

611 Employees

Unit No. 153B

| | | | |
|-------------------|-------|----|----|
| SOURCE | Union | | |
| EFF. | 93 | 10 | 11 |
| TERM. | 95 | 10 | 10 |
| No. OF EMPLOYEES | 60 | | |
| NOMBRE D'EMPLOYÉS | dF | | |

COLLECTIVE AGREEMENT

BETWEEN

YORK FINCH GENERAL HOSPITAL

- AND -

SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 204

FULL-TIME OFFICE AND CLERICAL EMPLOYEES

EFFECTIVE: OCTOBER 11, 1993

EXPIRY: OCTOBER 10, 1995

PROCESSED BY THE
OFFICE OF THE
LABOUR RELATIONS BOARD

08473(05)

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ARTICLE 1 - GENERAL PURPOSE

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

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

ARTICLE 2 - RECOGNITION

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

ARTICLE 3 - RELATIONSHIP

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

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

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

ARTICLE 4 - DEFINITIONS

4.01 Temporary Employees

Employees may be hired for a specified term, not to exceed six (6) months, to replace an employee on leave or to perform a special non-recurring task. This term may be extended for a further six (6) months on mutual agreement of the Union, employee and Hospital or by the Hospital on its own up to 12 months where the leave of the person being replaced extends that far. 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 his probation period will be credited with the appropriate seniority.

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

ARTICLE 5 - UNION SECURITY

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

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

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

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

5.05 No Contracting Out

The Hospital 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 results from such contracting out.

Notwithstanding the foregoing, the hospital may contract out work usually performed by members of the bargaining unit without such contracting-out constituting a breach of this provision if the hospital provides in its commercial arrangement contracting out the work that the contractor to whom the work is being contracted, and any subsequent such contractor, agrees:

- (1) to employ the employees thus displaced from the hospital; and
- (2) in doing so to stand, with respect to that work, in the place of the hospital for the purposes of the hospital's collective agreement with the Union, and to execute into an agreement with the Union to that effect.

In order to ensure compliance with this provision, the Hospital agrees that it will withdraw the work from any contractor who has failed to meet the aforesaid terms of the contracting-out arrangement.

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

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

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

5.08 It is mutually agreed that a Union representative will be given the opportunity of interviewing each new employee once upon completion of sixty-six (66) days worked for the purpose of informing such employees of the existence of the Union in the Hospital and of ascertaining whether the employee wishes to become a member of the Union. The Hospital shall advise the Union monthly as to the names of the persons to be interviewed and shall designate the time and place for each such interview, the duration of which shall not exceed fifteen (15) minutes. The interview shall take place on the Hospital's premises in a room designated by the Hospital, and the employees shall report to this room during the interview period. All interviews shall be arranged with the Director of Human Resources, or her representative.

ARTICLE 6 - NO STRIKE, NO LOCKOUT

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

ARTICLE 7 - MANAGEMENT FUNCTIONS

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

- (a) maintain order, discipline and efficiency;
- (b) hire, discharge, direct, classify, transfer, promote, demote, lay-off and suspend or otherwise discipline employees for cause provided that a claim of discriminatory classification, promotion, demotion or transfer or a claim by an employee who has completed their probationary period that they have been unjustly discharged or disciplined may be the subject of a grievance

and dealt with in accordance with the provisions of the grievance procedure;

- (c) establish and enforce rules and regulations to be observed by employees, provided that they are not inconsistent with the provisions of this Agreement;
- (d) generally to manage and operate the Hospital in all respects in accordance with its obligations and without restricting the generality of the foregoing, to determine the kinds and locations of machines, equipment to be used, the allocation and number of employees required from time to time, the standards of performance for all employees and all other matters concerning the Hospital's operations, not otherwise specifically dealt with elsewhere in this Agreement.

ARTICLE 8 - NEGOTIATING COMMITTEE

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

ARTICLE 9 - UNION ADMINISTRATIVE COMMITTEES AND STEWARDS

9.01 The Hospital will recognize a Union Administrative Committee which shall consist of a Chief Steward and four (4) stewards selected by the Union, not more than three of which Committee members shall meet with management at any one time. No more than one steward can be elected or appointed from the same department.

The Hospital shall not be required to maintain any steward on a specific shift, and shall be advised of the names of members of this Committee and notified of any changes when they occur. All

members of the Committee shall be regular employees of the Hospital who have completed their probationary period.

9.02 The Union acknowledges that the members of the Union Administrative Committee must continue to perform their regular duties. However, the members of the Committee will be allowed time to attend to committee business provided that they obtain prior permission from their supervisor, such permission not to be unreasonably withheld. As far as possible all activities of the Committee will be carried out outside of the regular working hours of the members thereof unless mutually agreed.

9.03 Regular meetings between three (3) members of the Committee and Management will be held once a month, unless otherwise arranged, or more frequently if arranged by mutual consent. A written agenda must be provided at least three (3) days prior to the agreed meeting date, and minutes kept of all meetings with copies to be furnished to both parties. Additional members of the Committee may be requested to attend the meetings depending on agenda requirements.

ARTICLE 10 - GRIEVANCE PROCEDURE

10.01 For purposes of this Agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of the Agreement, including any question as to whether a matter is arbitrable.

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

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

Step No. 1

The employee, who may request the assistance of a steward, shall present the grievance to their immediate supervisor. The grievance shall be in writing and shall include the nature of the

grievance and remedy sought. The immediate supervisor shall deliver a decision in writing within three (3) working days following the presentation of the grievance. Failing settlement, then:

Step No. 2

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

Step No. 3

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

10.03 Right to Union Steward

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

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

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

10.05(a) Policy Grievance

A complaint or grievance arising directly between the Hospital and the Union concerning the interpretation, application or alleged violation of the Agreement shall be originated at Step No. 3 within ten (10) working days after the circumstances giving rise to the complaint have occurred or originated, provided, however, that it is expressly understood that both the provisions of this section shall not be used to institute a complaint or grievance directly affecting an employee which could have been instituted under the regular Grievance Procedure, thereby, by-passing that procedure.

(b) Group Grievance

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

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

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

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

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

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

ARTICLE 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 the Agreement, and shall contain the name of the nominee to the Arbitration Board of the party requesting arbitration. The recipient of the notice shall within five (5) days thereafter notify the other party in writing of the name of its nominee to the Arbitration Board.

