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Unit No. 4A

SOURCE	Union
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TERM.	91 10 10
No. OF EMPLOYEES	168
NOMBRE D'EMPLOYÉS	80

COLLECTIVE AGREEMENT

BETWEEN

WEST PARK HOSPITAL
(PART-TIME SERVICE)

- AND -

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

EXPIRY: OCTOBER 10, 1991

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1 COLLECTIVE AGREEMENT

2
3 BETWEEN

4 WEST PARK HOSPITAL
5 (Service Part-Time Unit)
6 (hereinafter referred to as the "Employer" or "Hospital")
7

8 - and -
9

0 SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 204
1 (hereinafter referred to as the "Union")
2
3

4
5 ARTICLE 1 - PURPOSE

6
7 1.01 The purpose of this *Agreement* is to establish an orderly
8 collective bargaining relationship between the Employer and the
9 employees which will not interfere with the successful operation
0 of the West Park Hospital as a public service institution
1 intended to provide adequate hospital and clinical services to
2 the general public.
3

4
5 ARTICLE 2 - SCOPE AND RECOGNITION

6
7 2.01 In accordance with the "Certificate" and clarity notes
8 issued by the Ontario Labour Relations Board, dated at Toronto
9 on the 13th day of November, 1981 the Hospital recognizes the
0 Service Employees Union, Local 204 affiliated with the A.F. of
1 L., C.I.O., C.L.C. as the bargaining agent of all employees of
2 West Park Hospital in Metropolitan Toronto regularly employed
3 for not more than twenty-four (24) hours per week and students
4 employed during the school vacation period, save and except
5 supervisors, persons above the rank of supervisor, professional
6 medical staff, and registered and graduate nurses, undergraduate
7 nurses, undergraduate pharmacists, student dietitians, *para-*
8 medical personnel, office and clerical staff, students employed
9 in a co-operative training program and persons covered by sub-
0 sisting collective agreements.
1
2

3 ARTICLE 3 - MANAGEMENT RIGHTS

4
5 3.01 The Union acknowledges that it is the exclusive function
6 of the Employer to:
7

- 8 (a) Maintain order, discipline and efficiency, and to
9 establish and enforce reasonable rules and regulations
0 governing the health and conduct of employees, which
1 rules and regulations may be primarily designed to
2 safeguard the interests of the patients and other *per-*
3 sons in the Hospital *or* Hospital grounds;
4
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7

- 2 (b) Hire, discharge, transfer, promote, demote, or discipl-
3 line employees, provided that a claim of discrimina-
4 tory promotion, demotion or transfer or a claim that
5 a non-probationary employee has been discharged or
6 disciplined without just and sufficient cause may be
7 the subject of a grievance and dealt with as herein-
8 after provided;
- 3 (c) To manage, and operate the Hospital in all respects in
3 accordance with its obligations and without restric-
1 ting the quality of the foregoing to determine the
2 kinds and locations of machines, equipment to be used
3 for any particular job, the allocation and numbers of
4 employees required from time to time, the specific
5 duties to be performed by them, the standards of per-
6 formance for all employees and all other matters con-
7 cerning Hospital. operations.
- 3 (d) Generally to operate West Park Hospital in a manner
3 consistent with the obligations of the Employer to the
1 general public in the communities served.

2
3
4 ARTICLE 4 - DEFINITIONS

5
6 4.01 Temporary Employees

7
8 Employees may be hired for a specified term, not to exceed
9 six (6) months, to replace an employee on leave or to perform a
0 special non-recurring task. This term may be extended a further
1 six (6) months on mutual agreement of the Union, employee and
2 Hospital. The period of employment of such persons will not
3 exceed the absentee's leave, The release or discharge of such
4 persons shall not be the subject of a grievance or arbitration.

5
6 This clause would not preclude such employees from using
7 the job posting provision under the Collective Agreement and any
3 successful applicant who has completed his probation period will
9 be credited with the appropriate seniority,

0
1 The Hospital will outline to employees selected to fill
2 such temporary vacancies and the Union the circumstances giving
3 rise to the vacancy, and the special conditions relating to such
4 employment.

5
6 4.02 A regular part-time employee is defined as an employee who
7 makes a commitment to the Hospital to be available for work on a
8 pre-determined basis as required and determined by the Hospital
9 and in respect of whom there is a pre-determined schedule. A
0 casual part-time employee is defined as an employee whose work
1 is *not*: on a pre-determined and scheduled basis, but is on call
2 and is available to work any shift as circumstances demand.

1 ARTICLE 5 - UNION SECURITY
2

3 5.01 Union Dues
4

5 As a condition of employment, the Hospital will deduct from
6 each employee covered by this Agreement an amount equal to the
7 regular monthly Union-dues designated by the Union.
8

9 Such dues shall be deducted from the first pay of each
10 month for full-time employees, and may be deducted from every
11 pay for part-time employees, In the case of newly hired
12 employees, such deductions shall commence in the month following
13 their date of hire.
14

15 The amount of the regular monthly dues shall be those auth-
16 orized by the Union and the Union shall notify the Hospital of
17 any changes therein and such notification shall be the
18 Hospital's conclusive authority to make the deductions speci-
19 fied.
20

21 In consideration of the deducting of Union dues by the
22 Hospital, the Union agrees to indemnify and save harmless the
23 Hospital against any claims or liabilities arising or resulting
24 from the operation of this Article.
25

26 Dues deducted by the 15th of the month shall be remitted
27 monthly to the Union, no later than the end of the month in
28 which the dues were deducted.
29

30 5.02 Interview Period
31

32 New employees hired by the Employer shall be required to
33 have an interview with the representative of the Union on com-
34 pletion of the probationary period.
35

36 The interview referred to in 5.02 above will take place
37 without a representative of the Employer present, except that,
38 in the event of complaints arising from employees concerning
39 undue pressure by the Union, an Employer representative may be
40 present at subsequent interviews, but not before the matter has
41 been fully discussed with the Union.
42

43 5.03 Employee List
44

45 The Employer will supply a list of new employees to the
46 Union. The Hospital will supply the Union with the addresses of
47 new employees when they are placed on the check-off list for the
48 first time. Social Insurance Numbers (where available) will
49 also be included.
50

ARTICLE 6 - NO STRIKE/LOCKOUT

6.01 The Union agrees that it will not cause, direct or consent to any strike, slow-down, sit-down or other like collective action on the part of any of the employees. The Employer agrees that there will be no lock,-out of the employees or other similar action for the duration of this agreement.

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 three (3) 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

2 Hospital and shall not leave their regular duties
3 without first obtaining permission from their immedi-
4 ate supervisor, If, in the performance of his duties,
5 a Union steward is required to enter an area within
6 the Hospital in which he is not originally employed,
7 he shall report his presence to the supervisor in the
8 area immediately upon entering it.. Such permission
9 -shall not be unreasonably withheld. When resuming his
0 regular duties and responsibilities, such steward
1 shall again report to his immediate supervisor. A
2 Union steward shall suffer no loss of earnings for
3 time spent in performing the above duties during his
4 regular scheduled working hours.

