

Unit No. 66

SOURCE	Union		
EMP.	87	10	11
TERM.	89	10	10
No. OF EMPLOYEES	505		
NOMBRE D'EMPLOYÉS	JP		

COLLECTIVE AGREEMENT

BETWEEN

TORONTO EAST GENERAL AND
ORTHOPAEDIC HOSPITAL INC.

- AND -

- 395
(see letter of
July 12/89-)

JUL 17 1989

SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 204
A.F. OF L., C.I.O., C.L.C.,
(SERVICE FULL TIME)

EXPIRY: OCTOBER 10, 1989

coded 09/08/89 ER

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BETWEEN:

TORONTO EAST GENERAL
AND ORTHOPAEDIC HOSPITAL INC.
(hereinafter called the "Hospital")
OF THE FIRST PART

- and -

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 204
(hereinafter called the "Union") - SERVICE
OF THE SECOND PART

ARTICLE 1 - PURPOSE

1.01 The purpose of this Agreement is to establish an orderly collective bargaining relationship between the Hospital and the employees concerned and to provide machinery for the prompt and equitable disposition of grievances and to establish and maintain satisfactory working conditions, hours of work and wages for all employees within the bargaining unit,

ARTICLE 2 - SCOPE AND RECOGNITION

2.01 The Hospital recognizes the Union as the sole bargaining agent for all employees at the Hospital in Toronto save and except professional medical staff, graduate nursing staff, undergraduate nurses, graduate pharmacists, undergraduate pharmacists, graduate dietitians, undergraduate dietitians, technical personnel, supervisors and foremen, persons above the rank of supervisor and foreman, chief engineer, stationary engineers covered by a subsisting collective agreement, office staff (including ward clerks, special diet and menu clerks and dietary cashiers), persons regularly employed for not more than 24 hours per week and students employed after school and during the school vacation period.

2.02 It is hereby agreed that the term "technical personnel" as used in paragraph 2.01 above shall include physiotherapists, occupational therapists, psychologists, electroencephalographists, electrical shock therapists, laboratory, radiological, pathological and cardiological technicians, operating room technicians and case room technicians and persons taking formal courses leading to their certification as Registered Technicians.

ARTICLE 3 - MANAGEMENT RIGHTS

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

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- (a) maintain order, discipline and efficiency;
- (b) hire, discharge, direct, classify, transfer, promote, demote, lay-off and suspend or otherwise discipline employees for cause provided that a claim of discriminatory classification, promotion, demotion or transfer or a claim that an employee has been unjustly discharged or disciplined may be the subject of a grievance and dealt with in accordance with the Grievance Procedure;
- (c) establish and enforce rules and regulations to be observed by the employees, provided that they are not inconsistent with the provisions of this Agreement;
- (d) generally to manage and operate the Hospital in all respects in accordance with its obligations and, without restricting the generality of the foregoing, to determine the kinds and locations of machines, equipment to be used, the allocation and number of employees required from time to time, the standards of performance for all employees and all other matters concerning the Hospital's operations, not otherwise specifically dealt with elsewhere in this Agreement.

ARTICLE 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 The word "employee" or "employees" wherever used in this Agreement shall mean only the employees in the bargaining unit defined above, unless the context otherwise provides.

4.03 Where the masculine pronoun is used herein, it shall mean and include the feminine pronoun where the context so provides.

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ARTICLE 5 - UNION SECURITY

5.01 Union Dues

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

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

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

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

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

5.02 Interview 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 upon the completion of their probationary employment 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 premises, in a room designated by the Hospital, and the employees shall report to this room for interview, during the interview period.

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5.03 Employee Lists

- (a) Dues deducted shall be remitted to the Secretary-Treasurer of the Local Union on or before the 25th day, if possible, but not later than the last day of the month in which they were deducted. The Union agrees to keep the Hospital harmless from any claims

against it by an employee which arise out of any deduction under this Article.

- (b) The Hospital agrees to supply the Union with the addresses of all new employees when they are placed on the check off list for the first time.

