

261 Employees

Unit No. 3

SOURCE	Union		
Wage EFF.	91	10	11
TERM.	93	10	10
No. OF EMPLOYEES	261		
NOMBRE D'EMPLOYÉS	261		

COLLECTIVE AGREEMENT

BETWEEN

MOUNT SINAI HOSPITAL

- AND -

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

EFFECTIVE: OCTOBER 11, 1991

EXPIRY: OCTOBER 10, 1993

(SERVICE FULL-TIME)

AUG - 9 1993

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COLLECTIVE AGREEMENT

BETWEEN

MOUNT SINAI HOSPITAL  
(hereinafter called the "Hospital")  
(Service Full-time)

- and -

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 204  
(hereinafter called the "Union")

**ARTICLE 1 - PURPOSE**

1.01 The purpose of the Agreement is to establish an orderly collective bargaining relationship between the Hospital and certain classifications of employees represented by the Union which will not interfere with the successful operation of the Mount Sinai Hospital as a public service institution intended to provide adequate hospital and clinical services to the general public.

**ARTICLE 2 - SCOPE AND RECOGNITION**

2.01 Scope Clause

- (a) WHEREAS the Union represents a majority of the employees, save and except professional medical staff, graduate nursing staff, undergraduate nurses, graduate pharmacists, graduate dietitians, student dietitians, technical personnel, supervisors, persons above the rank of supervisors, stationary engineers, office staff and persons regularly employed not more than twenty-four (24) hours per week.
- (b) This agreement applies to all employees referred to in the first paragraph hereof, and particularly to those set **out** in the schedule of job classifications and wage rates hereinafter provided.
- (c) The Union is hereby established **as** the **exclusive** bargaining agency for all employees in the classification referred to in paragraph 2.01(a) hereof and the Hospital undertakes that it will not enter into any other agreement or contract with employees represented by the Union either individually or collectively which will conflict with any of the provisions of this agreement.

**ARTICLE 3 - MANAGEMENT RIGHTS**

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

- (a) Maintain order, discipline and efficiency and to establish and enforce reasonable rules and regulations governing the conduct of the employees, which rules and regulations are primarily designed to safeguard the interests of the patients of the Hospital;
- (b) Hire, discharge, transfer, retire, promote, demote or discipline employees, provided that a claim of discriminatory promotion, demotion or transfer, or a claim that an employee has been discharged or disciplined without reasonable cause may be the subject of a grievance and dealt with as hereinafter provided;
- (c) Generally to operate the Mount Sinai Hospital in a manner consistent with the obligations of the Hospital to the general public in the community served.

**ARTICLE 4 - DEFINITIONS**

4.01 Temporary Employees

Employees may be hired for a specified term, not to exceed six (6) months, to replace an employee on leave or to perform a special non-recurring task. This term may be extended 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 A permanent employee is an employee who has completed the maximum probationary period of forty-five (45) days worked in the service of the Hospital.

## 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 15<sup>th</sup> 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 Period

It is mutually agreed that upon commencement of employment all new employees will be advised of the existence of the Union and the conditions surrounding their employment. It is also mutually agreed that a Union representative will be given the opportunity of interviewing each new employee once at some time after the completion of fifty days of service for the purpose of further informing such employee of the existence of the Union in the Hospital and ascertaining whether the employee wishes to become a member of the Union. The Hospital shall **advise** the Union monthly as to the names of the persons to be interviewed and shall designate the **time** and place for such interview, the duration of which shall not exceed fifteen minutes. The interview shall take place on the Hospital's premises, in a room designated by the Hospital, and the employees shall report to this room for the interview, during the interview period.

The parties agree that Union officials will not interview people without first obtaining prior permission from the Personnel Director or her appointee.

### 5.03 Employee Lists

The Hospital will include Social Insurance Numbers for employees on dues check off lists and seniority lists where such information is presently available on computer. By the end of the month the Hospital will supply the Union with a list of the employees from whom dues have been deducted during the month. In addition, the Hospital will supply the Union with the addresses of new employees when they are placed on the dues check off list for the first time.

## ARTICLE 6 - NO STRIKE/LOCKOUT

6.01 There shall be no strike or lock-out as long as this Agreement continues to operate. The words "Strike or Lock-out" shall be as defined by The Labour Relations Act, R.S.O. 1970, 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 2 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 Union Stewards

- (a) The Hospital agrees to recognize 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) Stewards as appointed are permitted to wear appropriate identifying badges as supplied by the Union.
- (h) The Hospital will recognize the following number of stewards to represent the following areas:
  - 2 Registered Nursing Assistants
  - 1 Aide (O.R, Delivery Room, Nursery)
  - 3 Nutrition Department
  - 3 Building Services (Engineering & Housekeeping)
  - 4 Materials Management (C.S.R., Central Dispatch, Linen, Purchasing)
- (i) Regular meetings between the committee and management will be held on the third Friday of each month unless otherwise arranged and more frequently if arranged by mutual consent and minutes kept of each meeting and copies to be furnished by both parties. It is agreed that a Union Representative of Local 204, may by

mutual agreement between the parties, act as a member of the above committee.

### 7.03 Central Bargaining Committee

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.

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.

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 5 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.