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

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

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

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

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

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

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

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

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

ARTICLE 12 - SENIORITY

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

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

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

- (a) employee quits;
- (b) employee is discharged and the discharge is not reversed through the grievance and arbitration procedure;
- (c) employee is absent from scheduled work for a period of three (3) or more consecutive working days without notifying the Hospital of such absence and providing a reason satisfactory to the Hospital;
- (d) employee fails to return to work upon the expiration of a leave of absence or utilizes a leave of absence for a purpose other than that for which it was granted;
- (e) employee has been laid off for twenty-four (24) months;
- (f) employee fails upon being notified of a recall to signify their intention to return within five (5) working days after receiving the notice of recall, and fails to report to work within ten (10) working days after receiving the notice of recall;
- (g) employee is absent due to illness or disability, which absence continues for thirty (30) calendar months from the time the disability or illness commenced.

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

ARTICLE 13 - JOB SECURITY

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

(b) Staff Planning Committee

In addition to that, and to any other planning committee in the Hospital of a more broadly representational

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

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

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

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

Composition and Meetings

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

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

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

Disclosure

To allow the Staff Planning Committee to carry out its mandated role under this Article, the Hospital will

provide the Committee with pertinent financial and staffing information and with a copy of any reorganization plans which impact on the bargaining unit.

Accountability

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

13.02 Notice

In the event of a proposed layoff at the Hospital of a permanent or long-term nature or the elimination of a position within the bargaining unit, the Hospital shall:

- (i) provide the Union with no less than six (6) months' written notice of the proposed layoff or elimination of position; and
- (ii) provide to the affected employee(s), if any, no less than six (6) months' written notice of layoff, or pay in lieu thereof.

Note: Where a proposed layoff results in the subsequent displacement of any member(s) of the bargaining unit, the original notice to the Union provided in (i) above shall be considered notice to the Union of any subsequent layoff.

13.03 Severance and Retirement Options

(a) Severance Pay

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

Note: In accordance with the Mitchnick Board's supplementary award dated February 24, 1997, notwithstanding article 13.02, notice for the purposes of severance pay under Article 13.03(a) is to be calculated on the basis of 2 weeks per year of service to a maximum of 12 weeks. Thus the balance of the notice referred to above will be the balance of up to 12 weeks as applicable.

(b) Retirement Allowance

Prior to issuing notice of layoff pursuant to article 13.02(a)(ii) in any classification(s), the Hospital will offer early-retirement allowance to a sufficient number of employees eligible for early retirement under HOOFP within the classification(s) in order of seniority, to the extent that the maximum number of employees within a classification who elect early retirement is equivalent to the number of employees within the classification(s) who would otherwise receive notice of layoff under article 13.02 (a)(ii).

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

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

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

(i) whose lay-off is permanent, or

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

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

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

13.04 Regional Staff Planning Committees

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

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

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

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

13.05 Lay-off and Recall

- (a) In the event of lay-off, the Hospital shall lay off employees in the reverse order of their seniority within their classification, providing that there remain on the job employees who then have the ability to perform the work.
- (b) **An** employee who is subject to lay-off shall have the right to either:
 - (i) accept the lay-off; or
 - (ii) displace an employee who has lesser bargaining-unit seniority and who is the least senior employee in a lower or identical paying classification in the bargaining unit if the employee originally subject to lay-off can perform the duties of the lower or identical classification without training other than orientation. Such employee so displaced shall be laid off.

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

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

(iii) The decision of the employee to choose (a) or (b) above shall be given in writing to the designated hospital representative within ten (10) working days (excluding Saturday, Sunday and Holidays) following the notification of lay-off. Employees failing to do will be deemed to have accepted lay-off.

- (c) **An** employee shall have opportunity of recall from a lay-off to an available opening, in order of seniority, provided they have the ability to perform the work before such opening is filled on a regular basis under a job posting procedure. The posting procedure in the collective agreement shall not apply until the recall process has been completed.
- (d) In determining the ability of an employee to perform the work for the purposes of the paragraphs above, the Hospital shall not act in an arbitrary or unfair manner.
- (e) **An** employee recalled to work in a different classification from which he was laid off shall have the privilege of returning to the position he held prior to the lay-off should it become vacant within six (6) months of being recalled.
- (f) No new employees shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so, in accordance with the loss of seniority provision, or have been found unable to perform the work available.
- (g) It is the sole responsibility of the employee who has been laid off to notify the Hospital of his intention to return to work within five (5) working days (exclusive of Saturdays, Sundays and paid holidays) after being notified to do so by registered mail, addressed to the last address on record with the Hospital (which notification shall be deemed to have been received on the second day following the date of mailing) and to return to work within ten (10) working days after being notified. The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work. The employee is solely responsible for their proper address being on record with the Hospital.
- (h) Employees on lay-off or notice of lay-off shall be given preference for temporary vacancies which are expected to exceed (10) working days. **An employee who has** been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on lay-off.

- (i) No full-time employee within the bargaining unit shall be laid off by reason of his/her duties being assigned to one or more part-time employees.
- (j) In the event that a lay-off commenced on the day immediately following a paid holiday, an employee otherwise qualified for holiday pay shall not be disentitled thereto solely because of the day on which the lay-off commenced.
- (k) A laid off employee shall retain the rights of recall for a period of twenty-four (24) months from the date of lay-off.

13.06 Benefits on Lay-off

In the event of a lay-off of a full-time employee, the Hospital shall pay its share of insured benefits premium up to three (3) months from the end of the month in which the lay-off occurs or until the laid off employee is employed elsewhere, whichever occurs first.

ARTICLE 14 - JOB POSTING

- 14.01(a) A vacancy shall be defined as a permanent opening in a job classification where the number of persons required by the Hospital exceeds the number classified therein.
- (b) Only vacancies for positions above the basic level offering an opportunity for promotion must be posted. The Hospital agrees to supply the Chief Steward of the bargaining unit with a copy of each job posting at the time of posting.
- (c) When a vacancy occurs it shall be posted for seven (7) working days (excluding Saturdays, Sundays and paid holidays) and written application for such posting must be received in Human Resources within the same seven (7) day period.

Vacancies created by the filling of a posted vacancy must be posted for three (3) consecutive days excluding Saturdays, Sundays and holidays.

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

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

- (f) The Management reserves the right to hire outside help or transfer, or promote persons presently in the employ of the Hospital provided the applicants are not capable of performing the work required.
- (g) Temporary vacancies resulting from a Maternity Leave of Absence need not be posted and will be filled on a temporary basis for the length of such leave. All other temporary openings not expected to exceed three (3) months need not be posted.

