

107 Employees

Unit No. 26C

COLLECTIVE AGREEMENT

BETWEEN

CAMBRIDGE MEMORIAL HOSPITAL

- AND -

SERVICE EMPLOYEES INTERNATIONAL UNION
(OFFICE AND CLERICAL PART-TIME)
LOCAL 204
A.F. of L., C.I.O., C.L.C.

EFFECTIVE: OCTOBER 1, 2000

EXPIRY: SEPTEMBER 30, 2001

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CAMBRIDGE MEMORIAL HOSPITAL
hereinafter called the "Hospital"
OF THE FIRST PART

- and -

SERVICE EMPLOYEES INTERNATIONAL UNION
(Part-time Clerical) LOCAL 204
A.F. of L., C.I.O., C.L.C.
hereinafter called the "Union"
OF THE SECOND PART

WHEREAS the Service Employees Union (Part-Time Office and Clerical) Local 204 certified on the 28th day of April, 2000 by the Ontario Labour Relations Board as the collective bargaining agent for all office and clerical employees of Cambridge Memorial Hospital in the City of Cambridge, Ontario, save and except Administrative Assistant to the C.E.O., Program Administrative Assistants, Clerk Typists in Human Resources, Clerk Receptionists in Human Resources, Buyer, Diet Technicians, Clerk Receptionists in Administration, supervisors, persons above the rank of supervisor, persons regularly employed for more than twenty-four (24) hours per week, students employed during vacation periods, persons excluded pursuant to section 1(3)(b) of the Act and employees for whom any trade union held bargaining rights as at April 28, 2000.

NOW THEREFORE THIS AGREEMENT WITNESSETH:

ARTICLE 1 - PURPOSE

1.01 The purpose of the Agreement is to establish an orderly, friendly collective bargaining relationship between the Hospital and certain classifications of employees represented by the Union which will not interfere with the successful operation of the Cambridge Memorial Hospital as a public service institution incorporated to provide adequate hospital and clinical services to the public as determined by the Board of Directors of the Hospital.

ARTICLE 2 - RECOGNITION

2.01 The Hospital recognizes the Union as the sole collective bargaining agent of all office and clerical employees employed by Cambridge Memorial Hospital, save and except Administrative Assistant to the C.E.O., Program Administrative Assistants, Clerk Typists in Human Resources, Clerk Receptionists in Human Resources, Buyer, Diet Technicians, Clerk Receptionists in Administration, supervisors, persons above the rank of supervisor, persons regularly employed for more than twenty-four (24) hours per week, students employed during vacation periods, persons excluded pursuant to section 1(3)(b) of the Act and employees for whom any trade union held bargaining rights as at April 28, 2000.

ARTICLE 3 - MANAGEMENT RIGHTS

3.01 The Union acknowledges that it is the exclusive function of the Hospital to hire, discharge, transfer, promote, demote or discipline, provided that a claim of discriminatory promotion, demotion or transfer or claim that an employee has been discharged or disciplined without reasonable cause may be the subject of a grievance and dealt with as hereinafter provided.

3.02 The Union further recognizes the right of the Hospital to operate and manage the Hospital in all respects in accordance with its commitments and its obligations and responsibilities. The right to decide on the number of employees needed by the Hospital at any time, the right to use modern methods, machinery and equipment, and jurisdiction over all operations, building and equipment at the Hospital at Cambridge, Ontario, are solely and exclusively the responsibility of the Hospital. The Hospital also has the right to make and alter from time to time rules and regulations to be observed by the employees and will inform the Union of such alterations or changes. The Hospital agrees that any such rules shall not conflict with the provisions of this Agreement.

3.03 Without limiting the generality of the foregoing provisions, it is expressly understood and agreed that a breach of any of the rules or any of the provisions of this Agreement shall be conclusively deemed to be sufficient cause for discharge or discipline of an employee, provided that nothing herein shall prevent an employee from going through the grievance procedure to determine whether or not such breach took place.

ARTICLE 4 - DEFINITIONS

4.01 (a) A regular part-time employee shall mean an employee who is regularly scheduled to work shifts on a pre-determined basis.

(b) A casual part-time employee shall mean one who is employed on a relief or replacement basis and may be pre-scheduled as required.

ARTICLE 5 - UNION SECURITY

5.01 The Hospital agrees to deduct as a condition of employment from each employee who is in the bargaining unit, in the months following the month in which they were hired, an amount equal to the regular monthly Union dues as certified by the Union, during the term of this Agreement.

5.02 Dues deducted shall be remitted to the Secretary-Treasurer of the Local Union on or before the twenty-fifth day if possible, but no later than the last day of the month in which they were deducted. The Union agrees to keep the Hospital harmless and indemnified from any claims against it by an employee which arises out of any deduction under this Article.

