

SOURCE	Ways	89	10	11
TERM.		09	10	10
No. OF EMPLOYEES		250		
NOMERS D'EMPLOYÉS		250		

COLLECTIVE AGREEMENT

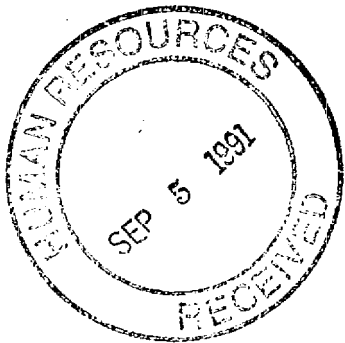
-between-

HOGARTH-WESTMOUNT T A L

-and-

SERVICE EMPLOYEES UNION LOCAL 268

FULL-TIME COLLECTIVE AGREEMENT



Term October 11, 1989 - October 10, 1991

0547504

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WAGE SCHEDULE

LETTER OF INTENT RE: LIABILITY INSURANCE

MEMORANDUM OF UNDERSTANDING Re: SHIFT PREMIUM

FOR YOUR INFORMATION

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

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

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

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

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

THE INTERNATIONAL DEATH GRATUITY

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

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

This age limit does not apply to members who joined before January 1st, 1951. Gratuity payments are in the amounts of \$100.00; \$200.00; \$300.00; \$400.00 and \$500.00. They are computed this way: Counting back from the date of death, \$100.00 is paid for up to 5 years. If you were to die less than a year after you joined, your beneficiary would not receive a Gratuity. Or, if you were to die within a year after you

f led to pay dues on time in any month, no Gratuity would be paid. And, of course, members who joined at age 65 after January 1st, 1951 are not affected by the Gratuity. Can the Beneficiary of every member receive a \$500.00 Gratuity? No. There are 2 exceptions.

1) if you were initiated after January 1st, 1946, and were 55 or over at the time, the maximum Gratuity will be \$100.00 in any event;

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

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

MEETING DATES

GENERAL MEMBERSHIP MEETING
First Monday of Each Month
(Excluding July & August)

EXECUTIVE MEETING
Last Monday of Each Month

UNION OFFICE

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

UNION OFFICE

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

OFFICE STAFF

RICHARD ARMSTRONG - Business Manager

Barbara Rankin
Union Representative
(Thunder Bay)

Helen Eaton
Union Representative
(Thunder Bay)

Vincent Pistor
Union Representative
(Sault Ste. Marie)

Linda Grant
Accountant
(Thunder Bay)

Brenda Thompson
Secretary
(Thunder Bay)

Jeanette Cain
Secretary
(Sault Ste. Marie)

Glen Chochla
Union Representative
(Thunder Bay)

COLLECTIVE AGREEMENT

made this day of , 1991.

Between

HOGARTH-WESTMOUNT HOSPITAL,
Thunder Bay, hereinafter referred to as the
"Corporation",

OF THE FIRST PART;

- and -

SERVICE EMPLOYEES INTERNATIONAL UNION,
hereinafter referred to as the "Union" for and on behalf
of LOCAL 268 and specifically on behalf of the employees
in the collective bargaining unit set forth in Section 2.01(b)
of Article 2 of this Agreement,

OF THE SECOND PART.

ARTICLE 1 PURPOSE:

1.01 Purpose: Whereas it is the desire of the parties hereto to set forth herein the Agreement between them for the term hereof with respect to rates of pay, wages, hours of employment, and other conditions of employment to be observed by the parties and the employees covered hereby, and to provide procedure for the prompt and equitable adjustment of **grievances** arising hereunder, having full regard throughout to the necessity for continued **successful** operation of the Hogarth-Westmount Hospital as a public service institution.

NOW THEREFORE it is mutually agreed between the parties as follows:

1.02 ~~Relationships~~ Relationships hereto mutually agree that any employer= of the Corporation covered by this Agreement may become a member of the Union if he wishes to do so, and may refrain from becoming a member of the Union if he so desires.

ARTICLE SCOPE & RECOGNITION

2.01 Scope:

(a) Bargaining _____ The Corporation recognizes the Union as the sole collective bargaining agency for ail its employees as defined in Section (b) of this Article.

(b) Bargaining Unit: The term "employee" as used herein applies to the bargaining unit of all employees of Hogarth-Westmount Hospital at its Hospital at Thunder Bay, save and except professional medical staff, graduate nursing staff, undergraduate nurses, graduate pharmacists, undergraduate pharmacists, graduate dietitians, student dietitians, technical personnel, supervisors, person above the rank of supervisor, office staff, persons regularly employed for not more than twenty-four hours per week, students employed during the school vacation period and persons in bargaining units described in subsisting Collective Agreements.

2.02 Technical Notes: The term "Technical Personnel" as referred to in Clause 2.01 (b) of this Agreement comprises physiotherapists, occupational therapists, psychologists, electroencephalographists, electrical shock therapists,

laboratory, radiological, pathological, cardiological technicians.

ARTICLE MANAGEMENT R.I.C.H.T.S

3.01 Rights of the Corporation: The Union acknowledges that it is the exclusive function of the Corporation, subject to the provisions of the Collective Agreement:

(a) To maintain order, discipline and efficiency, and to establish from time to time alter rules and regulations to be observed by 'employees after reasonable notice of such alterations in the rules and regulations have been given to the Union Committee; to decide on the number of employees needed by the Corporation at any time; and to decide to use improved or changed methods and equipment;

(b) To hire, transfer, promote, demote, lay-off, recall, assign duties, and to suspend, discipline or discharge any employee for just cause; provided that a claim that an employee has been unjustly discharged or disciplined may be the subject of a grievance and dealt with under the grievance procedure of this Agreement.

ARTICLE: 4 DEFINITIONS

4.01 Temporary: _____ 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. 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.

4.02 Definition of Employees:

(a) "Employee" shall include only such persons coming within the scope of the bargaining unit described in Article 2.

(b) - "Steward" shall mean an employee of the Corporation duly accredited as such by the Union.

(c) "Executive Director" shall mean the Executive Director of Hogarth-Westmount Hospital.

(d) "Arbitration Board" shall mean a three-**person** Board of Arbitration as herein **provided** or a single Arbitrator **selected** by the Corporation and the Union.

(e) "Baker" defined as an employee who has successfully completed a course in baking **recognized** by the Corporation and is employed as a baker.

(f) "Play Aide" is defined as a student employed to assist with the personal care, needs and recreational activities associated with Mental Retardation Residents.

(g) A regular part-time employee is defined as an employee who makes a commitment to be available on some pre-determined basis and in respect of whom there is a pre-determined schedule.

(h) Trial period shall be defined as a familiarization period to the job.

4.03 Gender: For the purposes of interpretation of this Agreement, the masculine gender shall mean and include the feminine gender and similarly, the single shall include the plural and vice versa as applicable.

ARTICLE 5 UNION SECURITY

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

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

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

In consideration of the deducting of Union dues by the Hospital, the Union agrees to indemnify and **save**

harmless the Hospital against any claims or liabilities arising or resulting from the operation of this Article.

Dues deducted by the 15th of the month shall be remitted monthly to the Union, no later than the end of the month in which the dues were deducted.

5.02 Interview of New Employees: On or before the commencement of his employment, the Corporation will give to each new employee a copy of the Union Agreement to be supplied by the Union. It is agreed that a representative of the Union who is not on duty will be given an opportunity to interview each new employee (to a maximum of fifteen minutes) during the third month of his or her probationary period for the purpose of ascertaining the wishes of the employee concerning membership in the Union, but no employee will be compelled to present himself or herself for such interview. The Hospital Administration will advise the Union monthly of the names of those who have completed the first two months of their probationary period, and, on request, will arrange a place and time once each month for the said interview which shall not exceed fifteen minutes in duration.

There may be a representative of the Hospital Administration present at the interview. Because of this privilege of interview granted in this clause, it is expressly agreed by the Union that there shall be no solicitation for membership at any other time nor collection of dues at any time on the premises of the Hospital. The Hospital Administration will co-operate in scheduling interviews when the employees are on duty.

5.03 Employee t s : Upon the signing of this Agreement, the Corporation will furnish the Union with a copy of the employees' seniority list and revised copies will be

supplied at six month intervals thereafter. No objection may be taken by the Union unless notice of objection is given by the Union to the Hospital within one month after the Union has been furnished with the seniority list in which the item first appeared.