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

8 (f) The number of stewards and the areas which they repre-
9 sent, are to be determined locally.

0 (g) The steward may only represent those employees coming
1 within a group he/she represents and as set out below:

2 Nursing - 3
3 Housekeeping - 1
4 Dietary - 1
5 All others - 1

6 7.03 Not applicable.

7 7.04 Local Negotiating Committee

8 (a) The Hospital agrees to recognize a Negotiating Commit-
9 tee comprising of four members to be elected, or
0 appointed from amongst employees in the bargaining
1 unit, who have completed their probationary period.

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

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

9 (d) The Hospital agrees that the members of the Negotia-
0 ting Committee shall suffer no loss of earnings for
1 time spent during their regular scheduled working
2 hours in attending such negotiating meetings with the
3 Hospital up to, but not including, arbitration.

1 (e) Nothing in this provision is intended to preclude the
2 Union Negotiating Committee from having the assistance
3 of any representatives of the Union when negotiating
4 with the Hospital.
5

6 (f) The number of employees on the Negotiating Committee
7 shall be determined locally.
8
9

0 **ARTICLE 8 - GRIEVANCE AND ARBITRATION**
1

2 8.01 For the purpose of this Agreement, a grievance or com-
3 plaint is defined as a difference arising either between a
4 member of the bargaining unit and the Hospital or between the
5 parties hereto relating to the interpretation, application,
6 administration or alleged violation of the Agreement.
7

8 8.02 The grievance shall identify the nature of the grievance,
9 the remedy sought, and should, where possible specify the pro-
3 visions of the Agreement which are alleged to have been vio-
1 lated.
2

3 8.03 At the time formal discipline is imposed or at any stage
4 of the grievance procedure an employee shall have the right,
5 upon request, to the presence of his/her steward. In the case
6 of suspension or discharge, the Hospital shall notify the
7 employee of his right in advance.
3

3 Where the Hospital deems it necessary to suspend or dis-
3 charge an employee, the Hospital shall notify the Union of such
1 suspension or discharge in writing, within three (3) days.
2

3 8.04 It is the mutual desire of the parties hereto that com-
4 plaints shall be adjusted as quickly as possible, and it is
3 understood that an employee has no grievance until he has first
3 given his immediate supervisor the opportunity of adjusting his
3 complaint. The grievor may have the assistance of a union
3 steward if he so desires.
3

3 Such complaint shall be discussed with his immediate super-
1 visor within five (5) days after the circumstances giving rise
2 to it have occurred or ought reasonably to have come to the
3 attention of the employee.
4

5 Failing settlement within the five (5) days, it shall then
5 be taken up as a grievance within five (5) days following his
7 immediate supervisor's decision in the following manner and
3 sequence.
3

3 Step 1
3

4 The employee shall submit the grievance, in writing, and
1 signed by him, to his immediate supervisor. The employee may be
1 accompanied by a Union steward. The immediate supervisor will

1 deliver his decision in writing within five (5) days following
2 the day on which the written grievance was presented to him.
3 Failing settlement then:

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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.

a.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 pre-

sent 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.

a. 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/she has completed three hundred and thirty-seven and one-half (337 1/2) hours of work. Upon completion of the probationary period he/she shall be credited with seniority equal to three hundred and thirty-seven and one-half (337 1/2) hours. The release or discharge of an employee during the probationary period shall not be subject to a grievance or arbitration and is at the sole discretion of the Hospital.

9.02 Definition of Seniority

Part-time employees will accumulate seniority on the basis of one (1) year's seniority for each 1725 hours worked in the

1 bargaining unit as of the last date of hire, except as otherwise
2 provided herein.

3
4 Seniority will operate on a bargaining unit wide basis.

5
6 Notwithstanding the above, employees hired prior to October
7 10, 1986 will be credited with the seniority they held under the
8 Agreement expiring November 15, 1985 and will thereafter accumu-
9 late seniority in accordance with this Article.

0
1 For purposes of accumulation of seniority, transfer of sen-
2 iority and service, progression on the wage grid and progression
3 on the vacation schedule, all part-time employees' service and
4 seniority shall be converted as at October 10, 1986 on the fol-
5 lowing basis.

6
7 Employees' hours of service x 1725 = Converted hours
8 - - - i - m - - - - - of service

9
0 9.03 Transfer of Service and Seniority

1
2 Effective October 10, 1986, and for employees who transfer
3 subsequent to October 10, 1986, an employee whose status is
4 changed from full-time to part-time shall receive credit for
5 his/her full service and seniority. An employee whose status is
6 changed from part-time to full-time shall receive credit for
7 seniority and service on the basis of one (1) year equals 1725
8 hours worked, and will be enrolled in the employee benefit plans
9 subject to meeting any waiting period or other requirements of
0 those plans.

1
2 Employees hired prior to October 10, 1986 will be credited
3 with the service and seniority they held under the Collective
4 Agreement expiring November 15, 1985.

5
6 9.04 Loss of Seniority

7
8 An employee shall lose all seniority and shall be deemed
9 terminated if;

- 0
1 (a) employee quits:
2
3 (b) employee is discharged and the discharge is not
4 reversed through the grievance and arbitration proce-
5 dure:
6
7 (c) employee is absent from scheduled work for a period of
8 three or more consecutive working days without not-
9 ifying the Hospital of such absence and providing a
0 reason satisfactory to the Hospital;
1
2 (d) employee fails to return to work upon the expiration
3 of a leave of absence or utilizes a leave of absence
4
5

1 for a purpose other than that for--which it was
2 granted;
3

4 (e) employee has been laid off for eighteen (18) months;
5

6 (f) employee fails upon being notified of a recall to
7 signify his intention to return within five (5)
8 working days after he has received the notice of
9 recall, and fails to report to work within ten (10)
0 working days after he has received the notice of
1 recall;
2

3 (g) employee is absent due to illness or disability which
4 absence continues for twenty-four (24) calendar months
5 from the time the disability or illness commenced.
6

7 9.05 The Employer will maintain a record of seniority for all.
8 part-time employees who are covered by the terms of the
9 Collective Agreement and who have completed their probationary
0 period. The seniority lists, which will be posted, will be pre-
1 pared by the Employer and will contain the following informa-
2 tion:
3

- 4 1. Names of employees.
- 5 2. Date of hire of individual employees.
- 6 3. Seniority status of each employee based on hours
7 worked.
- 8 4. Seniority shall be expressed as provided for in 9.02
9 above.
0
1
2
3

4 9.06 The seniority list shall be posted for a period of thirty
5 (30) calendar days. An employee who wishes to challenge the
6 said list must do so within the said time period after which the
7 seniority list will be deemed to be accurate in all respects and
8 therefore final and will not be subject to any challenge by any
9 employee or the Union.
0

1 9.07 The Employer undertakes to provide the Union with sen-
2 iority listings, but not more than twice each year.
3

4 9.08 Both parties agree that the relative ability and willing--
5 ness of an employee shall be the primary consideration in all
6 matters arising out of this section.
7

8 9.09 The Employer undertakes to observe this seniority of
9 employees so far as it is practicable to do so having regard for
0 the fact that employees are assisting in the operation of a
1 hospital which must be operated with primary concern for the
2 health and welfare of its patients and other persons in the
3 Hospital or Hospital grounds.
4
5
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7
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9
0

9.10 The Union acknowledges that under these circumstances the Employer's considered judgment as to the efficiency or suitability of any employee for any particular job must be of prime consideration in the dealing with complaints or grievances arising out of this section and will generally consist of ascertaining that all relevant facts and circumstances have been adequately considered by the Employer. With this understanding the seniority will apply to promotion, demotions, transfers and to reduction of staff.

