be effectively and efficiently performed on behalf of the Health Centre and that such employees will not therefore leave their duties without first obtaining permission to do so from their immediate supervisor, it being understood that permission will not be unreasonable withheld and that when resuming their regular duties they will be required to report their return to their immediate supervisor, it

being understood that time so taken away from regular duties will be confined to an absolute minimum. If, in the performance of her duties, a Union steward is required to enter an area within the Health Centre in which she is not originally employed, she shall report her presence to the supervisor in the area immediately upon entering it. It is agreed that time away from regular duties with the permission of the Health Centre when on the premises of the Health Centre shall be without loss of pay.

8.04 Local Negotiations

In the case of contract negotiations, the Health Centre agrees to pay the Union Negotiating Committee when meeting with the Health Centre in direct negotiations for time lost from their scheduled working hours. These payments shall not exceed their normal daily wages, calculated at the regular straight time rate of pay and shall not include any other form of premium pay.

This paid time shall be calculated from the time direct local negotiations commence (excluding preparation time) but does not include time spent at arbitration. For purposes of clarity, the Health Centre agrees that time spent at the Central table for the purpose of presenting the Local's position on issues not resolved locally shall be considered pre-conciliation.

8.05 National Representative

The Union shall have the right to have the assistance of their full-time field representative when dealing with or negotiating with the Health Centre. With prior approval of the Director of Human Resources, such representative shall have access to the Health Centre premises in order to investigate or assist in the settlement of a written grievance under the contract. Such approval shall not be unreasonably denied.

ARTICLE 9

Discipline

9.01

(a) Right to Union Representation

If a Department Head or her representative feels that it

is necessary to discipline an employee, she shall normally discipline such employee in private. Such employee shall have the right to have her Union steward present, if so desired. In the steward's absence, a designated member of the Union Executive or another steward shall act on her behalf.

(b) Written Warning

When an employee is given a written warning by the Health Centre, a copy of such warning will be given to the Union at the time. An employee who believes a notation or written warning is unjust may file a grievance under the Grievance Procedure provision.

(c) Copy of Discipline

Whenever the conduct of an employee could be subject for discipline, and is therefore noted on the employee's personnel file, a copy of such notation shall be given to the employee promptly.

ARTICLE 10

Access to Files

10.01 Access to Personnel File

An employee may, upon written request to the Director of Human Resources, have an opportunity to view her Personnel file.

10.02 Clearing of Record

No written notice of censure shall be maintained in an employee's file for more than twelve (12) months of continuous service provided no similar offence is committed within this period.

ARTICLE 11

Grievance Procedure

11.01 Complaint Stage

A grievance may arise only from a dispute concerning the interpretation, application, administration, or alleged violation

of this Agreement. An earnest effort will be made by the supervisor and the employee to resolve a dispute at the initial stage.

If a satisfactory resolution of the dispute acceptable to both parties is not reached, the grievance shall be submitted in writing and signed by the employee directly involved and processed in the following manner:

Step No.1

The employee shall present her written grievance to her immediate supervisor not later than twenty (20) days after the occurrence of the alleged circumstances giving rise to the grievance. Such an employee may have the assistance of her steward, if she so desires, in the presentation of her grievance to her immediate supervisor. The supervisor shall reply to the grievance in writing. If a settlement, satisfactory to the employee concerned, is not reached within four (4) working days following the presentation of the grievance, or within any longer period of time which may be mutually agreed upon, then Step No.2 of the Grievance Procedure may be invoked provided such latter action is commenced within four (4) working days thereafter. Failure of the supervisor to reply as provided herein shall not prevent the moving of the grievance to the next step.

Step No.2

Failing a satisfactory settlement being reached in Step No. 1, the Union Grievance Committee, consisting of not more than four (4) employees, shall submit the matter to the Department Head who shall render her decision in writing within three (3) working days after receipt of such submission. Failing a satisfactory settlement being reached at this stage, Step No. 3 may be invoked, provided such latter action is commenced within four (4) working days thereafter. Failure of the Department Head to reply as provided herein shall not prevent the moving of the grievance to the next step.

Step No.3

Failing a satisfactory settlement being reached in Step No. 2, the Union may request a meeting with the Director, Human Resources

of the Health Centre, or her appointee, for the purpose of dealing with the grievance. The Director, ~~Human~~ Resources of her appointee, shall render a reply to the grievance in writing. If final settlement is not reached within five (5) working days following the day upon which deliberations commenced, or such additional times as may be mutually agreed upon, then the grievance may be referred to a Board of Arbitration as herein provided.

11.02 Discharge or Suspension from the Employ

- (a) A claim by an employee who has acquired seniority standing and who has been discharged or suspended from the employ, with or without notice, that her discharge or suspension was without cause, shall be treated as a grievance, if her written statement is lodged with the Director of Human Resources or her designate within five (5) working days of her discharge. The five (5) working days shall not include Saturday or Sunday or a recognized holiday. Such grievance shall commence at Step No. 3 of the Grievance Procedure as provided herein.
- (b) Such special grievance may be settled by confirming the Health Centre's action in discharging or suspending the employee, or by reinstating the employee with appropriate compensation, or by any other arrangement which is just and equitable in the opinion of the parties, or of a Board of Arbitration established under the arbitration provisions of this Collective Agreement.
- (c) When an employee is discharged or suspended without pay by the Health Centre, she shall be so notified in writing and, should she so elect, she shall have the right to have her steward present when such notification is made. Where the employee decides to waive this right, she shall so signify by signing a form of dissent and the Union shall be copied.

11.03 Group Grievance

Following the complaint stage, where a number of employees have identical grievances and each employee would be entitled to grieve separately, they may present a group grievance in writing identifying each employee who is grieving to the Director or

his designee within ten (10) working days after the circumstances giving rise to the grievance have occurred or ought reasonably to have come to the attention of the employee(s). The grievance shall then be treated as being initiated at Step No. 2 and the applicable provisions of this Article shall then apply with respect to the processing of such grievance.

11.04 Policy Grievance

A grievance of the Health Centre or a policy grievance of the Union which could not have been made the grievance of an individual employee shall be submitted by the party laying the grievance in writing to the other party, and discussion of such grievance shall commence at Step No. 3 of the Grievance Procedure in the same manner as the grievance of an employee, and proceed, if necessary, thereafter to a Board of Arbitration as provided herein.