## **ARTICLE 8 - GRIEVANCE AND ARBITRATION**

8.01 For the purpose 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 his 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

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 2

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 3

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 9 - 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 enrolled 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 utilizes a leave of absence for a purpose other than that for which it was granted;
- (e) employee has been laid off twenty-four (24) 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 thirty (30) calendar months from the time the disability or illness commenced.

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

#### 9.05 Effect of Absence

Unless otherwise provided in this collective agreement:

- (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 provisions of the Collective Agreement or elsewhere, shall be suspended for the period of the absence in excess of thirty (30) continuous calendar days, the benefits concerned appropriately reduced on a pro rata basis and the employee's anniversary date adjusted accordingly. In addition, the employee will become responsible for full payment of **subsidized** employee benefits in which 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. 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 for a period of eighteen (18) months if an employee's absence is due to a disability resulting in **W.C.B.** benefits or **LTD** benefits or for a period of one (1) year if an employees unpaid absence is due to an illness.

9.06 The Hospital undertakes to observe the seniority of employees with regard to promotions and transfer so far as it is practicable to do so, as well as to their relative efficiency and suitability, having regard to the fact that employees are assisting in the operation of a hospital which must be operated with primary concern for the health and welfare of its patients.



9.07 The Union acknowledges that in the circumstances of promotions and transfers, as outlined in Clause 9.06, the Hospital's considered judgment as to the efficiency and suitability of an employee for any particular task must be accepted, and that the function of the Union in dealing with complaints or grievances arising out of this clause will generally consist of ascertaining that all relevant facts and circumstances have been adequately considered by the Hospital. With this understanding, seniority will apply to promotions, demotions and transfers provided that with respect to demotions the Hospital shall also take into consideration the relative efficiency, merit and ability of the employees concerned in order that an efficient staff of employees may be maintained.

9.08 Any complaint or grievance having to do with the observance or non-observance of seniority rules may, however, be submitted to arbitration if the parties cannot mutually agree upon settlement.

9.09 A seniority list will be supplied to the Union by the Hospital on or about the 30th day of May and 30th day of November of each year.

#### **ARTICLE 10 - JOB SECURITY**

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

##### **(b) Staff Planning Committee**

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

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

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

(iii) identifying vacant positions within the Hospital for which surplus members of the bargaining

unit might qualify, or such positions which are currently filled but which are expected to become vacant within a twelve (12) month period.

#### Composition and Meetings

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

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

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

#### Disclosure

To allow the Staff Planning Committee to carry out its mandated role under this Article, the Hospital will provide the Committee with pertinent financial and staffing information and with a copy of any reorganization plans which impact on the bargaining unit.

#### Accountability

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

### 10.02 Notice of Lay-off

#### (a) Union

There shall be at least three months' notice to the Union in the event of a proposed lay-off of a

permanent or long-term nature or in the event of a substantial bed cut-back or cut-back in service which affects or could affect the bargaining unit.

(b) Employees

In the event of a lay-off of a permanent or long-term nature, the Hospital will provide affected employees with two (2) weeks' notice for each year of service to a maximum of twelve (12) weeks, provided the affected employee has more than twelve (12) months' service. Employees with less than twelve (12) months' service will be entitled to notice in accordance with the provisions of the Employment Standards Act. A copy of any notice of lay-off to an employee will be provided to the Union at the same time.

10.03 Severance and Retirement Options

(a) Severance Pay

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

(b) Retirement Allowance

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

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

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

(i) whose lay-off is permanent, or

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

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

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

#### 10.04 Regional Staff Planning Committees

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

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

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

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

#### 10.05 Lay-off and Recall

- (a) In the event of lay-off, the Hospital shall lay off employees in the reverse order of their seniority within their classification, providing that there

remain on the job employees who then have the ability to perform the work.

(b) An employee who is subject to lay-off shall have the right to either:

(i) accept the lay-off; or

(ii) displace an employee who has lesser bargaining-unit seniority and who is the least senior employee in a lower or identical paying classification in the bargaining unit if the employee originally subject to lay-off can perform the duties of the lower or identical classification without training other than orientation. Such employee so displaced shall be laid off.

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

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

(c) An employee shall have opportunity of recall from a lay-off to an available opening, in order of seniority, provided he has the ability to perform the work before such opening is filled on a regular basis under a job posting procedure. The posting procedure in the collective agreement shall not apply until the recall process has been completed.

(d) In determining the ability of an employee to perform the work for the purposes of the paragraphs above, the Hospital shall not act in an arbitrary or unfair manner.

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

- (f) No new employees shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so, in accordance with the loss of seniority provision, or have been found unable to perform the work available.
- (g) It is the sole responsibility of the employee who has been laid off to notify the Hospital of his intention to return to work within five (5) working days (exclusive of Saturdays, Sundays and paid holidays) after being notified to do so by registered mail, addressed to the last address on record with the Hospital (which notification shall be deemed to have been received on the second day following the date of mailing) and to return to work within ten (10) working days after being notified. The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work. The employee is solely responsible for his proper address being on record with the Hospital.
- (h) Employees on lay-off or notice of lay-off shall be given preference for temporary vacancies which are expected to exceed (10) working days. An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on lay-off.
- (i) No full-time employee within the bargaining unit shall be laid off by reason of his/her duties being assigned to one or more part-time employees.
- (j) In the event that a lay-off commenced on the day immediately following a paid holiday, an employee otherwise qualified for holiday pay shall not be **disentitled** thereto solely because of the day on which the lay-off commenced.
- (k) A laid off employee shall retain the rights of recall for a period of twenty-four (24) months from the date of lay-off.