5.03 It is mutually agreed that a Union Representative will be given the opportunity of interviewing each new employee once upon the completion of his/her probationary period for the purpose of further informing such employee of the existence of the Union in the Hospital and ascertaining whether the employee wishes to become a member of the Union. The Hospital shall designate the time and place for such interview, the duration of which shall not exceed fifteen minutes. The interview shall take place on the Hospital premises in a room designated by the Hospital, and the employee shall report to this room for the interview, during the interview period. The Hospital may have a representative present at this interview.

5.04 Employee Lists

Seniority list will be brought up-to-date in April and October of each year. A copy shall be posted for the information of employees and a copy will be furnished to the Union.

The Hospital will maintain a separate record showing the actual time worked for the purpose of progression on the salary grid. Schedule A).

ARTICLE 6 - NO STRIKES OR LOCKOUTS

6.01 In view of the orderly procedures established by this Agreement for the settling of disputes and the handling of grievances, the Union agrees that during the lifetime of this Agreement there will be no strikes, slowdowns or stoppage of work, either complete or partial and the Hospital agrees there will be no lockout.

If any such action as herein referred to takes place, the Union will immediately instruct the employees concerned to return to work and perform their usual duties and resort to the grievance procedure established herein for the settlement of any conflict or grievances.

ARTICLE 7 - UNION REPRESENTATION AND COMMITTEES

7.01 (a) The Hospital will recognize a Negotiating Committee of not more than two (2) in number for the purpose of negotiating amendments or renewal of this Collective Agreement. Employees acting on said Committee shall be compensated by the Hospital to the extent of their regular pay for such time spent in dealing with the matters arising out of the negotiations up to but not including the Arbitration stage.

(b) The number of employees that may be absent at any one time will not be for more than two (2) employees, and not more than one (1) employee from any one department.

7.02 Union Stewards

The Hospital acknowledges the right of the Union to elected or otherwise select Union Stewards.

Steward representation will be as follows:

- one representing Medical Records, Switchboard, Maintenance, Purchasing, Community Mental Health Clinic, Food Service, Central Supply, Pharmacy, Ambulatory Care
- one representing Patient Accounts, Radiology, Laboratory
- one representing Clerical Associates
- one representing Registration

any two of who may form a committee to act at any specified time or on any specified issue. A representative of Local 204 may attend any meeting of the committee with management if his/her presence is requested by either party. Each Steward shall be a permanent employee of the Hospital with seniority and regularly employed by the Hospital during his/her term of office. The Hospital agrees to permit Stewards to wear identification badges.

7.03 The Hospital will recognize and deal with any two of the above-named Stewards on any matter properly arising out of this Agreement, and both Parties will co-operate in the administration of this Agreement. The Hospital further acknowledges the right of the Union to appoint or otherwise select a Chief Steward from Steward Representation in Articles 8.01.

7.04 The Union shall keep the Hospital notified in writing of the names of Union Stewards appointed or selected under this Article as well as the effective date of their respective appointments.

7.05 It is agreed that Union Stewards have their regular duties and responsibilities to perform for the Hospital and shall not leave their regular duties without first obtaining permission from their immediate Supervisor. If, in the performance of his/her duties, a Union Steward is required to enter an area within the Hospital in which he/she is not originally employed, he/she shall report his/her presence to the Supervisor in the area immediately upon entering it. Such permission shall not be unreasonably withheld. When resuming his/her regular duties and responsibilities, such Steward shall again report to his/her immediate Supervisor. A Union Steward shall suffer no loss of earnings for time spent in performing the above duties during his/her regular scheduled working hours.

ARTICLE 8 - GRIEVANCE PROCEDURE AND ARBITRATION

8.01 The parties to this Collective Agreement are agreed that it is of the utmost importance to adjust complaints and grievances as quickly as possible. For purposes of this Collective Agreement; a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of the Agreement, including any question as to whether a matter is arbitrable and working days shall be deemed to mean the employees days actually at work, excluding Saturdays, Sundays, and Statutory Holidays.

8.02 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 his/her right in advance.

8.03 No grievance shall be considered

- (a) which usurps the function of management, as set out in the Agreement; or
- (b) where the circumstances giving rise to it occurred or originated more than five full working days before the filing of this grievance;
- (c) which has not been carried through the steps of the grievance procedure within the various time limits.

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

8.04 A grievance of an employee properly arising under this Agreement shall be adjusted and settled as follows:

Step #1

The aggrieved employee shall present his grievance in writing to his/her immediate supervisor. He/she shall have the assistance of his/her Steward if he/she so desires. Such grievance must be signed by the employee claiming to be grieved.

Grievances shall specify the clause or clauses in the Collective Agreement, which it is believed the Hospital has violated, shall state the particulars in dispute and the remedy sought. If a settlement satisfactory to the employee concerned is not reached within three (3) working days, the next step in the grievance procedure may be taken at any time within three (3) working days thereafter.