ARTICLE 12

Arbitration

12.01 Procedure

In the event that the arbitration of a grievance which has been properly processed through the grievance procedure is desired by either party, then the other party shall be notified in writing no later than five (5) working days after the completion of Step No. 3. Such notice shall contain the name of the appointee to a Board of Arbitration named by the party invoking arbitration. It is understood that any question as to whether a matter is arbitrable may also become a subject for arbitration. The recipient of the notice shall within five (5) days advise the other party of the name of its appointee to the Board of Arbitration. The two appointees so selected shall within five (5) days of the appointment of the second of them appoint a third person who shall be the chairman. If the two appointees fail to agree upon a chairman, the Minister of Labour of the Province of Ontario, upon the request of either party, shall appoint an impartial chairman. The majority decision of the Board of Arbitration shall be final

and binding upon the parties and upon any employees affected by it.

12.02 Sole Arbitrator

Wherever arbitration board is referred to in the Agreement, the parties may mutually agree in writing to substitute a single arbitrator for the arbitration board at the time of reference to arbitration and the other provisions referring to arbitration board shall appropriately apply.

12.03 Jurisdiction

The Board of Arbitration or the sole arbitrator shall not have jurisdiction or authority to alter or in any way modify the provisions of this Agreement, or to substitute any new provisions in lieu thereof, or to give any decision which is inconsistent with the terms and provisions of this Agreement.

12.04 Expenses

Each of the parties hereto will bear the expenses of the arbitrator appointed by it, and the parties will equally share the expenses of the chairman or the sole arbitrator.

ARTICLE 13

Seniority

13.01 Probationary Period

A new employee will be considered on probation until she has completed sixty (60) days of work, within any twelve (12) calendar months. Upon completion of the probationary period, she shall be credited with seniority equal to sixty (60) working days. With the written consent of the Health Centre, the probationary employee and the President of the Local Union or designate, such probationary period may be extended. Any extensions agreed to will be in writing and will specify the length of the extension. The release or discharge of an employee during the probationary period shall not be the subject of a grievance or arbitration.

13.02 Seniority List

The Health Centre will maintain a seniority list showing the date each employee's seniority commenced. An updated senior-

ity list shall be sent to the Union and posted on the bulletin board of the Health Centre in April and October of each year. The list shall remain posted for a period of thirty (30) days, and thereafter shall be maintained and displayed in the Human Resources Department for an additional sixty (60) days. If no challenge to this list is filed within this period, the list shall be accepted as correct for all purposes and shall not be challenged thereafter. The employer undertakes to include each employee's seniority date on their bi-weekly pay stubs.

13.03 Effect of Absence

It is understood that during an approved unpaid absence not exceeding thirty (30) continuous days or any approved absence paid by the Health Centre both seniority and service will accrue.

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

It is further understood that during such unpaid absence, credit for seniority for purposes of promotion, demotion, transfer or lay-off shall be suspended and not accrue during the period of absence. Notwithstanding this provision, seniority shall accrue during maternity or adoption leave, or for a period of eighteen (18) months if an employee's absence is due to a disability resulting in W.C.B. benefits or L.T.D. benefits, or for a period of

one (1) year if an employee's unpaid absence is due to an illness.

13.04 Transfer of Seniority and Service

Effective (the signing of the Collective Agreement) and for employees who transfer subsequent to that effective date:

For application of seniority for purposes of promotion, demotion, transfer, layoff and recall and service for purposes of vacation entitlement and wage progression:

- (i) an employee whose status is changed from full-time to part-time shall receive full credit for her seniority and service;
- (ii) an employee whose status is changed from part-time to full-time shall receive credit for her seniority and service on the basis of one year for each 1725 hours worked.
- (iii) an employee whose status is changed from the clerical unit to the full or part-time service unit shall receive full credit for her seniority and vice versa.

13.05 Seniority Application

Seniority shall operate on a bargaining unit wide basis. Employees shall be selected for promotions or transfers on the basis of their skill, ability, experience and qualifications and where these factors are relatively equal amongst the applicants considered, seniority shall apply.

13.06 Job Posting

- (a) Where a permanent vacancy occurs in a classification within the bargaining unit, or a new classification is established by the Health Centre, such vacancy shall be posted for a period of seven (7) consecutive calendar days. Applications for such vacancy shall be made in writing within the seven (7) day period referred to herein.

The names of the successful applicants will be posted on the bulletin board each month for a period of seven (7) calendar days and the Union will be copied.

- (b) In filling posted vacancies, the Health Centre reserves the right to select the suitable candidate from among the applicants in

accordance with 13.05. An applicant not selected will be notified and upon request will be advised of the reason.

Successful applicants and newly-hired employees need not be considered for any subsequent vacancies for a period of three (3) months.

Temporary vacancies will be posted within the department and filled according to 13.05.

13.07 Trial Period

The successful applicant shall be allowed a trial period of up to thirty (30) working days, during which the Health Centre will determine if the employee can satisfactorily perform the job. Within this period, the employee may voluntarily return, or be returned by the Health Centre, to the position formerly occupied, without loss of seniority. The vacancy resulting from the posting may be filled on a temporary basis until the trial period is completed.

13.08 Promotions Posted

The Health Centre is prepared to provide the Union with a copy of the posted notice of promotions within the bargaining unit.

13.09 Transfers and Seniority Outside Bargaining Unit

For employees transferred out of the bargaining unit:

- (a) It is understood that an employee shall not be transferred by the Health Centre to a position outside the bargaining unit without her consent except in the case of temporary assignments not exceeding six (6) months. Such employees on temporary assignments shall remain members of the bargaining unit.
- (b) An employee who is transferred to a position outside the bargaining unit shall not, subject to (c) below, accumulate seniority. In the event the employee is returned by the Health Centre to a position in the bargaining unit, she shall be credited with the seniority held at the time of transfer and resume accumulation from the date of her return to the bargaining unit.

- (c) In the event an employee transferred out of the bargaining unit under (b) above is returned to the bargaining unit within a period of six (6) calendar months, she shall accumulate seniority during the period of time outside the bargaining unit.
- (d) When an employee, who has transferred out of the bargaining unit for more than six (6) months, wishes to return to a position in the bargaining unit she may submit a written request to the Director, Human Resources with a copy to the President of the Union. The parties may then consider the reassignment of the employee to a bargaining unit position subject to the employee's qualifications for any vacant position.
- (e) Employees transferring out of the bargaining unit shall be allowed a trial period of up to thirty (30) working days, during which the Health Centre will determine if the employee can satisfactorily perform the job. Within this period, the employee may voluntarily return, or be returned by the Health Centre, to the position formerly occupied, without loss of seniority. The vacancy resulting from the posting may be filled on a temporary basis until the trial period is completed.