5.04 Dues Check Off: The remittances of union dues or amounts equivalent thereto which were deducted by the Corporation from the wages of employees, will be accompanied by lists showing the names of those employees from whose wages such deductions have been made and the names of employees from whose wages no such deductions were made and the reasons why no such deductions were made.

5.05 Bulletin Boards:

(a) The Hospital shall provide a Union Bulletin Board in a suitable location.

(b) The Union shall have the right to post notices of meetings and such notices as may be of interest to the employees on such bulletin board provided that all such notices are submitted to Human Resources for approval before posting. All out-dated notices shall be removed by the Union forthwith.

ARTICLE 6 NO STRIKE/LOCKOUT

6.01 (a) The Union agrees that there will be no strike or other collective action by the employees represented by the Union, and if such action should be taken by the employees, the Union will instruct the said employees to return to work and perform their usual duties forthwith and to resort to the grievance procedure established herein for the settlement of any complaint or grievance. Should there

be a violation of this section, there shall be no discussion or negotiation of the matter in dispute between the Corporation and the Union until normal work has been resumed.

(b) The Corporation agrees that there will be no lockout of employees.

(c) The term "strike" and "lockout" shall bear the meaning given them in The Ontario Labour Relations Act, R.S.O. 1970, Chapter 232 as amended.

~~ARTICLE 7~~ - UNION REPRESENTATION AND COMMITTEES

7.01 Grievance Committee:

(a) The Hospital will recognize a Grievance Committee composed of the Chief Steward and not more than seven (7) **employees** selected by the Union who have completed their probationary period. A general representative of the Union may be present at any meeting of the Committee. The purpose of the **Committee** is to deal with complaints or grievances as set out in this Collective Agreement.

(b) The Union shall keep the Hospital notified in writing of the names of the members of the Grievance Committee appointed or selected under **this** Article as well as the effective **date** of their respective appointments.

(c) A Committee member shall suffer no **loss** of earnings for time spent during their regular scheduled working hours in attending grievance meetings with the Hospital up to, but not including arbitration. The number of employees on the Grievance Committee shall be determined locally.

7.02 Stewards:

(a) The Hospital agrees to recognise Union stewards to be elected or **appointed** from amongst employees in the bargaining unit who have completed their probationary period for the purpose of dealing with Union business as provided under this Collective Agreement.

(b) A Chief Steward may be appointed or elected. The Chief Steward may, in the absence of any steward, **assist** in the presentation of any grievance, or with any steward function.

(c) 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.

(d) 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 duties, a Union steward is required to enter an area within the Hospital in which he is not originally employed, he shall **report** his presence to the supervisor in the area immediately upon entering it. Such permission shall not be unreasonably withheld. When resuming his regular duties and responsibilities, such steward shall again **report** to his immediate supervisor. A Union steward shall suffer no loss of earnings for time spent in performing the above duties during his regular scheduled working hours.

(e) Nothing in this Article shall preclude full-time stewards from representing part-time employees and vice versa.

(f) The number of stewards and the areas which they represent, are to be determined locally.

(g) Official Service **Employees** Union steward lapel pins may be worn by Stewards that have been confirmed in writing to the Corporation by the Union.

7.03 Central Bargaining Committee-

(a) In the event the parties to this Agreement agree to negotiate for its renewal through the process of central bargaining, either party to this Agreement may give **notice** to the other party of its desire to bargain for amendments on local matters proposed for incorporation in the renewal of this Agreement not earlier than six **calendar** months nor later than three calendar months prior to the normal termination date of **this** Agreement. Upon receipt of such **notice by one** party from the other, both parties will meet within fifteen days thereafter for the purpose of bargaining on local **matters**.

(b) It is understood and agreed that "**local matters**" means those matters which have been determined by mutual agreement **between** the central negotiating committees respectively representing each of the parties to this agreement as being **subjects** for local bargaining directly between the parties to this agreement. It is also agreed that **local** bargaining shall be **subject** to such procedures as **may** be determined by mutual agreement between the central negotiating **committees** referred to above.

(c) In future, central bargaining between the Service Employees International Union and the participating Hospitals, an employee serving on the Union's Central

Negotiating Committee shall be paid for time lost from his normal straight time working hours at his regular rate of pay and without loss of leave credits for attending central negotiating meetings with the Hospitals' Central Negotiating Committee in direct negotiations up to the point of Arbitration. Upon reference to Arbitration, the Negotiating Committee members shall receive unpaid time off for the purpose of attending Arbitration Hearings.

(d) It is understood and agreed that the maximum number of Union Central Negotiating Committee members entitled to payment under this provision shall be seven, and in no case will more than one employee from a Hospital be entitled to such payment.

(e) The Union shall advise the Hospitals' Central Negotiating Committee, before negotiations commence, of those employees to be paid under this provision. The Hospitals' Central Negotiating Committee shall advise the seven Hospitals accordingly.

7.04 Local Negotiating Committee:

(a) The Hospital agrees to recognize a Negotiating Committee comprising of 3 members to be elected, or appointed from amongst employees in the bargaining unit, who have completed their probationary period.

(b) Where the Hospital participates in central bargaining, the purpose of the Negotiating Committee shall be to negotiate local issues as defined.

(c) Where the Hospital does not participate in central bargaining, the purpose of the Negotiating Committee shall be to negotiate a renewal of this Collective Agreement.

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

(e) Nothing in this provision is intended to preclude the Union Negotiating Committee from having the assistance of any representatives of the Union when negotiating with the Hospital.

(f) The number of employees on the Negotiating Committee shall be determined locally.

(g) In the event that Local 268 and participating Hospitals decide to voluntarily bargain regionally for future negotiations, then the Union Negotiating Committee will consist of no more than one full-time representative from each Hospital and a maximum of two part-time employees representing all part-time units participating in regional negotiations.

7.05 Union/Management Committee: The parties agree that matters of mutual concern should be discussed at a Union/Management Committee meeting, Membership shall consist of equal numbers of representatives and include the Chief Steward and Assistant Executive Director, Human Resources. Meetings will be conducted as necessary with either party requesting a meeting in writing coupled with a proposed agenda.

ARTICLE GRIEVANCE AND ARBITRATION

8.01 For the purposes of this Agreement, a grievance or complaint is defined as a difference arising either between a member of the bargaining unit and the Hospital or between the parties hereto relating to the interpretation, application, administration or alleged violation of the Agreement.

8.02 The grievance shall identify the nature of the grievance, the remedy sought, and should, where possible specify the provisions of the Agreement which are alleged to have been violated.

8.03 At the time formal discipline is imposed or at any stage of the grievance procedure an employee shall have the right, upon request, to the presence of his/her steward. In the case of suspension or discharge, the Hospital shall notify the employee of this right in advance.

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 .

8.04 It is the mutual desire of the parties hereto that complaints shall be adjusted as quickly as possible, and it is understood that an employee has no grievance until he has first given his immediate supervisor the opportunity of adjusting his complaint. The grievor may have the assistance of a union steward if he so desires.

Such complaint shall be discussed with his immediate supervisor within five (5) days after the

circumstances giving rise to it have occurred or ought reasonably to have come to the attention of the employee.

Failing settlement within the five (5) days, it shall then be taken up as a grievance within five (5) days following his immediate supervisor's decision in the following manner and sequence:.

STEP ONE The employee shall submit the grievance, in writing, and signed by him, to his immediate supervisor. The employee may be accompanied by a Union steward. The immediate supervisor will deliver his decision in writing within five (5) days following the day on which the written grievance was presented to him. Failing settlement, then:

STEP TWO Within five (5) days following the decision under Step 1 the employee, accompanied by a union steward, or the union steward shall submit the written grievance to his Department Head, who will deliver his decision in writing within five (5) days following the day on which the grievance was presented to him.

This step may be omitted where the employee's immediate supervisor and Department Head are the same person. Failing settlement, then:

STEP THREE Within five (5) days following the decision in the immediately preceding step, the grievance shall be submitted in writing to the Chief Executive Officer of the Hospital or the designated Hospital representative,

A meeting will then be held between the Chief Executive Officer or the designated Hospital representative and the designated union representatives who may be accompanied by the general representative of the Union, within five (5) days of the submission of the grievance at Step 3, unless extended by mutual agreement of the parties.