Step #2

The aggrieved employee may submit his/her written grievance to the Program Manager who shall consider it in the presence of the person or persons presenting same and the supervisor, and shall render his/her decision in writing. The aggrieved employee shall have the assistance of his/her Steward, if he/she so desires. Should no settlement satisfactory to the employee be reached within three (3) working days, the next step in the grievance procedure may be taken at any time within three (3) working days thereafter.

Step #3

The aggrieved employee may submit his/her written grievance to the Program Manager, Human Resources. The Union may be present at

this stage at the request of either party. When an employee's immediate supervisor and Program Manager are one and the same person, Step 2 will be omitted and the grievance may proceed from Step 1 to Step 3.

The Program Manager, Human Resources may convene a meeting of the parties concerned to consider the grievance and will reply to the grievance in writing within three (3) working days (or a longer period, which may be mutually agreed upon).

8.05 If a final settlement of the grievance under Section 8.04 hereof is not completed within ten (10) working days after deliberations have commenced and if the grievance is one which concerns the interpretation, application, administration or alleged violation of the Agreement, including any question as to whether a matter is arbitrable, the grievance may be referred by either party to a Board of Arbitration as provided in Article 13 below at any time within ten (10) days thereafter, but not later.

8.06 Any grievance affecting more than one employee, any grievance brought forward by management, or any Union policy grievance shall be initiated under Step No. 3 of the grievance procedure.

8.07 Both parties to this Collective Agreement agree that any dispute or grievance, as defined in Article 9.01, which has been properly carried through all the steps of the grievance procedure outlined in Article 9 above, and which has not been settled, may be referred to a Board of Arbitration at the request in writing of either of the parties hereto.

8.08 The Board of Arbitration will be composed of one person appointed by the Hospital, one person appointed by the Union and a third person to act as Chairman chosen by the two appointees to the Board, or the parties may agree to a single Arbitrator.

8.09 Within ten (10) working days of the request by either party for a Board, each party shall notify the other of the name of its appointee.

8.10 Should the person chosen by the Hospital to act on the Board and the person chosen by the Union fail to agree on a third person within fourteen (14) working days of the notification mentioned in 8.09 above, the Ontario Labour Relations Board will be asked to nominate an impartial chairman, who shall be a person other than a civil servant.

Such request must be made by the party wishing to further process the grievance.

8.11 The decision of a Board of Arbitration, or a majority thereof, constituted in the above manner shall be final and binding on both parties.

8.12 The Board of Arbitration shall not have any power to alter or change any of the provisions of this Agreement or to substitute any new provisions for any existing provisions, nor to give any decision inconsistent with the terms and provisions of this Agreement.

8.13 Each of the parties to this Agreement will bear the expenses of their appointee and of their own witnesses, and the parties will jointly and equally bear the expenses, if any, of the Chairman.

8.14 No person shall be selected as arbitrator who has been directly involved in attempts to negotiate or settle the grievance. Where both parties agree, a single arbitrator may be substituted for an Arbitration Board. In such case, the parties shall endeavour to agree on the selection of an arbitrator and in the event that they fail to do so, the Ontario Labour Relations Board will be asked to nominate an arbitrator, in accordance with the provision of Article 8.04 above.

8.15 Management Grievance - It is understood that the Hospital may bring forward at any meeting held with the Union Stewards Committee any complaint with respect to the conduct of the Union, its officers or stewards and that if such complaint by the Hospital is not settled to the mutual satisfaction of the conferring parties, it may be treated as a grievance and referred to arbitration in the same way as the grievance of any employee.

8.16 Discharge Cases - A claim by an employee who has attained seniority that he/she has been unjustly discharged shall be treated as a grievance if a written statement of such grievance is lodged with the Program Manager, Human Resources within five (5) days after the employee is notified of his/her discharge or within three (3) days after the employee ceases to work for the Hospital, whichever is the earlier. The Hospital shall give its reply to the grievance within seven (7) days (or such longer period as may be mutually agreed upon) of the date on which the employee files the grievance.

8.17 Such special grievance may be settled by confirming the Hospital's action in dismissing the employee by re-instating the employee with full compensation for time lost, or by any other arrangement, which is just and equitable in the opinion of the conferring parties, or of a Board of Arbitration.

ARTICLE 9 - SENIORITY

9.01 Probationary Period

A new employee will be considered on probation until he/she has completed 450 hours within any twelve calendar months. Upon completion of the probationary period, he/she shall be credited with seniority equal to 450 hours. With the written consent of the Hospital, the probationary employee, and the President of the Local Union or designate; such probationary period may be extended. Any extension agreed to will be in writing and will specify the length of the extension. The release or discharge of an employee during

the probationary period shall not be the subject of a grievance or arbitration and is at the sole discretion of the Hospital.

