

156 Employees

UNIT No. 217A

COLLECTIVE AGREEMENT

BETWEEN

**HUMBER RIVER REGIONAL HOSPITAL
(CLERICAL UNIT)
(PART-TIME)**

▪ AND ▪

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

EFFECTIVE: OCTOBER 11, 1993

EXPIRY: OCTOBER 10, 2001

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ARTICLE 1 - GENERAL PURPOSE

1.01 The purpose of this Agreement is to establish an orderly collective bargaining relationship between the Employer and the classifications of employees represented by the Union which will not interfere with the successful operation of the HUMBER RIVER REGIONAL HOSPITAL as a public service institution intended to provide the best possible hospital and clinical services to the general public.

1.02 The parties agree that, in accordance with the provisions of the Ontario Human Rights Code, there shall be no discrimination against any employee by the Union or by the Hospital.

ARTICLE 2 - RECOGNITION

2.01 The Union is hereby established as the sole collective bargaining agency for all office and clerical employees of HUMBER RIVER REGIONAL HOSPITAL in Metropolitan Toronto, regularly employed for not more than twenty-four hours per week and students employed during the school vacation periods, save and except supervisors and foremen, persons above the rank of supervisor and foreman, one secretary to each of the following: Executive Director, Assistant Executive Directors, Director of Purchasing, Business Office Supervisor, Admitting Supervisor, Communications Supervisor, Occupational Health Co-ordinator, and persons covered by subsisting collective agreements.

ARTICLE 3 - RELATIONSHIP

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

ARTICLE 4 - UNION SECURITY

4.01 All employees in the bargaining unit shall pay Union dues as determined by the Union from time to time as a condition of employment. Union dues shall be deducted in the first month following the month of commencement of employment. The amounts deducted are to be remitted by cheque to the Union no later than the 25th day of the month in which the deduction is made along with a list of names and social insurance numbers of employees from whom the deductions have been made.

In addition the Hospital will supply the Union with the mailing addresses of new employees when they are placed on the check-off for the first time.

4.02 It is mutually agreed that arrangements will be made for a Union Representative to interview each new employee in the month following the completion of his probationary period for the purpose of informing such an employee of the existence of the Union in the Hospital and the benefits accrued from membership in the Union. The Employer shall advise the Union monthly as to the names of the persons listed for interview and time and place on the premises of the Employer designated for each such interview, the duration of which shall not exceed fifteen (15) minutes. The Employer may, if it so desires, have a representative present at any such interview.

4.03 No person shall lose his job as a result of denial of Union membership or expulsion from the Union, except by reason of his failure to pay monthly Union dues uniformly levied on the membership.

4.04 The Union will save the Employer harmless from any and all claims which may be made by employees for amounts deducted from pay as herein provided.

ARTICLE 5 - NO STRIKES OR LOCK-OUTS

5.01 The Union agrees that there will be no strike, sit-down, slow down, picketing or other interference which will stop, curtail, or interfere with work and in the event of any such action taking place, it will instruct the employees involved to return to work and perform their usual duties, as well as to resort to the grievance procedure, established herein. The Employer agrees that there will **be** no lock-out of employees during the term of this Agreement.

ARTICLE 6 - NO CONTRACTING OUT

6.01 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.

6.02 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 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.

6.03 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.

6.04 Work of the Bargaining Unit

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

Note: The purpose of this clause is the protection of the work of the bargaining unit employees and not broadening of that work to other areas.

05 Employment Agencies

Prior to enlisting the services of an employment agency, the Hospital will attempt to contact part-time staff who would normally perform the duties in question.

6.06 Volunteers

- (a) The use of volunteers to perform bargaining unit work shall not be expanded beyond the extent of existing practice as of June 1, 1986.
- (b) Where a Hospital plans a drive to increase the number of volunteers, the Union must be given at least thirty (30) days notice of these plans and a special meeting of the local joint job security committee must be convened at least three (3) weeks prior to the initiations of such a drive.

ARTICLE 7 - MANAGEMENT RIGHTS

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, layoff, retire and suspend or otherwise discipline employees provided that a claim of discriminatory classification, promotion, demotion or transfer, or a claim that a part-time employee has been unjustly discharged or disciplined may be the subject of a grievance and dealt with in accordance with the Grievance Procedure;
- (c) establish and enforce rules and regulations to be observed by the 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 location of machines, the 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 two (2) representatives, one (1) of whom shall be the Chief Steward, for the purpose of negotiating amendments to this agreement. Should the Hospital agree to negotiate jointly with other hospitals, a maximum of one (1) of these representatives shall have the right to attend joint negotiations. All members of the committee shall be regular employees of the Hospital who have completed their probationary period.

ARTICLE 9 - CONSULTATION AND STEWARDS STRUCTURE

9.01 The Employer agrees to discuss matters of common interest with a Union Committee which shall consist of a Chief Steward and two (2) stewards selected by the Union, not more than two (2) of which committee members shall meet with management at any one time. The Employer shall be advised of the names of the members of this committee and shall be notified of any changes from time to time. All members of the committee shall be regular employees of the Hospital.

Labour-Management issues must first be referred to the Department Head and the Department Head be given an opportunity to respond before being tabled by the Union Committee at a labour-management meeting.

9.02 The Union acknowledges that the members of this committee must continue to perform their regular duties, and that as far as possible all activities of the committee will be carried on outside of the regular working hours unless otherwise mutually arranged.

It is agreed that a Union Representative of Local 204 may by mutual agreement between the parties, act as a member of the above committee.

9.03 The Employer will recognize a total of three (3) stewards as follows:

Business Office, Payroll	1
Lab and Radiology Clerks, Switchboard	1
Admitting, Medical Records	1

One of the above stewards would be recognized as a Chief Steward.

9.04 Stewards shall not leave their regular duties without first obtaining permission from their immediate supervisor. If in the performance of their duties a steward is required to deal with an employee in another department during working hours, the steward shall first request permission from the employee's Department Head. When resuming their regular duties such stewards shall again report to their immediate supervisor. Such permission shall not be unreasonably denied.

ARTICLE 10 - GRIEVANCE PROCEDURE

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

10.02 No grievance shall be considered:

- (a) which usurps the function of management, as set out in this Agreement, or,
- (b) where the circumstances giving rise to it occurred or originated more than seven (7) full calendar days before the filing of the grievance.

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

10.04 If an employee or group of employees has an unsettled complaint it may be taken up as a grievance within seven (7) full calendar days in the following manner and sequence:

Step #1

By the aggrieved employee or employees, who may request the assistance of his/her departmental steward, with the Department Head. The grievance shall be submitted in writing and a decision shall be given in writing within not more than five (5) full calendar days after receipt of the written grievance. Failing satisfactory settlement, then;

Step #2

Within five (5) full calendar days following the decision under Step #1; by the aggrieved employee or group of employees who may request the assistance of their departmental steward and the Chief Steward, with the Assistant Executive Director - Human Resources or his designate, at which time the written record of the grievance shall be submitted and the decision given in writing within not more than five (5) full calendar days after receipt of the written grievance. Failing satisfactory settlement, then;

Step #3

Within five (5) full calendar days following the decision under Step #2, the Union may submit the grievance to Step #3. A meeting will be held within five (5) full calendar days after receipt of the written record of the grievance, between a sub-committee composed of not more than two (2) members of the Union Consultation Committee and the Executive Director or his designate and a decision shall be given in writing within not more than seven (7) calendar days after such meeting. An official representative of the Union shall be entitled to be present at this step.