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

ARTICLE 6 - NO STRIKE/LOCKOUT

6.01 The Hospital agrees that, during the term of this Agreement, there will be no lockout.

6.02 The Union agrees that, during the term of this Agreement, there will be no strikes, shut-downs, stoppages of work or any acts of any nature which would tend to interfere with the Hospital's operations, nor picketing of any kind or form whatsoever, however peaceful.

6.03 Any employee participating in any such strikes, shutdowns, stoppages of work, acts of any nature which would tend to interfere with the Hospital's operations or picketing of any kind or form whatsoever, however peaceful, will be subject to discipline including discharge.

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 8 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) The Hospital will recognize two (2) Chief Stewards and steward(s) from the following departments of the Hospital:
 - 1 steward for the night shift
 - 1 steward for the RNAs
 - 1 steward for the Nursing Attendants and all other nursing and attendant staff
 - 2 stewards from Food Service
 - 2 stewards from Environmental Services

2 stewards from Maintenance
2 stewards from S.P.D.

If the regular steward is unavailable, an employee(s) may request the Chief Steward to assist them with their grievance.

The Union shall designate a steward as Senior Steward in departments having more than one steward.

The Hospital will make every effort to assist the stewards in carrying out his or her functions as defined in the Collective Agreement.

- (h) The Union shall keep the Hospital notified, in writing, of the names of its currently authorized members of the Grievance Committee.
- (i) In the matter of stewards' badges, the Hospital gives its assurance that, during the course of this Collective Agreement, no disciplinary action will be taken against any Union steward as a result of his wearing of a steward's badge as provided by the Union and of the form, style and type approved by the Board of Arbitration.

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.

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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 comprised 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.

7.05 Where the parties mutually agree that there are matters that would be beneficial if discussed at a Labour Management Committee during the term of this Agreement, the following shall apply. Three (3) representatives of labour and at least one (1) from management, as agreed, shall meet at a time and place mutually satisfactory. The Union Bargaining Agent may attend the meeting upon the request of the labour representatives, 6/1

A request for a meeting hereunder will be made in writing at least fourteen (14) days prior to the date proposed and accompanied by an agenda of matters proposed to be discussed.

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 1

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, the employee's name shall be placed on the respective departmental seniority list and 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.

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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 1,725 hours worked, and will be enrolled in the employee benefit plans subject to meeting any waiting period or other requirements of those plans.

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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 for eighteen (18) months; ²⁹/₁₈
- (f) employee fails, upon being notified of a recall, to signify his intention to return within five (5) working days after he has received the notice of recall, and fails to report to work within ten (10) working days after he has received the notice of recall;
- (g) employee is absent due to illness or disability which absence continues for twenty-four (24) calendar months from the time the disability or illness commenced.

9.05 Effect of Absence

- (a) It is understood that, during an approved unpaid absence not exceeding thirty (30) continuous days or any approved absence paid by the Hospital, both seniority and service will accrue.
- (b) During an unpaid 'absence exceeding thirty (30) continuous calendar days, credit for service for purposes of salary increment, vacation, sick leave, or any other benefits under any 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. Effective April 10, 1989 the Hospital will continue to pay its share of the premiums for the initial seventeen (17) weeks from the commencement of the leave while an employee is on maternity or adoption leave. Effective April 10, 1989, service shall accrue for the initial seventeen (17) weeks from the commencement of the leave if an employee is on maternity or adoption leave. Notwithstanding this provision, service shall accrue for a period of fifteen (15) weeks if an employee's absence is due to a disability resulting in W.C.B. benefits.

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

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9.06 An up-to-date copy of each departmental seniority list shall be posted once a year. The following is a list of departments for seniority purposes.

1. Nursing - R.N.A.
2. Nursing - Other
3. Food Service
4. Environmental Services
5. Maintenance
6. S.P.D.

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 year's 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's service	4 weeks' notice
5 years but less than 6 years' service	5 weeks' notice
6 years but less than 7 years' service	6 weeks' notice

7 years but less than 8 years' service
8 years' service or more-

7 weeks' notice
8 weeks' notice

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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.