#### 10.06 Benefits on Lay-off

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

## ARTICLE 11 - 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 seven (7) days excluding Saturday, Sunday and holidays. Vacancies created by the filling of an initial permanent vacancy within the bargaining unit shall be posted for a period of three (3) consecutive days excluding Saturday, Sunday and holidays. All applications are to be made in writing within the posting period.

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 11.01 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 11.01 employees in other SEIU 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 11.01 and selection shall be made in accordance with Article 11.03 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 SEIU 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 11.03 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 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** con-

sidered 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**

12.01 The Hospital shall not contract out any work usually performed by members of this bargaining unit if, as a result of such contracting out, a lay-off 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.

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

## **ARTICLE 13 - WORK OF THE BARGAINING UNIT**

### **13.01 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 purpose 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

The use of volunteers to perform bargaining unit work shall not be expanded beyond the extent of existing practice as of June 1, 1986.

Where the 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 RN's to RNA'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 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 - 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 displacenet 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 Hospital 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 lay-off under the 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 Hospital 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 Hospital 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 VDTs and every twelve (12) months thereafter. The eye examinations shall be paid for by the Hospital where not covered by OHIP.

## ARTICLE 15 - LEAVES OF ABSENCE

### 15.01 Bereavement Leave

An employee who notifies the Hospital as soon as possible following a bereavement shall be granted up to three (3) consecutive days off, without loss of his regular pay for his scheduled hours from the date of death up to and including the date of the funeral, of a member of his immediate family. "Immediate family" means parent, brother, sister, spouse, son, daughter, son-in-law, daughter-in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent, grandchild, guardian or step-parent.

## 15.02 Education Leave

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

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 Hospital will, wherever its operational requirements permit, endeavour to arrange the shifts of employees attending courses or seminars to permit such attendance.

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

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

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 Pregnancy Leave

- (a) Pregnancy leave will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision. The service requirement for eligibility for pregnancy leave shall be thirteen (13) weeks of continuous service.
- (b) The employee shall give written notification at least two (2) weeks in advance of the date of commencement of such leave and the expected date of return. At such time she shall also furnish the Hospital with the certificate of a legally qualified medical practitioner stating the expected birth date.
- (c) The employee shall reconfirm her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Hospital at least two (2) weeks in advance thereof.
- (d) Effective on confirmation by the Unemployment Insurance Commission of the appropriateness of the Hospital's Supplemental Unemployment Benefit (SUB) Plan, an employee who is on pregnancy leave as provided under this Agreement who has applied for and is in receipt of Unemployment Insurance pregnancy benefits pursuant to Section 18 of the Unemployment Insurance Act, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between seventy-five percent (75%) of her regular weekly earnings and the sum of her weekly Unemployment Insurance benefits and any other earnings. Such payment shall commence following completion of the two-week Unemployment Insurance waiting period, and receipt by the Hospital of the employee's Unemployment Insurance cheque stub as proof that she is in receipt of Unemployment Insurance pregnancy benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours plus any wage increase or salary increment that

she would be entitled to if she were not on pregnancy leave.

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

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

#### 15.05 Parental Leave

- (a) Parental leaves will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision. The service requirement for eligibility for parental leave shall be thirteen (13) weeks of continuous service.
- (b) An employee, who qualified for parental leave, other than an adoptive parent, shall give written notification at least two (2) weeks in advance of the date of commencement of such leave and the expected date of return.
- (c) An employee who is an adoptive parent shall advise the Hospital as far in advance as possible of having qualified to adopt a child, and shall request the leave of absence, in writing, upon receipt of confirmation of the pending adoption. If, because of late receipt of confirmation of the pending adoption, the employee finds it impossible to request the leave of absence in writing, the request may be made verbally and subsequently verified in writing.

An employee who is an adoptive parent may extend the parental leave for such greater time as may be required by the adoption agency concerned up to a

maximum aggregate of six (6) months. Written notice by the employee for such extension will be given at least two (2) weeks prior to the termination of the initially approved leave.

- (d) An employee shall reconfirm his or her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Hospital at least two (2) weeks in advance thereof.
- (e) Effective on November 26, 1992 any employee who is on parental leave as provided under this Agreement who has applied for and is in receipt of Unemployment Insurance parental benefits pursuant to Section 20 of the Unemployment Insurance Act, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between seventy-five percent (75%) of her regular weekly earnings and the sum of her weekly Unemployment Insurance benefits and any other earnings. Such payment shall commence following completion of the two-week Unemployment Insurance waiting period, and receipt by the Hospital of the employee's Unemployment Insurance cheque stub as proof that she is in receipt of Unemployment Insurance parental benefits and shall continue while the employee is in receipt of such benefits for a maximum period of ten (10) weeks. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours plus any wage increase or salary increment that she would be entitled to if she were not on parental leave.

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

- (f) Credits for service and seniority shall accumulate for a period of up to eighteen (18) weeks while an employee is on parental leave.
- (g) The Hospital will continue to pay its share of the premiums of the subsidized employee benefits, including pension, in which the employee is participating for a period of up to eighteen (18) weeks while the employee is on parental leave.