ARTICLE 10 - LAYOFF AND RECALL

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

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

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

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

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

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

(i) the reason causing the layoff

(ii) the service the Hospital. will undertake after the layoff

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

In the event of a substantial bed cut-back or cut-back in service, the Hospital will provide the Union with reasonable notice. If requested, the Hospital will meet with the Union

through the Labour Management Committee to review the reasons and expected duration of the bed cut-back or cut-back in service, any realignment of service or staff and its effect on employees in the bargaining unit,

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

10.03 In the event of lay off, the Hospital shall lay off employees in the reverse order of their seniority within their classification, providing that there remain on the job employees who then have the ability to perform the work.

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

(a) accept the lay-off; *or*

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

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

10.05 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.

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

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

1 10.07 An employee recalled to work in a different classification
2 from which he was laid off shall have the privilege of
3 returning to the position he held prior to the lay-off should it
3 become vacant within six (6) months of being recalled.

5 10.08 No new employees shall be hired until all those laid off
5 have been given an opportunity to return to work and have failed
7 to notify the Hospital of their intention to do so, in accordance
3 with .09 below, or have been found unable to perform the
3 work available.

1 10.09 It is the sole responsibility of the employee who has
2 been laid off to notify the Hospital of his intention to return
3 to work within five (5) working days (exclusive of Saturdays,
4 Sundays and paid holidays) after being notified to do so by
5 registered mail, addressed to the last address on record with
6 the Hospital (which notification shall be deemed to have been
7 received on the second day following the date of mailing) and to
3 return to work within ten (10) working days after being notified,
3 The notification shall state the job to which the
1 employee is eligible to be recalled and the date and time at
2 which the employee shall report for work. The employee is
3 solely responsible for his proper address being on record with
4 the Hospital.

5 10.10 Where the employee fails to notify the Hospital of his
5 intention or to return to work in accordance with the provisions
7 of Paragraph .09 he shall lose all seniority and be deemed to
3 have quit the employ of the Hospital.

1 10.11 In the event that a lay-off commences on the day immediately
2 following a paid holiday, an employee otherwise qualified
3 for holiday pay shall not be disentitled thereto solely because
4 of the day on which the lay-off commenced.

6 10.12 A laid off employee shall retain the rights of recall for
7 a period of eighteen (18) months from the date of lay-off.

3 10.13 Any agreement reached between the Hospital and the Union
0 concerning the method of implementing layoffs will take
1 precedence over other terms of layoff in this Agreement.

3 ARTICLE 11 - JOB POSTING

5 11.01 Where a permanent vacancy occurs in a classification
7 within the bargaining unit or a new position within the bargaining
3 unit is established by the Hospital, such vacancy shall be
3 posted by the Hospital for a period of five (5) days excluding
3 Saturday, Sunday and holidays. Vacancies created by the filling
1 of an initial permanent vacancy within the bargaining unit shall
2 be posted for a period of three (3) consecutive days excluding
3 Saturday, Sunday, and holidays. All applications are to be made
4 in writing within the posting period.

1 11.02 The postings referred to in Article .01 shall stipulate
2 the qualifications, classification, rate of pay, department and
3 shift and a copy shall be provided to the Chief Steward.
4

3 11.03 Employees shall be selected for -positions under either
5 Article .01 on the basis of their ability, experience and qual-
3 ifications. Where these factors are relatively equal amongst
9 the employees considered, seniority shall govern providing the
3 successful applicant, if any, is qualified to perform the avail-
2 able work. The name of the successful applicant will be posted
3 on the bulletin board and unsuccessful applicants will be noti-
2 fied.
3

4 11.04 Where there are no successful applicants from within this
5 bargaining unit for positions referred to in Article .01
6 employees in other SEIU service bargaining units at the Hospital
3 will be considered for such positions prior to considering
3 persons not employed by the Hospital. The employees eligible
0 for consideration shall be limited to those employees who have
2 applied for the position in accordance with Article .01 and
3 selection shall be made in accordance with Article .03 above.
2

3 11.05 Vacancies which are not expected to exceed six (6) months
4 will not be posted and may be filled at the discretion of the
5 Hospital. In filling such vacancies 'consideration shall be
5 given to part-time employees in SEIU service bargaining units
7 who have recorded their interest in writing, prior to consider-
3 ing persons not employed by the Hospital. In considering such
3 part-time employees the criteria for selection in .03 shall
3 apply. Part-time employees selected to fill a vacancy under
2 this Article will continue to maintain their part-time status
3 and upon completion of the assignment the employee will return
4 to his former position,
5

5 11.06 The Hospital shall have the right to fill any vacancy on
5 an interim basis until the posting procedure or the Request for
3 Transfer procedure provided herein has been complied with, and
9 arrangements have been made to assign the employee selected to
0 fill the vacancy to the job. No grievance may be filed concern-
2 ing such temporary arrangements.

2 11.07 The successful applicant will be placed in the vacancy
3 for a trial period not exceeding forty-five (45) working days
4 and if the employee proves satisfactory, then he shall be con-
5 sidered permanently assigned to the vacancy. If the employee
3 proves unsatisfactory during that time, or if the employee feels
0 he is unable to perform the duties of the vacancy to which he is
2 posted, the employee will be returned to his former position at
3 his former salary rate of pay, as will any other employee in the
0 Bargaining Unit who was promoted or transferred by reason of
2 such placing. Newly hired employees shall be terminated and
3 such termination shall not be subject to the grievance and arbi-
4 tration 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 the bargaining unit if, as a result of such contracting out, a layoff of any employees other than casual part-time employees results from such contracting out. Contracting out to an employer who is organized and who will employ the employees of the bargaining unit who would otherwise be laid off with similar terms and conditions of employment is not a breach of this provision,

ARTICLE 13 - WORK OF THE BARGAINING UNIT

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

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

13.02 Employment Agencies

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

13.03 Volunteers

(a) Where a Hospital plans a drive to increase the number of volunteers, the Union must be given at least thirty (30) days' notice of these plans and a special meeting of the local joint job security committee must be convened at least three (3) weeks prior to the initiation of such a drive,

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

13.04 Ratio of R.N.'s to R.N.A.'s

At the time of considering whether or not to alter the ratio of R.N.'s to R.N.A.'s in any department, the Hospital agrees to consult with the Union in advance of any decision