9.02 Definition of Seniority

Part-time employees will be credited with and will accumulate seniority on the basis of one (1) year's seniority for each 1725 hours worked in the bargaining unit as of the last date of hire, except as otherwise provided herein. Seniority will operate on a bargaining unit wide basis.

9.03 Transfer of Service and Seniority

An employee whose status is changed from full-time to part-time shall receive credit for his/her full service and seniority. **An** employee whose status is changed from part-time to full-time shall receive credit for seniority and service on the basis of one (1) year equals 1725 hours worked, and will be enrolled in the employee benefit plans subject to meeting any waiting period or other requirements of those plans.

9.04 Loss of Seniority

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

- (a) employee quits;
- (b) employee is discharged and the discharge is not reversed through the grievance and arbitration procedure;
- (c) employee is absent from scheduled work for a period of three 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 the lesser of his/her length of seniority or twenty-four (24) months;
- (f) employee fails upon being notified of a recall to signify his/her intention to return within five working days after he/she has received the notice of recall and fails to report to work within ten working days after he/she has received the notice of recall;
- (g) employee is absent due to illness or disability which absence continues for thirty (30) calendar months.

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

9.05 Effect of Absence

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.S.I.B. benefits, on the basis of what the employee's normal regular hours of work would have been.

ARTICLE 10 - JOB SECURITY

10.01(a) With respect to the development of any operating or restructuring 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 Planning Committee

In addition to that, and to any other planning committee in the Hospital of a more broadly representational make-up, there shall be immediately established a Staff Planning Committee for the bargaining unit, which shall meet during the term of this agreement every three (3) 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 members 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 (2) 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 re-organization plans which impact on the bargaining unit.

Accountability

The Committee shall submit its written recommendations to the Chief Executive Officer of the Hospital and the Board of Trustees. Where there is no consensus within the Committee, the individual members of the Committee shall be entitled to submit their own recommendations.

Any agreement between the Hospital and the Union resulting from the above review concerning the method of implementation will take precedence over the other provisions of this Agreement.

10.02 Notice of Lay-off

(a) Union

There shall be at least four (4) months' notice to the Union in the event of a proposed lay-off of a permanent or long-term nature or in the event of a substantial bed cutback in service which affects or could affect the bargaining unit.

(b) Employees

In the event of a lay-off of a permanent or long-term nature, the Hospital will provide affected employees with four (4) months' notice of lay-off, provided the affected employee has more than twelve (12) months service. Employees with less than twelve (12) months service will be entitled to notice in accordance with the provisions of the Employment Standards Act. A copy of any notice of lay-off to an employee will be provided to the Union at

the same time.

(c) A layoff shall not include a reassignment of an employee from her/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 rotations; and
- (v) where more than one employee is to be reassigned in accordance with this provision, the reassigned employees 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.

10.03 Severance and Retirement Options

a) Where an employee resigns within 30 days after receiving notice of layoff pursuant to article 10.02 (a) (ii) that his or her position will be eliminated, he or she shall be entitled to a separation allowance of two (2) weeks' salary for each year of continuous service to a maximum of twelve (12) weeks' pay, and, on production of receipts from an approved educational program, within twelve (12) months of resignation, may be reimbursed for tuition fees up to a maximum of three thousand (\$3,000) dollars.

ii Where an employee resigns later than 30 days after receiving notice pursuant to Article 10.02 (a) (ii) that his or her position will be eliminated, he or she shall be entitled to a separation allowance of four (4) weeks' salary, and, on production of receipts from an approved educational program, within twelve (12) months of

resignation, may be reimbursed for tuition fees up to a maximum of one thousand two hundred and fifty (\$1,250) dollars.

- (b) Prior to issuing notice of layoff pursuant to article 10.02 (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 10.02 (a)(ii).

(c) Within thirty (30) days from the date of notice of lay-off, an employee who has received notice of lay-off 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/his right to notice and will receive severance pay on the basis of two (2) 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 lay-offs in the unit.

10.04 Regional Staff Planning Committee

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 and who have undertaken skills assessment procedures provided by any government training agency, such as HSTAP, 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.

10.05 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.
 - (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 the lay-off.
- (c) **An** employee shall have the opportunity of recall from a lay-off to an available opening, in order of seniority, provided he/she 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/she was laid off shall have the privilege of returning to the position he/she held prior to the lay-off should it become vacant within six (6) months of being recalled.
- (f) No new employees shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so, in accordance with the loss of seniority provision, or have been found unable to perform the work available.
- (g) It is the sole responsibility of the employee who has been laid off to notify the Hospital of his/her 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/her 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 ten (10) working days. **An** employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on lay-off.
- (i) 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.
- (j) A laid off employee shall retain the rights of recall for a period of twenty-four (24) months from the date of lay-off.