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

#### 15.06 Full-time Union Office

Upon application by the Union, in writing, the Hospital will give reasonable consideration to a request for leave of absence, without pay to an employee elected or appointed to full time Union office. It is understood that not more than one (1) employee in the bargaining unit may be on such leave at the same time. Such leave, if granted, shall be for a period of one (1) calendar year 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 section of the Agreement (unless altered by local negotiations).
- (d) No leaves in excess of an aggregate total of all leaves of fifty (50) days during each calendar year will be granted. Such leaves may be granted to not more than three (3) employees at any time and to not more than one employee from the same area for the sole purpose of serving as delegates of the Local Union for Union conventions and conferences.
- (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 (10) days per contract year, subject

to the conditions set out above, for the purpose of attending Executive and/or Council meetings.

#### 15.08 Personal Leave

The Hospital may grant written leave of absence without pay to any employee for legitimate personal reasons including illness and accident.

#### 15.09 Paternity Leave

An employee may be granted unpaid paternity leave of up to three (3) working days to be taken at any time commencing two (2) days before the actual delivery date up to and including two (2) weeks after the delivery date. These days will not necessarily be taken consecutively and the time limits in which the leave may be taken may be extended at the discretion of the Hospital. The employee shall give the Hospital four (4) weeks but no less than two (2) weeks notice in writing prior to the day upon which he wishes to commence his leave, giving the estimated day upon which delivery will occur.

### **ARTICLE 16 - HOURS OF WORK**

#### 16.01 Daily and Weekly Hours of Work

The regular work week for all employees shall average thirty-seven and one-half (37.5) hours (exclusive of meal periods) for each employee during bi-weekly periods, although it is understood that this Article shall not be construed to be a guarantee as to the hours of work per day nor as to the hours of work per week nor as a guarantee of working schedules. The normal daily hours of work shall be seven and one-half (7.5) hours not including a one-half hour unpaid meal break.

It is understood normal hours include those required to accommodate the change from Daylight Saving Time to Standard Time and vice versa to which the other provisions of the Articles dealing with Hours of Work and Overtime do not apply. It is further understood that the amount of regular pay for a full normal shift worked shall not be affected by reason of the change in the number of normal hours worked in consequence of such change from Daylight Saving Time to Standard Time and vice versa. The provisions of this Article are intended only to provide a basis for calculating time worked and shall not constitute a guarantee of hours of work per shift or per week or for any period whatsoever nor a guarantee of working schedules.

#### 16.02 Rest Periods

- (a) All employees will be allowed two 15 minute rest periods, one (1) in each full half scheduled shift without reduction in pay or without increasing the



regular working hours, except in cases of emergency where the rest period may be delayed.

- (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.
- (c) There will be a 10 minute wash-up period for employees of the Engineering Department immediately before the end of their shift.

#### 16.03 Time Off Between Shifts

In the case of departments where employees are required to rotate on the day, evening and/or night shifts, the Hospital will endeavour to arrange shifts such that there will be a minimum of twenty-three (23) hours between the beginning of shifts and change over of shifts and of thirty-nine (39) hours if there is one (1) day and of sixty-three (63) hours if there are two (2) days off between the change over of shifts.

#### 16.04 Weekends Off

In scheduling shifts the Hospital will endeavour to arrange schedules so as to provide 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 undertakings.

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

16.05 No employee will be scheduled to work more than seven (7) consecutive days.

16.06 Work schedules shall be posted no less than twenty-eight (28) days in advance.

16.07 Days off shall be consecutive except when management considers that it is not practicable to do so. The Hospital hereby undertakes to use its best efforts consistent with proper management of the Hospital to ensure that days off may be taken consecutively and days off rotated so as to effect an equal distribution thereof among the employees.

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

16.09 Where the Hospital requires employees to sign in and out, he/she will sign his/her name at the commencement of the shift and on completion of the shift. Should the employee arrive late for his/her scheduled shift or leave early he/she will be required to note the time of arrival or departure. Time in and out must also be noted for the purpose of recording overtime.

## **ARTICLE 17 - PREMIUM PAYMENT**

### **17.01 Definition of Regular 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)**

Authorized time worked in excess of the normal daily hours or normal bi-weekly hours of the Hospital shall be paid at the rate of one and one-half (1 1/2) 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 (2) employees where approved by the Hospital.

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

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

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

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

#### 17.03 Reporting Pay

Full-time employees who report for any scheduled shift will be guaranteed at least four (4) hours of work, or if no work is available will be paid at least four (4) hours 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 no less than one (1) 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 four (4) hours of work or four (4) hours of pay at the rate of time and one-half their regular hourly earnings. Where call back is immediately prior to the commencement of their regular shift the call back pay will only apply to the point of commencement of a regular shift at the rate of time and one-half after which they shall revert back to the regular shift.
- (b) Call back pay shall cover all calls within the minimum four (4) hour period provided for under paragraph (a). If a second call takes place after four (4) hours have elapsed from the time of the first call, it shall be subject to a second call back premium, but in no case shall an employee collect two call back premiums within one such four (4) hour period, and to the extent that a call back overlaps and extends into

the hours of his regular shift, paragraph (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 the 2 1/2 times his regular straight time hourly rate for all hours actually worked on such call-back or four (4) hours pay at time and one-half his straight time hourly rate, subject to the other provisions set out above.