The decision of the Hospital shall be delivered in writing within ten (10) days following the date of such meeting.

8.05 Policy Grievance: A complaint or grievance arising directly between the Hospital and the Union concerning the interpretation, application or alleged violation of the Agreement shall be originated at Step 3 within ten (10) days following the circumstances giving rise to the grievance.

It is expressly understood, however, that the provisions of this Article may not be used with respect to a grievance directly affecting an employee which he could have instituted himself and the regular grievance procedure shall not be thereby by-passed.

Where the grievance is a Hospital grievance it shall be filed with the Grievance Committee.

8.06 Group Grievance: Where a number of employees have identical grievances, and each one would be entitled to grieve separately, they may present a group grievance, in writing identifying each employee who is grieving, to the Department Head, or his designate, within ten (10) days after the circumstances giving rise to the grievance have occurred. The grievance shall then be treated as being initiated at Step

2 and the applicable provisions of this Article shall then apply **with** respect to the handling of such grievance.

8.07 Discharge Grievance: If an employee, who has completed his probationary period, claims that he has been unjustly discharged, such claim must be submitted by the employee, who may be accompanied by a union steward, or by the union steward at Step 3 of the grievance procedure to the Hospital within five (5) days following the date the discharge is effective,

Such grievance may be settled under the Grievance and Arbitration procedure by:

- (a) confirming the Hospital's action in discharging the employee, or
- (b) reinstating the employee with up to full seniority for time lost and up to full compensation for time lost,
- (c) any other arrangement which may be deemed just and equitable.

8.08 Failing settlement under the foregoing procedure, any grievance may be submitted to arbitration as hereinafter provided. If no written request for arbitration is received within ten (10) days after the decision under Step 3 is given, the grievance shall be deemed to have been abandoned.

8.09 All agreements reached, under the grievance procedure, between the representatives of the Hospital and

representatives of the Union will be final and binding upon the Hospital, the Union and the employee(s).

8.10 When either party requests that any matter be submitted to Arbitration as provided in this Article, it shall make such request in writing addressed to the other party to this Agreement, and at the same time appoint a nominee. Within five (5) days thereafter, the other party shall appoint its nominee, provided however, that if such party fails to appoint its nominee as herein required, the Minister of Labour for the Province of Ontario shall have the power to make such appointment upon application thereto by the party invoking the arbitration procedure. The two nominees shall attempt to agree upon a chairman of the Arbitration Board. If they are unsuccessful in agreeing upon such a chairman within a period of ten (10) days of the appointment of the second nominee, they shall then request the Minister of Labour for the Province of Ontario to appoint a chairman.

8.11 No person may be appointed to the Arbitration Board who has been involved in an attempt to negotiate or settle the grievance.

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

8.13 No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the Grievance Procedure.

8.14 The proceedings of the Arbitration Board will be expedited by the parties hereto and the decision of the majority, and where there is no majority, the decision of the

Chairman, will be final and binding upon the parties hereto and the employee or employees concerned.

8.15 Each of the parties hereto will bear the expense of the nominee appointed by it and the parties will share equally the fees and expenses, if any, of the Chairman of the Arbitration Board.

8.16 Saturdays, Sundays and Holidays are not to be counted in the time limits as set out in this Article.

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

ARTICLE SENIORITY

9.01 Probationary Period: A new employee will be considered on probation until he has completed forty-five days of work within any twelve calendar months. Upon completion of the probationary period he shall be credited with seniority equal to forty-five working days. 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: Full-time employees will accumulate seniority on the basis of their continuous

service in the bargaining unit from the last date of hire, except as otherwise provided herein.

Seniority will operate on a bargaining unit wide basis.

Notwithstanding the above, employees hired prior to October 10, 1986 will be credited with the seniority they held under the Agreement expiring November 15, 1985 and will thereafter accumulate seniority in accordance with this Article.

9.03 Transfer of Service and Seniority: Effective October 10, 1986, and for employees who transfer subsequent to October 10, 1986, 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 enroled in the employee benefit plans subject to meeting any waiting period or other requirements of those plans.

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

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 (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 utilises a leave of absence for a purpose other than that for which it was granted;

(e) employee has been laid off for eighteen (18) months:

(f) 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 twenty-four (24) calendar months from the time the disability or illness commenced.

9.05 Effect of Absence:

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

(b) During an unpaid absence exceeding thirty (30) continuous calendar days, credit for service for purposes of salary increment, vacation, sick leave, or any other

benefits under any provision of the Collective Agreement or elsewhere, shall be suspended for the period of the absence in excess of thirty (30) continuous calendar days, **the benefits** concerned appropriately reduced on a pro rata basis and the employee's anniversary date adjusted accordingly. In addition, the employee will become responsible for full payment of **subsidized** employee benefits in which he/she is participating for the period of the absence, except that **the Hospital** will continue to pay its share of the **premiums** for up to eighteen (18) months **while** an employee is in receipt of W.C.B. benefits. Effective April 10, 1989 the Hospital will continue to pay its share of the premiums for the initial **seventeen** (17) weeks from the commencement of the leave while an employee is on maternity or adoption leave. Effective April 10, 1989, service shall accrue for the initial seventeen (17) weeks from the commencement of the leave if an employee is on maternity or adoption leave. Notwithstanding this provision, service **shall accrue** for a period of fifteen (15) weeks if an employee's absence is due to a disability resulting in W.C.B. benefits.

(c) It is further understood that during such unpaid absence, credit for seniority for purposes of promotion, demotion, transfer or lay-off shall be suspended and not accrue during the period of **absence**, Notwithstanding this provision seniority shall accrue during maternity or adoption leave, or for a period of eighteen (18) months if an employee's absence is due to a disability resulting in W.C.B. benefits, or for a period of one (1) year if an **employee's** unpaid absence is due to an illness.

9.06 Transfer to Positions Outside of the Bargaining Unit: An employee who is transferred to a position outside of the bargaining unit for a period of six (6) months shall retain but not accumulate seniority held at

the time of the transfer. In the event the employee is returned to a position in the bargaining unit he shall be credited with the seniority held at the time of transfer and resume accumulation from the date of her return to the bargaining unit.

9.07 Transfer at Request of Employee:

(a) If an employee at his own request or to avoid being laid off is transferred to another classification, the employee shall immediately be paid the starting rate for the classification to which the employee is transferred and shall progress within the scale for that classification according to the length of service within that classification, subsequent to the date of the transfer.

(b) If an employee, having at least twelve (12) months seniority, at his own request or to avoid being laid off is transferred to another classification of equal or lower pay, the employee will start in the new classification at not less than the one year rate.

9.08 Transfer at Instance of Corporation: If at the instance of the Corporation an employee is transferred to another classification carrying a rate in a lower range, the employee shall not suffer thereby a reduction in rate of pay.

ARTICLE LAY OFF AND RECALL

10.01 The Hospital shall give each employee in the bargaining unit who has acquired seniority and who is to be laid off for a period of more than eight (8) weeks, notice in writing of his lay off in accordance with the following schedule.

Up to one year's service	1 week's notice
1 year but less than 3 years' service	2 week's notice
3 years but less than 4 years' service	3 week's notice
4 years but less than 5 years' service	4 week's notice
5 years but less than 6 years' service	5 week's notice
6 years but less than 7 years' service	6 week's notice
7 years but less than 8 years' service	7 week's notice
8 years' service or more	8 week's notice

Such notice will be handed to the employee and a signed acknowledgement requested if the employee is at work **at the time** the notice is ready for delivery. **In, the** alternative, it shall be mailed by registered mail. An employee on lay off and recalled to a temporary position shall not be entitled to further notice of lay off.

In the event of a proposed lay off of more than eight (8) weeks' duration, the Hospital will:

a) Provide the Union with no less than thirty (30) calendar days notice of such lay off, and

b) meet with the Union through the Labour Management Committee to review the following:

i) the reason causing the lay off

ii) the service the Hospital will undertake after the lay off

iii) the method of implementation including the areas of cut-back and employees to be laid off.

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

10.02 In all other cases of lay off, the Hospital shall give each employee in the bargaining unit who has acquired seniority one (1) week's notice provided however, such notice shall not be required if the lay off occurs because of emergencies (for example, fire, act of God, power failure or equipment breakdown) .