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

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

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

- (i) If the employee is maintained in the new job, they shall carry with them to the new job all rights and privileges including seniority and they shall then progress in that range in increment stages in accordance with the time served in the new job.
- (j) **An** employee transferring to a new job shall be on probation on the new job for a period of up to sixty-six (66) days worked. If the employee cannot perform to the satisfaction of the Hospital in the job to which they

have been promoted or transferred, the Hospital shall, within sixty-six (66) days worked in the job, return the employee to their previous job.

Employees who have been promoted or transferred or hired outside the Hospital because of the promotion or transfer referred to above, shall also be returned to their former jobs, or, if they have been hired outside the Hospital, shall be laid off. Further vacancies resulting under this clause need not be re-posted. If the employee decides to leave the new position of their **own** accord within a period of sixty-six (66) days worked on the job, the Hospital shall return them to their previous job or, if the previous job is no longer in existence, to an equivalent job, at the Hospital's discretion, maintaining the previous rate and seniority.

- (k) In the case of the appointment of a physician to the staff of the Hospital, secretarial assistance to said physician may be provided by the physician's established secretary provided that the Hospital discusses such case with the Union in advance and further provided that in the case of disagreement the provisions of job posting will be observed.
- (l) **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 they shall receive no less an increase in wage rate than the equivalent of one step in the wage rate of their previous classification (provided that they do not exceed the wage rate of the classification to which they have been promoted).

ARTICLE 15 - BULLETIN BOARDS

15.01 The Hospital will provide bulletin boards in mutually satisfactory locations for the convenience of the Union in posting notices of union activity. All such notices must be signed by the proper officer of the Local Union and be submitted to the Administrator, or authorized representative for approval before being posted.

ARTICLE 16 - WAGES

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

16.02 (a) Where the Hospital temporarily assigns an employee in a lower classification to assume the assigned responsibilities of an employee in a higher paying classification or job grade in the same bargaining unit for a period in excess of one-half of a shift, such employee will be paid the rate immediately above their current rate in the higher classification to which they were assigned retroactive to the commencement of such duties and for the duration of such duties.

(b) Where the Hospital temporarily assigns an employee to perform the duties and assume the responsibilities of a higher paying classification outside of the bargaining unit for a period in excess of one-half (½) shift, the employee shall receive an allowance of three dollars (**\$3.00**) for each shift from the time of the assignment.

(c) Where an employee transfers to a lower paid job they shall be placed in the salary range for the new job at the level which corresponds to the level achieved in the salary grid prior to the transfer and they shall thereafter progress within the new salary range in accordance with the length of service in the new job.

16.03 An employee hired by the Hospital with recent and related clerical experience may claim consideration for such experience at the time of hiring on a form supplied by the Hospital. Any such claim shall be accompanied by verification of previously related experience. Where, in the Hospital's opinion, the experience is relevant, the employee shall be placed in that step of the wage schedule consistent with one (1) year's service for every one (1) year of recent, related full-time experience.

16.04 When a new classification (which is covered by the terms of this Collective Agreement) is established by the Hospital, or the Hospital makes a substantial change in the job content of an existing classification which in reality causes such classification to become a new classification, the Hospital shall determine the rate of pay for such new or changed classification and notify the local Union of the same. If the local Union challenges the rate,

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

ARTICLE 17 - PAY DAY

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

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

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

ARTICLE 18 - GENERAL ACCOMMODATION

18.01 Where uniforms are required the Hospital shall either supply and launder the uniforms or, each January, provide a uniform allowance of \$70.00 per year.

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

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

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

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

18.05 The Hospital will continue to provide accommodation to facilitate employees having their meals at the Hospital. Locker facilities will be provided, when available, to employees who require them.

18.06 Upon request of the Local Union, and with reasonable notice, the Hospital will provide a union representative the opportunity to read the provisions of the insurance policy or policies as to employee liability insurance coverage for the classifications of employees represented by the Union.

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

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

ARTICLE 19 - RELIEF AND BREAK PERIODS

19.01(a) Employees will be allowed fifteen (15) minutes relief in each half shift without reduction in pay and without increasing the regular working hours.

(b) The Hospital will decide when the break period(s), as indicated above, are to be taken by the employees and

will endeavour to space them as reasonably as possible in the work shift.

- (c) The above-mentioned break periods may be taken as one (1) thirty (30) minute break, provided mutual agreement has been reached between the employee's Manager/Coordinator and the employee, and furthermore provided such thirty (30) minute breaks are not taken at the commencement of shift or immediately preceding the end of shift, nor in conjunction with the employee's lunch break. The Hospital reserves the right to revoke such arrangement at any time.

ARTICLE 20 - HOURS OF WORK

- 20.01(a) Except in those areas where the parties agree otherwise, the regular work week for all employees shall average thirty-seven and one-half (37½) hours (exclusive of meal periods) for each employee during bi-weekly periods, although it is understood that this Article shall not be construed to be a guarantee as to the hours of work per day nor as to the hours of work per week nor as a guarantee of working schedules. Except in those areas where the parties agree otherwise, the normal daily hours of work shall be seven and one-half (7 ½) hours not including a one-half (½) hour unpaid meal break.

The provisions of this Article are intended only to provide a basis for calculating time worked and shall not constitute a guarantee of hours of work per shift or per week or for any period whatsoever nor a guarantee of working schedules.

- (b) The normal hours of work presently in effect shall remain in effect for the term of this Agreement. It is understood normal hours include those required to accommodate the change from Daylight Saving Time to Standard Time and vice versa to which the other provisions of the Article dealing with Hours of Work and Overtime do not apply. It is further understood that the amount of regular pay for a full normal shift worked shall not be affected by reason of the change in the number of normal hours worked in consequence of such change from Daylight Saving Time to Standard Time and vice versa. The provisions of this Article are intended

only to provide a basis for calculating time worked and shall not constitute a guarantee of hours of work per shift or per week or for any period whatsoever nor a guarantee of working schedules.

- 20.02(a) Authorized time worked in excess of the normal daily hours or normal bi-weekly hours of the Hospital shall be paid at the rate of one and one-half (1½) times the employee's basic hourly straight time rate of pay provided no overtime premium will be paid for overtime on an exchange of shifts mutually agreed between two (2) employees where approved by the Hospital.

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

- (b) Authorized leave of absence for Union business, sick leave, vacations, and paid holidays shall be considered as time worked in the computation of overtime pay.
- (c) The Hospital may allow an exchange of shifts at the request of two (2) employees provided that its approval is obtained in advance and that no additional cost to the Hospital results from such exchange of shifts.
- (d) Call-back shall not be considered as hours worked for the purpose of this Article.
- (e) Overtime premium will not be duplicated nor pyramided nor shall other premiums be duplicated nor pyramided nor shall the same hours worked be counted as part of the normal work week and also as hours for which the overtime premium is paid.
- (f) When an employee is required to and does work for three (3) or more hours of overtime after their normal shift, they shall be provided with a hot meal or five dollars (\$5.00) if the Hospital is unable to schedule a meal break during the overtime period.