ARTICLE 11 - JOB POSTING AND TRANSFERS

11.01 The Hospital shall post a notice of all vacant or newly created positions in the bargaining unit for a period of seven (7) working days in order that employees may have an opportunity to apply for such positions. No posting will be made in the case of temporary vacancies. The decision to fill a vacancy from among employees within the bargaining unit, making application for a job posting, shall be made in accordance with the provisions of Article 15.01 of this Agreement. Where there are no applicants from within the bargaining unit who have the necessary qualifications, ability, skill and efficiency for the job in question, the Hospital may engage a person from outside the bargaining unit. The subsequent vacancy created by the filling of an initial permanent vacancy will be posted for a period of three (3) consecutive days, excluding Saturday, Sunday and Holidays.

11.02 The Hospital agrees to provide the Chief Steward with a copy of job postings within the bargaining unit.

11.03 The successful applicant will be placed in the vacancy for a trial period not exceeding sixty (60) working days and if the employee proves satisfactory, then he/she shall be permanently assigned to the vacancy. If the employee proves unsatisfactory during that time, or if the employee feels that he/she is unable to perform the duties of the vacancy to which he/she is posted, the employee will be returned to his/her former position at his/her former salary rate of pay, as well as any other employee in the bargaining unit who was promoted or transferred by reason of such

placing. Newly hired employees shall be terminated and such termination shall not be the subject to the grievance and arbitration procedures.

11.04 Where there are no successful applicants from within this bargaining unit for positions referred to in Article .01 and .02, employees in other SEIU Office and Clerical bargaining units at the Hospital will be considered for such positions prior to considering persons not employed by the Hospital. The employees eligible for consideration shall be limited to those employees who have applied for the position in accordance with Article .01 and .02 and selection shall be made in accordance with Article .03 above.

11.05 Promotion to a Higher Classification

- (a) **An** employee who is promoted to a higher rated classification within the bargaining unit will be placed in the range of the higher rated classification so that he/she shall receive no less an increase in wage rate than the equivalent of one step of 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).
- (b) Employees may be hired for a specified term, not to exceed six (6) months, to replace an employee on leave or to perform a special non-recurring task. This term may be extended a further six (6) months on mutual agreement of the Union, employee and Hospital or by the Hospital on its own up to twelve (12) months where the leave of the person being replaced extends that far. Such employees will not be permitted to exercise seniority. The release or discharge of such employee at the expiry of the term for which he/she was hired shall not be the subject of a grievance or arbitration. Part-time employees interested in such temporary full-time work may record such interest in writing with the Hospital. Consideration shall be given to such requests prior to hiring new employees.

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

11.07 Vacancies which are not expected to exceed six (6) months will not be posted and may be filled at the discretion of the Hospital. In filling such vacancies consideration shall be given to full-time employees in SEIU Office and Clerical bargaining units who have recorded their interest in accordance with .02 above, prior to considering persons not employed by the Hospital. In considering such part-time employees the criteria for selection in .03 shall apply. Part-time employees selected to fill a vacancy under this Article will continue to maintain their part-time status and upon completion of the assignment the

employee will return to his/her former position. It is understood that a part-time employee will continue to accrue seniority and service and when they return to their former position, they will be placed on the wage consistent with their seniority and service.

ARTICLE 12 - CONTRACTING OUT

12.01 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.

12.02 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 the work that the contractor to whom the work is being contracted, and any subsequent such contractor, agrees:

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

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

12.03 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.

ARTICLE 13 - WORK OF THE BARGAINING UNIT

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

13.02 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.

ARTICLE 14 - TECHNOLOGICAL CHANGE

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

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

14.03 Employees with one (1) or more years of continuous service 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 out above and the requirements of the applicable legislation.

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

14.05 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 of VDTs and every twelve (12) months thereafter. The eye examinations shall be paid for by the Hospital where not covered by OHIP.

14.06 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 three (3) months.

ARTICLE 15 - ALL LEAVES OF ABSENCE

15.01 The Hospital may grant leave of absence to employees for periods not exceeding thirty (30) days without pay and without loss

of seniority. If the Hospital grants leave of absence in excess of thirty (30) days the employee shall not accumulate seniority beyond thirty (30) days. Any request for leave of absence shall be in writing.

15.02 It is mutually agreed that the Hospital will, upon request of the Union, grant a leave of absence without pay to not more than three (3) employees at any one time, and not more than one employee from any one department, for attendance at Union Conventions, Union Seminars, negotiating Planning sessions. Such request will be made in writing at least one (1) month prior to its need, and will state the purpose and term of the leave.

No leave of absence will be for a period in excess of two (2) weeks and all such leaves will total not more than eight (8) weeks in any one calendar year. It being further understood and agreed that where such leave of absence is granted, the Hospital will continue to pay the employees for the period of leave of absence and submit an account to the Union for the employees' wages for such leave of absence.