10.03 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.

10.04 An employee who is subject to lay off shall have the right to either:

(a) Accept the lay off; or

(b) displace an employee who has lesser bargaining unit seniority and who is the least senior employee 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 subject to his or her rights under this section.

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

10.05 An employee shall have the 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.

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

10.06 In determining the ability of an employee to perform the work for the purposes of Paragraphs .03, .04 and .05 above, the Hospital shall not act in an arbitrary or unfair manner.

10.07 An employee recalled to work in a different classification from which he was laid off shall have the privilege of returning to the position he held prior to the lay off should it become vacant within six (6) months of being recalled.

10.08 No new employees shall be hired until all those laid off have been given an opportunity to return to work and have failed to notify the Hospital of their intention to do

so, in accordance with .09 below, or have been found unable to perform the work available.

10.09 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.

10.10 Where the employee fails to notify the Hospital of his intention to return to work in accordance with the provisions of Paragraph .09, he shall lose all seniority and be deemed to have quit the employ of the Hospital.

10.11 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.

10.12 A. laid off employee shall retain the rights of recall for a period of eighteen (18) months from the date of lay off.

10.13 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.

10.14 Any agreement reached between the Hospital **and** the Union concerning the method of implementing layoffs will take **precedence** over other terms of layoff in this Agreement.

ARTICLE **JOB POSTING**

11.01 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 **five (5)** days excluding Saturday, Sunday and holidays. Vacancies created by the filling of an initial permanent vacancy within the bargaining unit shall be posted for a period of three (3) consecutive days excluding Saturday, Sunday and holidays. All applications are to be made in writing within the posting period.

11.02 The postings referred to in Article 11.01 shall stipulate the qualifications, classification, rate of pay, department and shift and a copy shall be provided to the Chief Steward..

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

11.04 Where there are no successful applicants from within this bargaining unit for positions referred to in Article .01, employees in other S.E.I.U. service bargaining units at the Hospital will be considered for such positions

prior to considering persons not employed by the Hospital. The employees eligible for consideration shall be limited to those employees who have applied for the position in accordance with Article .01 and selection shall be made in accordance with Article .03 above.

11.05 Vacancies which are not expected to exceed six (6) months will not be posted and may be filled at the discretion of the Hospital. In filling such vacancies consideration shall be given to part-time employees in S.E.I.U. service bargaining units who have recorded their interest in writing prior to considering persons not employed by the Hospital. In considering such part--time employees the criteria for selection in .03 shall apply. Part-time employees selected to fill a vacancy under this Article will continue to maintain their part-time status and upon completion of the assignment the employee will return to his former position.

11.06 The Hospital shall have the right to fill any vacancy on an interim basis until the posting procedure or the Request for Transfer procedure provided herein has been complied with, and arrangements have been made to assign the employee **selected** to fill the vacancy to the job. No grievance may be filed concerning such temporary arrangements.

11.07 The successful applicant will be placed in the vacancy for a trial period not exceeding forty-five (45) working days and if the **employee** proves satisfactory, then he shall **be** considered permanently **assigned** to the vacancy. If the employee proves unsatisfactory during that time, or if the employee feels he is unable to perform the duties of the vacancy to which he is posted, the employee will be returned to his former position at his former salary or rate of pay, as will any other employee in the Bargaining Unit who was

promoted or transferred by reason of such placing. Newly hired employees shall be terminated and such termination shall not be subject to the grievance and arbitration procedure.

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

ARTICLE 12 NO CONTRACTING OUT

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

ARTICLE 13 WORK OF THE BARGAINING; UNIT

13.01 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 the broadening of that work to other areas.

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.

13.03 Volunteers:

(a) The use of volunteers to perform bargaining unit work shall not be expanded beyond the extend 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 initiation of such a drive.

13.04 Ratio of R.N.'s to R.N.A.'s. At the time of considering whether or not to alter the ratio of R.N.'s to R.N.A.'s in any department, the Hospital agrees to consult with the Union in advance of any decision being made and, again in advance of any decision being made, the senior administrator of the Hospital agrees to meet with and to entertain submissions from the Union with respect to the merits of maintaining the existing ratio.

In addition to the above process and apart from it where a change in the ratio is planned by the Hospital and it does not arise because of employee retirement, resignation or death then it can only be carried out following a full and complete disclosure to the Union of the plan of the Hospital and the reasons for it. After full and complete disclosure to the Union the Hospital and Union are to meet and discuss the plan and the reasons with a view to possibly modifying them including maintaining the existing ratio. The planned change in the ratio cannot be implemented by the Hospital for a period of forty-five (45) days from the date of full and

complete disclosure to the Union: and only implemented if there has been the consultative process required by this clause carried out in good faith by the Hospital.

ARTICLE 14 A 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 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.

14.04 Employees with one (1) or more years of continuous service who are subject to layoff under conditions referred to above, will be given notice of the impending change in employment status at the earliest reasonable time

in keeping with the notification to the Union as set out above and the requirements of the applicable legislation.

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

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

15TICLE LEAVES OF ABSENCE.

15.01 Bereavement Leave.:

(a) An employee who notifies the Hospital as soon as possible following a bereavement, shall be granted up to three 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.

15.02 Education Leave.

(a) If required by the Employer, an employee shall be entitled to leave of absence with pay and without loss of seniority and benefits to write examinations to upgrade his or her employment qualifications.

(b) A leave of absence, without pay, to take further education related to the employee's work with the Hospital may be granted upon written application by the employee to the administration of the Hospital. It is further understood and agreed that the Employer will, wherever its operational requirements permit, endeavour to arrange the shifts of employees attending courses or seminars to permit such attendance.

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

15.03 Jury and Witness Duty: If an employee is required to serve as a juror in any Court of law, or is required to attend as a witness in a Court proceeding in which the Crown is a party, or is required by Subpoena to attend a Court of law or coroner's inquest in connection with a case arising from the employee's duties at the Hospital, the employee shall not lose regular pay because of such attendance provided that the employee:

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

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

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

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

Where the employee's attendance is required during a different shift than he is scheduled to work that day, the Hospital will **attempt** to 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 is required to attend during other than his regularly scheduled paid hours, he shall be paid for all hours actually spent at such hearing at his straight time hourly rate subject to (A), (B) and (C) above.

15.04 Maternity Leave:

An **employee** who is pregnant and who has been employed for at least ten (10) months immediately preceding the expected date of birth shall be entitled, upon her written application therefore, to a leave of seventeen (17) weeks from her employment or such shorter leave of absence as the employee may request commencing during the period of eleven (11) weeks immediately preceding the estimated day of her delivery.

An **employee** on leave as set out above who is in receipt of Unemployment Insurance maternity benefits pursuant to Section 18 of the Unemployment Insurance Act, shall **be** paid a supplemental unemployment benefit. That: benefit will be equivalent to the difference between seventy--five per cent (75%) of her regular weekly earnings and the sum of her weekly Unemployment Insurance benefits and any other earnings. Such payment shall **commence** following completion of the two week Unemployment Insurance waiting period, and receipt by the Hospital of the **employee** Unemployment Insurance cheque stub as proof that she is in receipt of Unemployment Insurance pregnancy benefits, and shall continue while the employee is in receipt of such **benefits** for a maximum period of fifteen (15) weeks. The **employee's** regular 'weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours.

Where the actual date of **her** delivery is later than the estimated day of her delivery, the leave of absence shall not end before the expiration of six (6) weeks following the actual date of her delivery.

The employee shall give her Employer four (4) weeks notice in writing prior to the day upon which she intends to commence her leave of absence and shall furnish her Employer with the certificate of a legally qualified medical practitioner stating that she is pregnant and giving the estimated day upon which delivery will occur in his opinion.

An employee may, if she desires to return to work, shorten the duration of the leave of absence requested upon giving her Employer three (3) weeks notice of her intention to do so and furnishing her Employer with the certificate of a legally qualified medical practitioner stating that she is able to resume her work.

The Employer may require the employee to begin the leave of absence at such time as in its opinion the duties of her position cannot reasonably be performed by a pregnant woman or the performance of her work is materially affected by the pregnancy.