1 being made and, again in advance of any decision being made, the
2 senior administrator of the Hospital agrees to meet with and to
3 entertain submissions from the Union with respect to the merits
4 of maintaining the existing ratio.
5

6 In addition to the above process and apart from it where a
7 change in the ratio is planned by the Hospital and it does not
3 arise because of employee retirement, resignation or death then
3 it can only be carried out following a full and complete dis-
3 closure to the Union of the plan of the Hospital and the reasons
1 for it. After full and complete disclosure to the Union the
2 Hospital and Union are to meet and discuss the plan and the rea-
3 sons with a view to possibly modifying them including maintain-
4 ing the existing ratio. The planned change in the ratio cannot
5 be implemented by the Hospital for a period of forty-five (45)
6 days from the date of full and complete disclosure to the Union;
7 and only implemented if there has been the consultative process
3 required by this clause carried out in good faith by the
3 Hospital.
3

1 2 ARTICLES 14 - TECHNOLOGICAL CHANGE 3

4 14.01 Technological change means the automation of equipment,
5 or the mechanization or automation of operations, or the
5 replacement of existing equipment or machinery with new equip-
7 ment or machinery which results in the displacement of an
3 employee from his/her regular job.
3

3 14.02 Where the Hospital has decided to introduce a technologi-
1 cal change which will significantly alter the status of an
2 employee within the bargaining unit, the Hospital undertakes to
3 meet with the Union to consider the minimizing of adverse
4 effects (if any) upon the employees concerned.
5

6 14.03 Where new or greater skills are required than are already
7 possessed by affected employees under the present methods of
3 operation, such employees shall be given a period of training,
3 with due consideration being given to the employee's age and
3 previous educational background, during which they may perfect
1 or acquire the skills necessitated by the new method of opera-
2 tion. The employer will assume the cost of tuition and travel.
3 There shall be no reduction in wage or salary rates during the
4 training period of any such employee. Training shall be given
5 during the hours of work whenever possible and may extend for up
6 to six (6) months.
7

3 14.04 Employees with one or more years of continuous service
3 who are subject to lay-off under conditions referred to above,
0 will be given notice of: the impending change in employment
1 status at the earliest reasonable time in keeping with the not-
2 ification to the Union as set out above and the requirements of
3 the applicable legislation.
4
5
6
7

1 14.05 Employees who are pregnant shall not be required to oper-
2 ate VDTs. At their request, the employer shall temporarily
3 relocate such employees to other appropriate work without loss
4 of employment benefits, but at the wage rate of the job in which
5 the employee is relocated. The determination of the appropriate
6 alternative work shall be at the discretion of the Employer and
7 such discretion shall not be exercised in an arbitrary or dis-
3 criminatory manner, If such work is not available or if the
9 employee does not wish to accept the alternative work, the
0 employee may be placed on unpaid leave of absence.

1
2 14.06 Each employee required to use a VDT more than four (4)
3 hours per day, shall be given eye examinations at the beginning
4 Of employment or assignment to VDTs and every twelve (12) months
5 thereafter. The eye examinations shall be paid for by the
6 Hospital where not covered by OHIP.

3
9 ARTICLE 15 - LEAVES OF ABSENCE
0

1 15.01 Bereavement Leave
2

3 An employee who notifies the Hospital as soon as possible
4 following a bereavement will be granted up to three (3) consecu-
5 tive days off without loss of his/her regular pay for all
6 scheduled hours from the date of death up to and including the
7 date of the funeral of a member of his/her immediate family.
3 "Immediate family" means parent, brother, sister, spouse, son,
9 daughter, son-in-law, daughter-in-law, mother-in-law, father-
0 in-law, brother-in-law, sister-in-law, grandparent, grandchild,
1 guardian or step-parent.
2

3 Where an employee is unable, due to distance of travel, to
4 attend the funeral of a member of his/her immediate family as
5 defined in the Collective Agreement, he/she shall be entitled to
6 leave for mourning on the day of the funeral without loss of
7 regular straight time earnings to which he/she would otherwise
3 have been entitled to on that day.
9

0 15.02 Education Leave
1

2 (a) If required by the Employer, an employee shall be
3 entitled to leave of absence with pay and without loss
4 of seniority and benefits to write examinations to
5 upgrade his or her employment qualifications.
5

7 (b) A leave of absence, without pay, to take further edu-
3 cation related to the employee's work with the
9 Hospital may be granted upon written application by
0 the employee to the administration of the Hospital.
1 It is further understood and agreed that the Employer
2 will, wherever its operational requirements permit,
3 endeavour to arrange the shifts of employees attending
4 courses or seminars to permit such attendance.
5
6

- 2 (c) Where employees are required by the-Hospital to take
3 courses to upgrade or acquire new employment qualifi-
4 cations, the Employer shall pay the full costs associ-
5 ated with the courses.

15.03 Not applicable

3 15.04 Maternity Leave

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

9 An employee on leave as set out above who is in
10 receipt of Unemployment Insurance maternity benefits
11 pursuant to Section 18 of the Unemployment Insurance
12 Act, shall be paid a supplemental unemployment bene-
13 fit. That benefit will be equivalent to the differ-
14 ence between seventy-five percent (75%) of her regular
15 weekly earnings and the sum of her weekly Unemployment
16 Insurance benefits and any other earnings. Such pay-
17 ment shall commence following completion of the two
18 week unemployment insurance waiting period, and
19 receipt by the Hospital of the employee's Unemployment
20 Insurance cheque stub as proof that she is in receipt
21 of Unemployment Insurance pregnancy benefits, and
22 shall continue while the employee is in receipt of
23 such benefits for a maximum period of fifteen (15)
24 weeks. The employee's regular weekly earnings shall
25 be determined by multiplying her regular hourly rate
26 on her last day worked prior to the commencement of
27 the leave times-her normal weekly hours.

- 28 (b) Where the actual date of her delivery is later than
29 the estimated day of her delivery, the leave of
30 absence shall not end before the expiration of six (6)
31 weeks following the actual date of her delivery.
- 32 (c) The employee shall give her Employer four (4) weeks'
33 notice in writing prior to the day upon which she
34 intends to commence her leave of absence and shall
35 furnish her Employer with the certificate of a legally
36 qualified medical practitioner stating that she is
37 pregnant and giving the estimated day upon which deli-
38 very will occur in his opinion,
- 39 (d) An employee may, if she desires to return to work
40 shorten the duration of the leave of absence requested
41 upon giving her Employer three (3) weeks' notice of

her intention to do so and furnishing her Employer with the certificate of a legally qualified medical practitioner stating that she is able to resume her work.

- (e) The Employer may require the employee to begin the leave of absence at such time as in its opinion the duties of her position cannot reasonably be performed by a pregnant woman or the performance of her work is materially affected by the pregnancy.
- (f) The employee shall, if requested by the Employer, furnish medical proof of her fitness to resume her employment following the leave of absence.
- (g) Credits for service shall accumulate while an employee is on maternity leave for the initial seventeen (17) weeks from the commencement of the leave on the basis of what the employee's normal regular hours of work would have been.