Notwithstanding the foregoing, where the overtime assignment is for a period of three (3) hours, no more or less, the employee is not required to take a hot meal, if available, and may claim the five dollars (\$5.00) payment.

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

20.03 An employee shall not be required to work more than seven and one-half (7 ½) hours within an eight (8) hour period after commencing work.

20.04 The Hospital will endeavour to achieve the following objectives in the formulation of working schedules although the Union recognizes that it is not always possible to meet these objectives.

- (a) Employees will not be scheduled to work more than seven (7) consecutive days.
- (b) Except in those areas where the parties agree otherwise, no less than sixteen (16) consecutive hours shall be scheduled off between shift change without consent.
- (c) Except in those areas where the parties agree otherwise, to schedule at least one (1) weekend off in three (3) and, where the weekend is not granted on the fourth weekend, time worked shall be paid at the rate of time and one-half (1 ½) the employee's regular rate of pay for any time worked on such weekend.
- (d) Except in those areas where the parties agree otherwise, in the case of departments where employees are required to rotate on the day, evening and/or night shifts, the Hospital will endeavour to arrange shifts such that there will be a minimum of twenty-three (23) hours between the beginning of shifts and change-over of shifts and of thirty-nine (39) hours if there is one (1) day off and of sixty-three (63) hours if there are two (2) days off between the change-over of shifts.
- (e) Except in those areas where the parties agree otherwise, if seven (7) days are worked, in a row, without time off, then the employee's two (2) days off will be consecutive.

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

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

20.07 On the agreement of the Hospital at the request of the employee, the employee may be permitted to take compensating time off on the basis of one and one-half (1½) hours for each hour of overtime worked. Such compensating time off will be granted within sixty (60) days of the day on which overtime hours were worked, at a time determined by the Hospital and satisfactory to the employee. Where such time off cannot be scheduled within the sixty (60) day period referred to above, unless extended by agreement, the Hospital will pay for each such overtime hour worked.

20.08 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 four (4) hours of work or four (4) hours pay at the rate of time and one-half their regular hourly earnings. Where call-back is immediately prior to the commencement of their regular shift the call-back pay will only apply to the point of commencement of a regular shift at the rate of time and one-half after which they shall revert back to the regular shift.
- (b) Call-back shall cover all calls within the minimum four (4) hour period provided for under (a). If a second call takes place after (4) hours have elapsed from the time of the first call, it shall be subject to a second call back premium, but in no case shall an employee collect two call-back premiums within one such four (4) hour period, and to the extent that a call-back overlaps and extends into the hours of the regular shift, (a) shall apply.
- (c) Notwithstanding the foregoing an employee who has worked their full shift on a holiday and is called back shall receive the greater of 2 ½ times their regular straight time hourly rate for all hours actually worked on such call-back or four (4) hours pay at time and one-half their straight time hourly rate, subject to the other provisions set out above.

20.09 An employee who is required to remain available for duty on standby at any time outside of the scheduled working hours for that

particular employee, shall receive the amount of two dollars and ten cents (\$2.10) for each hour of standby duty provided that such employee can be contacted by telephone or other means of communication whenever needed during such period of standby and that such employee be prepared to undertake their assigned duties as expeditiously as possible when requested to do so.

20.10 Full-time employees who report for any scheduled shift will be granted at least four (4) hours of work or, if no work is available, will be paid at least four (4) hours except when work is not available due to conditions beyond the control of the Hospital. The reporting allowance outlined herein shall not apply whenever an employee has received not less than one (1) hour's prior notice not to report for work.

ARTICLE 21 - SHIFT AND WEEKEND PREMIUM

21.01 Employees who are required to work an afternoon or night shift shall be paid forty-five (45) cents per hour for each full and completed afternoon or night shift.

Shift premiums will not be paid for any hours in which an employee receives overtime premium and shift premium will not form part of the employee's straight time hourly rate.

21.02 Weekend Premium

Effective October 11, 1992 an employee shall be paid a weekend premium of forty-five cents (\$0.45) per hour for each hour worked between 2400 hours Friday to 2400 hours Sunday or such other forty-eight (48) hour period that the Hospital may establish. If an employee is receiving premium pay pursuant to a local scheduling regulation with respect to consecutive weekends worked, they will not receive weekend premium under this provision.

ARTICLE 22 - PAID HOLIDAYS

22.01(a) The following paid holidays will be recognized as holidays for employees:

| | |
|----------------|------------------|
| New Year's Day | Civic Holiday |
| Good Friday | Labour Day |
| Easter Monday | Thanksgiving Day |

Victoria Day
Dominion Day

Christmas Day
Boxing Day

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

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

22.02 An employee who is required to work on any of the foregoing designated holidays shall be paid at time and one-half (1½) the regular straight time hourly rate for all hours worked on such holiday. An employee who qualifies for a lieu day will be granted such lieu day within thirty (30) days following the date on which the holiday was observed. Such lieu day may be scheduled in conjunction with a scheduled weekend off, or days off, at a mutually agreeable time between the employee and their immediate supervisor. If the employee does not receive a day off in lieu, the employee shall be paid at time and one-half (1½) their regular straight time hourly rate for all hours worked on such holiday, plus a regular day's pay at the regular straight time hourly rate in lieu of an additional day off.

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

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

22.05 Where an employee is required to work authorized overtime in excess of their 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 (2½) times their regular straight time hourly rate for such additional authorized overtime.

ARTICLE 23 - VACATIONS

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

| <u>Continuous Full-time Service</u> | <u>Vacation Accrual</u> |
|-------------------------------------|-------------------------|
| Less than 2 years | 2.88 hours biweekly |
| 2 years but less than 5 years | 4.33 hours biweekly |
| 5 years but less than 15 years | 5.77 hours biweekly |
| 15 years but less than 25 years | 7.21 hours biweekly |
| 25 years or more | 8.65 hours biweekly |

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

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

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

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

23.05 An employee who leaves the employ of the Hospital for any reason shall be entitled to receive any unpaid vacation pay which is accrued to their date of separation unless they leave without giving at least two (2) weeks notice of termination in which case

they shall be entitled to the vacation pay calculated in accordance with the provisions of the Employment Standards Act, 1974.