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

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

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

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

maternity leave. After seventeen (17) weeks and subject to the provisions of the master policies governing such plans, employees desiring to maintain such protection through the Employer shall be entitled to remit to the Employer such full premiums as fall due during the leave so as to insure continued coverage.

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

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

The leave of absence provided for under this Article shall be extended, upon application in writing to the Employer at least two (2) weeks prior to the expiry of the leave, for a period up to six (6) months following the date the leave commenced.

15.05 Adoption Leave

Where an employee, with at least ten (10) months of continuous service qualifies to adopt a child, such employee will be entitled to a leave of absence without pay for a period of up to seventeen (17) weeks duration or such greater time as may be required by the adoption agency concerned up to a maximum aggregate of six (6) months. Such employee shall advise the Hospital as far in advance as

possible of having qualified to adopt a child, and shall request the leave of absence in writing upon receipt of confirmation of the pending adoption.

Effective on confirmation by the Unemployment Insurance Commission of the appropriateness of the Hospital's Supplemental Unemployment Benefit (SUB) plan, an employee on leave as set out above who is in receipt of Unemployment Insurance adoption benefits pursuant to section 20 of the Unemployment Insurance Act, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between seventy-five per cent (75%) of her regular weekly earnings and the sum of her weekly Unemployment Insurance benefits and any other earnings. Such payment shall commence following completion of the two week Unemployment Insurance waiting period, and receipt by the Hospital of the employee's Unemployment Insurance cheque stub as proof that she is in receipt of Unemployment Insurance adoption benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks, The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours.

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

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

The Hospital will continue to pay its share of the premiums of the subsidized employee benefits in which the employee is participating for the initial seventeen (17) weeks

from the commencement of the leave while the employee is on adoption leave. After seventeen (17) weeks and subject to the provision of the master policies governing such plans, employees desiring to maintain such protection through the Employer shall be entitled to remit to the Employer such full premiums as fall due during the leave so as to insure continued coverage.

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

15.06 Office:imeunion 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 calendar year 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.

15.07 Union Leave:

(a) The Hospital shall grant leave of absence *without: pay to employees to attend Union conventions, seminars, education classes or other Union business provided that such leave will not interfere with **the** efficient operation of the Hospital.

(b) In requesting such leave of absence for an **employee** or employees, the Union must give at least **twenty-one (21)** days clear notice in writing to the Hospital.

(c) The cumulative total leave of absence, **the** number of **employees** that **may** be absent at any one time from any one area, and the number of days of absence shall be as provided elsewhere in the current local sections of the Agreement (unless altered by local negotiations).

(d) Leave of absence will not be granted to **more** than four employees at one time, nor to more than one employee from a department, nor for more than three periods in each calendar year of a maximum duration of two consecutive weeks.

(e) In addition to the leave of **absence** set out above, members of the Union Executive Board and/or Council, employed by the Hospital will be entitled to an additional cumulative leave of **absence**, without pay, not to exceed ten days per contract year, subject to the conditions set out: above, for the purpose of attending Executive and/or Council meetings.

(f) The Corporation will pay the regular salary to the **employee** and **bill** the Union for the **time lost** by the employee during such leave of absence.

15.0H Personal Leave: No negotiated language.

ARTICLE 16 HOURS OF WORK

16.01 Daily and Weekly Hours of Work:

(a) The following paragraphs and sections are intended to define the normal hours of work and **shall!** not be construed as a guarantee of hours of work per day or per week or of days of work per week.

(b) It is understood normal hours include those required to accommodate the change from Daylight Savings Time to Standard Time and vice versa to which the other provisions of the Articles dealing with Hours of Work & Overtime do not apply. It is further understood that the amount of regular pay for a full normal shift worked shall not be affected by reason of the change in the number of normal hours worked in consequence of such change from Daylight Savings Time to Standard Time and vice versa.

(c) The regular shift for all employees shall consist of seven and one-half consecutive hours (exclusive of the meal period) . This means that employees must report to their respective supervisors in uniform and remain in uniform for the full working shift.

(d) For the purposes of this Agreement, the Hospital work week commences at 0001 a.m. on Monday. The work day shall be a period of twenty-four hours commencing at 0001 a.m. of the operation as scheduled by the Corporation.

(e) Attendance at in-service classes outside of regular working hours is voluntary on the part of the employee **and non-compensable.**

16.02 Rest Periods:

(a) All employees will be allowed two rest periods per day of fifteen minutes duration (one in each full half scheduled shift) **without** deduction in pay.

(b) 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.

16.03 Time Off Between Shifts: In the cases of departments where employees are required to rotate on the day, evening and/or night shifts, the Corporation will endeavour to arrange shifts such that there will be a minimum of **twenty-three hours** between the beginning of shifts and change-over of shifts and of thirty-nine hours if there is **one** day off and of sixty-three hours if there are two days off between the change-over of shifts except where the Corporation accedes to **the wishes** of employees in any department of the Hospital and **alters this scheduling of** hours with the consent of the **Union.**

16.04 Weekends: In scheduling shifts the Hospital will endeavour to **arrange** schedules so as to provide for a minimum of eight weekends off in every twenty-four week period, and, in any event, at least one weekend off in each **three week period.** Where a weekend off is not granted within a three week period, time worked on such third weekend but not **subsequent weekends** shall be paid at the rate of time and one-half unless the Hospital, notwithstanding its best efforts,

was unable to meet this standard. This standard shall not apply where:

(i) Such weekend work was performed by the employee to satisfy specific days off requested by such employee; or

(ii) such employee has requested weekend work, or was advised at the time of hire or when the job was posted that the regular schedule normally requires continuous weekend work; or

(iii) such weekend is worked as a result of an exchange of shifts with another employee; or

(iv) the Hospital is unable to comply due to a prohibition against scheduling split days off.

It is understood and agreed that there shall be no pyramiding of overtime premiums under the provisions of the Collective Agreement arising out of the foregoing undertaking.

The foregoing shall have no application where other scheduling arrangements are provided acceptable to the Employer and the employees affected and approved by the Union.

16.05 Scheduling: Four week schedules for work shall be posted not later than two weeks in advance of the commencement of the schedule. Requests for specific days off are to be submitted in writing at least two (2) weeks in advance of posting.

Employees will be notified in advance of changes to the schedule.

16.06 Exchange of Shifts: Requests for change in posted time schedules must: be submitted in writing and co-signed by an employee willing to exchange days off with the employee in the same classification requesting the change. Any such change in a scheduled shift initiated by the employee and approved by the employer shall not result in overtime payment.

The Corporation may allow an exchange of shifts at the request of two employees provided that its approval is obtained in advance and that no additional cost to the Corporation results from such exchange of shifts.

ARTICLE 17 PREMIUM PAYMENT

17.01 Definition of Straight Time Rate of Pay: For the purposes of calculating any benefit or 'money payment under this Agreement to which an employee is entitled, the regular straight time rate of pay is that prescribed in Wage Schedule "A" of this Agreement.

17.02 Definition of Overtime (Overtime Premium):

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

(b) It is understood and acknowledged that the Corporation has the right to require employees to perform reasonable authorized overtime work.

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

(d) Overtime premium will not be duplicated nor pyramided nor shall other premiums be duplicated nor pyramided nor shall the same hours worked be counted as part of the normal work week and also of hours for which the overtime premium is paid.

17.03 Reporting Full-time employees who report for any scheduled shift will be guaranteed at least four hours of work, or if no work is available will be paid at least four hours 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.

17.04 Standby: 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.

Standby pay shall, however, cease where an employee is called in to work, and works during the period of standby.,

17.05 Call back :

(a) Where employees are called back to work after having completed a regular shift and prior to the commencement of their next regular shift they shall receive a minimum of three (3) hours of work or three (3) hours pay at the rate of time and one-half (1½) 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 ($1\frac{1}{2}$) after which they shall revert back to the regular shift.

(b) Call-back pay shall cover all calls within the minimum three (3) hour period provided for under (a). If a second call takes place after three (3) hours have elapsed from the time 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 regular shift, (a) shall apply.

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

17.06 Shift- Premium: Employees shall be paid retroactive to October 11, 1987 a shift premium of forty-five cents (45) per hour for all hours worked where the majority of their scheduled hours fall between 1500 and 0700 hours.