10.05 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.

10.06 Any difference arising directly between the Hospital and the Union as to the interpretation, application, administration or alleged violation of this agreement may be submitted in writing by either party at Step 2, and the procedure provided thereby shall appropriately apply to both parties. The provision of Article 10.06 may not be used with respect to a grievance affecting an employee which such employee could herself institute and the regular grievance procedure shall not be thereby passed.

10.07 Whenever any difference arising from the interpretation, application, administration, or alleged violation of this Agreement including any question as to whether a matter is arbitrable, cannot be settled within five (5) calendar days after it has been discussed at the meeting at Step #3, between the Union Consultation Committee and the Employer's representatives, such difference or question may be submitted to arbitration as hereinafter provided if the request is made in writing within ten (10) calendar days after the decision is given in Step #3.

10.08 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.

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 to this 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) calendar days thereafter notify the other party in writing of the name of its nominee to the Arbitration Board.

The two (2) nominees shall endeavour within ten (10) calendar days to agree upon a third member and Chairman of the Arbitration Board and it is understood that if the two (2) nominees fail to agree upon a Chairman, the Chairman shall be appointed by the Ontario Office of Arbitration.

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 its 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 it 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 Arbitrators to have access to any part of the Hospital to view any working conditions which may be relevant to the settlement of the grievance.

ARTICLE 12 - DISCHARGE CASES

12.01 A claim by a part-time employee who has successfully completed her/his probationary period that she/he has been unjustly discharged shall be treated as a grievance if a written statement of such grievance is lodged by the employee with the Executive Director or his designate within five (5) calendar days after the employee ceases to work for the Hospital. Such grievance will be taken up at a special meeting with the Union Consultation Committee, which will be held within five (5) calendar days of the receipt of the grievance.

12.02 Such special grievance may be settled by confirming the Employer's action in dismissing the employee, or by other arrangements which are just and equitable in the opinion of the conferring parties.

12.03 Any time limits in Articles 10, 11 and 12 may be waived by mutual consent of the parties.

ARTICLE 13 - EMPLOYER'S GRIEVANCE

13.01 It is understood that the Employer may bring forward at any meeting held with the Union Consultation Committee any complaint with respect to the conduct of the Union, its officers or Committee members, 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 14 - PROBATIONARY EMPLOYEES

14.01 An employee will be on probation until she/he has completed 450 hours worked in this bargaining unit. Upon completion of such probationary period, the employee's name shall be placed on the respective departmental seniority list and his seniority shall commence from the date of last hiring.

The dismissal of a probationary employee shall not be made the subject of a grievance.

14.02 With the written consent of the Hospital, the probationary employee, and the Local Union President or designate, such probationary period may be extended. Any extension agreed to will be in writing and will specify the length of the extension.

ARTICLE 15 - SENIORITY

15.01 Seniority is defined as hours worked by part-time employees from their last date of hire as a part-time employee.

15.02 It shall be the duty of the employee to notify the Hospital promptly of any change in his/her current name, mailing address and telephone number.

If an employee fails to do this, the Hospital will not be held responsible for failure of a notice sent by registered mail to reach such employee.

15.03 An employee shall lose all seniority and shall be deemed to be terminated if:

- (a) employee quits;
- (b) employee is discharged and the discharge is not reversed through the grievance or 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;

- (9) employee fails upon being notified of a recall to signify his intention to return within five (5) working days after he has received the notice of recall, and fails to report to work within ten (10) working days **after** he has received 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.

15.04 Effective February 28, 1995, part-time employees shall accrue seniority for a period of eighteen (18) months and service for a period of fifteen (15) weeks if absent due to a disability resulting in W.C.B. benefits, on the basis of what the employee's normal regular hours of work would have been.

15.05 Effective March 1, 1986 and for employees who transfer subsequent to March 1, 1986, an employee whose status is changed from full-time to part-time shall receive credit for his/her full service and seniority. Effective March 1, 1986 an employee whose status is changed from part-time to full-time shall receive credit for seniority and service on the basis of one year equals 1950 hours worked and will be enrolled in the employee benefit plans subject to meeting any waiting period or other requirements of those plans. Effective April 13, 1989, 1725 hours equal 1 year of service.

ARTICLE 16 - JOB POSTING

16.01 A vacancy shall be defined as an opening in a part-time job classification in a department where the number of part-time employees required by the Hospital in that job classification exceeds the number of part-time employees presently working in that classification.

16.02 Where a permanent vacancy occurs in a classification within the bargaining unit, or a new position within the bargaining unit is established by the Hospital, such vacancy shall be posted by the Hospital for a period of seven (7) days excluding Saturday, Sunday and Holidays. Vacancies created by the filling of an initial permanent vacancy within the bargaining unit shall be posted for a period of three (3) consecutive days excluding Saturday, Sunday and Holidays. All applications are to be made in writing within the posting period. The notice shall stipulate the qualifications, classification, rate and department concerned before new employees are hired in order to allow employees to apply. If no applications are received by 10:00 a.m. of the fourth (4th) day following the posting date, the Employer may start proceedings to secure applications from outside labour sources.

16.03 In the event two (2) or more employees apply for a posted vacancy, the Employer shall consider the skill, ability, physical ability, and job efficiency of the applicants. As between two (2) employees applicants of equal standing who have seniority, the employee with the greater seniority shall be given preference.

The Hospital reserves the right to hire outside help or to transfer or to promote persons presently in the employ of the Hospital, provided, in their opinion, the applicants for the vacancy are not qualified to perform the work required.

The Union acknowledges that in matters of promotion and transfers, within the Hospital, the Employer's considered judgement as to the efficiency and suitability of any employee for any particular task must be accepted and that the function of the Union in dealing with complaints or grievances arising out of such promotions and transfers will generally consist of satisfying itself that the procedures have been followed and that all relevant facts and circumstances have been adequately and justly considered by the Employer and any grievance arising out of the promotions and transfers and the filling of vacancies shall be confined to these considerations.

16.04 It is agreed that the successful applicant in the job bidding procedure referred to above will not be permitted to apply for any other posted job vacancy for a period of twelve (12) months.

This shall also apply to those employees who return to their previous job or equivalent job as a result of the application of Article 16.05.

16.05 An employee transferring to a new job under the provisions of the job posting system shall be on probation in the new job for a period of four hundred and fifty (450) hours worked.

16.06 Promotion to a Higher Classification

A part-time 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 he/she shall receive no less an increase in wage rate than the equivalent of one step in the wage rate of his/her previous classification (provided that he/she does not exceed the wage rate of the classification to which he/she has been promoted).

16.07 Temporary Employees

Employees may be hired for a specific 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 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 17 - JOB SECURITY - LAY-OFF AND RECALL

17.01(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 as soon as practicable and, in any event, in advance of such plans or proposals being finalized and notices of layoff being issued or other actions taken that would adversely affect the bargaining unit and through to the final phases of the process.

(b) Staff

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 President 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.

17.02 Notice of Lay-off

(a) Notice

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

(i) provide the Union with no less than six (5) months written notice of the proposed lay-off or elimination of position; and

(ii) provide to the affected **employee(s)**, if any, no less than six (5) months written notice of lay-off, or pay in lieu thereof.

Note: Where a proposed lay-off 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 lay-off.