#### 17.06 Shift Premium

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

#### 17.07 Responsibility Outside the Bargaining Unit

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

#### 17.08 Overtime - Lieu Time

Where an employee has worked and accumulated approved overtime hours (other than overtime hours related to paid holidays) such employee shall have the option of electing payment at the applicable overtime rate or time off equivalent to the applicable overtime rate (i.e. where the applicable rate is time and one-half, then time off shall be at one and one-half times). 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

- (a) Employees absent on approved leave, paid by the Hospital or by Workers Compensation Board, shall for the purposes of computing overtime pay during the work schedule in which the absence occurred, be considered as having worked their regularly scheduled hours during such leave of absence. No pyramiding shall result from the application of this provision.
- (b) The foregoing shall also apply in cases of short term leaves of absence for Union business approved by the Hospital under the applicable provisions of the

Collective Agreement where payment is made to the employee by the Union.

#### 17.10 Weekend Premium

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

### **ARTICLE 18 - ALLOWANCES**

#### 18.01 Meal Allowances

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

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

#### 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 Allowance

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 their 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 cents) 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 the Hospital satisfactory proof of payment of such taxi fare.

#### 18.04 Tool Allowance

The Employer agrees to continue current practice with respect to the issuance of tool allowance.

### **ARTICLE 19 - HEALTH AND SAFETY**

#### 19.01 Accident Prevention - Health and Safety Committee

- (a) The Hospital 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 and 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 fulfill its functions.
- (e) Meetings shall be held every second month or more frequently at the call of the chair if required. The Committee shall maintain minutes of all meetings and make the same available for review.
- (f) Any representative appointed or selected in accordance with (b) hereof shall serve for a term of one (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 and Safety Committee in accordance with the foregoing shall be granted and time so spent attending such meetings shall be deemed to be work time for 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

- (a) 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 the 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.
- (b) 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(a) The Hospital undertakes to grant the following public holidays with pay on the day on which they fall to all employees covered by the Agreement:

New Year's Day	Victoria Day
Good Friday	Dominion Day
Easter Monday	Thanksgiving Day
Civic Holiday	Christmas Day
Labour Day	Boxing Day

- (b) An employee will be granted one additional day annually in conjunction with his anniversary of employment. This is a day to be provided by the Hospital within thirty (30) days of the actual anniversary date.
- (c) The above paragraph shall not apply to a registered nursing assistant and a registered nursing assistant pending registration. Instead, each one of them who has completed his probationary period will be granted one additional day annually in conjunction with his birthday. This is a day to be provided by the

Hospital within thirty (30) days of the actual birthday.

(d) An employee will be granted one additional holiday annually to be scheduled at a time mutually acceptable to the Hospital and the employee.

(e) In the event that Heritage Day or some other day is proclaimed as a public holiday by the Government of the Province of Ontario, such day shall be substituted for the holiday referred to in paragraph (d) above.

20.02 In order to qualify for payment for the above-named holidays and under the provision of Article 20.03, an employee must work his regular scheduled working day immediately prior to and following the holiday unless he is absent due to vacation, illness originating in the current or previous pay period in which the holiday occurs or leave of absence on Union business, all of which must be authorized by the Hospital.

20.03 An employee who is required to work on any of the above-named public holidays shall receive pay for such work on the said holiday at the rate of time and one-half the employee's regular rate in addition to either his regular day's pay or receive a day in lieu of the public holiday at the discretion of the Hospital, such day to be not later than the next annual vacation of the employee. Should the Hospital choose to grant a day in lieu of the public holiday, such lieu day shall be scheduled on a day mutually agreed upon. If a public holiday falls on an employee's scheduled day off, he will be paid one additional regular day's wages for that day or by mutual agreement he may receive a day off in lieu of the public holiday to be scheduled on a day mutually agreed upon.

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

20.05 If one of the above-named public holidays occurs during his vacation period, the employee will receive an additional day in lieu thereof.

20.06 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 (2 1/2) times his regular straight time hourly rate for such additional authorized overtime.

20.07 For the purpose of determining entitlement to holiday pay, the shifts to be included in a holiday shall be those three shifts which actually commence on the holiday.



## ARTICLE 21 - VACATIONS

### 21.01 Entitlement and Calculation of Payment

Subject to maintaining any superior conditions concerning entitlement, vacation entitlement shall be as follows:

An employee who has completed less than one (1) year of continuous service as of anniversary date of hire 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 three (3) years of continuous service as of anniversary date of hire shall be entitled to two (2) weeks' annual vacation with pay.

An employee who has completed three (3) years but less than eight (8) years of continuous service as of anniversary date of hire shall be entitled to three (3) weeks' annual vacation with pay.

Effective in the vacation year where the date for determining vacation entitlement falls on or after October 11, 1989 the service requirement for three (3) weeks vacation shall be two (2) or more years of full-time continuous service.

An employee who has completed eight (8) years but less than fifteen (15) years of continuous service as of anniversary date of hire shall be entitled to four (4) weeks' annual vacation with pay.

Effective in the vacation year where the date for determining vacation entitlement falls on or after October 11, 1989, the service requirement for four (4) weeks vacation shall be six (6) or more years of full-time continuous service.

Effective in the vacation year where the date of determining vacation entitlement falls on or after October 11, 1990, the service requirement for four (4) weeks vacation shall be five (5) or more years of full-time continuous service.