17.07 Responsibility Outside thBargaining 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.

17.08 Overtime Time:

(a) Employees who work overtime will not be required to take time off during regular hours to offset 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 (ie. where the applicable rate is time and one-half, then time off shall be at one and one-half times). Where an employee chooses the latter option, such time off must be taken within the succeeding two 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.

17.09 Paid Time to Working Time: Time paid by the Hospital for bereavement leave, sickness, paid holidays and paid vacations, is to be recognized as time worked for the purpose of calculation of overtime.

ARTICLE-18 - ALLOWANCES

18.01 Meal allowance: When an employee is required to and does work for three (3) or more hours of overtime after his normal shift he shall be provided with a hot meal or 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 dollar (\$5.00) payment.

18.02 Uniform Allowance: Where uniforms are required, the hospital shall either supply and launder uniforms or provide a uniform allowance of \$70.00 per year in a lump sum payment in the first pay period of November of each year.

18.03 Transportation : When an employee is required to travel to the Hospital or to return to her home as a result of reporting to or off work: between the hours of 2400 - 0600 hours, (other than reporting to or off work for her regular shift) or at any time while on standby, the Hospital will pay transportation costs either by taxi or by her own vehicle at the rate of thirty-five cents (35¢) per mile [to a maximum of: fourteen dollars (\$14.00)] or such greater amount as the Hospital may in its discretion determine for each trip between the aforementioned hours. The employee will provide to the Hospital satisfactory proof of payment of such taxi fare.

ARTICLE 19 - HEALTH AND 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 (1) 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 (1) calendar year from the date of appointment which may be renewed for further periods of one (1) 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 time so spent attending such meetings shall be deemed to be work time for which 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 15.04.

(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.

19.02 Protective Clothing:

The Hospital agrees to continue its present practices with respect to the provision of protective clothing and safety devices to employees, subject to the provision set out below with respect to safety footwear. The Hospital further agrees to meet directly with representative of the Union or through the Accident Prevention Committee to discuss the need for any protective clothing or safety equipment in addition to that which the Hospital is presently providing.

Effective September 1, 1988 and on that date for each subsequent year, the Hospital will provide \$35.00 per year to each full-time employee who is required by the Hospital to wear safety footwear during the course of his duties.

ARTICLE 20 PAID HOLIDAYS

20.01 The Corporation recognizes the following days as paid holidays:

New Year's Day	Good Friday
Victoria Day	Dominion Day
Labour Day	Thanksgiving Day
Christmas Day	Boxing Day (December 26th)
Civic Holiday (first Monday in August)	Remembrance Day

An employee's birthday shall be a paid holiday.

20.02 An employee who works his last regularly scheduled day immediately prior to and following any of the above paid holidays and who is required to work on such paid holidays shall, at the option of the Corporation, be paid on any of the following alternative bases:

(a) upon supervisory scheduling employees of all departments may be allowed to accumulate five paid holidays; namely, Good Friday, Victoria Day, Dominion Day, Civic: Holiday and Thanksgiving Day. These five accumulated days may be taken by the employee in conjunction with the employee's annual vacation, thereby giving the employee an additional one week's vacation. This additional week's vacation cannot be taken between June 15 and September 15.

(b) where supervisory scheduling does not permit employees to accumulate the above-noted paid holidays and for any and all paid holidays worked and not accumulated, the employee shall be paid time and one-half for all hours worked in addition to the regular daily rate.

(c) The employee may be assigned the paid holiday off.

20.03 (a) Where a paid holiday falls on an employee's regularly scheduled day off, it shall be deemed to be a paid holiday and the employee will be given another day off at some other time;

(b) Where an employee's birthday falls on a non-occurring February 29th, in non-leap years, March 1st will be substituted as the birthday:

(c) Where an employee's birthday falls on another paid holiday, another day will be substituted as the birthday holiday as mutually agreed between the Corporation and the employee:

(d) When an employee has been assigned a day off in lieu of his birthday and is required to 'work on such assigned day off, he shall be paid at the rate of time and one-half plus his daily rate.

20.04 An employee who is absent on a paid holiday after being posted to work forfeits all pay for that day.

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

20.06 The Hospital will schedule employees off work for not less than three (3) consecutive days at either Christmas or New Year's. The Hospital will endeavour to give Christmas Eve off with Christmas Day and New Year's Eve off with New Year's Day.

20.07 (a) Each employee who has completed his probationary period shall be entitled to one floating holiday (which is not a premium day) with regular pay:

(b) In the event that Heritage Day or some other day is proclaimed as a Statutory Holiday by the Government of Ontario (other than those listed in paragraph 20.01 above}, such day shall be substituted for the floating holiday.

20.08 In order to qualify for each paid holiday, an employee must work his last scheduled shift immediately prior to, and his first scheduled shift immediately following the paid holiday.

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

20.10 Lieu Days: Lieu days will be assigned on mutual agreement between the Hospital and the employee. Failing agreement to schedule the lieu day within the sixty (60) day period, having earned such lieu day, the Hospital at its discretion shall assign the lieu day off.

20.11 Scheduling Float/Statutory Holidays: Float and Statutory Holidays will be scheduled in accordance with employees' request provided that the day requested can be accommodated and that the employees' request is submitted to the Department Head, in writing, prior to the posting of the schedule in accordance with the Collective Agreement.

A R T I C VACATIONS 21

21.01 Entitlement and Calculation of Payment:

An employee who has completed less than one (1) year of continuous service as of June 30 shall be entitled to two (2) weeks' annual vacation. Payment for such vacation shall be prorated in accordance with his/her service.

An employee who has completed one (1) year but less than two (2) years of continuous service as of June 30 shall be entitled to two (2) weeks' annual vacation with pay.

An employee who has completed two (2) years but less than five (5) years of continuous service as of June 30 shall be entitled to three (3) weeks' annual vacation with pay.

An employee who has completed five (5) years but less than fifteen (15) years of continuous service as of June 30 shall be entitled to four (4) weeks' annual vacation with pay.

An employee who has completed fifteen (15) years but less than twenty-five (25) years of continuous service as of June 30 shall be entitled to five (5) weeks' annual vacation with pay.

An employee who has completed twenty-five (25) years or more of continuous service as of June 30, shall be entitled to six (6) weeks' annual vacation with pay.

Vacation pay shall be calculated on the basis of the employees' regular straight time rate of pay times their normal weekly hours of work, subject to the application of the Effect of Absence provision.

21.02 Approved Leave Absen During Vacation:
Where an employee's scheduled vacation is interrupted due to serious illness which commenced prior to and continues into the scheduled vacation period, the period of such illness shall be considered sick leave.

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

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

21.03 Vacation Scheduling: Employees will be permitted by the Corporation to schedule vacations during the period February 1st to December 15th. Vacation entitlement will be allowed to be split into vacation weeks.

For purposes of future vacation scheduling, the parties agree that the employer will post a list requesting vacation preferences from employees. This list will be posted by February 1st each year and remain posted until March 15th each year. Employees will be allotted their preference on a rotating seniority basis, (i.e. senior employees having first choice one year with the next senior group having the choice the following year, etc.), until the complete seniority list has been covered in each department at which time the cycles shall again rotate. A finalized list will be posted by the employer by March 30th each year.

Failure of an employee to enter his/her preferred vacation dates by March 15th each year will result in the employee concerned not being able to exercise seniority in the choice of vacation dates.

If possible, and by mutual agreement between the employer concerned and the employee, a change in the vacation schedule can be made after final posting.

ARTICLE 22 HEALTH AND INSURED BENEFITS

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

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

(b) The Hospital agrees to contribute **seventy-five** percent (75%) of the billed premiums towards coverage of eligible employees in the active employ of the Hospital under the **amended** Blue Cross Extended Health Care benefits or comparable coverage with another carrier providing for \$10.00 (single) and \$20.00 (family) deductible, **providing** the balance of monthly premiums are paid by the employee through payroll deductions. In addition to the standard benefits, coverage **will** include vision care (maximum \$60.00 every 24 months) as well as a hearing aide allowance (lifetime maximum \$300.00 per individual). **Effective** one month following the date of the ratification coverage will include vision care (maximum \$90.00 **every** 24 months) as well as a hearing aide allowance (lifetime maximum \$500.00/per individual) and **the** deductible will be \$15.00 (single) and \$25.00 (family).