13.10 Loss of Seniority

An employee shall lose her seniority standing and her name shall be removed from the seniority list and her employment terminated for any of the following reasons:

- (a) if the employee is discharged and is not subsequently reinstated;
- (b) if the employee resigns or retires from the employ of the Health Centre;
- (c) if the employee is absent without permission or overstays a permitted leave of absence and fails in either case to furnish the Health Centre with an acceptable reason for such absence. When a reason is not accepted by the Health Centre, it may become the subject of a grievance;
- (d) if the employee is laid off continuously for a period in excess of twenty-four (24) consecutive months;

- (e) if an employee, following a layoff, who is recalled to work, fails to return to work within seven (7) calendar days of the giving of notice by the Health Centre sent by registered mail to his last address on record with the Health Centre, unless the time for return to work is extended by mutual agreement;
- (f) if an employee is absent due to illness or disability for a period of thirty (30) months from the time the disability or illness commenced.

13.11

(a) Notice of Layoff

In the event of a proposed layoff at the Health Centre of a permanent or long term nature, the Health Centre will:

- (i) provide the Union with no less than thirty (30) calendar days notice of such layoff, and,
- (ii) meet with the Union through the Labour/Management Committee to review the following:
 - (a) the reason causing the layoff;
 - (b) the service the Health Centre will undertake after the layoff;
 - (c) the method of implementation, including the areas of cut-back and employees to be laid off.

Any agreement between the Health Centre and the Union resulting from the above review concerning the method of implementation will take precedence over other terms of layoff in this Agreement. Notice of layoff shall be in accordance with the provisions of the Employment Standards Act.

(b) Seniority on Layoff

Both parties recognize that job security should increase in proportion to length of service. Therefore, in the event of a layoff, employees shall be laid off in the reverse order of seniority, provided the employees retained are qualified to perform available work. Employees shall be recalled in the order of seniority, provided they are qualified and able to do the work.

(c) **Benefits on Layoff**

In the event of a layoff of an employee, the Health Centre shall pay its share of insured benefits' premiums up to the end of the month in which the layoff occurs.

The employee may, if possible under the terms and conditions of the insurance benefits programs, continue to pay the full premium cost of a benefit or benefits for up to three months following the end of the month in which the layoff occurs. Such payment can be made through the Personnel Office of the Health Centre provided that the employee informs the Health Centre of her intent to do so at the time of the layoff and arranges with the Health Centre the appropriate payment schedule.

(d) **Union Continuity**

In order that the continuity of the Union will not become jeopardized when layoffs are being made, the President, Vice President, Recording Secretary, Secretary/Treasurer and Chief Steward and any other Executive Board members shall be the last persons laid off during their term of office, so long as full-time work which they are qualified to perform, at their own or at a lower wage level, as applicable, is available.

13.12 **Two-Day Layoff**

The Health Centre shall have the right to lay off employees without regard to seniority in the event of a layoff of two (2) working days or less in duration, where such layoff is occasioned by an Act of God or other emergency beyond the control of the Health Centre.

13.13 **Notice of Cut-back**

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

13.14 Technological Change

The Hospital undertakes to notify the Union in advance, so far as practicable, of any technological changes which the Hospital has decided to introduce which will significantly change the status of employees within the bargaining unit.

The Hospital agrees to discuss with the Union the effect of such technological changes on the employment status of employees and to consider practical ways and means of minimizing the adverse affect, if any, upon employees concerned.

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 months.

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

ARTICLE 14

Hours of Work

14.01 No Guarantee

The Health Centre does not guarantee to provide employment or work for normal hours or for any other hours.

14.02 Daily and Weekly Hours of Work

The standard work day for all employees shall be seven and one-half (7 1/2) hours exclusive of one-half (1/2) hour unpaid

meal break and the standard work week shall be thirty-seven and one-half (37 1/2) hours. The meal period shall be an uninterrupted period, except in cases of emergency.

14.03 Rest Periods

The employer will schedule one fifteen (15) minute rest period for each full half scheduled shift.

14.04 Additional Rest Periods

When an employee performs authorized overtime work of at least three (3) hours duration, the employer will schedule a rest period of fifteen (15) minutes duration.

14.05 Scheduling

Days off shall be consecutive when six or more consecutive shifts are scheduled, otherwise single days off may be scheduled. As well, these days off shall be planned in such a way as to provide at least three (3) weekends off in a six (6) week period and the Health Centre will endeavour to schedule every second weekend off. In order to meet the above scheduling requirements, levelling will be permitted.

In no instance will an employee be normally required to work more than six (6) consecutive days without receiving her days off. An employee who is required to work more than six (6) consecutive days shall be paid overtime rates until the next day off begins for the time worked that exceeds six (6) consecutive days.

The anticipated schedule shall be posted at least two (2) weeks in advance of it going into effect, showing scheduled shifts and days off and will not be changed after posting except for good reason. Requests for changes in the posted time schedule must be submitted in writing on the appropriate form, co-signed by the employee willing to exchange days off or scheduled work. However, the exchanging of shifts by employees with the consent of the Health Centre shall not result in overtime payment.

14.06 Time Off Between Shifts

In order that an employee should receive two (2) shifts off each day, shifts shall be arranged so that an employee is not scheduled to work on more than one (1) shift in any twenty-two

(22) hour period. However, whenever there is less than twenty-two (22) hours off between the start times of full shifts, overtime rates will apply for the difference.

14.07 Split Shifts

There shall be no split shifts.

ARTICLE 15

Premium Payment

15.01 Definition of Regular Straight Time Rate of Pay and Overtime

Any hours worked by an employee in addition to a standard work day, as defined in 14.02 above, or the total number of normal hours during a given two week period shall be paid for at the rate of time and one-half of the employee's regular straight time rate of pay.

15.02 Overtime Premium and No Pyramiding

Overtime premiums 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 week and also as hours for which the overtime premium is paid.

Employees who work overtime will not be required to take time off in regular hours to make up for overtime worked.