(b) A layoff shall not include a reassignment of an employee from her or his classification or area of assignment who would otherwise be entitled to notice of layoff provided:

(i) the reassignment of the employee is to an appropriate permanent job with the employer having regard to the employee's skills, abilities, qualifications and training or training requirements;

(ii) the reassignment of the employee does not result in a reduction of the employee's wage rate or hours of work;

(iii) the job to which the employee is reassigned is located at the employee's original work site or at a nearby site in terms of relative accessibility for the employee;

(iv) the job to which the employee is reassigned is on the same or substantially similar shift or shift rotation; and

(v) where more than one employee is to be reassigned in accordance with this provision, the reassigned employee shall be entitled to select from the available appropriate vacancies to which they are being reassigned in order of seniority provided no such selection causes or would cause a layoff or bumping.

The hospital bears the onus of demonstrating that the foregoing conditions have been met in the event of a dispute. The Hospital shall also reasonably accommodate any reassigned employee who may experience a personal hardship arising from being reassigned in accordance with this provision.

(c) Any vacancy to which an employee is reassigned pursuant to paragraph (b) need not be posted.

17.03 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 17.02, notice for the purposes of severance pay under Article 17.03(a) is to be calculated on the basis of two (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 twelve (12) weeks as applicable.

(b) Retirement Allowance

Prior to issuing notice of layoff pursuant to Article 17.02(a)(ii) in any classification(s), the Hospital will offer early retirement allowance to a sufficient number of employees eligible for early retirement under HOOPP 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 17.02(a)(ii).

Within thirty (30) days from the date of notice of layoff, an employee who has received notice of layoff of 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 on one (1) weeks 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 every 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 layoffs 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.

17.04 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 the names and addresses of laid off employees who have expressed an interest in working at other Participating Hospitals **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.

17.05 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 he 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 so 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 he has the ability to perform the work before such opening is filled on a regular basis under a job posting procedure. The posting procedure in the collective agreement shall not apply until the recall process has been completed.
- (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.
- (9) 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 his 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.

17.06 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 18 - SENIORITY LISTS

18.01 The Employer shall supply the Union and the Chief Steward with an up to date seniority list in the month of January of each year during the lifetime of this Agreement. Such list is to contain the names of the part-time employees, their classification, and their respective amounts of seniority.

ARTICLE 19 - BULLETIN BOARDS

19.01 The Hospital agrees to supply and make available to the Union for the posting of Union notices the same bulletin board utilized for the full-time employees at HUMBER RIVER REGIONAL HOSPITAL represented by the Union. It is agreed that no notice will be posted on the bulletin board without the prior approval of the Vice President - Human Resources or Manager of Human Resources.

ARTICLE 20 -JOB CLASSIFICATION

20.01(a) A job classification will not be changed for the purpose of evading payment of the minimum rates hereinafter set out.

- (b) In the event a new job classification within the scope of the bargaining unit is established during the lifetime of this Agreement, the Employer shall set an interim wage rate thereto and so notify the Union. At the request of the Union the parties shall then meet and endeavour to agree upon the wage rate within a period of thirty (30) days after such notification. Such rate shall be set in an amount which, having regard to job content, has an appropriate relationship to the other rates in the wage schedule.

Should the parties be unable to agree upon such rate within the foregoing period of thirty (30) days, the matter may, within a further period of ten (10) calendar days thereafter, be referred by either party to arbitration for final determination, in accordance with the criterion mentioned above in this paragraph and in accordance with the arbitration provisions of this Agreement.

ARTICLE 21 -WAGES

21.01 The occupational classifications and wage rates are set out in Appendix " A which is attached hereto and forms part of this Agreement.

21.02 A person who becomes categorized as a part-time employee shall be assigned the start rate for his/her assigned classification and such employee will progress to the next level on the salary scale shown on Appendix "A" upon completion of the applicable number of hours worked as a part-time employee from the date he/she became so categorized and provided the Employer is satisfied that the employee's performance on the job merits such progression on the salary scale.

21.03 Notwithstanding Article 20.02 a part-time employee may, in the discretion of the Employer, be assigned that higher wage rate in the wage progression scale for his/her assigned classification which, in the judgment of the Employer, is appropriate having regard to his/her qualifications and ability. Such employee for purposes of wage progression only, shall be deemed to have worked the number of hours which are required to qualify for that higher wage rate so assigned.

21.04 Temporary Transfers

Where a part-time employee is assigned temporarily to perform the duties and assume the responsibilities of a higher paying position in the bargaining unit for a period in excess of three and three-quarter (3 3/4) hours, he/she shall be paid the rate immediately above his/her current rate in the salary scale of the higher classification to which he/she was assigned from the commencement of the shift on which he/she was assigned the higher paying position.

21.05 Where the Employer temporarily assigns an employee to carry out the assigned responsibilities of a classification outside the bargaining unit for a period in excess of three and three-quarter (3 3/4) hours, the employee shall receive an allowance of three dollars and thirty-seven cents (\$3.37) for each shift from the time of the assignment.

21.06 Experience Pay

An employee hired by the Hospital with recent and related clerical experience may claim at the time of hiring on a form supplied by the Hospital consideration of such experience. Any such claim shall be accompanied by verification of previously related experience. The Hospital shall then evaluate such experience during the probationary period. Where, in the Hospital's opinion such experience is relevant, the employee shall be slotted in that step of the wage progression consistent with one year's service for every one year of related experience in the classification on the completion of the employee's probationary period. It is understood and agreed that this shall not constitute a violation of the wage schedule in the collective agreement.

ARTICLE 22 - PAY DAY

22.01 The Employer agrees that wages will be paid by bank deposit each two (2) weeks on Thursday, except when interfered with by the occurrence of a paid holiday when the regular pay day may be delayed one (1) day.

ARTICLE 23 - ACCOMMODATION

23.01 When employees bring their own lunch, a cafeteria will be provided. Locker facilities will be provided when they are available for employees.

23.02 Where employees are required to wear uniforms while on duty, such uniforms will be supplied, laundered and repaired by the Employer as may, in its discretion, reasonably be necessary. It is understood that uniforms are intended only to be worn during working hours and abuse of uniforms is a cause for discipline.

ARTICLE 24 - RELIEF AND BREAK PERIODS

24.01 All employees working a shift ~~of four~~ (4) hours will be allowed a maximum rest period of fifteen (15) minutes without loss of pay at a time to be determined by the Employer. All employees working a seven and one-half (7) hour shift will be allowed two (2) rest periods of fifteen (15) minutes each without loss of pay at times to be determined by the Employer.

ARTICLE 25 - HOURS OF WORK

25.01 The hours of work shall be as scheduled by the Employer but the Employer does not guarantee any hours of work in any week for any employee.

25.02 Authorized time worked by an employee in excess of seven and one-half (7 1/2) hours in a day or seventy-five (75) hours in a **bi-weekly** pay period shall be paid at the rate of one and one-half (1 1/2) times the employee's basic straight time hourly rate of pay provided, however, no overtime premium will be paid for overtime on an exchange of shifts mutually agreed to between two (2) employees where approved by the Hospital.

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

When an employee is required to and does work for three (3) ~~or~~ more hours of overtime after his normal shift, he shall be provided with a hot meal or five dollars (\$5.00) if the Hospital is unable to provide the meal or has been unable to schedule a meal break during the overtime period.

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

Call-back shall not be considered as hours worked for the purpose of this Article.

Overtime premium will not be duplicated nor pyramided nor shall other premiums be duplicated nor pyramided.