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

An employee who has completed twenty-five (25) or more years of continuous service as of anniversary date of hire 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 of Absence 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 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(a) Vacations **may** be taken at any time of the year that is mutually acceptable to the parties. Requests for vacation shall be submitted in writing to the employee's immediate supervisor or his appointee at least eight (8) weeks before the time at which the employee proposes to commence his vacation provided that there shall be a vacation requests schedule posted in the middle of the month of February of each year in each area of the Hospital covered by this Agreement. Only if there is a conflict in requests made in the first eight weeks after the schedule is posted, shall seniority prevail. Thereafter, vacations shall be scheduled on a first **come**, first served basis with no regard to seniority.

(b) It is understood and agreed that vacation weeks are not necessarily continuous, where an employee has accumulated vacation with pay credits of three or four weeks. In such a case the employee may be required to split his vacation into a two-week and one-week period, or a two-week and two-week period to be taken at different times of the year.

21.04 Vacation pay shall be paid to all employees in advance of their holiday period, if so requested.

21.05 It is agreed and understood that should an employee request his vacation pay in advance of his holiday period, same will be paid by separate cheque or deposit and will be issued on or before his last working day in the week immediately preceding the vacation. Vacation pay will be **calculated as close as possible** to that which would normally be issued as net pay.

## 21.06 Vacation Pay on Termination

On termination of employment, employees shall be entitled to vacation pay based on their outstanding vacation credits accrued in accordance with Article 21.01 above.

21.07 An employee may accumulate an extra five (5) days of vacation beyond their yearly entitlement.

## ARTICLE 22 - HEALTH AND INSURED BENEFITS

### 22.01 Insured 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 enrollment requirements.

- (a) The Hospital agrees to pay one hundred per cent (100%) of the billed premiums 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 aid allowance (lifetime maximum \$300.00 per covered individual. Effective December 17, 1990 coverage will include vision care (maximum \$90.00 every 24 months) as well as a hearing aid 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 contribute 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 insur-

ance 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 deductions. Effective December 17, 1990 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 enrolled 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.

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

22.05 Not applicable

22.06 Not applicable

22.07 The Hospital shall make provision with its insurers by January 18, 1993 to allow all employees who thereafter retire "early" to maintain to age 65, at the retiree's cost, his or her participation in the following group plans:

- (1) Extended Health Care, including Vision Care and Hearing Aid allowance.

(2) Dental Plan.

## **ARTICLE 23 - INJURY AND DISABILITY**

### **23.01 Workers' Compensation Injury**

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

### **23.02 Disabled Employees**

If an employee becomes disabled with the result that he 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.

### **23.03 Modified Work**

Any agreement reached between the hospital and the Union concerning the implementation of a modified work program shall take precedence over other terms in the collective agreement.

## **ARTICLE 24 - SICK LEAVE**

### **24.01 Sick Leave and Long Term Disability**

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.

**24.02** The Hospital will pay seventy-five per cent (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.

**24.03** 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.

**24.04** 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.

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

#### 24.06 Unemployment Insurance Rebate

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

#### 24.07 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 than 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.

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

### **ARTICLE 25 - COMPENSATION**

#### 25.01 Experience Pay

An employee hired by the Hospital with recent and related experience may claim at the time of hiring on a form supplied by the Hospital consideration for such experience. Any such claim shall be accompanied by verification of previously related experience. The Hospital shall then evaluate such experience during the probationary period. Where, in the Hospital's opinion such experience is relevant, the employee shall be slotted in that step of the wage progression consistent with one (1)

year's service for every one (1) 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 in 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 Temporary Transfer

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 Job 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.

#### 25.05 Wages and Classification Premiums

The Hospital agrees to pay and the Union agrees to accept for the term of this Agreement the wages as set out in Schedule "A" attached hereto and forming part of this Agreement.

#### **ARTICLE 26 - PAY DAYS**

26.01 The Hospital agrees that wages shall be paid on a regular pay day every two (2) weeks except when interfered with by the occurrence of a Statutory, Civic or Religious Holiday. In this case, the regular pay day may be delayed one day. The regular pay day shall be Friday for the purposes of this Article.

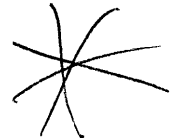
26.02 Employees will be paid during working hours and usually during the last shift worked prior to the regular pay day.

#### **ARTICLE 27 - GENERAL WORKING CONDITIONS**

27.01 Locker facilities will be provided for the employee's convenience when such become available.

27.02 Employees are not to be held liable for accidental breakage of dishes during the course of their employment, except that those who are habitual offenders in this respect, may be charged a reasonable amount for breakage due to carelessness or negligence.





**ARTICLE 28 - LETTERS OF REPRIMAND**

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

**ARTICLE 29 - BULLETIN BOARDS**

29.01 The Hospital agrees to supply a bulletin board and post notices in the locker rooms provided they bear the signature of an authorized officer or steward of the Union and an authorized officer of the Hospital.

29.02 The Hospital agrees to supply a message box capable of being locked for the use of the Chief Steward.

29.03 The Hospital will prepare and post on the bulletin board provided for this purpose, the names of all stewards, their departments, hospital locals and the areas for which they are responsible.

**ARTICLE 30 - MEAL PERIOD**

30.01 Each employee shall be allowed thirty (30) minutes for meals on his own time, which meal time shall be continuous and uninterrupted except in cases of emergency.