15.03 Time Off in Lieu of Overtime

Time off in lieu may be taken on a mutually agreed upon basis between the employee and the Health Centre; such time off will be the equivalent of the premium rate the employee has earned for working overtime. The employer shall revert to payment of premium rate if time off is not taken within sixty (60) calendar days.

15.04 Equitable Distribution

No employee shall be required to lay off during her normal schedule of working hours for the sole purpose of depriving her of overtime pay. Overtime and call-back time shall be divided equitably among those employees normally engaged in these operations and who are qualified to perform the work that is avail-

able. No casual part-time or summer help shall do overtime when there are qualified regular employees available who are willing and able to perform the work.

15.05 Reporting Pay

Employees who report for any scheduled shift will be guaranteed at least four (4) hours of work or, if no work is available, will be paid at least four (4) hours. However, the reporting allowance outlined herein shall not apply whenever an employee has received prior notice not to report for work or when work is not available due to conditions beyond the control of the Health Centre.

15.06 Call-back

An employee who is called in after leaving the premises of the Health Centre and required to work outside her regular working hours shall be paid a minimum of four (4) hours pay at time and one-half (1-1/2) of her regular straight time rate of pay for such call in. Should an employee who has commenced her scheduled vacation and agrees upon request by the Health Centre to return to perform work during the vacation period, the employee shall be paid at the rate of one and one-half (1-1/2) times her regular straight time rate of pay for all hours so worked. To replace the originally scheduled days on which such work was performed, the employee will receive one (1) vacation lieu day off for each day on which she has so worked.

15.07 Temporary Transfer

(a) Bargaining Unit - Higher Rate

Where 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 (1/2) of a shift, she shall be paid the rate in the higher salary range immediately above her current rate from the commencement of the shift on which she was assigned the job. This does not apply during periods of cross-training in conjunction with the trainer.

(b) Outside - Responsibility Pay

When the Health Centre temporarily assigns an employee

to carry out the assigned responsibilities of a classification outside the bargaining unit for a period in excess of one-half of one shift, the employee shall receive an allowance of \$4.00 for each shift from the time of the assignment.

15.08 Shift Premium

The shift premium shall be 45 cents per hour for each full shift completed when the majority of hours worked fall between the hours of 1530 hours and 0730 hours.

ARTICLE 16

Paid Holidays

16.01 Equitable Distribution

The Health Centre shall endeavour to arrange equitable distribution of holidays worked and time off amongst employees.

16.02 Paid Holidays

The following holidays will be recognized by the Health Centre:

New Year's Day	Civic Holiday
2nd Monday in February	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	2nd Monday in November
Victoria Day	Christmas Day
Canada Day	Boxing Day

Christmas Day, Boxing Day, New Year's Day and Canada Day may fall on a Saturday or a Sunday. When this occurs the actual day of the holiday will be the only day for which premium payment is made for hours worked.

However, the following Monday and/or Tuesday shall be observed as a lieu day for departments which regularly schedule employees to work Monday to Friday only.

There shall not be more than twelve (12) holidays annually. Should the Health Centre be required to observe an additional paid holiday as a result of legislation, it is understood that one of the existing holidays recognized by the Health Centre shall be established as the legislated holiday after discussion with the

Union, so that the Health Centre's obligation to provide the number of paid holidays as noted above remains unchanged.

16.03 Holiday Pay

Holiday pay, for an employee working the standard hours per day, as set out in provision 14.02, is defined as the amount of straight time hourly pay, exclusive of shift premium, which an employee would have received, had she worked a normal shift on the holiday in question.

Provided the employee has worked the normal shifts immediately preceding and the normal shift immediately following the holidays, if not scheduled to work on such holidays, the Health Centre will pay such employee for the number of normal shift hours ordinarily worked by such employee at the employee's regular straight time rate of pay.

In the case of an employee who works on the day of the holiday, such employee will receive the time and one-half (1-1/2) of her regular straight time rate of pay in addition to any holiday pay she is otherwise entitled to receive, and will be given a day off at some other time in lieu of the holiday worked, if she so desires, but such lieu day shall be taken off without pay. The choice of such lieu day must be approved by the Health Centre and must not in any event interfere with the continuance of efficient operations.

An employee unavailable for work due to illness on the day preceding or following a holiday shall provide the Health Centre with proof of sickness to receive such holiday pay.

16.04 Overtime on Holiday

Where an employee is required to work authorized overtime in excess of her regularly scheduled hours on a paid holiday, such employee shall receive twice her regular straight time hourly rate for such authorized overtime.

16.05 Holiday During Vacation

When a recognized holiday or holidays falls within an employee's vacation period, she shall be granted an extra day or days off with pay with her vacation.

ARTICLE 17

Vacations

17.01 Eligibility

Vacations shall be on an accrual basis and for the purpose of calculating vacation eligibility, the determining date shall be the service date of the employee.

17.02 Less than 1 Year

An employee who has completed less than one (1) year of continuous service with the Health Centre shall receive a pro-rated vacation with pay based on a two week entitlement.

17.03 1-2 Years

An employee who has completed one (1) year but less than two (2) years of continuous service shall be entitled to 2 weeks annual vacation with pay.

17.04 2-5 Years

An employee who has completed two (2) years but less than five (5) years of continuous service shall be entitled to 3 weeks annual vacation with pay.

17.05 5-15 Years

An employee who has completed five (5) years but less than fifteen (15) years of continuous service shall be entitled to 4 weeks annual vacation with pay.

17.06 15-25 Years

An employee who has completed fifteen (15) years but less than twenty-five (25) years of continuous service shall be entitled to 5 weeks annual vacation with pay.

17.07 More than 25 Years

An employee who has completed twenty-five (25) years or more of continuous service shall be entitled to 6 weeks annual vacation with pay.

17.08 Salary Continuance

Vacation pay shall be calculated on the basis of the employee's regular straight time rate of pay times their normal weekly

hours of work, subject to the application of Article 13.03, Effect of Absence.

17.09 Superior Benefit

Where a superior vacation entitlement has been granted, such entitlement shall be maintained for these individual employees.

17.10 Maximum Accrual

Employees may accrue vacation days up to but not exceeding one and one-half (1-1/2) times their annual entitlement but, in that event, the Health Centre cannot guarantee that such vacation entitlement may be taken consecutively. However, the Health Centre will endeavour to accommodate requests for consecutive use of the full accumulation during non-peak periods. Furthermore, at the point of such accumulation, following a discussion with the employee regarding preference, a portion of the vacation will be scheduled.