25.03 At the request of a part-time employee, such employee may be permitted to take compensating time off in lieu of overtime on the basis of one and one-half (1 1/2) hours for each hour of overtime worked. Such compensating time off shall be taken within thirty (30) days of the day on which the overtime hours were worked at a time mutually agreed to between the Hospital and the employee concerned. Where the Hospital and the employee are unable to mutually agree upon a time within the thirty (30) day period within which to take the time off, the Employer will make the appropriate overtime payment to the employee unless the Hospital and the employee agree to extend the thirty (30) day period within which time off could be taken.

25.04 The Hospital agrees to post schedules of work for regularly scheduled part-time employees no less than one (1) week and preferably ~~two~~ (2) weeks in advance of the commencement of the schedule.

25.05 The Employer may allow an exchange of shifts at the request of the two (2) employees, provided that its approval is obtained in advance and that no additional cost of the Employer results from such an exchange of shifts.

ARTICLE 26 - SHIFT PREMIUM

26.01 Employees shall be paid retroactive to April 1, 1988 a shift premium of forty-five cents (45 cents) per hour for all hours worked where the majority of their scheduled hours fall between 1500 and 0700 hours.

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

26.03 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, he/she will not receive weekend premium under this provision.

26.04 Responsibility Outside the Bargaining Unit

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

ARTICLE 27 - HOLIDAYS

27.01(a) The following holidays will be recognized as holidays on the day they are officially observed:

New Year's Day	Civic Holiday
Heritage Day*	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Remembrance Day	Employee Birthday

*Heritage Day will be observed on the second Monday in February each year.

In the event that another public holiday is brought about by legislation, the Hospital's liability shall be limited to twelve (12) holidays and accordingly one of the holidays listed above will be deleted and replaced by the new public holiday brought about by legislation.

27.02 An employee shall receive time and one-half (1 1/2) his regular straight time hourly rate of pay for all hours worked on any holiday referred to in Article 27.01 above.

27.03 The provisions of the Employment Standards Act which determine entitlement to "public holidays" shall be applied to determine an employee's entitlement to the holidays listed in Article 27.01.

27.04 A shift that begins or ends during the 24 hour period of a holiday where the majority of hours worked falls within the holiday, shall be deemed to be work performed on the holiday for the full period of the shift.

27.05 Where an employee is required to and does work for three or more hours of overtime beyond his/her normal shift, he/she shall be entitled to a meal allowance of \$5.00.

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

ARTICLE 28 - VACATIONS

28.01 The vacation entitlement for part-time employees shall be as follows:

A part-time employee who has completed less than 5,175 hours of continuous service as of June 30th, shall receive 4% of gross earnings.

A part-time employee who has completed 5,175 hours but less than 13,800 hours of continuous service as of June 30th, shall receive 6% of gross earnings.

Effective in the vacation year where the date for determining vacation entitlement in the individual Hospital falls on or after March 31, 1990, the service requirement for 6% of gross earnings shall be 3,450 hours of continuous service.

A part-time employee who has completed 13,800 hours but less than 25,875 hours of continuous service as of June 30th, shall receive 8% of gross earnings.

Effective in the vacation year where the date for determining vacation entitlement in the individual Hospital falls on or after March 31, 1990, the service requirement for 8% of gross earnings shall be 10,350 hours of continuous service.

Effective in the vacation year where the date for determining vacation entitlement falls on or after March 31, 1991, the service requirement for 8% of gross earnings shall be 8,625 hours of continuous service.

A part-time employee who has completed 25,875 hours but less than 43,125 hours of continuous service as of June 30th, shall receive 10% of gross earnings.

A part-time employee who has completed 43,125 hours of continuous service or more as of June 30th, shall receive 12% of gross earnings.

For the purpose of this Article, gross earnings include, in part, percentage in lieu of benefits and exclude vacation pay.

Employees hired prior to October 10, 1986 will be credited with the service they held under the Agreement expiring November 15, 1985.

28.02 Vacation pay will normally be paid prior to October 1st in any year or at the time the employee takes his/her vacation provided that such vacation is taken prior to October 1st.

28.03 Part-time employees who terminate their employment with the Hospital with less than two (2) weeks notice will be entitled to vacation pay upon termination calculated in accordance with the provisions of the Employment Standards Act.

28.04 Borrowing Vacation Credit

Employees who have exhausted their vacation entitlement and have earned vacation credit during the current vacation year may, in exceptional circumstances, request from their manager to be advanced one week of vacation from their current accumulated vacation credit.

28.05 Vacation Planner

A vacation planner will be posted February 15th to March 31st to cover the period of July 1st to June 30th. Requested vacation time shall be confirmed by April 15th. Request for available vacation time made before March 31st shall be granted in accordance with seniority provided that it does not interfere with efficient operations. Request for vacation time following March 31st shall be granted on a first come first serve basis provided that it does not interfere with efficient operations.

All vacation requests shall be submitted in writing.

ARTICLE 29 - MINIMUM REPORTING PAY

29.01 A part-time employee who reports for work at his/her scheduled starting time, not having been previously notified not to report to work, shall be given employment in any work made available or when work is not available will be paid on the basis of fifty per cent (50%) of the normal pay that he/she would have earned during the shift in question up to a maximum of three and three-quarter (3 3/4) hours pay at his/her regular straight time hourly rate.

The obligation on the Employer in this clause shall not apply when work is not available due to conditions beyond the control of the Hospital or when the employee has failed to keep the Hospital informed of his/her current telephone number or address or where the employee fails to report for work as scheduled on his/her shift immediately prior to the shift for which he/she claims reporting pay and has failed to notify the Employer of his/her intent to report for work on the shift for which he/she is claiming reporting pay.

ARTICLE 30 - CALL BACK PAY

30.01(a) Where a part-time employee is called back to work after having completed a regular shift and prior to the commencement of his/her next regular shift, he/she shall receive a minimum of four (4) hours of work or four (4) hours pay at the rate of time and one-half (1 1/2) his/her regular straight time hourly rate. Where such call back is immediately prior to the commencement of his/her regular shift, the call back pay at the rate of time and one-half (1 1/2) his/her regular straight time hourly rate will only apply up to the point of commencement of his/her regular shift and at the point of commencement of his/her regular shift his/her rate of pay shall revert back to his/her regular shift.

(b) Call back pay shall cover all calls within the minimum four (4) hour period provided for under Article 30.01 (a) above.

If a second call takes place after four (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 a regular part-time employee collect two (2) call back premiums within one (1) such four (4) hour period and to the extent that a call back overlaps and extends into the hours of his/her regular shift, the relevant provision of Article 30.01(a) above shall apply.

(c) Notwithstanding the foregoing an employee who has worked his full shift on a holiday and is called back shall receive the greater of 2 times his regular straight time hourly rate for all hours actually worked on such call-back or four (4) hours pay at time and one-half his straight time hourly rate, subject to the other provisions set out above.

30.02 Stand-by Pay

(a) A part-time employee who is required to remain available for duty on stand-by outside the normal working hours for that particular employee shall receive stand-by pay in the amount of one dollar and forty cents (\$2.10) per hour for all hours on stand-by.

(b) When a part-time employee is called in to work the stand-by allowance per shift shall remain payable.

ARTICLE 31 - LEAVE OF ABSENCE

31.01 The Employer may grant leave of absence without pay to a regular part-time employee for valid personal reasons, provided that such a request is made in writing at least two (2) weeks in advance if possible.