15.03 Jury and Witness Duty

- (a) If an employee is required to serve as a juror in any court of law, or is required to attend as a witness in a court proceeding in which the Crown is a party, or is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the employee's duties at the Hospital, the employee shall not lose regular pay because of such attendance provided that the employee:

- (a) notifies the Hospital immediately on the employee's notification that he/she will be required to attend at a court;

- (b) presents proof of service requiring the employee's attendance;

- (c) deposits with the Hospital the full amount of compensation received excluding mileage, travelling and meal allowances and an official receipt thereof.

- (b) 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/her 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/she is required to attend on a regular day off, he/she shall be paid for all hours actually spent at such hearing at the rate of time and one-half his/her regular straight time hourly rate subject to (a), (b) and (c) above.

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

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

15.04 Bereavement Leave

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

15.05 Education Leave

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

15.06 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) **An** employee who is on pregnancy leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance pregnancy benefits pursuant to Section 18 of the Employment Insurance Act, shall be paid a supplemental employment 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 Employment Insurance benefits and any other earnings. Such payment shall commence following completion of the two-week Employment Insurance waiting period, and receipt by the Hospital of the employee's Employment Insurance cheque stub as proof that she is in receipt of Employment 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 Employment 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.

(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 employee's normal regular hours of work would have been.

(f) 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, unless the employee gives the Hospital a written notice that the employee does not intend to pay the employee's contributions, if any. The Hospital will also continue to pay the percentage in lieu of benefits and will register these benefits as part of the Supplemental Unemployment Insurance Benefit Plan with the Canada Employment Insurance Commission.

(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.

15.07 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 qualified for parental leave, other than an adoptive parent, shall give written notification of at least two (2) weeks in advance of the date of the 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) An employee who is on parental leave as provided under this Agreement, who has applied for and is in receipt of Employment Insurance parental benefits pursuant to Section 23 of the Employment Insurance Act, shall be paid a supplemental employment benefit. That benefit will be equivalent to the difference between ninety-three percent (93%) of her/his regular weekly earnings and the sum of her/his weekly Employment Insurance benefits and any other earnings. Such payment shall commence following completion of the two (2) week Employment Insurance waiting period, and receipt by the Hospital of the employee's Employment Insurance cheque stub as proof that she/he is in receipt by the Employment 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/his regular hourly rate on her/his last day worked prior to the commencement of the leave times her/his normal weekly hours plus any wage increase or salary increment that she/he would be entitled to if she/he were not on parental leave.

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

(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 up to seventeen (17) weeks while the employee is on parental leave, unless the employee gives the Hospital a written notice that the employee does not intend to pay the employee's contributions, if any. The Hospital will also continue to pay the percentage in lieu of benefits for a period of up to ten (10) weeks. The Hospital will register these benefits as part of the Supplemental Unemployment Insurance Benefit Plan with the Canada Employment Insurance Commission.

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

ARTICLE 16 - HOURS OF WORK

16.01 Daily and Weekly Hours of Work

The normal working day shall consist of seven and one-half (7½) hours excluding the meal period. The said seven and one-half (7½) hours shall be completed within an eight (8) hour period after commencing work.

The hours of work will be as scheduled by the Hospital, but the Hospital does not guarantee to provide employment or work for normal hours or for any other hours. The arrangement of the work schedule is governed by the efficient operation of the Hospital, and by the decision of the Hospital as to the number of staff required to be on duty at any one time. The Hospital will post three-week work schedules for regular scheduled part-time employees at least one week prior to the commencement of the schedule and will endeavour to have posted three weeks of schedules. Once schedules are posted they will not be changed except in an emergency or by mutual consent. An exchange of shifts by employees for their own personal convenience requires the consent of the Program Manager, providing that the Hospital shall not be responsible for the payment of overtime arising out of the change of shift.

The changing of Daylight Saving Time to Standard Time or vice-versa shall not be the cause of paying more or less than the normal scheduled daily hours during the week in which such changes take place.

16.02 Rest Periods

All employees will be allowed fifteen minutes relief in each half

shift, at a time or times determined by the Program Manager.

ARTICLE 17 - PREMIUM PAYMENT

17.01 Overtime:

- (a) When an employee is required by the Hospital to perform work in excess of seven and one-half (7.5) hours in one day, he/she will be compensated at the rate of one and one-half (1.5) times his/her basic straight time hourly rate of pay for all overtime worked. It being understood, however, that no overtime will be paid where the time worked was a result of an exchange of shifts between employees. It is understood and acknowledged that the Hospital has the right to require employees to perform reasonable authorized overtime work.
- (b) Where an employee has worked and accumulated approved overtime hours (other than overtime hours related to paid holidays), such employee shall have the option of electing payment at the applicable overtime rate or time off equivalent to the applicable overtime rate (i.e., where the applicable rate is time and one-half, then time off shall be at one and one-half times). Such time off must be taken within the succeeding two (2) pay periods of the occurrence of the overtime at a time mutually agreeable to the Hospital and the employee, or payment in accordance with the former option shall be made.
- (c) Employees who work more than three (3) hours in excess of their regular scheduled shift and who qualify for overtime pay will be allowed a paid fifteen-minute relief, at a time or times determined by the Program Manager.