17.11 Weekends Off

Employees shall be given the weekend off before and following their scheduled vacation period once each calendar year.

17.12 Seniority Rights

When employees in a particular working group, as defined by the Health Centre, desire the same or overlapping vacation periods which, because of staffing requirements by the Health Centre, are not permitted, then the seniority of the employees directly affected shall govern in the assignment of vacation. A claim of precedence due to seniority shall be exercised only once in each calendar year.

17.13 Vacation Advance

Employees who want their vacation pay in advance must notify their department heads in writing four (4) weeks before the commencement of their vacation.

17.14 Illness Prior To and During Vacation

Where an employee's scheduled vacation is interrupted due to serious illness which commenced prior to and continues into

the scheduled vacation period, the period of such illness shall be considered sick leave.

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

17.15 Hospitalization During Vacation

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

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

17.16 Vacation Pay on Termination

In the event of termination of employment of any employee for any reason, including layoff, any pay in lieu of vacation that is owing to such employee shall be determined on a pro rata basis, namely 4%, 6%, 8% or 10% of her earnings as applicable.

ARTICLE 18

Sick Leave

18.01 Eligibility

Employees with three months or more of continuous full-time service are eligible for the short-term portion of the plan. Employees with 6 months or more of continuous full-time service shall be eligible for the long-term portion of the plan.

18.02 Sick Leave Plan

The Health Centre will pay 75% of the billed premium towards coverage of eligible employees under the long term disability portion of the Plan (HOODIP equivalent), the employee paying the balance of the billed premium through payroll deduction.

18.03 Frozen Sick Bank

Where sick leave credits for an employee were frozen in dollars and placed in a sick bank to the credit of the employee, pay-out on termination of employment shall be that portion of the

unused frozen sick leave dollars provided by the Personnel Policy which governed the former plan. This provision applies to employees who had been on an accumulating sick leave plan prior to the transfer to the HOODIP equivalent.

18.04 No Penalty

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

18.05 Sick Bank Record

The Health Centre will notify each employee of the amount of unused frozen sick leave in her bank annually.

18.06 Notification

To receive sick leave pay, it is the employee's responsibility to notify her department supervisor or alternate of her expected absence and term of absence in time to arrange for a replacement or rearrangement of the employee's work schedule. However, if an employee is unable to notify the Health Centre due to reasons beyond her control, which are acceptable to the Health Centre, she will not be deprived of sick leave pay.

18.07 First Day of Injury

If an employee is injured on the job and her supervisor excuses her from further duty for the balance of her shift, the employee's regular rate of pay shall continue for the balance of that shift and there shall be no deduction from sick leave or other credits.

18.08 Medical Certificate

A medical certificate may be required by the Health Centre for payment of sick leave.

18.09 Extended Leave of Absence

An employee who is granted a leave of absence because of illness or disability and who is unable to return to work before she has exhausted her sick leave credits, or who had no sick leave credits when she became ill, shall be granted a leave of absence without pay until such time as she is able to resume her

employment. However, it is understood that such leave of absence shall not exceed twenty-four (24) months. Furthermore, employees will receive written notice after an absence of eighteen (18) months and the Union will be copied.

18.10 Lighter Duties

An employee who has become unable to handle heavy work to advantage owing to age or other infirmity shall be given preference for any available lighter work provided she maintains the necessary competence to satisfactorily perform such lighter work.

ARTICLE 19

Leave of Absence

19.01 Personal Leave

A leave of absence shall not be taken without first obtaining the formal approval of the Health Centre. A request for such leave shall be made in writing along with the reasons. The Health Centre may grant leave of absence without pay to an employee after the completion of the probationary period with the Health Centre for any reason which is regarded by the Health Centre as legitimate and acceptable.

19.02

(a) Union Business Leave

Leave of absence without loss of seniority shall be granted upon written request by the Union to the Health Centre for an employee elected or appointed to represent the Union at conventions or seminars and other Union functions, such monies paid for pay and benefits shall be recovered monthly through the accrued monies payable to the Union arising from deductions of dues. Such leave should not interfere with the continuance of efficient operations of the Health Centre, it being understood that the Union will provide reasonable notice of such requests. If such leave is not granted, the reason shall be in writing. The Health Centre shall respond within a reasonable period of time to requests for such

leaves of absence. The Union clarifies that Union functions referred to above to mean official Union business.

(b) Leave of Absence - Union

An employee who is elected or selected for a full-time position with the Union shall be granted a leave of absence without loss of seniority for a period of one (1) year.

Such leave shall be renewed for a further one year period upon request. Such employee shall receive his/her pay and benefits, if requested, as provided for in this agreement, but, the Union shall reimburse the Health Centre for all pay and benefits during the period of absence.

19.03 Bereavement Leave

Leave of absence without loss of pay will be granted an employee up to a maximum of three (3) working days in the case of death of a member of his/her family. "Member of his/her family" shall mean a spouse, daughter, son, mother, father, sister, brother, mother-in-law, father-in-law, legal guardian, grandchildren, grandparents, sister-in-law, brother-in-law, son-in-law, daughter-in-law and step parent.

Pay for bereavement leave shall be based on time lost from regularly scheduled shift(s) which the employee would otherwise have worked up to the maximum days provided herein. Payment for such day or days off will be confined to the period from the date of death up to and including the date of the funeral.

The Health Centre, in its discretion, may extend such leave without pay or by permitting the employee to utilize vacation credits.

19.04 Jury and Witness Duty Leave

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 Health Centre, the employee shall not lose regular pay because of such attendance, provided that the employee:

- (a) notifies the Health Centre immediately on the employee's notification that she will be required to attend at court;
- (b) presents proof of service requiring the employee's attendance;
- (c) deposits with the Health Centre the full amount of compensation received, excluding mileage, travelling and meal allowances and an official receipt thereof.

19.05 **Maternity Leave**

Maternity leave will be granted in accordance with the provision of the Employment Standards Act, 1974, except where amended in this provision.

The service requirement for eligibility for maternity leave shall be ten (10) months of continuous service.

The employee shall give written notification one (1) month prior to the commencement of the leave of her request for leave together with her expected date of return. At such time, she shall also furnish the Health Centre with her doctor's certificate as to pregnancy and expected date of delivery.