31.02 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 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 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 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, 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 on the basis of what the employees normal regular hours of work would have been.
- (9) The Hospital will continue to pay its share of the contributions of the pension plan 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.

31.03 Parental Leave

- (a) Parental leaves 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 parental leave shall be thirteen (13) weeks of continuous service.
- (b) An employee, who qualifies 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 or 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 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 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 on the basis of what the employee's normal regular hours of work would have been.
- (g) The Hospital will continue to pay its share of the contributions of the pension plan in which the employee is participating, for a period of 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 or 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.

31.04 Leave of Absence for Union Business

- (a) Leave of absence for Union Business may be given without pay up to a total of fifteen (15) 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 the efficient operations of the Hospital. It is agreed that not more than two (2) 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 that the time spent in negotiations for this agreement or its successor shall not **be** considered as a leave of absence for Union Business for the purpose of this article.
- (b) Where an employee is on leave of absence requested by the Union, the Employer will pay the regular salary to the employee and invoice the Union the employee's lost time.
- (c) Same as Full-time clerical Article 35.03(c).

31.05 Full-time Union Leave of Absence

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 not more than one (1) employee in the bargaining unit may be on such leave at the same time. Such leave, if granted, shall be for a period of one (1) calendar year (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.

ARTICLE 32 - BEREAVEMENT LEAVE

32.01 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 his regular pay for his scheduled hours from the date of death up to and including the date of the funeral of a member of his immediate family. "Immediate family" means parent, brother, sister, spouse, son, daughter, son-in-law, daughter-in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent, grandchild, guardian or step-parent.

ARTICLE 33 - COURT ATTENDANCE

33.01 If a part-time 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 part-time employee's duties at the Hospital, the part-time employee shall not lose the pay he/she would have received for scheduled work because of such attendance where he/she was scheduled to work provided he/ she;

- (a) notifies the Hospital immediately upon notification that he/she will be required to attend a court;
- (b) presents proof of service requiring his/her attendance;
- (c) deposits with the hospital the full amount of compensation received (excluding mileage, travelling and meal allowances) and an official receipt therefor.

33.02 In addition to the foregoing, where an employee is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the employee's duties at the Hospital on his regularly scheduled day off, the Hospital will attempt to 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, he is required to attend on a regular day off, he shall be paid for all hours actually spent at such hearing at the rate of time and one-half his regular straight time hourly rate subject to (a), (b) and (c) above.

ARTICLE 34 - EDUCATION AND TRAINING PAY

34.01 Where the Hospital advises a part-time employee in writing that it will be necessary for him/her to successfully complete a course or courses of study to obtain the necessary employment qualifications to maintain the position which he/she currently holds, the Hospital shall pay the cost of the course or courses which it so requires and shall grant the part-time employee a leave of absence without loss of pay to write the examinations for such courses provided the part-time employee was scheduled to work on the day the exams are written.

ARTICLE 35 - BENEFITS

35.01 A part-time employee shall receive in lieu of all benefits an amount equal to 12% of her/his straight time hourly rate for all straight time hours paid, effective from March 1, 1986.

35.02 Effective date of ratification, a part-time employee shall receive in lieu of all fringe benefits (being those benefits to an employee, paid in whole or part by the Hospital, as part of direct compensation or **otherwise**, including holiday pay, save and except salary, vacation pay, standby pay, call back pay, reporting pay, responsibility allowance, jury and witness duty, bereavement pay and maternity supplemental unemployment benefits) an amount equal to 14% of his/her regular straight time hourly rate for all straight time hours paid.

ARTICLE 36 - TECHNOLOGICAL CHANGE

36.01 Technological changes means the automation of equipment, or the mechanization or automation of operations, or the replacement of equipment of machinery which result in the displacement of an employee from his/her regular job.

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

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

36.04 Employees who have worked 1725 or more hours in the bargaining unit and who are subject to lay-off under conditions referred to above, will be given notice of the impending change in employment status at the earliest reasonable time in keeping with the notification to the Union as set forth above and the requirements of the applicable legislation.

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

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

ARTICLE 37 - HEALTH AND SAFETY

- 37.01** (a) 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.
- (b) 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 recognizing its responsibilities under the applicable legislation.
- (c) 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.
- (d) The Hospital agrees to co-operate reasonably in providing necessary information to enable the Committee to fulfill its functions.
- (e) 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.
- (f) Any representative appointed or selected in accordance with (b) 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 time so spent attending such meetings shall be deemed to be work time for the representative(s) shall be paid by the Hospital at his regular or premium rate as may be applicable.
- (g) The Union agrees to endeavour to obtain the full co- operation of its membership in the observation of all safety rules and practices.
- (h) Pregnant employees may request to be transferred from their current duties if, in the professional opinion of the employee's physician, the pregnancy may be at risk. If such a transfer is not feasible, the pregnant employee, if she so requests, will be granted an unpaid leave of absence before commencement of the maternity leave referred to in Article 31.02.
- (i) Where the Hospital identifies high risk areas where employees are exposed to Hepatitis B, the Hospital will provide, at no cost to the employees, a Hepatitis B vaccine.

ARTICLE 38 - ACCESS TO FILES

38.01 Each employee shall have access to his file once per year for the purpose of reviewing any evaluations or formal disciplinary notations contained therein in the presence of his supervisor. The employee must give his supervisor two working days' notice of his desire to have access to his file. A copy of the evaluation will be provided to the employee at his request.

ARTICLE 39 - PAY FOR MEDICAL CERTIFICATES

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

ARTICLE 40 - DURATION, RENEWAL, AND TERMINATION

40.01 This Agreement shall continue in effect until October 10, 2001 and shall continue automatically thereafter during annual period of one year each unless either party notifies the other in writing within ninety (90) days next preceding the expiry date that it desires to amend or terminate this Agreement.

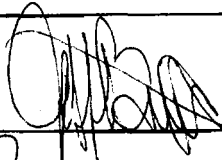
40.02 In the event of such notification being give as to amendment of the agreement, negotiations between the parties shall begin within thirty (30) days or as mutually agreed to following such notification.

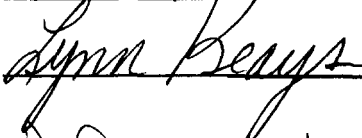
40.03 If, pursuant to such negotiations, an agreement on the renewal or amendment of this agreement is not reached prior to the current expiration date, this agreement shall automatically be extended until consummation of a new agreement or completion of the proceedings prescribed under the appropriate Ontario statutes.

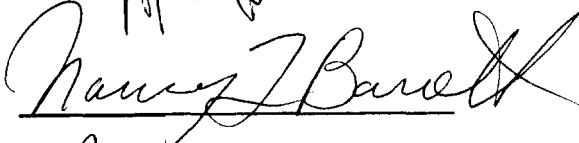
DATED AT TORONTO, ONTARIO, THIS 13 DAY OF February 2001.