17.02 Reporting Pay

Part-time employees who report for any scheduled shift will be guaranteed work for at least one-half (½) the regular shift, or, if no work is available, will be paid for at least one-half (½) the regular shift except when work is not available due to conditions beyond the control of the Hospital. The reporting allowance outlined as herein shall not apply whenever an employee has received not less than one hour's prior notice not to report for work.

17.03 Stand-By

An employee who is required to remain available for duty on standby, outside the normal working hours for that particular employee, shall receive standby pay in the amount of \$2.10 per hour for all hours on standby.

When an employee is called to work the standby allowance per

shift shall cease.

17.04 Call-Back

- (a) Where employees are called back to work after having completed a regular shift and prior to the commencement of their next regular shift they shall receive a minimum of three (3) hours of work or three (3) hours of pay at the rate of time and one-half their regular hourly earnings. Where call back is immediately prior to the commencement of their regular shift the call-back pay will only apply to the point of commencement of a regular shift at the rate of time and one-half after which they shall revert back to the regular shift.
- (b) Call-back pay shall cover all calls within the minimum three-(3) hour period provided for under (a). If a second call takes place after three (3) hours have elapsed from the time of the first call, it shall be subject to a second call back premium, but in no case shall an employee collect two call-back premiums within one such three (3) hour period, and to the extent that a call-back overlaps and extends into the hours of his/her regular shift, (a) shall apply.

17.05 (a) Shift Premium

Employees who are required to work an afternoon or night shift shall be paid forty-five (45) cents per hour for each full and completed afternoon or night shift. Shift premiums will not be paid for any hours in which an employee receives overtime premium and shift premium will not form part of the employee's straight time hourly rate.

Furthermore, the hospital agrees to continue past practice on defining shifts eligible for premium.

(b) Weekend Premium

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.

ARTICLE 18 - ALLOWANCES - LAB COATS/UNIFORMS AND SAFETY FOOTWEAR

18.01 When an employee is required to and does work for three (3) or more hours of overtime after his/her normal shift he/she 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.

ARTICLE 19 - HEALTH & SAFETY

19.01 Accident Prevention Health and Safety Committee

- (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) Recognizing its responsibilities under the applicable legislation, the Hospital agrees to accept as a member of its Accident Prevention - Health & Safety Committee at least one representative selected or appointed by the Union from amongst bargaining unit employees.
- (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 fulfil 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 & Safety Committee in accordance with the foregoing shall be granted and any representative(s) attending such meetings during their regularly scheduled hours of work shall not lose regular earnings as a result of such attendance.
- (g) The Union agrees to endeavour to obtain the full co-operation of its membership in the observation of all safety rules and practices.

ARTICLE 20 - STATUTORY HOLIDAYS

20.01 The following shall be considered statutory holidays:

New Year's Day	Civic Holiday
Third Monday in February	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day

Boxing Day

Where an employee works on any of the above named holidays, the employee will be compensated at the rate of one and one-half (1½) times his/her regular straight time hourly rate of pay for all hours worked on such holiday.

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

ARTICLE 21 - VACATIONS WITH PAY

21.01 Part-time Vacation Pay

A part-time employee who has completed less than 3,450 hours of continuous service shall receive 4% of gross earnings.

A part-time employee who has completed 3,450 hours but less than 8,625 hours of continuous service shall receive 6% of gross earnings.

A part-time employee who has completed 8,625 hours but less than 25,875 hours of continuous service shall receive 8% of gross earnings.

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

A part-time employee who has completed 43,125 hours of continuous service or more 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.

21.02 All eligible employees shall be given their appropriate percentage vacation pay in each pay period. Regularly scheduled part-time employees will be allotted a two week unpaid leave of absence for annual vacation. Employees may request additional unpaid time off, equal to their entitlement.

ARTICLE 22 - BENEFITS FOR PART-TIME EMPLOYEES

22.01 A part-time employee who has been on the active payroll of the Hospital for a period in excess of 10 weeks from the last day of hire, 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.

Without limiting the generality of the foregoing, the 14% in lieu of all benefits shall include pension, sick leave, lieu days for statutory holidays, dental plan, extended health care, life insurance, long term disability; semi-private coverage or any other plans the Hospital has or may enter into.

ARTICLE 23 - INJURY AND DISABILITY

23.01 Workers' Compensation Injury

In the case of an accident which will be compensated by the Workplace Safety & Insurance Board, the Employer will pay the employee's wages for the day of the accident.

23.02 Disabled Employees

If an employee becomes disabled with the result that he/she is unable to carry out the regular functions of his/her position, the Hospital may establish a special classification and salary with the hope of providing an opportunity of continued employment.