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

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

ARTICLE 24 - HEALTH AND WELFARE

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

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

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

The plan will include Vision Care coverage to a maximum of \$60.00 per person every 24 months and hearing aid coverage to a maximum of \$300.00 per person per lifetime. Effective the first deduction date the month after date of written notice of ratification, the deduction for Extended Health Care will be \$15.00 Single and \$25.00 Family (currently \$10.00 and \$20.00 respectively). Vision Care will increase from \$60.00 to \$90.00 per person every 24 months and the Hearing Aide allowance will increase from \$300.00 per person per lifetime to \$500.00 per person per lifetime.

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

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

- (d) The policy of the Hospital to make available pension coverage for its employees subject to the provisions of the respective plans will be continued during the term of this Agreement.
- (e) The Hospital agrees to contribute one hundred percent (100%) of the billed premium of the Group Life Coverage premium up to a maximum of twice the annual salary for each eligible full-time employee in the active employ of the Hospital and in the bargaining unit, subject to the terms and conditions of the plan.
- (f) 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 Income Plan (HOODIP) brochure.

The Hospital will pay seventy-five percent (75%) of the billed premium towards coverage of eligible employees under **the** long-term disability portion of the Plan (HOODIP or equivalent), the employee paying the balance of the billed premium through payroll deduction.

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

- (g) The Hospital will contribute fifty percent (50%) of the billed premiums towards coverage of eligible employees in a group dental plan (Blue Cross Plan No. 9 - current O.D.A. Schedule or its equivalent, as determined by the Hospital), provided such employee shall pay the remaining premium through payroll deductions. Effective the first deduction date the month after date of written notice of ratification, the Hospital share of the Dental plan premiums will increase from 50% to 75%.

Participation by eligible employees in the plan shall be in accordance with the provisions of the plan, and subject to such provisions, shall be mandatory.

- (h) The Hospital agrees to contribute one hundred percent (100%) towards semi-private hospitalization insurance coverage (Blue Cross or equivalent).
- (i) The Hospital may at any time substitute another carrier for any Plan (other than O.H.I.P.) provided that the benefits provided thereby are substantially the same.
- (j) Benefits on Early Retirement

The Hospital will provide equivalent coverage to all employees who retire early and have not yet reached age 65 and who are in receipt of the Hospital's pension plan benefits on the same basis as is provided to active employees for semi-private, extended health care and dental benefits. The Hospital will contribute the same portion towards the billed premiums of these benefit plans as is currently contributed by the Hospital to the billed premiums of active employees. The early-retired employee's share towards the billed premium of the insured benefit plans will be deducted from his or her monthly pension cheque.

ARTICLE 25 - SICK LEAVE

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

25.02 The Hospital agrees to pay employees an amount equal to any loss of benefits under H.O.O.D.I.P. for the first two days of the fourth and subsequent period of absence in any calendar year.

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

25.04 Pay for Medical Certificates

The Hospital shall pay the full cost of any medical certificates required of an employee.

ARTICLE 26 - LEAVE OF ABSENCE

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

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

(c) 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 they are participating for the period of absence, except that the Hospital will continue to pay its share of the premiums for up to eighteen (18) months while an employee is in receipt of W.C.B.

benefits. Notwithstanding this provision, service shall accrue for a period of fifteen (15) weeks if an employee's absence is due to a disability resulting in W.C.B. benefits.

- (d) It is further understood that during such unpaid absence, credit for seniority for purposes of promotion, demotion, transfer, or lay-off shall be suspended and not accrue during the period of absence. Notwithstanding this provision, seniority shall accrue for a period of eighteen (18) months if an employee's absence is due to a disability resulting in W.C.B. benefits or LTD benefits or for a period of one (1) year if an employee's unpaid absence is due to an illness.
- (e) In the event the Hospital requires an employee to undergo a medical examination, the employee will be given reasonable unpaid time off to see their physician or to undergo the examination in the Hospital, whichever the employee prefers. Where the employee chooses to use their own physician and, in the opinion of the Hospital, the physician's report is inadequate and a further consultation is required, then the second visit will be on the employee's time or during working hours without pay.

26.02 Pregnancy Leave

- (a) Pregnancy leave will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision. The service requirement for eligibility for pregnancy leave shall be thirteen (13) weeks of continuous service.
- (b) The employee shall give written notification at least two (2) weeks in advance of the date of commencement of such leave and the expected date of return. At such time she shall also furnish the Hospital with the certificate of a legally qualified medical practitioner stating the expected birth date.
- (c) The employee shall reconfirm her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Hospital at least two (2) weeks in advance thereof.

- (d) The followins applies only to employees whose earnings (as defined in the Toronto Humber Memorial Hospital settlement) are less than \$30,000 (LICO) for the calendar year, or such other locally agreed annual period for determining LICO status.

Effective February 28, 1995 an employee who is on pregnancy leave as provided under this Agreement who has applied for and is in receipt of Unemployment Insurance pregnancy benefits pursuant to Section 18 of the Unemployment Insurance Act, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between ninety-three percent (93%) 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 plus any wage increase or salary increment that she would be entitled to if she were not on pregnancy leave.

The Hospital will pay the employee ninety-three percent (93%) of her normal weekly earnings during the first two (2) week period of the leave while waiting to receive Unemployment Insurance Benefits.

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

The followins applies only to "non-LICO" employees as defined by the Social Contract Act, 1993.

Effective on confirmation by the Unemployment Insurance Commission of the appropriateness of the Hospital's

Supplemental Unemployment Benefit (SUB) Plan, an employee who is on pregnancy leave as provided under this Agreement who has applied for and is in receipt of Unemployment Insurance pregnancy benefits pursuant to Section 18 of the Unemployment Insurance Act, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between seventy-five percent (75%) of her regular weekly earnings and the sum of her weekly Unemployment Insurance benefits and any other earnings. Such payment shall 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 plus any wage increase or salary increment that she would be entitled to if she were not on pregnancy leave.

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

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

26.03 Leave of Absence for Union Business

Leave of absence for Union business may be given without pay up to a total of twenty (20) days in any calendar year, provided at least two (2) weeks' notice in writing is given to the Hospital and such leave of absence does not interfere with the continuance of efficient operations in the Hospital. It is agreed that not more than three (3) employees shall be absent on such leave at the same time and not more than one (1) employee from the same department. It is understood and agreed the time spent in negotiations for the renewal of this Agreement or its successor shall not be considered as leave of absence for Union business for the purpose of this Article. The Hospital will make reasonable attempts to reschedule an employee's regular day off should they fall during a requested Union leave of absence.