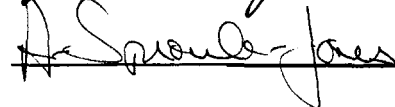
For SEIU, Local 204

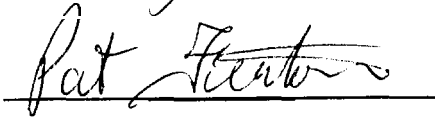
For the Hospital











SCHEDULE " A

HUMBER RIVER REGIONAL HOSPITAL

S.E.I.U. CLERICAL RATES
PART-TIME

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

<u>Classifications</u>	Effective April 1/94	Effective April 1/95
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Clerk Filing
Microfilm Clerk
Clerk-Typist I
File Librarian
Discharge Clerk

Start	\$14.09	\$14.23
1 Year	14.30	14.44
2 Years	14.50	14.64
3 Years	14.73	14.88

Switchboard Operator

Start	\$13.89	\$14.03
1 Year	14.10	14.24
2 Years	14.38	14.52
3 Years	14.71	14.86

Clerk Typist - Engineering

Start	\$14.27	\$14.41
1 Start	14.48	14.62
2 Years	14.68	14.83
3 Years	15.01	15.16

Clerk Typist - In-Patient

Start	\$14.54	\$14.68
1 Year	14.76	14.91
2 Years	14.96	15.11
3 Years	15.19	15.34

Clerk Typist Ambulatory/
Fracture Clinidout-Patients

Start	\$13.68	\$13.82
1 Year	13.89	14.09
2 Years	14.11	14.25
3 Years	14.32	14.46

Cashier- Business Office
Clerk- Admitting
Clerk-Medical Records
Clerk-Receptionist
Clerk-Typist II

Start	\$13.82	\$13.96
1 Year	14.07	14.21
2 Years	14.33	14.47
3 Years	14.72	14.87

Clerk- Accounts Receivable
Clerk-P.A.R.T. Program
Clerk-Typist-Volunteer Services

Start	\$14.27	\$14.41
1 Year	14.52	14.66
2 Years	14.80	14.95
3 Years	15.19	15.34

Clerk Typist-Health Records

Start	\$14.08	\$14.22
1 Year	14.33	14.47
2 Years	14.60	14.75
3 Years	14.99	15.14

Clerk-OHIP
Clerk-Statistic

Start	\$14.16	\$14.30
1 Year	14.51	14.65
2 Years	14.84	14.99
3 Years	15.19	15.34

File Clerk - Blood Bank

Start	\$13.71	\$13.85
1 Year	13.92	14.06
2 Years	14.13	14.27
3 Years	14.35	14.49

Clerk-Accounts Payable
Clerk-General Accounting
Secretary-Purchasing
Secretary - Laboratory

Start	\$13.91	\$14.05
1 Year	14.33	14.47
2 Years	14.78	14.93
3 Years	15.21	15.36

Medical Dicta-Typist
Secretary-Nuclear Medicine

Start	\$14.84	\$14.99
1 Year	15.24	15.39
2 Years	15.67	15.83
3 Years	16.12	16.28

Advance Medical Dicta Typist
Clerk Radiology
Medical Records Technician
Clerk-Payroll

Start	\$14.87	\$15.02
1 Year	15.31	15.46
2 Years	15.70	15.86
3 Years	16.12	16.28

Computer Operator

Start	\$14.31	\$14.45
1 Year	14.76	14.91
2 Years	15.15	15.30
3 Years	15.55	15.70

A.C.C. I

Start	\$14.19	\$14.33
1 Year	14.51	14.65
2 Years	14.84	14.99
3 Years	15.01	15.16

A.C.C. II

Start	\$13.78	\$13.92
1 Year	14.09	14.23
2 Years	14.41	14.55
3 Years	14.58	14.72

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"

HUMBER RIVER REGIONAL HOSPITAL

S.E.I.U. CLERICAL RATES

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

<u>Classifications</u>	Effective April 1/94	Effective April 1/95
Clerk Filing		
Microfilm Clerk		
Clerk-Typist I		
File Librarian		
Discharge Clerk		
Start	\$13.95	\$13.95
1 Year	14.16	14.16
2 Years	14.36	14.36
3 Years	14.59	14.59
Switchboard Operator		
Start	\$13.75	\$13.75
1 Year	13.96	13.96
2 Years	14.24	14.24
3 Years	14.57	14.57
Clerk Typist - Engineering		
Start	\$14.13	\$14.13
1 Start	14.34	14.34
2 Years	14.54	14.54
3 Years	14.86	14.86
Clerk Typist - In-Patient		
Start	\$14.40	\$14.40
1 Year	14.61	14.61
2 Years	14.81	14.81
3 Years	15.04	15.04

Clerk Typist Ambulatory/
Fracture Clinidout-Patients

Start	\$13.55	\$13.55
1 Year	13.75	13.75
2 Years	13.97	13.97
3 Years	14.18	14.18

Cashier- Business Office
Clerk- Admitting
Clerk-Medical Records
Clerk-Receptionist
Clerk-Typist II

Start	\$13.68	\$13.68
1 Year	13.93	13.93
2 Years	14.19	14.19
3 Years	14.58	14.58

Clerk- Accounts Receivable
Clerk-P.A.R.T. Program
Clerk-Typist-Volunteer Services

Start	\$14.13	\$14.13
1 Year	14.38	14.38
2 Years	14.65	14.65
3 Years	15.04	15.04

Clerk Typist-Health Records

Start	\$13.94	\$13.94
1 Year	14.19	14.19
2 Years	14.46	14.46
3 Years	14.84	14.84

Clerk-OH1P
Clerk-Statistic

Start	\$14.02	\$14.02
1 Year	14.37	14.37
2 Years	14.69	14.69
3 Years	15.04	15.04

File Clerk - Blood Bank

Start	\$13.58	\$13.58
1 Year	13.78	13.78
2 Years	13.99	13.99
3 Years	14.21	14.21

Clerk-Accounts Payable

**Clerk-General Accounting
Secretary-Purchasing
Secretary - Laboratory**

Start	\$13.77	\$13.77
1 Year	14.19	14.19
2 Years	14.63	14.63
3 Years	15.06	15.06

**Medical Dicta-Typist
Secretary-Nuclear Medicine**

Start	\$14.69	\$14.69
1 Year	15.09	15.09
2 Years	15.52	15.52
3 Years	15.96	15.96

**Advance Medical Dicta Typist
Clerk Radiology
Medical Records Technician
Clerk-Payroll**

Start	\$14.72	\$14.72
1 Year	15.16	15.16
2 Years	15.55	15.55
3 Years	15.96	15.96

Computer Operator

Start	\$14.17	\$14.17
1 Year	14.61	14.61
2 Years	15.00	15.00
3 Years	15.40	15.40

A.C.C. I

Start	\$14.05	\$14.05
1 Year	14.37	14.37
2 Years	14.69	14.69
3 Years	14.86	14.86

A.C.C. II

Start	\$13.64	\$13.64
1 Year	13.95	13.95
2 Years	14.27	14.27
3 Years	14.44	14.44

WAGE IMPLEMENTATION JOT

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.