Credits for seniority shall accumulate during the period of the leave on the basis of what the employee's normal regular hours of work would have been.
- (h) An employee intending to resume employment with the Employer is required to advise the employer in writing two (2) weeks prior to the expiry of the leave of absence for pregnancy. Subject to any changes to the employee's status which would have occurred had she not been on maternity leave, the employee shall be reinstated to her former duties, on the same shift, in the same department, and at the same rate of pay.
- (i) The leave of absence provided for under this Article shall be extended, upon application in writing to the Employer at least two (2) weeks prior to the expiry of the leave, for a period up to six (6) months following the date the leave commenced.

15.05 Adoption Leave

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

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

5 (c) Credits for seniority shall accumulate during the
6 period of the leave on the basis of what the
7 employee's normal regular hours of *work* would have
8 been.

9 Credits for service shall accumulate while an employee
0 is on adoption leave for the initial seventeen (17)
1 weeks from the commencement of the leave on the basis
2 of what the employee's normal regular hours of work
3 would have been.

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

2 15.06 Not applicable

3 15.07 Union Leave

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

- 1 (b) In requesting such leave of absence for an employee or
2 employees, the Union must give at least twenty-one
3 (21) days clear notice in writing to the Hospital.
4
- 5 (c) The cumulative total leave of absence, the number of
6 employees that may be absent at any one time from any
7 one area, and the number of days of absence shall be
3 as provided elsewhere in the current local sections of
9 the Agreement (unless altered by local negotiations).
0
- 1 (d) It is understood the leave of absence shall be for no
2 longer than a two week period and will not be requested
3 for more than three (3) occasions in one calendar
4 year. Where leave of absence for Union business is
5 requested it is understood that the Union will not
6 request leave of absence for more than four (4)
7 employees at any one time, and the Union shall be
3 responsible for payment of wages during the time of
9 absence.
0

1 In addition to the leave of absence set out above mem-
2 bers of the Union executive board and/or council
3 employed by the Hospital will be entitled to an addi-
4 tional cumulative leave of absence without pay not
5 to exceed ten (10) days per contract year, subject to
6 the conditions set out above, for the purpose of
7 attending executive and/or council meetings.
3

15.08 Personal Leave

1 Employees who are on leave of absence will not be engaged
2 in gainful employment while on such leave, and if an employee
3 does engage in gainful employment while on such leave of
4 absence, he will forfeit all seniority rights and privileges
5 contained in this agreement.
6
7

ARTICLE 16 - HOURS OF WORK

16.01 Daily and Weekly Hours of Work

- 2 (a) The following provisions designated regular hours on a
3 daily shift and regular daily shifts over the
4 Employer's working schedule shall not be construed to
5 be a guarantee of the hours of work to be done on each
6 shift or during each shift schedule.
7
- 8 (b) The normal work day shall consist of seven and one-
9 half (7 1/2) hours not including a one-half (1/2) hour
unpaid meal break. Such hours shall be worked in
accordance with schedules and shifts as determined by
the Employer.

1 16.02 Rest Periods
2

- 3 (a) Where employees, are required to be on duty contin-
4 uously for an unbroken period in excess of four (4)
5 hours, the Employer agrees to allow such employee fif-
6 teen (15) minutes relief at the end of the first three
7 (3) hour period, and fifteen (15) minutes at the end
8 of the second three (3) hour period without reduction
9 in pay and without increasing the regular working
0 hours.
- 1 (b) When an employee performs authorized overtime work of
2 at least three (3) hours duration, the Hospital will
3 schedule a rest period of fifteen (15) minutes dura-
4 tion.
5

6
7 16.03 Not applicable

8
9 16.04 Scheduling
0

- 1 (a) Schedules for regular part-time employees shall be
2 posted two weeks in advance and shall cover a two week
3 period.
4
- 5 (b) The Hospital agrees that it will not require an
6 employee to work a schedule of more than seven (7)
7 consecutive shifts without his/her consent.
- 8 (c) Employees shall be scheduled at least every third
9 weekend off save and except where such employees are
0 by agreement, scheduled to work consecutive weekends.
1
- 2 (d) Generally employees will not be required to work more
3 than two shifts,
4
- 5 (e) Overtime on Weekend
6

7
8 An employee will receive time and one-half her regular
9 straight time hourly rate for all hours worked on a
0 fourth and subsequent consecutive weekend save and
1 except where:

2 (i) such weekend has been worked by the employee to
3 satisfy specific days off requested by such employee;
4 or
5

6 (ii) such employee has requested weekend work; or,
7

8 (iii) such weekend is worked as the result of the
9 exchange of shifts with another employee; or,
0

1 (iv) such weekend is worked as a result of the
2 application of the Christmas Day and New Year's pro-
3
4
5

visions of 20.05 of the Collective Agreement (Full-time Unit).

ARTICLE 17 - PREMIUM PAYMENT

17.01 Definition of Regular Straight Time Rate of Pay

For the purpose 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 Overtime Premium

Employees shall be entitled to payment of time and one-half the employee's basic straight time hourly rate for all authorized overtime work in excess of seven and-one-half (7 1/2) hours in a tour of duty or in excess of the average full-time hours of work over the period scheduled by the Hospital. Such period for this purpose shall not exceed two (2) weeks.

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 purposes 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.

Overtime payment for hours worked will not apply as a result of the following:

- (a) An exchange of shifts by two employees and which exchange must first have the approval of the Department Head or designate as provided for below.
- (b) A change from Standard Time to Daylight Saving Time and vice versa.

Employees may be allowed to exchange shifts. Where two (2) or more employees wish to exchange shifts they must submit a written request to their Department Head or designate. The granting of the request will be at the sole discretion of the Department Head or designate. Overtime payment will not be paid to any employees that may be affected by such exchange of shifts.

17.03 Report & Pay

Employees who report for work at the starting time of their scheduled shifts save and except employees who are scheduled for four (4) hours or less, not having previously been advised not to report, shall be guaranteed at least four (4) hours of work, or, if no work is available, shall be paid for at least four (4) hours time, at the employee's applicable straight time hourly rate of pay. Employees who are scheduled for four (4) hours or less will be guaranteed one-half of their scheduled hours. This provision shall not apply in the following circumstances:

- (a) When an employee who has been off work does not notify his/her Department Head or designate of his/her intention to return to work twenty-four (24) hours in advance of his/her return;
- (b) When an employee fails to keep the Hospital advised of a telephone number that can be used for the purpose of leaving a message;
- (c) When work is not available due to circumstances that are beyond the reasonable control of the Hospital.

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 Not applicable.

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

17.08 Not applicable.

1 17.09 Not applicable.

2
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4 **ARTICLE 18 - ALLOWANCES**

5 18.01 Meal Allowance

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7
8 When an employee is required to and does work for three (3)
9 or more hours of overtime after his normal shift he shall be
0 provided with a hot meal or five dollars (\$5.00) if the Hospital
1 is unable to provide the meal or has been unable to schedule a
2 meal break during the overtime period.