26.04 Upon application by the Union, in writing, the Hospital will give reasonable consideration to a request for leave of absence without pay, to an employee elected or appointed to full-time Union office. It is understood that no more than one (1) employee in the bargaining unit may be on such leave at the same time. Such leave if granted shall be for a period of one (1) calendar year (in the case of the Union President, two (2) calendar years) from the date of appointment unless extended for a further specific period by agreement of the parties. Seniority and service shall accumulate during such leave to the maximum provided, if any, under the provisions of the Collective Agreement. It will become the responsibility of the employee for full payment of any applicable benefits in which the employee is participating during such leave of absence.

26.05 Parental Leave

- (a) Parental leave will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision. The service requirements for eligibility for parental leave shall be thirteen (13) weeks of continuous service.
- (b) **An** employee, who qualified for parental leave, other than an adoptive parent, shall give written notification at least two (2) weeks in advance of the date of commencement of such leave and the expected date of return.

- (c) **An** employee who is an adoptive parent shall advise the Hospital as far in advance as possible of having qualified to adopt a child, and shall request the leave of absence, in writing, upon receipt of confirmation of the pending adoption. If, because of late receipt of confirmation of the pending adoption, the employee finds it impossible to request the leave of absence in writing the request may be made verbally and subsequently verified in writing.

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

- (d) **An** employee shall reconfirm his/her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Hospital at least two (2) weeks in advance thereof.

- (e) The following applies only to employees whose earnings (as defined in the Toronto Humber Memorial Hospital settlement) are less than \$30,000 (LICO) for the calendar year, or such other locally agreed annual period for determining LICO status.

Effective February 28, 1995, any employee who is on parental leave as provided under this Agreement who has applied for and is in receipt of Unemployment Insurance parental benefits pursuant to Section 20 of the Unemployment Insurance Act, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between ninety-three percent (93%) of her regular weekly earnings and the sum of her weekly Unemployment Insurance benefits and any other earnings. Such payment shall commence following completion of the two-week Unemployment Insurance waiting period, and receipt by the Hospital of the employee's Unemployment Insurance cheque stub as proof that she is in receipt of Unemployment Insurance parental benefits and shall continue while the employee is in receipt of such benefits for a maximum period of ten (10) weeks. The employee's regular weekly earnings shall be determined by

multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours plus any wage increase or salary increment that she would be entitled to if she were not on parental leave.

The Hospital will pay the employee ninety-three percent (93%) of her normal weekly earnings during the first two (2) week period of the leave while waiting to receive Unemployment Insurance Benefits.

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

The following applies only to "non-LICO" employees as defined by the Social Contract Act, 1993.

Effective on confirmation by the Unemployment Insurance Commission of the appropriateness of the Hospital's Supplemental Unemployment Benefit (SUB) Plan, any employee who is on parental leave as provided under this Agreement who has applied for and is in receipt of Unemployment Insurance parental benefits pursuant to Section 20 of the Unemployment Insurance Act, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between seventy-five percent (75%) of her weekly Unemployment Insurance benefits and any other earnings. Such payment shall commence following completion of the two-week Unemployment Insurance waiting period, and receipt by the Hospital of the employee's Unemployment Insurance cheque stub as proof that she is in receipt of Unemployment Insurance parental benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of ten (10) weeks. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours plus any wage increase or salary increment that she would be entitled to if she were not on parental leave.

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

- (f) Credits for service and seniority shall accumulate for a period of up to eighteen (18) weeks while an employee is on parental leave.
- (g) The Hospital will continue to pay its share of the premiums of the subsidized employee benefits, including pension, in which the employee is participating for a period of up to eighteen (18) weeks while the employee is on parental leave.
- (h) Subject to any changes to the employee's status which would have occurred had he/she not been on parental leave, the employee shall be reinstated to his or her former duties, on the same shift in the same department, and at the same rate of pay.

ARTICLE 27 - BEREAVEMENT LEAVE

27.01 **An** employee who notifies the Hospital as soon as possible following a bereavement shall be granted up to three (3) consecutive days off, without loss of regular pay for scheduled hours from the date of death, up to and including the date of the funeral.

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

ARTICLE 28 - JURY DUTY

28.01 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

:hall not lose regular pay because of such attendance provided that the employee:

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

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 their regularly scheduled day off, the Hospital will attempt to reschedule the employee's regular day off, it being understood that any rescheduling shall not result in the payment of any premium pay. Where the Hospital is unable to reschedule the employee and, as a result, they are required to attend on a regular day off, they shall be paid for all hours actually spent at such hearing at the rate of time and one-half their regular straight time hourly rate subject to (a), (b), and (c) above.

Where the employee's attendance is required during a different shift than they are scheduled to work that day, the Hospital will attempt to reschedule the shift to include the time spent at such hearing. It is understood that any rescheduling shall not result in the payment of any premium pay.

Where the Hospital is unable to reschedule the employee and, as a result, they are required to attend during other than their regularly scheduled paid hours, they shall be paid for all hours actually spent at such hearing at their straight time hourly rate subject to (a), (b) and (c) above.

ARTICLE 29 - DEFINITIONS

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

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

ARTICLE 30 - TECHNOLOGICAL CHANGE/EQUIPMENT

30.01 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 their regular job.

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

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

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

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

30.06 Where the Hospital advises an employee in writing that it will be necessary for them to successfully complete a course or courses of study to obtain the necessary employment qualifications to maintain the position which they currently hold, the Hospital

:hall pay the cost of the course or courses which it so requires and shall grant the employee a leave of absence without loss of pay to write the examination of such courses.

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

ARTICLE 31 -HEALTH AND SAFETY

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

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

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

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

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

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



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

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

ARTICLE 32 - WORKERS' COMPENSATION

32.01 In the case of an accident which will be compensated by the Workers' Compensation Board, the Hospital will pay the employee's wages for the day of the accident.

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

ARTICLE 33 - DURATION, RENEWAL AND TERMINATION

33.01 This Agreement shall continue in effect until October 10, 1995, and shall continue automatically thereafter from year to year unless either party gives notice in writing to the other party within 90 days prior to the expiration date that it desires to amend or terminate this agreement.

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

33.03 If, pursuant to such negotiations, an agreement on the renewal or amendment is not reached prior to the current expiration date, this Agreement shall automatically be extended until consummation of a new Agreement or completion of the proceedings prescribed under the Labour Relations Act, R.S.O. 1980 c. 228 of the Province of Ontario as amended, and the Hospital Labour Disputes Arbitration Act, R.S.O. 1980 c. 205 as amended.