**APPENDIX C – S.E.I.U. PART-TIME CLERICAL RATES
FROM 04/01/96 – 10/10/01**

CLASSIFICATION	DATE	START	STEP1	STEP 2	STEP3	STEP4
• LAB CLERK (CHURCH)	04/01/96	13.74	14.02	14.31	14.60	
	04/01/97	13.88	14.16	14.45	14.75	
	10/11/97	13.95	14.23	14.52	14.82	
	04/01/98	14.09	14.37	14.67	14.97	
	10/11/98	14.23	14.51	14.82	15.12	
	04/01/99	14.37	14.66	14.97	15.27	
	10/11/99	14.51	14.81	15.12	15.42	
	10/11/00	14.80	15.106	15.42	15.728	
• DIETARY CLERK • PURCHASING CLERK • RADIOLOGY CLERK	04/01/96	13.91	14.20	14.49	14.77	
	04/01/97	14.05	14.34	14.63	14.92	
	10/11/97	14.12	14.41	14.70	14.99	
	04/01/98	14.26	14.55	14.85	15.14	
	10/11/98	14.40	14.70	15.00	15.29	
	04/01/99	14.54	14.85	15.15	15.44	
	10/11/99	14.69	15.00	15.30	15.59	
	10/11/00	14.984	15.30	15.606	15.902	
• SNR PURCHASING CLERK	04/01/96	14.29	14.58	14.88	15.17	
	04/01/97	14.43	14.73	15.03	15.32	
	10/11/97	14.50	14.80	15.11	15.40	
	04/01/98	14.65	14.95	15.26	15.55	
	10/11/98	14.80	15.10	15.41	15.71	
	04/01/99	14.95	15.25	15.56	15.87	
	10/11/99	15.10	15.40	15.72	16.03	
	10/11/00	15.402	15.708	16.034	16.351	
• ADMITTING CLERK • CASHIER BUSINESS OFFICE	04/01/96	14.40	14.70	15.00	15.30	
	04/01/97	14.54	14.85	15.15	15.45	
	10/11/97	14.61	14.92	15.23	15.53	
	04/01/98	14.76	15.07	15.38	15.69	
	10/11/98	14.91	15.22	15.53	15.85	
	04/01/99	15.06	15.37	15.69	16.01	
	10/11/99	15.21	15.52	15.85	16.17	
	10/11/00	15.514	15.83	16.167	16.493	

APPENDIX C – S.E.I.U. PART-TIME CLERICAL RATES
FROM 04/01/96 – 10/10/01

CLASSIFICATION	DATE	START	STEP 1	STEP2	STEP3	STEP4
• AUDIT CLERK	04/01/96	14.57	14.87	15.18	15.48	
• PATIENT ACCOMMODATION CLERK	04/01/97	14.72	14.02	15.33	15.63	
	10/11/97	14.79	15.10	15.41	15.71	
	04/01/98	14.94	15.25	15.56	15.87	
	10/11/98	15.09	15.40	15.72	16.03	
	04/01/99	15.24	15.55	15.88	16.19	
	10/11/99	15.39	15.71	16.04	16.35	
	10/11/00	15.698	16.024	16.361	16.677	
• CLERK RECEPTIONIST	04/01/96	13.95	14.21	14.48	14.88	
	04/01/97	14.09	14.34	14.62	15.03	
	10/11/97	14.16	14.42	14.69	15.11	
	04/01/98	14.30	14.56	14.84	15.26	
	10/11/98	14.44	14.71	14.99	15.41	
	04/01/99	14.58	14.86	15.14	15.56	
	10/11/99	14.73	15.01	15.29	15.72	
	10/11/00	15.025	15.31	15.596	16.034	
• CLERK TYPIST	04/01/96	14.22	14.43	14.65	14.87	
	04/01/97	14.36	14.57	14.80	15.02	
	10/11/97	14.43	14.64	14.87	15.10	
	04/01/98	14.57	14.79	15.02	15.25	
	10/11/98	14.72	14.94	15.17	15.40	
	04/01/99	14.87	15.09	15.32	15.55	
	10/11/99	15.02	15.24	15.47	15.71	
	10/11/00	15.32	15.545	15.779	16.024	
• FILING CLERK	04/01/96	14.23	14.44	14.65	14.89	
	04/01/97	14.37	14.58	14.80	15.04	
	10/11/97	14.44	14.65	14.87	15.12	
	04/01/98	14.58	14.80	15.02	15.27	
	10/11/98	14.73	14.95	15.17	15.42	
	04/01/99	14.88	15.10	15.32	15.57	
	10/11/99	15.03	15.25	15.47	15.73	
	10/11/00	15.331	15.555	15.779	16.045	
• CLERK TYPIST - HEALTH RECORDS	04/01/96	14.22	14.47	4.76	15.14	
	04/01/97	14.36	14.61	4.91	15.29	
	10/11/97	14.43	14.68	4.98	15.37	
	04/01/98	14.57	14.83	5.13	15.52	
	10/11/98	14.72	14.98	5.28	15.68	
	04/01/99	14.87	15.13	5.43	15.84	
	10/11/99	15.02	15.28	5.58	16.00	
	10/11/00	15.32	15.586	5.892	16.32	

APPENDIX C – S.E.I.U. PART-TIME CLERICAL RATES
FROM 04/01/96 – 10/10/01

CLASSIFICATION	DATE	START	STEP1	STEP2	STEP3	STEP4
• CLERK OHIP • CLERK STATISTICS	04/01/96	14.30	14.66	14.99	15.34	
	04/01/97	14.44	14.81	15.14	15.49	
	10/11/97	14.51	14.88	15.22	15.57	
	04/01/98	14.66	15.03	15.37	15.73	
	10/11/98	14.81	15.18	15.52	15.89	
	04/01/99	14.96	15.33	15.68	16.05	
	10/11/99	15.11	15.48	15.84	16.21	
	10/11/00	15.412	15.79	16.157	16.534	
• CLERK TYPIST- ENGINEERING	04/01/96	14.41	14.63	14.83	15.16	
	04/01/97	14.55	14.78	14.98	15.31	
	10/11/97	14.62	14.85	15.05	15.39	
	04/01/98	14.77	15.00	15.20	15.54	
	10/11/98	14.92	15.15	15.35	15.70	
	04/01/99	15.07	15.30	15.50	15.86	
	10/11/99	15.22	15.45	15.66	16.02	
	10/11/00	15.524	15.759	15.973	16.34	
• ACC CLERK • CLERK TYPIST - VOLUNTEER SERV.	04/01/96	14.41	14.67	14.94	15.34	
	04/01/97	14.55	14.82	15.09	15.49	
	10/11/97	14.62	14.89	15.17	15.57	
	04/01/98	14.77	15.04	15.32	15.73	
	10/11/98	14.92	15.19	15.47	15.89	
	04/01/99	15.07	15.34	15.62	16.05	
	10/11/99	15.22	15.49	15.78	16.21	
	10/11/00	15.524	15.80	16.096	16.534	
• CLERK TYPIST- IN PATIENT	04/01/96	4.69	14.90	15.11	15.34	
	04/01/97	4.84	15.05	15.26	15.49	
	10/11/97	4.91	15.13	15.34	15.57	
	04/01/98	4.06	15.28	15.49	15.73	
	10/11/98	5.21	15.43	15.64	15.89	
	04/01/99	5.36	15.58	15.80	16.05	
	10/11/99	5.51	15.74	15.96	16.21	
	10/11/00	15.82	16.055	16.279	16.534	
• SECRETARY - NUCLEAR MEDICINE	04/01/96	14.99	15.39	15.83	16.28	
	04/01/97	15.14	15.54	15.99	16.44	
	10/11/97	15.22	15.62	16.07	16.52	
	04/01/98	15.37	15.78	16.23	16.69	
	10/11/98	15.52	15.94	16.39	16.86	
	04/01/99	15.68	16.10	16.55	17.03	
	10/11/99	15.84	16.26	16.72	17.20	
	10/11/00	16.157	16.585	17.054	17.544	