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

8
9 18.02 Uniform Allowance

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1 Where in the opinion of the Executive Director of the
2 Hospital, it is deemed advisable for hygienic reasons to require
3 employees to wear uniforms while on duty, such uniforms will be
4 supplied by the employer provided that the employee shall be
5 liable for loss or damage to the said uniform not arising from
6 the employee's duties. This article will apply only to those
7 Classifications currently supplied by the employer.

8
9 18.03 Transportation Allowance

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1 When an employee is required to travel to the Hospital or
2 to return to her home as a result of reporting to or off work
3 between the hours of 2400-0600 hours, (other than reporting to
4 or off work for her regular shift) or at any time while on
5 standby, the Hospital will pay transportation costs either by
6 taxi or by her own vehicle at the rate of thirti-five cents (35
7 cents) per mile (to a maximum of fourteen dollars (\$14.00)) or
8 such greater amount as the Hospital may in its discretion deter-
9 mine for each trip between the aforementioned hours. The
0 employee will provide to the Hospital satisfactory proof of pay-
1 ment of such taxi fare,

2
3 **ARTICLE 19 - HEALTH AND SAFETY**

4 19.01 Accident Prevention - Health and Safety Committee

5 (a) The Employer and the Union agree that they mutually
6 desire to maintain standards of safety and health in
7 the Hospital in order to prevent accidents, injury and
8 illness.

9 (b) Recognizing its responsibilities under the applicable
0 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 & 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 cooperation of its membership in the observation of all safety rules and practices.
- (h) Pregnant employees may request to be transferred from their current duties if, in the professional opinion of the employee's physician, the pregnancy may be at risk. If such a transfer is not feasible, the pregnant employee, if she so requests, will be granted an unpaid Leave of absence before commencement of the maternity leave referred to in Article 15.04.
- (i) Where the Hospital identifies high risk areas where employees are exposed to Hepatitis B, the Hospital will provide, at no cost to the employees, a Hepatitis B vaccine.

19.02 Protective Clothing

The Hospital agrees to continue its present practice with respect to the provision of protective clothing and safety devices to employees. At the same time, the Hospital agrees to meet directly with a representative of the Union or through the

Accident Prevention Committee to discuss the need for any additional protective clothing or equipment.

ARTICLE 20 - HOLIDAYS

20.01(a)	New Year's Day	Civic Holiday
	Good Friday	Labour Day
	Easter Monday	Thanksgiving Day
	Victoria Day	Christmas Day
	Dominion Day	Day after Christmas
		Third Monday in February

(b) Employees who work on any of the above designated days will be paid at time and one-half of their regular straight time rate of pay for all hours worked.

20.02 For the purposes of this Article, a holiday shall begin with the shift commencing at 11:00 p.m. on the day preceding the holiday and will continue to include such subsequent shift which ends before midnight on the day of the holiday.

20.03 An employee will be granted one (1) additional holiday for a total of twelve (12). This additional holiday shall be on the anniversary of the employee's birthday or within thirty (30) days of such date. In the event that heritage day or some other day is proclaimed as a statutory holiday by the government, such day shall replace the additional holiday. The anniversary of a birthday holiday is not a premium pay holiday.

ARTICLE 21 - VACATIONS

21.01 Part-time Vacation Pay

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

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

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

Effective in the vacation year where the date for determining vacation entitlement in the individual Hospital falls on or after October 11, 1989, the service requirement for 6% of gross earnings shall be 3450 hours of continuous service.

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

2 Effective in the vacation year 'where the date for deter-
3 mining vacation entitlement in the individual. Hospital falls on
4 or after October 11, 1989, the service requirement for 8% of
5 gross earnings shall be 10,350 hours of continuous service,

6 Effective in the vacation *year* where the date for deter-
7 mining vacation entitlement falls on or after October 11, 1990,
8 the service requirement for 8% of gross earnings shall be 8625
9 hours of continuous service.

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

3 A part-time employee who has completed 43,125 hours of con-
4 tinuous service *or* more as of June 30 shall receive 12% of gross
5 earnings.

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

8 Employees hired prior to October 10, 1986 will be credited
9 with the service they held under the Agreement expiring November
0 15, 1985.

1 21.02 The present practice of paying vacation pay in each pay
2 period will remain in effect.

3 21.03(a) All requests by Nursing Personnel for vacation during
4 the peak period 1st June - 30th September should be
5 submitted to the Nursing Unit Manager concerned 'by 1st
6 March each year. All vacation requests will be pro-
7 cessed and the employee notified by 15th April, after
8 which date further preference will be accepted on a
9 "first come, first served" basis rather than by sen-
0 iority within the unit where the employee works. Due
1 to the necessity of allowing as many staff as possible
2 off *over* the Christmas and New Year's holidays, vaca-
3 tion arrangements are not possible for staff employed
4 in the Nursing Department, All requests by Nursing
5 Personnel *for* vacation during the non-peak period
6 should be submitted to the Nursing Unit Manager con-
7 cerned six (6) weeks in advance of the proposed vaca-
8 tion period .

9 (b) All other personnel should submit requests for vaca-
0 tion during the peak period (1 June - 30 September) to
1 their respective supervisor by 1 March of each year.

2 ARTICLE 22 - BENEFITS FOR PART-TIME EMPLOYEES

3 22.01 A part-time employee shall *receive* in lieu of all fringe
4 benefits (being those benefits to an employee, paid in whole or
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7

part by the Hospital, as part of direct compensation or otherwise, including holiday pay save and except salary, vacation pay, standby pay, call back pay, reporting pay, responsibility allowance, jury and witness duty, bereavement pay, and maternity supplemental unemployment benefits) an amount equal to 14% of his/her regular straight time hourly rate for all straight time hours paid,

ARTICLE 23 - INJURY AND DISABILITY

23.01 Not applicable.

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.

ARTICLE 24 - PROGRESSION ON THE WAGE GRID

24.01 Collective Agreements currently containing a part-time wage grid shall continue such wage grids in effect. Effective October 10, 1986 employee shall progress on such grid on the basis that 1725 hours worked equals one (1) year of service.

Where, however, part-time employees are on a single rate structure, the full-time wage grid shall apply and progression through the grid shall be in accordance with the foregoing.

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

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 two (2) years of related experience in the classification on the completion of the employee's probationary period. It is understood and agreed that this shall not constitute a violation of the wage schedule of the Collective Agreement.

25.02 Promotion to a Higher Classification - -

An employee who is promoted to a higher rated classification within the bargaining unit will be placed in the range of the higher rated classification so that he shall receive no less an increase in wage rate than the equivalent of one step in the wage rate of his previous classification (provided that he does not exceed the wage rate of the classification to which he has been promoted).

25.03 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.

For the purposes of this Article, a shift will be deemed to be seven and one-half (7 1/2) hours.