33.04 Notwithstanding the foregoing provisions, in the event the parties to this Agreement agree to negotiate for its renewal through the process of central bargaining, either party to this Agreement may give notice to the other party of its desire to bargain for amendments on local matters proposed for incorporation

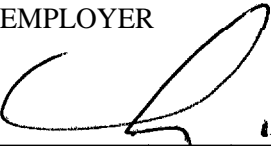
in the renewal of this Agreement not earlier than six (6) calendar months, nor later than three (3) calendar months prior to the normal termination date of this Agreement. Upon receipt of such notice by one party from the other, both parties will meet within fifteen (15) days thereafter for the purpose of bargaining on local matters.

It is understood and agreed that "local matters" means those matters which have been determined by mutual agreement between the Central Negotiating Committees respectively representing each of the parties to this Agreement as being subjects for local bargaining directly between the parties to this Agreement. It is also agreed that local bargaining shall be subject to such procedures as may be determined by mutual agreement between the Central Negotiating Committees referred to above.

Dated at Toronto this 4th day of June 19 98.

FOR THE EMPLOYER

FOR THE UNION



Cathie Brown

Rosemary Mei

BP/SP

SCHEDULE "A"

These rates apply only to "LICO" employees as defined by the Social Contract Act, 1993.

Classification Start 1 Year 2 Years 3 Years 4 Years

Group A

| | | | | | |
|------------|-----------|-------|-------|-------|--|
| Mail Clerk | Oct 11/93 | 13.84 | 14.08 | 14.35 | |
| | Oct 11/94 | 13.98 | 14.22 | 14.49 | |

Group B

| | | | | | |
|--------------|-----------|-------|-------|-------|--|
| File Clerk | Oct 11/93 | 14.03 | 14.28 | 14.54 | |
| Clerk Typist | Oct 11/94 | 14.17 | 14.42 | 14.69 | |

Group C

No positions

Group D

| | | | | | |
|----------------------|-----------|-------|-------|-------|--|
| Film Librarian | Oct 11/93 | 14.86 | 15.05 | 15.23 | |
| Health Records Clerk | Oct 11/94 | 15.01 | 15.20 | 15.38 | |

Junior Buyer
Jr. Accounting Clerk
Switchboard Operator

| | | | | | |
|---------------------|-----------|-------|-------|-------|-------|
| Pre-Screening Clerk | Oct 11/93 | 14.70 | 14.87 | 15.05 | 15.23 |
| | Oct 11/94 | 14.85 | 15.02 | 15.20 | 15.38 |

| | | | | | |
|------------------------------------|-----------|-------|-------|-------|---------|
| Secretary | Oct 11/93 | 14.09 | 14.32 | 14.84 | 15.23 |
| - Pharmacy | Oct 11/94 | 14.23 | 14.46 | 14.99 | 15.38** |
| - S.P.D. | | | | | |
| - Social Work | | | | | |
| - Purchasing | | | | | |
| - Acute Injuries | | | | | |
| - Regional Eval. Centre | | | | | |
| - Workforce Physical Rehab. Centre | | | | | |

| | | | | | |
|--------------------|-----------|-------|-------|-------|---------|
| Secretary, Dietary | Oct 11/93 | 14.09 | 14.32 | 14.84 | 15.23 |
| | Oct 11/94 | 14.23 | 14.46 | 14.99 | 15.38** |

Group E

| | | | | | | |
|--------------------------|-----------|-------|-------|-------|-------|---------|
| Jr. Computer | Oct 11/93 | 14.90 | 15.09 | 15.27 | | |
| Oper./ | Oct 11/94 | 15.05 | 15.24 | 15.42 | | |
| Receptionist | | | | | | |
| Intermediate | | | | | | |
| Accounting | | | | | | |
| Clerks | | | | | | |
| - Accounting Clerk | | | | | | |
| - Out-Pat WCB Billing | | | | | | |
| - Accounts Payable Clerk | | | | | | |
| Registration | Oct 11/93 | 14.75 | 14.92 | 15.10 | 15.27 | |
| Clerk | Oct 11/94 | 14.90 | 15.07 | 15.25 | 15.42 | |
| A.C.C.'s | | | | | | |
| Unit Secretaries | | | | | | |
| Medical Word | Oct 11/93 | 13.88 | 14.35 | 14.80 | 15.27 | |
| Processor | Oct 11/94 | 14.02 | 14.49 | 14.95 | 15.42 | |
| Senior | Oct 11/93 | 14.11 | 14.35 | 14.86 | 15.27 | |
| Secretary | Oct 11/94 | 14.25 | 14.49 | 15.01 | 15.42 | |
| - Maintenance | | | | | | |
| - Rehabilitation | | | | | | |
| - Cardio-Resp. | | | | | | |
| - Mental Health | | | | | | |
| - Educational Services | | | | | | |
| Payroll Clerk | Oct 11/93 | 13.91 | 14.28 | 14.62 | 14.97 | 15.27 |
| | Oct 11/94 | 14.05 | 14.42 | 14.77 | 15.12 | 15.42** |

Group F

| | | | | | | |
|----------------------|-----------|-------|-------|-------|--|--|
| Senior | Oct 11/93 | 16.53 | 16.73 | 16.91 | | |
| Accounting | Oct 11/94 | 16.70 | 16.90 | 17.08 | | |
| Clerk | | | | | | |
| - Uninsured | | | | | | |
| Billing Clk | | | | | | |
| - OHIP Billing Clerk | | | | | | |
| - In-Patient Billing | | | | | | |

| | | | | | | |
|---------------------------------|-----------|-------|-------|-------|-------|---------|
| Looking Sect'y | Oct 11/93 | 16.37 | 16.54 | 16.73 | 16.91 | |
| O.R. | Oct 11/94 | 16.53 | 16.71 | 16.90 | 17.08 | |
| Bed Allocation Clerk | | | | | | |
| Senior Medical Transcriptionist | | | | | | |
| Senior Registration Clerk | | | | | | |
| Senior Accounting Clerk | Oct 11/93 | 15.46 | 15.83 | 16.18 | 16.52 | 16.91 |
| - Posting Clerk | Oct 11/94 | 15.61 | 15.99 | 16.34 | 16.69 | 17.08 |
| Health Records Technician | Oct 11/93 | 15.45 | 15.81 | 16.17 | 16.56 | 16.91 |
| | Oct 11/94 | 15.60 | 15.97 | 16.33 | 16.73 | 17.08 |
| Buyer | Oct 11/93 | 15.41 | 16.02 | 16.36 | 16.75 | 16.91 |
| | Oct 11/94 | 15.56 | 16.18 | 16.52 | 16.92 | 17.08** |

**Salary range shown applies to new hires and incumbents not presently at maximum. General wage increases are applied to the incumbent's rate which may be higher than the rate specified.