APPENDIX C – S.E.I.U. PART-TIME CLERICAL RATES
FROM 04/01/96 – 10/10/01

CLASSIFICATION	DATE	START	STEP1	STEP2	STEP3	STEP4
e MEDICAL DICTA TYPIST	04/01/96	15.02	15.46	15.86	16.28	
• MEDICAL	04/01/97	15.17	15.61	16.02	16.44	
TRANSCRIPTIONIST	10/11/97	15.25	15.69	16.10	16.52	
a RADIOLOGY BOOKING	04/01/98	15.40	15.85	16.26	16.69	
CLERK	10/11/98	15.55	16.01	16.42	16.86	
a ADMIN ASSOCIATES	04/01/99	15.71	16.17	16.58	17.03	
	10/11/99	15.87	16.33	16.75	17.20	
	10/11/00	16.187	16.657	17.085	17.544	
e BUYER	04/01/96	15.57	16.18	16.53	16.91	17.08
	04/01/97	15.73	16.34	16.70	17.08	17.25
	10/11/97	15.81	16.42	16.78	17.17	17.34
	04/01/98	15.97	16.58	16.95	17.34	17.51
	10/11/98	16.13	16.75	17.12	17.51	17.69
	04/01/99	16.29	16.92	17.29	17.69	17.87
	10/11/99	16.45	17.09	17.46	17.87	18.05
	10/11/00	16.779	17.432	17.809	18.227	18.41
e INVENTORY BUYER	04/01/96					
	04/01/97					
	10/11/97					
	04/01/98	15.14	15.53	15.99	16.30	16.62
	10/11/98	15.29	15.69	16.15	16.46	16.79
	04/01/99	15.44	15.85	16.31	16.62	16.96
	10/11/99	15.59	16.01	16.47	16.79	17.13
	10/11/00	15.902	16.33	16.799	17.126	17.473
e SWITCHBOARD OPER.	04/01/96	15.01	15.20	15.38		
e FILM LIBRARIAN	04/01/97	15.16	15.35	15.53		
e HEALTH RECORDS	10/11/97	15.24	15.43	15.61		
CLERK	04/01/98	15.39	15.58	15.77		
e JUNIOR BUYER	10/11/98	15.54	15.74	15.93		
e LAB CLERK (FINCH)	04/01/99	15.70	15.90	16.09		
	10/11/99	15.86	16.06	16.25		
	10/11/00	16.177	16.381	16.575		
e PAYROLL CLERK	04/01/96	14.05	14.42	14.77	15.12	15.42
	04/01/97	14.19	14.56	14.92	15.27	15.57
	10/11/97	14.26	14.63	14.99	15.35	15.65
	04/01/98	14.40	14.78	15.14	15.50	15.81
	10/11/98	14.54	14.93	15.29	15.66	15.97
	04/01/99	14.69	15.08	15.44	15.82	16.13
	10/11/99	15.39	15.71	16.04	16.35	
	10/11/00	15.689	16.024	16.361	16.677	

**APPENDIX C – S.E.I.U. PART-TIME CLERICAL RATES
FROM 04/01/96 – 10/10/01**

CLASSIFICATION	DATE	START	STEP1	STEP2	STEP3	STEP4
• DEPT. SECRETARY	04/01/96	14.23	14.47	14.99	15.38	
• SECRETARY - PURCHASING	04/01/97	14.37	14.61	15.14	15.53	
	10/11/97	14.44	14.68	15.22	15.61	
	04/01/98	14.58	14.83	15.37	15.77	
	10/11/98	14.73	14.98	15.52	15.93	
	04/01/99	14.88	15.13	15.68	16.09	
	10/11/99	15.03	15.28	15.84	16.25	
	10/11/00	15.331	15.586	16.157	16.575	
• ACCOUNTS PAYABLE CLERK	04/01/96	15.05	15.24	15.42		
	04/01/97	15.20	15.39	15.57		
• GEN. ACCOUNTING CLERK	10/11/97	15.28	15.47	15.65		
	04/01/98	15.43	15.62	15.81		
• INTERMEDIATE ACCOUNTING CLERK	10/11/98	15.58	15.78	15.97		
	04/01/99	15.74	15.94	16.13		
	10/11/99	15.90	16.10	16.29		
	10/11/00	16.218	16.422	16.616		
• CLERICAL ASSOCIATE	04/01/96	14.89	15.07	15.25	15.42	
• COMMUNICATIONS CLERK	04/01/97	15.04	15.22	15.40	15.57	
	10/11/97	15.12	15.30	15.48	15.65	
• ACC 1	04/01/98	15.27	15.45	15.63	15.81	
• ACC II	10/11/98	15.42	15.60	15.79	15.97	
	04/01/99	15.57	15.76	15.95	16.13	
	10/11/99	15.73	15.92	16.11	16.29	
	10/11/00	16.045	16.238	16.432	16.616	
• SENIOR ACCOUNTING CLERK	04/01/96	16.70	16.89	17.08		
	04/01/97	16.87	17.06	17.25		
	10/11/97	16.95	17.15	17.34		
	04/01/98	17.12	17.32	17.51		
	10/11/98	17.29	17.49	17.69		
	04/01/99	17.46	17.66	17.87		
	10/11/99	17.63	17.84	18.05		
	10/11/00	17.983	18.197	18.411		
• DATA QUALITY CLERK	04/01/96	16.71				
	04/01/97	16.88				
	10/11/97	16.96				
	04/01/98	17.13				
	10/11/98	17.30				
	04/01/99	17.47				
	10/11/99	17.64				
	10/11/00	17.993				

APPENDIX C – S.E.I.U. PART-TIME CLERICAL RATES
FROM 04/01/96 – 10/10/01

CLASSIFICATION	DATE	START	STEP1	STEP2	STEP3	STEP4
• BOOKING SECRETARY	04/01/96	16.54	16.71	16.89	17.08	
• BED ALLOCATION	04/01/97	16.71	16.88	17.06	17.25	
CLERK	10/11/97	16.79	16.96	17.15	17.34	
	04/01/98	16.96	17.13	17.32	17.51	
	10/11/98	17.13	17.30	17.49	17.69	
	04/01/99	17.30	17.47	17.66	17.87	
	10/11/99	17.47	17.64	17.84	18.05	
	10/11/00	17.819	17.993	18.197	18.411	
• HEALTH RECORDS	04/01/96	15.61	15.96	16.33	16.73	17.08
TECHNICIAN	04/01/97	15.77	16.12	16.49	16.90	17.25
	10/11/97	15.85	16.20	16.57	16.98	17.34
	04/01/98	16.01	16.36	16.74	17.15	17.51
	10/11/98	16.17	16.52	16.91	17.32	17.69
	04/01/99	16.33	16.69	17.08	17.49	17.87
	10/11/99	16.49	16.86	17.25	17.66	18.05
	10/11/00	16.82	17.197	17.595	18.013	18.411
• HEALTH RECORDS	04/01/96					
ANALYST	04/01/97					
	10/11/97					
	04/01/98					
	10/11/98	16.45	17.48	18.51	19.53	20.56
	04/01/99	16.61	17.65	18.70	19.73	20.77
	10/11/99	16.78	17.83	18.89	19.93	20.98
	10/11/00	17.116	18.187	19.268	20.329	21.400
• MAIL CLERK	04/01/96	13.98	14.22	14.50		
	04/01/97	14.12	14.36	14.65		
	10/11/97	14.19	14.43	14.72		
	04/01/98	14.33	14.57	14.87		
	10/11/98	14.47	14.72	15.02		
	04/01/99	14.61	14.87	15.17		
	10/11/99	14.76	15.02	15.32		
	10/11/00	15.055	15.32	15.626		