23.03 Pay for Medical Certificates

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

ARTICLE 24 - PROGRESSION ON THE WAGE GRID

24.01 Employees shall progress (no sooner than one (1) calendar year) on the wage grid on the basis that 1725 hours worked equals one (1) year of service.

ARTICLE 25 - COMPENSATION

25.01 Experience Pay

An employee hired by the Hospital with recent and related experience, may claim at the time of hiring on a form supplied by the Hospital consideration for 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's 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 of the Collective Agreement.

ARTICLE 26 - RELATIONSHIP

26.01 The parties hereto agree that any employee of the

Hospital covered by this Agreement may become a member of the Union if he/she wishes to do so, and may refrain from becoming a member of the Union if he/she so desires.

26.02 The Hospital agrees that no employee shall in any manner be discriminated against or coerced, restrained or influenced on account of membership or non-membership in the Union.

26.03 The Union agrees it will not discriminate against, coerce, restrain or influence any employee because of his/her membership or non-membership, his/her activity or his/her lack of activity in the Union and recognizes that membership in the Union is a voluntary act on the part of the employee concerned.

26.04 The Union will not engage in Union activities during working hours or hold meetings at any time on the premises of the Hospital without the permission of Hospital Administration.

ARTICLE 27 - BULLETIN BOARDS

27.01 The Union shall have the privilege of posting Union notices on Bulletin Boards provided by the Hospital for such purposes. The Hospital agrees to supply an adequate number of such Boards for the Union's use. Such notices must be submitted to and be approved by the Hospital's appointee for such purposes before the posting occurs. Union notices shall be confined to these Bulletin Boards.

ARTICLE 28 - PRINTING OF COLLECTIVE AGREEMENTS

28.01 The Employer will pay 50% of cost of printing the Collective Agreement up to a maximum of \$200.00.

ARTICLE 29 - TERM

29.01 This Agreement shall remain in full force and effect until the 30th day of September, 2001, and shall continue in full force from year to year thereafter, unless in any year within the period of ninety (90) days prior to September 30th, either party shall furnish the other with notice of termination of or proposed revision of this Agreement.

29.02 In the event of such notification being given as to the amendment of the Agreement, negotiations between the parties shall begin within fifteen (15) days following such notification.

29.03 Pursuant to such negotiations, if an agreement for the renewal or amendment of this Agreement is not reached prior to the expiration date, this Agreement shall expire at such termination date, unless it is extended for a specified period by mutual agreement of the parties.

Dated at Cambridge, Ontario this 28th day of June 2001.

CAMBRIDGE MEMORIAL HOSPITAL,
CAMBRIDGE, ONTARIO

S.E.I.U. Part-Time Clerical
LOCAL 204,
A.F.L.-C.I.O., C.L.C.

Cathy Vandervoort
Susan Lou
[Signature]

[Signature]

SCHEDULE "A"

S.E.I.U. Part-Time
Clerical
Effective: January 1,
2001

CLASSIFICATION	Group	START	1 YEAR	2 YEAR	3 YEAR
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Filing Clerk	I	14.557	14.975	15.390	15.823
Maintenance Clerk		2365.51	2433.44	2500.88	2571.24
		28386.15	29201.25	30010.50	30854.85

Clerk, Distribution	II	14.547	14.971	15.388	15.823
Clerk, Discharge, Med.Rd. Clerk, Therapeutic Diet.		2363.89	2432.79	2500.55	2571.24
		28366.65	29193.45	30006.60	30854.85

Clerk/Recp. Ambulatory Clerk/Recp. Radiology Clerk/Recp. Laboratory Clerical Assoc. Switchbrd.	III	14.559	14.973	15.388	15.823
		2365.84	2433.11	2500.55	2571.24
		28390.05	29197.35	30006.60	30854.85

Clerical Associate Secretary, Base Hospital	IV	14.533	14.973	15.389	15.823
		2361.61	2433.11	2500.71	2571.24
		28339.35	29197.35	30008.55	30854.85

Scheduler	A	14.536	14.972	15.407	15.823
		2362.10	2432.95	2503.64	2571.24
		28345.20	29195.40	30043.65	30854.85

S.E.I.U. Part-Time
Clerical
Effective: January 1,
2001

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2

CLASSIFICATION	Group	START	1 YEAR	2 YEAR	3 YEAR
Medical Dicta Typist	VI	14.497	14.934	14.933	15.823
		2355.76	2426.78	2426.61	2571.24
		28269.15	29121.30	29119.35	30854.85
Accounting Clerk	VII	14.478	14.933	15.370	15.823
		2352.68	2426.61	2497.63	2571.24
		28232.10	29119.35	29971.50	30854.85
Health Record Technician	VIII	17.369	17.881	18.397	18.910
		2822.46	2905.66	2989.51	3072.88
		33869.55	34867.95	35874.15	36874.50