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

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

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

22.02 Change of Carrier: The Hospital may at any time substitute another carrier for any plan (other than O.H.I.P.) provided that the benefits provided thereby are substantially the same.

22.03 Pension: All present employees enroled in the Hospital's pension plan shall maintain their enrolment in the plan subject to its terms and conditions. New employees and employees not yet eligible for membership in the plan shall, as a condition of employment, enrol in the plan when eligible in accordance with its terms and conditions.

The Corporation will contribute for regular full,-time employees as follows:

(a) to the Hospital of Ontario Pension Plan on such basis. as may be, from time to time, determined by that plan;

(b) to the Canada Pension Plan an amount required by law.

ARTICLE 23 INJURY AND DISABILITY

23.01 Workers' - Compensation Injury: There shall be 'no pay deduction from an employee's regular scheduled shift when the employee has completed any portion of the shift prior to going on Workers' Compensation benefits.

23.02 Disabled y e e ! : If an employee becomes disabled with the result that he is unable to carry out the regular functions of his position, the Hospital may establish a special classification and salary with the hope of providing an opportunity of continued employment.

ARTICLE 24 SICK LEAVE

24.01 Sick Leave and Long Term Disability:

(a) The Hospital will assume total responsibility for providing and funding a short-term sick leave plan at least equivalent to that described in the 1987 Hospitals of Ontario Disability Plan (HOODIP) brochure.

(b) The Hospital will pay seventy-five percent (75%) of the billed premium towards coverage of eligible employees under the long-term disability portion of the plan (HOODIP or an equivalent plan), the employee paying the balance of the billed premium through payroll deduction. For the purpose of transfer to the short-term portion of the

disability program, employees on the payroll as of the effective date of the transfer with three (3) months or more of service shall be deemed to have three (3) months of service. For the purpose of transfer to the long-term portion of the disability program, employees will be credited with their actual service.

(c) Effective the first month following the transfer the existing accumulating sick leave plan shall be terminated and any provisions relating to such plan shall be null and void except as to those provisions relating to payout of unused sick leave benefits which are specifically dealt with hereinafter.

Existing sick leave credits for each employee shall be converted to a sick leave bank to the credit of the employee at the then current per diem rate of pay based on his regular straight ~~time~~ hourly rate. The "sick leave bank" shall be utilized to:

(i) Supplement payment for sick leave days under the new program or paragraph 5 below which would otherwise be at less than full wages and,

(ii) Where a payout provision existed under the former sick leave plan in the Collective Agreement, payout on termination of employment shall be that portion of any unused sick leave dollars under the former conditions relating to payout.

(iii) Where, as of the effective date of transfer, an employee does not have the required service to qualify for payout on termination, his existing sick leave credits as of that date

shall nevertheless be converted to a sick leave bank in accordance with the foregoing and he shall be entitled, on termination, to that portion of any unused sick leave dollars providing he subsequently achieves the necessary service to qualify him for payout under the conditions relating to such payout.

(iv) Where a payout provision existed under the former sick leave plan in the Collective Agreement, an employee who has accumulated sick leave credits and is prevented from working for the Hospital on account of an occupational illness or accident that is recognized by the Workers' Compensation Board as compensable within the meaning of the Workers' Compensation Act, the Hospital, on application from the employee, will supplement the award made by the Workers' Compensation Board for loss of wages to the employee by such amount that the award of the Workers' Compensation Board for loss of wages, together with the supplementation of the Hospital, will equal one hundred percent (100%) of the employee's net earnings to the limit of the employee's accumulated sick leave credits. Employees may utilize such sick leave credits while awaiting approval of a claim for Workers' Compensation.

(d) There shall be no pay deduction from an employee's regular scheduled shift when the employee has completed any portion of the shift prior to going on sick leave benefits or Workers' Compensation benefits.

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

(f) Absences due to pregnancy related illness shall be considered as sick leave under the sick leave plan.

(g) Unemployment Insurance Rebate: The short-term sick leave plan shall be registered with the Unemployment Insurance Commission (UIC). The employee's share of the Employer's unemployment insurance premium reduction will be retained by the Hospital towards offsetting the cost of the benefit improvements contained in this Agreement.

24.02 Workers Compensation Benefits and Sick Leave:
 An employee who is absent from work as a result of an illness or injury sustained at work and who has been awaiting approval of a claim for Workers' Compensation for a period longer than one complete pay period may apply to the Hospital for payment equivalent to the lesser of the benefit she would receive from Workers' Compensation if her claim was approved, or the benefit to which she would be entitled under the short term sick portion of the disability income plan (HOODIP or equivalent plan). Payment will be provided only if the employee provides evidence of disability satisfactory to the Hospital and a written undertaking satisfactory to the Hospital that any payments will be refunded to the Hospital following final determination of the claim by the Workers' Compensation Board. If the claim for workers' compensation is not approved, the monies paid as an advance will be applied towards the benefits to which the employee would be entitled under the short term portion of the disability income plan. Any payment under this provision will continue for a maximum of fifteen (15) weeks.

24.03 Employees on the payroll in the Hogarth unit only as of March 31st, 1982, that had established a sick leave bank at the time of transfer to H.O.O.D.I.P. for supplementing or topping up payment for sick leave days under the short-term illness portion shall upon termination of employment be paid one third (1/3) of any unused portion of sick leave bank to a maximum of twenty-five days calculated at the employee's rate of pay at the time of transfer.

24.04 Absence for sickness or accident compensable by the Workers' Compensation Board will not be paid for under the H.O.O.D.I.P. program.

24.05 When sick pay is claimed, proof of disabling sickness or accident will be furnished by a certificate from a duly qualified medical practitioner if requested by the Corporation.

24.06 An employee absent by reason of sickness or accident may elect not to take sick leave with pay.

24.07 An employee will not be entitled to sick pay during a period of lay-off or leave of absence without pay, during a vacation period, or whose absence is due to adoption leave.

24.08 During the months of March and September, any employee of the Corporation desiring to do so, will be allowed, to review his sick leave bank with the Director of Personnel, or his designate.

24.09 Employees on sick leave shall maintain an ongoing liaison with the Hospital and confirm their date of

return to work from such sick leave with the Hospital to the extent necessary to accommodate scheduling arrangements.

24.10 Lieu Days While on Paid Sick Leave: Where an employee is on paid sick leave the Hospital will not schedule a lieu day. A lieu day scheduled prior to the commencement of the paid sick leave shall remain as scheduled.

24.11 Sick Leave means the period of **time** when an employee is permitted to **be** absent from work due to sickness or accident rendering him unable to perform his regular duties as an employee, and not compensable under the Worker's Compensation Act.

ARTICLE 25 COMPENSATION

25.01 Pay:rience 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 (1) year's service for every two (2) years 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,,

25.02 Promotion to a Higher Classification: 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 shall receive no less

an increase in wage rate than the equivalent of one step in the wage rate of his previous classification (provided that he does not exceed the wage rate of the classification to which he has been promoted}.

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

25.04 Classification:

(a) When a new classification (which is covered by the terms of this Collective Agreement) is established by the Hospital, the Hospital shall determine the rate of pay for such new classification and notify the local Union of the same within seven (7) days. If the local Union challenges the rate, it shall have the right to request a meeting with the Hospital to endeavour to negotiate a mutually satisfactory rate. Such request will be made within ten (10) days after the receipt of notice from the Hospital of such new occupational classification and rate. Any change mutually agreed to resulting from such meeting shall be retroactive to the date that notice of the new rate was given by the Hospital. If the parties are unable to agree, the dispute concerning the new rate may be submitted to arbitration as provided in the Agreement within fifteen (15) days of such meeting. The decision of the Board of Arbitration (or arbitrator as the case may be) shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classification.

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

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

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

ARTICLE 26 **GENERAL ARTICLE**

26.01 **Payment of Wages:** The Corporation agrees that the wages **shall** be paid on a regular **bi-weekly** payday, **except** when interfered with by the occurrence of a paid holiday in which case the regular payday may be delayed one day. Employees will be paid during working hours and employees on the night shift will be paid on payday at the conclusion of their shift unless they go to a direct banking **system**

26.02 **Retroactivity:** Retroactivity to October 11, 1989 shall apply only to the general wage increase and shall

be paid on the basis of hours paid since that date. The existing percentage in lieu of benefits will be calculated and paid on the retroactive payments for part-time employees.