**ARTICLE 31 - PRINTING**

31.01 After joint consultation, the Union and the Hospital will share equally the printing cost of this Agreement.

**ARTICLE 32 - RELATIONSHIP**

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

**ARTICLE 33 - DURATION**

33.01 This Agreement shall continue in effect until October 10, 1993 and shall continue automatically thereafter during annual periods of one year each, unless either party notifies the other in writing not earlier than three (3) calendar months prior to the normal termination date of this Collective Agreement.

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

33.03(a) Notwithstanding the foregoing provisions, in the event the parties to this Agreement agree to negotiate for its renewal through the process of central bargaining, either party to this Agreement may give notice to the other party of its desire to bargain for amendments on local matters proposed for incorporation of the renewal of this Agreement not earlier than six (6) calendar months nor later than three (3) calendar months prior to the normal termination date of this Agreement. Upon receipt of such notice by one party from the other, both parties will meet within fifteen (15) days thereafter for the purpose of bargaining on local matters.

(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 of this Agreement as being subject 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.

33.04 If pursuant to such negotiations and agreement on the renewal or amendment of this Agreement is not reached prior to the current expiration date, this Agreement shall expire at such expiration date unless it is extended for a specified period by mutual agreement of the parties.


DATED at Toronto this 14<sup>th</sup>


day of June

19 93.

SIGNED ON BEHALF OF THE HOSPITAL

SIGNED ON BEHALF OF THE UNION

  
\_\_\_\_\_  
Sus A. Lewis

  
\_\_\_\_\_  
F. Ingalo

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BP/CC

LETTER OF INTENT

RE: LIABILITY INSURANCE

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

MEMORANDUM OF UNDERSTANDING

Re: Shift Premium

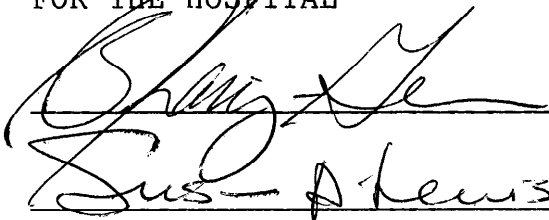
This letter shall be attached to and form part of the collective agreement.

The letter is to confirm the parties understanding that:

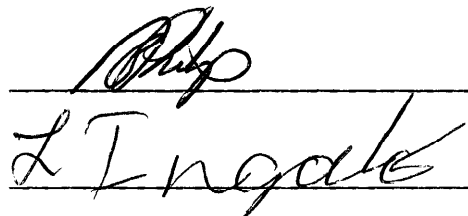
1. The 11:00 a.m to 7:00 p.m. shift would not be **eligible** for shift premium payments.
2. In the event that a Hospital is continuing to pay a shift premium for the 11:00 a.m. to 7:00 p.m. shift, the practice will terminate on
3. Hospitals who were paying a shift premium on the 11:00 a.m to 7:00 p.m. shift under a former provision will not make any retroactive deduction from the date of effecting the change to October 11, 1987.

Signed at Toronto this *14th* day of *June* 19*93*.

FOR THE HOSPITAL

  
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FOR THE UNION

  
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S.E.I.U. (Service) Salary Scales

Classification	Effective Date		Start	Six Months	First Year
Senior Electrician	01 Aug 91	(New Range)	18.900	19.210	
	11 Oct 91	(1%)	19.089	19.402	
	11 Oct 92	(2%)	19.471	19.790	
Electrician (Special Adjustment of .71/hr - Oct. 11/90)	11 Oct 90	(7%)	18.400	18.710	
	11 Oct 91	(1%)	18.584	18.897	
	11 Oct 92	(2%)	18.956	19.275	
HVAC Mechanics	01 Aug 91	(New Range)	18.400	18.710	
	11 Oct 91	(1%)	18.584	18.897	
	11 Oct 92	(2%)	18.956	19.275	
Plumber (Special Adjustment of .70/hr - Oct 11/90)	11 Oct 90	(7%)	18.010	18.290	
	11 Oct 91	(1%)	18.190	18.473	
	11 Oct 92	(2%)	18.554	18.842	
Instrumental and Control Mechanic	01 Aug 91	(New Range)	18.010	18.290	
	11 Oct 91	(1%)	18.190	18.473	
	11 Oct 92	(2%)	18.554	18.842	
Carpenter (Special Adjustment of .685/hr - Oct. 11/90)	11 Oct 90	(7%)	17.720	18.010	
	11 Oct 91	(1%)	17.897	18.190	
	11 Oct 92	(2%)	18.255	18.554	
Maintenance Technician (Special Adjustment of .25/hr - Oct. 11/90)	11 Oct 90	(7%)	16.850	17.140	
	11 Oct 91	(1%)	17.019	17.311	
	11 Oct 92	(2%)	17.359	17.658	
Painter (Special Adjustment of .25/hr - Oct. 11/90)	11 Oct 90	(7%)	16.410	16.690	
	11 Oct 91	(1%)	16.574	16.857	
	11 Oct 92	(2%)	16.906	17.194	
Electrician Technician (Special Adjustment of .25/hr - Oct. 11/90)	11 Oct 90	(7%)	17.090	17.360	
	11 Oct 91	(1%)	17.261	17.534	
	11 Oct 92	(2%)	17.606	17.884	
Trades Helper Lead Hand	11 Oct 91	(New Range)	15.531	15.824	
	11 Oct 92	(2%)	15.842	16.141	