Wage Implementation Note

In order to comply with the requirements of the Social Contract Act, 1993 and the award, employees eligible to be paid as per Wage Schedule "A" are those employees whose earnings (as defined in the Toronto Humber Memorial Hospital settlement) are less than \$30,000 (LICO) for the calendar year, or such other locally agreed annual period for determining LICO status. Employees determined as "non-LICO" will be paid as per Wage Schedule "B".

If, at the end of the calendar year it is determined that a "non-LICO" employee's earnings as per the LICO definition were less than \$30,000 annually, the employee shall receive a retroactive wage payment to the extent that the total of the items included for the purposes of earnings under the LICO definition, including wages, does not exceed \$30,000 for the calendar year.

If, at the end of the calendar year it is determined that a "LICO" employee's earnings as per the LICO definition were greater than \$30,000 annually, such employee shall repay to the Hospital the overpayment of wages received in the calendar year to the extent that to do so does not reduce annual LICO earnings below \$30,000. The Hospital may recover the money by payroll deduction, and the

employee and the Union agree that this repayment is hereby consented to, for the purposes of the Employment Standards Act.

SCHEDULE "B"

These rates apply only to "non-LICO" employees as defined by the Social Contract Act, 1993.

| Classification | Start | 1 Year | 2 Years | 3 Years | 4 Years |
|----------------|-------|--------|---------|---------|---------|
|----------------|-------|--------|---------|---------|---------|

Group A

| | | | | | |
|------------|-----------|-------|-------|-------|--|
| Mail Clerk | Oct 11/93 | 13.70 | 13.94 | 14.21 | |
| | Oct 11/94 | 13.70 | 13.94 | 14.21 | |

Group B

| | | | | | |
|--------------|-----------|-------|-------|-------|--|
| File Clerk | Oct 11/93 | 13.89 | 14.14 | 14.40 | |
| Clerk Typist | Oct 11/94 | 13.89 | 14.14 | 14.40 | |

Group C

No positions

Group D

| | | | | | |
|----------------------|-----------|-------|-------|-------|--|
| Film Librarian | Oct 11/93 | 14.71 | 14.90 | 15.08 | |
| Health Records Clerk | Oct 11/94 | 14.71 | 14.90 | 15.08 | |

Clerk

Junior Buyer

Jr. Accounting

Clerk

Switchboard Operator

| | | | | | |
|---------------------|-----------|-------|-------|-------|-------|
| Pre-Screening Clerk | Oct 11/93 | 14.55 | 14.72 | 14.90 | 15.08 |
| | Oct 11/94 | 14.55 | 14.72 | 14.90 | 15.08 |

| | | | | | |
|-----------|-----------|-------|-------|-------|---------|
| Secretary | Oct 11/93 | 13.95 | 14.18 | 14.69 | 15.08** |
|-----------|-----------|-------|-------|-------|---------|

| | | | | | |
|------------|-----------|-------|-------|-------|---------|
| - Pharmacy | Oct 11/94 | 13.95 | 14.18 | 14.69 | 15.08** |
|------------|-----------|-------|-------|-------|---------|

- S.P.D,

- Social Work

- Purchasing

- Educational

Services

- Acute Injuries

- Regional Eval. Centre

- Dietary

Group E

| | | | | | | |
|----------------------------------|-----------|-------|-------|-------|-------|-------|
| Jr. Computer Oper./ Receptionist | Oct 11/93 | 14.75 | 14.94 | 15.12 | | |
| | Oct 11/94 | 14.75 | 14.94 | 15.12 | | |
| Intermediate Accounting Clerks | | | | | | |
| - Accounting Clerk | | | | | | |
| - Out-Pat WCB Billing | | | | | | |
| - In-Patient Billing Clerk | | | | | | |
| - Accounts Payable Clerk | | | | | | |
| Registration Clerk | Oct 11/93 | 14.60 | 14.77 | 14.95 | 15.12 | |
| | Oct 11/94 | 14.60 | 14.77 | 14.95 | 15.12 | |
| A.C.C.'s Unit Secretaries | | | | | | |
| Medical Transcriptionist | Oct 11/93 | 13.74 | 14.21 | 14.65 | 15.12 | |
| | Oct 11/94 | 13.74 | 14.21 | 14.65 | 15.12 | |
| Senior Secretary | Oct 11/93 | 13.97 | 14.21 | 14.71 | 15.12 | |
| | Oct 11/94 | 13.97 | 14.21 | 14.71 | 15.12 | |
| - Maintenance | | | | | | |
| - Rehabilitation | | | | | | |
| - Cardio-Resp. | | | | | | |
| - Mental Health | | | | | | |
| Payroll Clerk | Oct 11/93 | 13.77 | 14.14 | 14.48 | 14.82 | 15.12 |
| | Oct 11/94 | 13.77 | 14.14 | 14.48 | 14.82 | 15.12 |

Group F

| | | | | | | |
|-------------------------|-----------|-------|-------|-------|-------|--|
| Senior Accounting Clerk | Oct 11/93 | 16.37 | 16.56 | 16.74 | | |
| | Oct 11/94 | 16.37 | 16.56 | 16.74 | | |
| - Uninsured Billing Clk | | | | | | |
| - OHIP Billing Clerk | | | | | | |
| Booking Sect'y O.R. | Oct 11/93 | 16.21 | 16.38 | 16.56 | 16.74 | |
| | Oct 11/94 | 16.21 | 16.38 | 16.56 | 16.74 | |
| Bed Allocation Clerk | | | | | | |

| | | | | | | |
|---------------------------|-----------|-------|-------|-------|-------|-------|
| Senior | Oct 11/93 | 15.31 | 15.67 | 16.02 | 16.36 | 16.74 |
| Accounting Clerk | Oct 11/94 | 15.31 | 15.67 | 16.02 | 16.36 | 16.74 |
| - Posting Clerk | | | | | | |
| Health Records Technician | Oct 11/93 | 15.30 | 15.65 | 16.01 | 16.40 | 16.74 |
| | Oct 11/94 | 15.30 | 15.65 | 16.01 | 16.40 | 16.74 |
| Buyer | Oct 11/93 | 15.26 | 15.86 | 16.20 | 16.58 | 16.74 |
| | Oct 11/94 | 15.26 | 15.86 | 16.20 | 16.58 | 16.74 |

**Salary range shown applies to new hires and incumbents not presently at maximum. General wage increases are applied to the incumbent's rate which may be higher than the rate specified.