An employee on maternity leave as provided under this agreement who is in receipt of Unemployment Insurance pregnancy benefits pursuant to Section 30 of the Unemployment Insurance Act, 1971, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between seventy-five per cent (75%) of her regular 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.

The employee has the right to extend the maternity leave to six (6) months in total. Written notice by the employee to extend the maternity leave will be given at least two (2) weeks prior to the termination of the initially approved leave. This notice requirement will be shortened in circumstances where medical complications occur in the two (2) weeks prior to the termination of the initially approved leave.

It is understood that during a maternity leave exceeding thirty (30) continuous calendar days, credit for service for purposes of salary increment, vacation, sick leave, or any other benefits under any provisions of the Collective Agreement or elsewhere shall be suspended, the benefits concerned appropriately reduced on a pro rata basis and the employee's anniversary date adjusted by the entire period of the absence. In addition, the employee will become responsible for full payment of subsidized employee benefits in which she is participating for the period of the absence.

Effective (one (1) month after date of award), credits for service shall accumulate for the initial seventeen (17) weeks from the commencement of the leave while an employee is on maternity leave.

However, credit for seniority shall not be suspended but shall accumulate during such leave.

Effective (one (1) month after date of award), 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 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 insure continued coverage.

The employee shall reconfirm her intention to return to work on the date originally provided to the Hospital by written notification to be received by the Hospital at least two (2) weeks in advance thereof.

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.

19.06 Adoption Leave

Where an employee with at least twelve (12) months continuous service qualifies to adopt a child, such employee shall be entitled to a leave of absence without pay for a period of up to three (3) months duration or such greater time as may be required up to a maximum aggregate of six (6) months. Such employee shall advise the Hospital as far in advance as possible of having qualified to adopt a child, and shall request the leave of absence in writing upon receipt of confirmation of the pending adoption. If because of late receipt of confirmation of the pending adoption, the employee finds it impossible to request the leave of absence in writing, the request may be made verbally and subsequently verified in writing. Such request for adoption leave shall not be unreasonably withheld.

Effective on confirmation by the Unemployment Insurance Commission of the appropriateness of the Hospital's Supplemental Unemployment Benefit (SUB) plan, and effective (one (1) month after date of award) an employee on leave as set out above who is in receipt of Unemployment Insurance adoption benefits pursuant to Section 20 of the Unemployment Insurance Act, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between seventy-five per cent (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 adoption benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on

her last day worked prior to the commencement of the leave times her normal weekly hours.

It is understood that during an adoption leave exceeding thirty (30) continuous calendar days, credit for service for purposes of salary increment, vacation, sick leave, or any other benefits under any provisions of the Collective Agreement or elsewhere shall be suspended, the benefits concerned appropriately reduced on a pro rata basis and the employee's anniversary date adjusted by the entire period of the absence. 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.

Effective (one (1) month after date of award), credits for service shall accumulate for the initial seventeen (17) weeks from the commencement of the leave while an employee is on adoption leave.

However, credit for seniority shall not be suspended but shall accumulate during such leave.

Effective (one (1) month after date of award), 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 provisions of the most 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 insure continued coverage.

Subject to any changes to the employee's status which would have occurred had she not been on adoption leave, the employee shall be reinstated to her former duties, on the same shift in the same department, at the same rate of pay.

19.07 Upgrading

Where employees are required by the Health Centre to take courses to upgrade or acquire new employment qualifications, the employer shall pay the full costs associated with the courses.

19.08 Educational Leave

If required by the employer, an employee shall be entitled to leave of absence with pay and without loss of seniority and benefits to take examinations to upgrade her employment qualifications.

ARTICLE 20

Occupational Classifications and Wage Rates

20.01 Wages and Retroactivity

Occupational classifications and wage rates are set out in Appendix "A" which is attached hereto and forms part of this Agreement. These rates shall be applicable to all full-time employees on the active payroll of the Health Centre on the date of signing of the Collective Agreement and paid retroactively to September 29, 1989.

Any employee whose present wage rate exceeds the wage rate of her occupational classification shall be paid her present wage rate until such time as the wage rate of her occupational classification exceeds her present wage rate.

20.02 Former Employees

- (a) Employees in the active employ of the Health Centre on September 29, 1989 who have been thereafter laid off or retired or who have since deceased, shall be entitled to receive any retroactive payment based on regular straight time rate of pay for all hours paid from September 29, 1989 and the date of their layoff, retirement or death.
- (b) Employees who left the employ of the Health Centre since September 29, 1989 are entitled to payment of the general wage increase only for the period September 29, 1989 to date of termination of the following basis:

Within fifteen (15) days after signing of the Collective Agreement, the Health Centre is to contact such employees by letter at the previous employee's address last known to the Health Centre. Such employees will have thirty (30) days

from the date on which the letter was sent to claim retroactive adjustment.

20.03 Job Classification

When a new classification (which is covered by the terms of this Collective Agreement) is established by the employer, the employer shall determine the rate of pay for such new classification and notify the local Union of the same. If the local Union challenges the rate, it shall have the right to request a meeting with the employer to endeavour to negotiate a mutually satisfactory rate. Such request will be made within ten (10) days after receipt of notice from the employer or such new occupational classification and rate. Any change mutually agreed to resulting from such meeting shall be retroactive to the date of that notice of the new rate that was given by the employer. 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 for other classifications in the bargaining unit having regard to the requirements of such classification.

20.04 Promotion

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

20.05 Credit for Experience

It is agreed that the Health Centre may hire new employees at a rate higher than the starting rate set out in this Collective Agreement.

ARTICLE 21

Welfare Benefits

21.01 Life Insurance

The Health Centre agrees to contribute 90% of the monthly premium required of properly enrolled employees of the Life Insurance Plan, provided that it is not more than thirty-four (\$.34) cents per month per One Thousand Dollars (\$1,000.00) of the insurance coverage of the employee's life under the plan.

Effective (the first of the month after receipt by the Health Centre from the Union of notice of ratification by its members) the Health Centre's contribution *to* the Life Insurance Plan premiums will be 100% provided that it is **not** more than thirty-four (\$.34) cents per month per One Thousand Dollars (\$1,000.00) of the insurance coverage of the employee's life under the plan.