Such retroactivity shall be paid as soon as possible but no later than sixty (60) days from the date of written notice of ratification of the Memorandum of Settlement by both parties.

Employees who have terminated their employment since October 11, 1989 shall be given notice by registered mail within 30 days from the date of written notice of ratification of the Memorandum of Settlement by both parties, at their address last known by the Hospital, and shall have sixty (60) days from the date of such notice within which to claim retroactive payment.

Retroactive pay will be paid on a separate cheque where the existing payroll system allows. Where the existing payroll system does not allow for such separate cheque, the Hospital will supply the employee with a detailed explanation of the retroactive pay calculations,

The Hospital will make every effort to pay the new wages within one pay period from the date of written notice of ratification of the Memorandum of Settlement of both parties.

26.03 Physical examinations: Employees shall be required to undergo routine medical examinations from time to time as designated by the Corporation, such examinations to be conducted by a physician appointed by the Corporation and at its expense.

26.04 Letters of Reprimand: The Hospital agrees that in considering the imposition of any disciplinary penalty including **discharge**, no weight will be given to letters of warning in respect of matters **which** occurred 'more than two years prior to the date of the matters under current **consideration**, except in circumstances where disciplinary action on related matters has occurred within the two year period.

26.05 Notice of Termination: Every employee shall give **at least** one week's notice of termination or he shall pay two **days'** earnings for failure to **give** such notice of termination, and subject to the provisions of The Employment Standards Act, the Corporation shall give one week's notice of termination of employment or shall pay one week's wages in lieu of notice, except in cases of dismissal for cause or termination during probationary period. The Corporation may compulsorily retire an employee in accordance with The Ontario Hospital Association Pension Plan and no grievance may be lodged in connection therewith.

26.06 Disciplinary Measures: Where an employee is called before a Supervisor, Department Head or Administration, for the **purpose** of discipline, he will be informed that he has the right to have a union representative present.

26.07 No Discrimination: Each of the **parties** hereto agrees that there will be no discrimination, interference, restraint or coercion exercised or practised upon any employee on account of: ' membership or non-membership in any labour **organization** or by reason of race, colour, religious beliefs or national origin.

26.08 Prohibition of Union Activities: The Union agrees **that** neither it, nor its officers, agents,

representatives and members will engage in Union activities on Corporation time or on Corporation property except as authorized by this Agreement.

26.09 Notices: Any notice to any employee under this Agreement may be given personally (either directly or by telephone) or by telegraph or prepaid registered post addressed to the **employee** at his last address shown on the seniority list or the payroll of the Corporation and such notice shall be deemed to have been given when delivered to the telegraph or postal authorities.

ARTICLE - DURATION AND RENEWAL

27.01 Renewal: If either party desires to **terminate** this Agreement as of midnight on the 10th day of October, 1991 it shall not be less than thirty days and not **more** than ninety days prior to such date, give written notice to the other of such notice of termination.

If **neither** party shall so give notice to terminate this Agreement, it shall continue in effect from year to year after the 10th day of October, 1991 subject to termination by either party on written notice **to** the other, given not less than thirty days and not more than ninety days prior to the 10th day of October in any subsequent year.

In the event of such notification being given, negotiations between the parties shall begin within fifteen days following such notification.

All negotiations for renewal or amendment to this Agreement shall be subject to the terms of The Ontario Labour Relations Act, 1970, and amendments thereto.

27.02 Term: This Agreement shall continue in effect until October 10, 1991 and shall remain in effect from year to year thereafter unless either party gives the other party written notice of termination or desire to amend the Agreement.

DATED THIS DAY OF 1991.

FOR 'THE HOSPITAL:

Forwards
G. Sigmund

FOR THE UNION:

Barb Runk

HOGARTH-WESTMOUNT T A L
SCHEDULE A "

	Effective Date - -	<u>Start</u>	<u>6 Months</u>	<u>1 Year</u>	<u>2 Year</u>
Dietary Aide	Oct. 11/89	12.014	12.077	12.126	12.187
Housekeeping Aide	Jan. 1/90	12.164	12.227	12.276	12.337
	Oct. 11/90	13.015	13.083	13.135	13.201
Laundry Aide	Jan. 1/91	13.215	13.283	13.335	13.401
Presser	Oct. 11/89	12.064	12.113	12.176	12.236
	Oct. 11/90	12.908	12.961	13.028	13.093
Seamstress	Oct. 11/89	12.101	12.126	12.226	12.274
	Jan. 1/90	12.301	12.326	12.426	12.474
	Oct. 11/90	13.162	13.189	13.296	13.347
	Jan. 1/91	13.362	13.389	13.496	13.547
Cook's Assistant	Oct. 11/89	12.151	12.201	12.261	12.324
	Oct. 11/90	13.002	13.055	13.119	13.187
O.T. Aide	Oct. 11/89	12.151	12.201	12.261	12.324
	Jan. 1/90	12.301	12.351	12.411	12.474
	Oct. 11/90	13.162	13.216	13.280	13.347
	Jan. 1/91	13.362	13.416	13.480	13.547
	Feb. 22/91	14.514	14.620	14.728	14.836
P.T. Aide	Oct. 11/89	12.151	12.201	12.261	12.324
	Jan. 1/90	12.301	12.351	12.411	12.474
	Oct. 11/90	13.162	13.216	13.280	13.347
	Jan. 1/91	13.362	13.416	13.480	13.547
	Feb. 22/91	14.114	14.220	14.328	14.436
Pastry Cook	Oct. 11/89	12.163	12.249	12.336	12.423
Third Cook	Jan. 1/90	12.313	12.399	12.486	13.573
	Oct. 11/90	13.175	13.267	13.360	13.453
	Jan. 1/91	13.375	13.467	13.560	13.653
Second Cook	Oct. 11/89	12.424	12.547	12.632	12.720
	Jan. 1/90	12.574	12.697	12.782	12.870
	Oct. 11/90	13.454	13.586	13.677	13.771
	Jan. 1/91	13.654	13.786	13.877	13.971
Porter 1	Oct. 11/89	12.112	12.757	12.831	12.906
	Oct. 11/90	12.960	13.650	13.729	13.809
Porter II	Oct. 11/89	12.906	12.969	13.042	13.117
	Oct. 11/90	13.809	13.877	13.955	14.035
Cleaner	Oct. 11/89	12.807	12.881	12.956	13.029
	Oct. 11/90	13.703	13.783	13.863	13.941

	<u>Effective</u> <u>D a t e</u>	<u>Start</u>	<u>Months</u>	<u>1 Year</u>	<u>Year</u>
Washer	Oct. 11/89	12.906	12.969	13.042	13.117
	Oct. 11/90	13.809	13.877	13.955	14.035
First Cook Baker	Oct. 11/89	12.997	13.079	13.178	13.266
	Jan. 1/90	13.997	14.079	14.178	14.266
	Oct. 11/90	14.977	15.065	15.170	15.265
	Jan. 1/91	15.377	15.465	15.570	15.665
Orderly (Untrained)	Oct. 11/89	12.869	12.956	13.042	
	Oct. 11/90	13.770	13.863	13.955	
Orderly (Trained)	Oct. 11/89	13.191	13.290	13.391	13.492
	Oct. 11/90	14.114	14.220	14.328	14.436
Health Care Aide					
Registered Nursing Assistant	Oct. 11/89	13.442		13.568	13.706
	Jan. 1/90	13.642		13.768	13.906
	Oct. 11/90	14.597		14.732	14.879
	Jan. 1/91	14.797		14.932	15.079
Adjuvant	Oct. 11/89	13.874		14.000	14.138
	Oct. 11/90	14.845		14.980	15.128
	Feb. 22/91	15.197		15.332	15.479
Residential Counsellor II	Oct. 11/89	13.835		14.202	14.504
	Jan. 1/90	14.035		14.402	14.704
	Oct. 11/90	15.017		15.410	15.733
	Jan. 1/91	15.217		15.610	15.933
Residential Counsellor I	Oct. 11/89	13.057		13.370	13.640
	Jan. 1/90	13.257		13.570	13.840
	Oct. 11/90	14.185		14.520	14.809
	Jan. 1/91	14.385		14.720	15.009