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 classifications.
- (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

2 permit the Union to make representation-with respect
3 to the appropriate rate of pay,
4

5 (c) If the matter is not 'resolved following the meeting
6 with the Union the matter may be referred to arbitra-
7 tion as provided in the Agreement within fifteen (15)
8 days of such meeting. The decision of the Board of
9 Arbitration (or arbitrator as the case may be) shall
0 be based on the relationship established by comparison
1 with the rates for other classifications in the bar-
2 gaining unit having regard to the requirements of such
3 classifications.

4 (d) The parties further agree that any change mutually
5 agreed to or awarded as a result of arbitration shall
6 be retroactive only to the date that the Union raised
7 the issue with the Hospital.
8

9 25.05 Wages and Classification Premiums

0 The Employer *agrees* for the duration of this Agreement to
1 maintain the job classifications set out in Schedule A and to
2 pay not less than the rate of wages set opposite said classifi-
3 cation in accordance with Schedule "A" appended hereto.
4
5

6 ARTICLE 26 - RELATIONSHIP

7 26.01 Each of the parties hereto agrees that there will be no
8 discrimination, intimidation, interference, restraint, or coer-
9 cion exercised or practised upon any employee because of his or
0 her union or non-union membership, or his or her activity or
1 lack of activity in connection therewith since union membership
2 is hereby recognized as a voluntary act upon the part of the
3 individual concerned.
4
5

6 26.02 It is further agreed that solicitation of members,
7 collection of dues or other union activity will not be allowed
8 to interfere with employees' performance of duties.
9
0

1 26.03 The employees will be paid on a bi-weekly basis every
2 second Thursday and their monies will be deposited in their Bank
3 Account. Employees will be provided with a statement of their
4 earnings and their bi-weekly deductions.
5
6

7 26.04 It shall be a matter of individual agreement between each
8 employee and the Employer as to whether the employee takes meals
9 at the Hospital.
0

1 Whenever employees take their meals at the Hospital, a
2 dining room will be provided for such employees' convenience and
3 all employees are encouraged to use it.
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1 Whenever employees bring their own lunch_a dining room and
2 locker facilities to store it will be provided for their conven-
3 ience.
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ARTICLE 27 - ACCIDENTAL BREAKAGE

27.01 Employees are not to be held liable for accidental break-
age of dishes during the course of their employment except those
who are habitual offenders in this respect, who may be charged a
reasonable amount for breakage due to carelessness or negli-
gence.

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ARTICLE 28 - BULLETIN BOARDS

28.01 The Employer will provide bulletin board space in areas
designated by the Hospital for the purposes of posting notices
regarding meetings and other matters restricted to Union act-
ivity. All such notices must be signed by an officer of the
Local Union and submitted to the Executive Director of the
Hospital or other person designated by that individual for
approval prior to being posted.

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ARTICLE 29 - CERTIFICATES OF COMPETENCE FOR NURSING PERSONNEL

29.01 Registered Nursing Assistants are required to obtain and
file their Certificates of Competence with the Nursing Admini-
stration by the 31st of January of each year failing which they
will be re-classified as Nursing Attendants. If said Certifi-
cate is not produced by February 15th of the same year, the
employee will be suspended without pay pending production of the
Certificate of Competence.

Should an R.N.A. have her Certificate of Competence res-
cinded by the College of Nurses for any reason other than non--
payment of fees, she will be terminated from the employment of
the Hospital.

29.02 All new employees hired as Registered Nursing Assistants
(pending) must write and file proof of registration within three
(3) calendar months of employment, failing which they will be
terminated. Upon production of proof of registration, the
R.N.A. (pending) will be reclassified as R.N.A. effective from
the date of writing the R.N.A. examinations or date of hire
whichever is the later date.

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ARTICLE 30 - WELFARE OF PATIENTS AND EMPLOYEES

30.01 Both parties agree that it is essential to the successful
operation of the Hospital, and the welfare of the patients and

1 employees, that employees follow promptly all orders given them
2 within the scope of authority of the person giving them,
3
4

3 ARTICLE 31 - RULES AND REGULATIONS

5 31.01 The Union undertakes and agrees that the Union and the
7 employees will respect and abide by the Employer's rules, regu-
3 lations and practices, which may be in force from time to time,
9 and are not contrary to this Agreement.
3

1
2
3 ARTICLE 32 - PRINTING

4 32.01 The Union and the Hospital will share equally the costs
5 of printing this Agreement.
7

3
9 ARTICLE 33 - DURATION

3 33.01 Term

1 This Agreement shall continue in effect until October 10,
2 1991 and shall remain in effect from year to year thereafter
3 unless either party gives the other party, not more than ninety
4 (90) days before the date of termination, written notice of
5 termination or desire to amend the Agreement.
7

3 33.02 Renewal

1 Either party may, on ten (10) clear days' notice, require
2 the other party to enter into negotiations for the renewal or
3 modification, of the Agreement within the period of three (3)
4 calendar months prior to the expiry date, and both parties shall
5 thereupon enter into such negotiations in good faith and make
6 every reasonable effort to secure an Agreement.

3 Notwithstanding the foregoing provisions, in the event the
3 parties to this Agreement agree to negotiate for its renewal
3 through the process of Central Bargaining, either party to this
1 Agreement may give notice to the other party of its desire to
2 bargain for amendments on local matters proposed for incorpora-
3 tion in the renewal of this Agreement not earlier than six (6)
4 calendar months nor later than three (3) calendar months prior
5 to the normal termination of this Agreement. Upon receipt of
5 such notice by one party from the other, both parties will meet
7 within fifteen (15) days thereafter for the purpose of bar-
8 gaining on local matters,
9

3 33.03 It is understood and agreed that "local matters" means
1 those matters which have been determined by mutual agreement
2 between the Central Negotiating Committees respectively repre-
3 senting each of the parties to this Agreement as being subjects
4 for local bargaining directly between the parties to this Agree-
5

2 ment. It is also agreed that local bargaining shall be subject
3 to such procedures as may be determined by mutual agreement
4 between the Central Negotiating Committee referred to above.

5 SIGNED at Toronto, Ontario this 31st day of July 1991.

7 FOR THE HOSPITAL

FOR THE UNION

Loretta Dick

M. Holdenberg

MG/BP

SCHEDULE "A"

S.E.I.U. SALARY SCALE

11 OCTOBER 1989

<u>Classification</u>	Start Start	1725 Hours	3450 Hours
Carpenter General	14.941	15.211	
C.S.R. Assistant	12.391	12.645	
Cleaner	12.787	13.067	
Cook .I	13.384	13.668	
Cook II	12.881	13.161	
Cook's Helper	12.568	12.839	
Dietary Assistant	12.036	12.306	
Dishwasher	12.787	13.067	
Driver	13.197	13.488	
Grounds Service Worker	12.905	13.195	
Housekeeping Attendant	12.036	12.306	
Linen Room Helper	12.036	12.306	
Maintenance Worker	14.474	14.743	
Nursing Attendant	13.235	13.495	
Occupational Therapy Assistant	12.369	12.639	
Personal Care Attendant	12.795	13.068	
Physiotherapy Assistant	12.369	12.639	
Registered Nursing Assistant	13.443	13.568	13.706
Security Officer	12.787	13.067	
Sewing Machine Operator	12.187	12.457	
Speech Therapy Assistant	12.369	12.639	
Storekeeper	13.235	13.495	
Transporter	12.755	13.025	
	Start	862.5 hours	
Carpenter	15.766	16.075	
Electrician	16.422	16.694	
Painter	15.128	15.401	
Plumber	16.015	16.286	
System Mechanic	16.934	17.204	

Note: Personal Care Attendants employed in the Gage Transitional Living Centre who, in addition to their regular duties, are assigned in-charge responsibilities on a shift basis will be afforded a responsibility allowance of 40 cents per hour for each completed shift. It is understood that an employee must be so assigned for the entire shift in order to qualify for this allowance.