21.02 Semi-private

The Health Centre agrees to pay 100% of the billed premium towards coverage of eligible employees in the active employ of the Health Centre under the Blue Cross Semi-Private Plan or comparable coverage with another carrier.

21.03 Extended Health

The Health Centre agrees to contribute on behalf of each eligible employee covered by the Collective Agreement 75% of the presently billed premium under the Blue Cross Extended Health Care Plan or equivalent consisting of fifteen (\$15.00) dollars single and twenty-five (\$25.00) dollars family deductible (no co-insurance) subject to the terms and conditions of such plan, and subject to the carrier's requirements as to a minimum enrolment, provided the balance of the monthly premium is paid by the employee through payroll deduction. In addition to the standard benefits, coverage will include vision care with a maximum of \$90.00 every 24 months and the hearing aid allowance will be \$500.00 lifetime maximum.

21.04 Dental Plan

Subject to an enrolment requirement of 55% of eligible employees in the bargaining unit, the Health Centre agrees to con-

tribute 75% of the billed premiums towards coverage of eligible employees in the active employ of the Health Centre under the Blue Cross #9 Dental Plan or comparable coverage with another carrier (based on the current O.D.A. 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.

21.05 Change of Carrier

It is understood that the Health Centre may at any time substitute another carrier for any plan (other than O.H.I.P.) provided the benefits conferred thereby are not in total decreased. Before making such a substitution, the Health Centre shall notify the Union to explain the proposed change and to ascertain the views of the employees. Upon a request by the Union, the Health Centre shall provide to the Union full specifications of the benefit programs contracted for and in effect for employees covered herein.

21.06 Pension Plan

It is agreed that all present employees enrolled in the Health Centre's 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, enroll in the plan when eligible in accordance with its terms and conditions.

21.07 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 Health Centre towards offsetting the cost of the benefit improvements contained in this Agreement.

ARTICLE 22

Health and Safety

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

22.01 Accident Prevention - Health and Safety Committee

- (a) Recognizing its responsibilities under the applicable legislation, the Health Centre agrees to accept as members of its Accident Prevention - Health and Safety Committee one (1) representatives selected or appointed by the Union from amongst bargaining unit employees.
- (b) Such Committee shall identify potential dangers and hazards, institute means of improving health and safety programs and recommend actions to be taken to improve conditions related to safety and health.
- (c) The Health Centre agrees to cooperate reasonably in providing necessary information to enable the Committee to fulfil its functions.
- (d) Meetings shall be held every second month or more frequently at the call of the chair if required. The Committee shall maintain minutes of all meetings and make the same available for review.
- (e) Any representative appointed or selected in accordance with 22.01 (a) hereof shall serve for a term of one calendar year from the date of appointment which may be renewed for further periods of one year. Time off for such representative(s) to attend meetings of the Accident Prevention - Health and Safety Committee in accordance with the foregoing shall be granted and any representative(s) attending such meetings during their regularly scheduled hours of work shall not lose regular earnings as a result of such attendance.
- (f) The Union agrees to endeavour to obtain the full cooperation of its membership in the observation of all safety rules and practices.
- (g) Pregnant employees may request to be transferred from their current duties if, in the professional opinion of the employee's physician, the pregnancy may be at risk. If such a transfer is not feasible, the pregnant employee, if she so requests, will be granted an unpaid leave of absence before commencement of the maternity leave referred to in Article 12.06.

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

ARTICLE 23

General

23.01 Gender

Wherever the feminine is used in the Agreement, it shall be considered that the masculine has been used where that context would apply.

23.02 Bulletin Boards

The Health Centre will provide bulletin boards, the location to be agreed by the parties, upon which the Union may post notices of Union business which have been approved by the Health Centre for posting. Where such bulletin boards are locked, the Union will be supplied with a key.

23.03 Collective Agreement

A copy of this Collective Agreement shall be issued by the Health Centre to each employee. The cost of preparing such copies will be shared equally by the Health Centre and the Union.

23.04 Clothing

Each employee who is required to wear clothing of the Health Centre's choice shall be supplied with such clothing by the Health Centre. On termination of employment such clothing must be surrendered to the Health Centre.

23.05 Labour/Management Committee

Representatives of the Union and the Health Centre shall meet when requested by either party to discuss matters that are of mutual interest, such as safety and working conditions or problems arising out of this Agreement. Such meetings will be arranged at a time that is mutually convenient. Any representative(s) attending such meetings during their regularly scheduled hours of work shall not lose regular earnings as a result of such attendance.



23.06 Pay

Pay by direct bank deposit, together with a statement of earnings, will be bi-weekly.

23.07 Transportation Allowance

When an employee is required to travel to the Health Centre or return to his/her home as a result of reporting to or off work between the hours of 2400 hours and 0600 hours, the Health Centre will pay the transportation cost either by taxi or by own vehicle at the rate of .22 cents per kilometre to a maximum of \$14.00. The employee will provide to the Health Centre satisfactory proof of expense. However, this allowance will not apply to shifts which normally commence before 0600.

23.08 Meal Allowance

(a) 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 meal ticket up to the value of \$6.00 or \$6.00 if the Health Centre is unable to provide the meal or has been unable to schedule a meal break during the overtime period. The meal ticket must be used or exchanged within thirty (30) days from the date of issuance.

Notwithstanding the foregoing, where the overtime assignment is for a period of three (3) hours, no more or less, the employee is not required to take a hot meal, if available, and may claim the six dollars (\$6.00) payment.

(b) Call backs shall not be considered as hours worked for the purposes of this Article.

ARTICLE 24

Terms of Agreement

24.01 Expiry Date

The Collective Agreement shall expire on September 28th, 1991 but shall continue in effect thereafter unless either party gives the other party notice in writing not earlier than three (3) calendar months prior to the normal termination date of the Collective Agreement.

24.02 Renewal

Notwithstanding the foregoing provisions, in the event the parties to this agreement agree to negotiate for its renewal through the process of central bargaining, either party to this agreement may give notice to the other party of its desire to bargain for amendments on local matters proposed for incorporation in the renewal of this agreement and negotiations on local matters shall take place during the period 120 to **60** days prior to the termination date of this agreement. Negotiations on central matters shall take place during the period commencing forty-five **(45)** days prior to the termination date of this agreement.