Trades Helper	11 Oct 90 (7%)	15.130	15.420
	11 Oct 91 (1%)	15.281	15.574
	11 Oct 92 (2%)	15.587	15.886
Maintenance Helper	11 Oct 90 (7%)	14.100	14.410
	11 Oct 91 (1%)	14.241	14.554
	11 Oct 92 (2%)	14.526	14.845
Equipment Technician	11 Oct 90 (7%)	14.480	15.110
	11 Oct 91 (1%)	14.625	15.261
	11 Oct 92 (2%)	14.917	15.566
General Helper	11 Oct 90 (7%)	13.690	13.970
	11 Oct 91 (1%)	13.827	14.110
	11 Oct 92 (2%)	14.103	14.392
Porter	11 Oct 90 (7%)	13.690	13.970
	11 Oct 91 (1%)	13.827	14.110
	11 Oct 92 (2%)	14.103	14.392
Receiving Dock Porter (Special Adjustment of .25/hr - Oct. 11/90)	11 Oct 90 (7%)	14.190	14.470
	11 Oct 91 (1%)	14.332	14.615
	11 Oct 92 (2%)	14.619	14.907
O.R. Attendant	11 Oct 90 (7%)	13.880	14.160
	11 Oct 91 (1%)	14.019	14.302
	11 Oct 92 (2%)	14.299	14.588
Delivery Room Attendant	(New Range)	13.880	14.160
	11 Oct 91 (1%)	14.019	14.302
	11 Oct 92 (2%)	14.299	14.588
Janitor	11 Oct 90 (7%)	13.690	13.970
	11 Oct 91 (1%)	13.827	14.110
	11 Oct 92 (2%)	14.103	14.392
Cook I	11 Oct 90 (7%)	14.340	14.640
	11 Oct 91 (1%)	14.483	14.786
	11 Oct 92 (2%)	14.773	15.082
cook II	11 Oct 90 (7%)	13.950	14.260
	11 Oct 91 (1%)	14.090	14.403
	11 Oct 92 (2%)	14.371	14.691
Baker	11 Oct 90 (7%)	14.340	14.640
	11 Oct 91 (1%)	14.483	14.786
	11 Oct 92 (2%)	14.773	15.082
Linen Lead Hand	11 Oct 90 (7%)	14.360	14.660
	11 Oct 91 (1%)	14.504	14.807
	11 Oct 92 (2%)	14.794	15.103

Stock Person	01 May 90 (New Range)	13.690		13.970
	11 Oct 91 (1%)	13.827		14.110
	11 Oct 92 (2%)	14.103		14.392
Seamstress	01 Jan 90 (PE)	12.350		12.630
(Pay Equity	11 Oct 90 (7%)	13.210		13.510
Adjustment. of	01 Jan 91 (PE)	13.240		13.540
.03/hr19/hr01/90	11 Oct 91 (1%)	13.372		13.675
Washman	11 Oct 90 (7%)	14.110		14.410
	11 Oct 91 (1%)	14.251		14.554
	11 Oct 92 (2%)	14.536		14.845
Laboratory Aide	11 Oct 90 (7%)	13.260		13.540
	11 Oct 91 (1%)	13.393		13.675
	11 Oct 92 (2%)	13.660		13.949
Aide I (CSR,	11 Oct 90 (7%)	13.770		14.070
Delivery Room,	11 Oct 91 (1%)	13.908		14.211
Nursery)	11 Oct 92 (2%)	14.186		14.495
CSR Operator	11 Oct 90 (7%)	13.770		14.070
	11 Oct 91 (1%)	13.908		14.211
	11 Oct 92 (2%)	14.186		14.495
Transportation	11 Oct 90 (7%)	15.130		15.420
Technician	11 Oct 91 (1%)	15.281		15.574
	11 Oct 92 (2%)	15.587		15.886
Aide II - Dietary	01 Jan 90 (PE)	12.320		12.590
Housekeeping	11 Oct 90 (7%)	13.180		13.470
(Pay Equity	01 Jan 91 (PE)	13.680		13.970
Adjustment of	11 Oct 91 (1%)	13.817		14.110
.29/hr-Jan.01/90	11 Oct 92 (2%)	14.093		14.392
..50/hr-Jan01/91)				
Aide II - Linen	01 Jan 90 (PE)	12.350		12.620
(Pay Equity	11 Oct 90 (7%)	13.210		13.500
Adjustment. of	01 Jan 91 (PE)	13.250		13.540
.04/hr32/hr01/91)	11 Oct 92 (2%)	13.383		13.675
O.R. Technician	01 Jan 92 (New Range)	17.262	17.383	17.565
	11 Oct 92 (2%)	17.607	17.731	17.916
	01 Jan 93 (PE)	18.657	18.781	18.966



MEMORANDUM OF UNDERSTANDING

This letter shall be attached to and form part of the collective agreement.

Pursuant to the award of the Mitchnick board dated November 18, 1992, the Board will remain seized of any dispute between the parties regarding the implementation of Article 10.01 and 10.04 while the terms of this collective agreement remain in effect.

Signed at Toronto this 9<sup>th</sup> day of June, 1993 *RL*

FOR THE PARTICIPATING LOCAL UNION/FOR THE PARTICIPATING HOSPITALS

*SE Ross*

*[Signature]*

*[Signature]*

*[Signature]*

*Linda Hattie Mann*

*[Signature]*

*[Signature]*

*[Signature]*