SCHEDULE "A"
 S.E.I.U. SALARY SCALE
 1 JANUARY 1990

<u>Classification</u>	Start Start	1725 Hours	3450 <u>Hours</u>
Carpenter General	14.941	15.211	
C.S.R. Assistant	12.427	12.681	
Cleaner	12.787	13.067	
Cook I	13.540	13.824	
Cook II	13.087	13.366	
Cook's Helper	12.624	12.896	
Dietary Assistant	12.106	12.376	
Dishwasher	12.787	13.067	
Driver	13.197	13.488	
Grounds Service Worker	12.905	13.195	
Housekeeping Attendant	12.106	12.376	
Linen Room Helper	12.106	12.376	
Maintenance Worker	14.474	14.743	
Nursing Attendant	13.235	13.495	
Occupational Therapy Assistant	12.690	12.960	
Personal Care Attendant	12.795	13.068	
Physiotherapy Assistant	12.690	12.960	
Registered Nursing Assistant	13.648	13.773	13.911
Security Officer	12.787	13.067	
Sewing Machine Operator	12.242	12.512	
Speech Therapy Assistant	12.630	12.900	
Storekeeper	13.235	13.495	
Transporter	12.755	13.025	
	Start	862.5 hours	
Carpenter	15.766	16.075	
Electrician	16.422	16.694	
Painter	15.128	15.401	
Plumber	16.015	16.286	
System Mechanic	16.934	17.204	

Note : Personal Care Attendants employed in the Gage Transitional Living Centre who, in addition to their regular duties, are assigned in-charge responsibilities on a shift basis will be afforded a responsibility allowance of 40 cents per hour for each completed shift. It is understood that an employee must be so assigned for the entire shift in order to qualify for this allowance.

SCHEDULE "A"

S.E.I.U. SALARY SCALE

11 OCTOBER 1990

<u>Classification</u>	Start Start	1725 Hours	3450 Hours
Carpenter General	15.987	16.276	
C.S.R. Assistant	13.297	13.568	
Cleaner	13.682	13.982	
Cook I	14.488	14.792	
Cook II	14.003	14.302	
Cook's Helper	13.508	13.798	
Dietary Assistant	12.953	13.242	
Dishwasher	13.682	13.982	
Driver	14.120	14.432	
Grounds Service Worker	13.808	14.119	
Housekeeping Attendant	12.953	13.242	
Linen Room Helper	12.953	13.242	
Maintenance Worker	15.487	15.775	
Nursing Attendant	14.162	14.439	
Occupational Therapy Assistant	13.578	13.867	
Personal Care Attendant	13.690	13.983	
Physiotherapy Assistant	13.578	13.867	
Registered Nursing Assistant	14.603	14.737	14.885
Security Officer	13.682	13.982	
Sewing Machine Operator	13.099	13.388	
Speech Therapy Assistant	13.514	13.803	
Storekeeper	14.162	14.439	
Transporter	13.648	13.937	
	Start	862.5 hours	
Carpenter	17.404	17.735	
Electrician	18.107	18.397	
Painter	16.454	16.746	
Plumber	17.671	17.961	
System Mechanic	18.655	18.944	

Note: Personal Care Attendants employed in the Gage Transitional Living Centre who, in addition to their regular duties, are assigned in-charge responsibilities on a shift basis will be afforded a responsibility allowance of 40 cents per hour for each completed shift. It is understood that an employee must be so assigned for the entire shift in order to qualify for this allowance.

MEMORANDUM OF UNDERSTANDING ----

Re: Shift Premium

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

This 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 day of 19 .

FOR THE HOSPITAL

FOR THE UNION

_____	_____
_____	_____
- - - - -	- - - - -
_____	_____
_____	_____
_____	_____



SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 204

chartered by Service Employees International Union affiliated to A.F. of L., C.I.O., C.L.C.



S. E. (Ted) Roscoe
President

Ron Davidson
1st Vice President

Barbara Spooner
2nd Vice President

Velma Collver
Secretary Treasurer

Eugene Laliberte
Recording Secretary

November 1, 1991

Dear Member:

HEAD OFFICE

1 Credit Union Drive
Toronto, Ontario
M4A 2S6
(416) 752-4770
Fax No. (416) 752-1966

AREA OFFICES:

Brantford-Cambridge
44 King Street
Unit 206
Brantford, Ontario
N3T 3C7
(519) 756-7460
Fax No. (519) 751-1496

Georgian Bay
150 St. Paul Street
Collingwood, Ontario
L9Y 3P2
(705) 445-7007
Fax No. (705) 445-9154

Niagara Peninsula
39 Queen Street
Suite 203
St. Catharines, Ontario
L2R 5G6
(416) 682-9263
Fax no. (416) 682-4821

Enclosed please find a copy of the collective agreement between our Union and West Park Hospital (Service Part--Time).

This collective agreement has not been signed by your employer, the reasons for that are as follows:

- (a) The Hospital refuses to implement the arbitration award which awards wage adjustments to maintenance classifications and has applied for a judicial review of the arbitration award.
- (b) The Union has filed a grievance on failure to pay proper wages and has filed for a hearing with the Pay Equity Review Officer.
- (c) The Union had requested an arbitration board to impose the collective agreement on West Park Hospital. That award has been issued and it came down in favour of the Union. We are now waiting on the hospital to comply.

The Board decided that the collective agreement is in effect as of July 31, 1991.

Fraternally,

S. E. (Ted) Roscoe
President

SER:sg
Enclosure

*A Union of Vision
for People with Dreams*

West Park Hospital - Service Unit
Expiring October 10, 1991

WEST PARK HOSPITAL
SEIU PAY RATES - SERVICE
JANUARY 1991 PAY EQUITY ADJUSTMENT

January 1991	Start	1 Year	2 Years
C. S. R. Assistant	\$13.368	\$13.639	
Cook I	14.778	15.082	
Cook II	14.383	14.682	
Cook's Helper	13.616	13.906	
Dietary Assistant	13.084	13.373	
Housekeeping Attendant	13.084	13.373	
Linen Room Helper	13.084	13.373	
Occupational Therapy Assistant	14.156	14.445	
Physiotherapy Assistant	14.156	14.445	
Registered Nursing Assistant	14.981	15.115	\$15.263
Sewing Machine Operator	13.203	13.492	
Speech Therapy Assistant	13.993	14.282	