It is understood and agreed that "local matters" means those matters which have been determined by mutual agreement between the central negotiating committees respectively representing each of the parties to this agreement as being subjects for local bargaining directly between the parties to this agreement. It is also agreed that local bargaining shall be subject to such procedures that may be determined by mutual agreements **be-**tween the central negotiating committees referred to above. For such purposes, it is further understood that the central negotiating committees will meet during the sixth month prior to the month of termination of this agreement to convey the intentions of their principals as to possible participation in central negotiations, if any, and the conditions for such central bargaining.

24.03 Wage Rates

The wage rates in effect for the duration of this Collective Agreement shall be as set forth in Appendix "A" attached to and forming part of this Collective Agreement.

IN WITNESS WHEREOF the parties have executed this Collective Agreement on the 16th day of December, 1991.

SIGNED ON BEHALF OF:

THEHEALTHCENTRE

THE UNION

Elaine Givertz

Catherine McQuarrie

Michael Ryan

Karen McNama

Jean McLeay

Theresa McQuarrie

Anthony Porter

Mary Fulton

Gayle Seto

Jean Chiasson

Irene Bartello

Marcel Monette

Barbara Tornkinson

Frances Ezman

Judith Hayward

Velda MacDonald

**APPENDIX "A"
C.U.P.E.**

CLERICAL CLASSIFICATION AND RANKING

	Effective Date	Minimum Rate	step 1	step 2	step 3
Level 1					
CLERK I					
(file clerk;	Sept. 29/88	1531	1577	1624	1673
enquiry desk;		9,421	9,705	9,996	10,293
film filer)	Sept. 29/89	1653	1703	1754	1807
		10,172	10,480	10,794	11,120
	Sept. 29/90	1769	1822	1877	1933
		10,886	11,212	11,551	11,895
Level 2					
CLERK II					
(admitting clerk;	Sept. 29/88	1559	1605	1653	1702
senior file clerk;		9,595	9,879	10,170	10,474
microfilm clerk;	Sept. 29/89	1684	1733	1785	1838
jr. account clerk;		10,363	10,665	10,985	11,311
film librarian)	Sept. 29/90	1802	1854	1910	1967
		11,089	11,409	11,754	12,105

IMPORTANT NOTE: Wage rates for female dominated job classifications may be increased during the term of this Collective Agreement in accordance with the Pay Equity Act. These revised rates will be posted throughout the Health Centre on or about January 1 of each year.

APPENDIX 'A' (Continued)

Level	Effective Date	Minimum Rate	Step 1	Step 2	Step 3
Level 3 TS II SWITCHBOARD	Sept. 29/88	1604	1652	1701	1751
	Sept. 29/88	9,873	10,164	10,467	10,778
	Sept. 29/89	1732	1784	1837	1891
	Sept. 29/90	1853	1909	1966	2023
	Sept. 29/90	11,403	11,748	12,098	12,449
	Level 4 CLERK III (accounts clerk in receivables; payables; payroll, discharge clerk; CHC booking clerk; health records team leader; health records clerk; sr. admitting clerk, nights)	Sept. 29/88	1677	1726	1779
Sept. 29/88	10,319	10,623	10,946	11,269	11,592
Sept. 29/89	1811	1864	1921	1977	2034
Sept. 29/89	11,145	11,471	11,822	12,166	12,510
Sept. 29/90	1938	1994	2055	2115	2175
Sept. 29/90	11,926	12,271	12,646	13,015	13,384

IMPORTANT NOTE: Wage rates for female dominated job classifications may be increased during the term of this Collective Agreement in accordance with the Pay Equity Act. These revised rates will be posted throughout the Health Centre on or about January 1 of each year.

APPENDIX "A" (Continued)

	Effective Date	Minimum Rate	Step 1	step 2	step 3
Level 5					
TS III	Sept. 29/88	1692 10.410	1742 10.719	1793 11.037	1848 11.373
	Sept. 29/89	1827 11.243	1881 11.575	1936 11.914	1996 12.283
	Sept. 29/90	1955 12.031	2013 12.388	2072 12.751	2136 13.145
Level 6					
CLERK IV					
Sr. Accounts clerk; receivables payables; payroll, chronic care; registration officer; sr. clerk in CHC and Emergency; bed and O.R. booking clerk)	Sept. 29/88	1763 10.849	1815 11.172	1870 11.508	1926 11.850
	Sept. 29/89	1904 11.717	1960 12.062	2020 12.431	2080 12.800
	Sept. 29/90	2037 12.535	2097 12.905	2161 13.298	2226 13.698

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IMPORTANT NOTE: Wage rates for female dominated job classifications may be increased during the term of this Collective Agreement in accordance with the Pay Equity Act. These revised rates will be posted throughout the Health Centre on or about January 1 of each year.

APPENDIX "A" (Continued)

	Effective Date	Minimum Rate	step 1	step 2	step 3
Level 7					
TS IV —	Sept. 29/88	1828	1883	1939	1998
Pastoral and Volunteer Services	Sept. 29/89	11,250 1974	11,586 2034	11,934 2094	12,297 2158
Junior Buyer	Sept. 29/90	12,148	12,517	12,886	13,280
Dietetic Technician		2112 12,997	2176 13,391	2241 13,791	2309 14,209
Level 8					
Medical Transcriptions	Sept. 29/88	1908	1965	2023	2084
Health Record Technician I	Sept. 29/89	11,741	12,090	12,451	12,826
Staffing Assistant	Sept. 29/90	2061	2122	2185	2251
		12,683	13,058	13,446	13,852
		2205	2271	2338	2409
		13,569	13,975	14,388	14,825

IMPORTANT NOTE: Wage rates for female dominated job classifications may be increased during the term of this Collective Agreement in accordance with the Pay Equity Act. These revised rates will be posted throughout the Health Centre on or about January 1 of each year.

APPENDIX "A" (Continued)

	Effective Date	Minimum Rate	step 1	step 2	step 3
Level 9					
Health Records Technician II	Sept. 29/88	1989	2048	2110	2173
		12.238	12.606	12.987	13.375
	Sept. 29/89	2148	2212	2279	2347
		13.218	13.612	14.025	14.443
	Sept. 29/90	2298	2367	2439	2511
		14.142	14.566	15.009	15.452

IMPORTANT NOTE: Wage rates for female dominated job classifications may be increased during the term of this Collective Agreement in accordance with the Pay Equity Act. These revised rates will be posted throughout the Health Centre on or about January 1 of each year.