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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 bar-

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gaining 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 the job posting procedure. The posting procedure in **the** Collective Agreement shall not apply until the recall process has been completed.

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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.

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

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

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

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

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

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

10.13 No full-time employee within the bargaining unit shall be laid off by reason of his/her duties being assigned to one or more part-time employees.

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

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

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

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

11.04 Where there are no successful applicants from within this bargaining unit for positions referred to in Article .01 and .02, 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 .01

and .02, and selection shall be made in accordance with Article .03 above,

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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 .03 shall apply. Part-time employees selected to fill a vacancy under this Article will continue to maintain their part-time status and, upon completion of the assignment, the employee will return to his former position.

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

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

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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 Work of the Bargaining Unit

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

13.02 Employment Agencies

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

13.03 Volunteers

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

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

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

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

ARTICLE 14 - TECHNOLOGICAL CHANGE

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

14.02 Where the Hospital has decided to introduce a technological change which will significantly alter the status of an employee within the bargaining unit, the Hospital undertakes to meet with the Union to consider the minimization 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 operations. The employer will assume the cost of tuition and travel, There shall be no reduction in wage or salary rates during the training period of any such employee. Training shall be given during the hours of work whenever possible and may extend for up to six (6) months.

14.04 Employees with one or more years of continuous service who are subject to lay-off under conditions referred to above will be given notice of the impending change in employment status at the earliest reasonable time in keeping with the notification to the Union as set out above and the requirements of the applicable legislation.

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

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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.

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ARTICLE 15 - LEAVES OF ABSENCE

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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

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

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

26/10/11 (c) Where employees are required by the Hospital to take courses to upgrade or acquire new employment qualifications, the Employer shall pay the full costs associated with the courses.

15.03 Jury and Witness Duty

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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.

15.04 Maternity Leave

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

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Effective on confirmation by the unemployment Insurance Commission of the appropriateness of the Hospital's Supplemental Unemployment Benefit (SUB) plan, an employee on leave as set out above who is in receipt of Unemployment Insurance pregnancy benefits pursuant to Section 18 of the Unemployment Insurance Act, 1971, shall be paid a supplemental unemployment benefit. **That** benefit will be equivalent to the difference between seventy-five per cent (75%) of her regular weekly earnings and the sum of her weekly Unemployment Insurance benefits and any other earnings. Such payment shall commence following completion of the two-week unemployment insurance waiting period, and **receipt** by the **Hospital** of the employee's Unemployment Insurance cheque stub **as** proof that she is in receipt of Unemployment Insurance 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.

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

The employee shall give her Employer four (4) weeks' notice **in** writing prior to the day upon which she intends to commence her leave of absence and shall furnish her **Employer** with the

certificate of a legally qualified medical practitioner stating that **she** is pregnant and giving the estimated day upon which delivery will occur in his opinion.

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

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

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

Credits for service, for the purpose of salary increments, for vacations, sick leave or other benefits under the provisions of the collective agreement or elsewhere shall be retained up to the commencement of the leave of absence, but shall not be accumulated during such leave except that, in the case of an employee who has worked ten (10) or more days during the calendar month, such credits shall continue to accumulate to the end of that calendar month.

Effective April 10, 1989, credits for service shall accumulate for the initial seventeen (17) weeks from the commencement of the leave while an employee is on maternity leave.

Credits for seniority shall accumulate during the period of the leave. 5/11

No contributions for any employee benefits provided under the collective agreement will be made by the Hospital during any such leave of absence. Subject to the provisions of the master policies governing such plans, employees desiring to maintain such protection through the Employer shall be entitled to remit to the Employer such full premiums as fall due during the leave **so** as to insure continued coverage.

Effective April 10, 1989, the Hospital will continue to pay its share of the premiums of the subsidized employee benefits in which the employee is participating for the initial seventeen (17) weeks from the commencement of the leave while the employee is on maternity leave.

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

An employee intending to resume employment with the Employer is required to advise the Employer in writing four (4) weeks prior to the expiry of the leave of absence for pregnancy. Upon her return to work following such leave, the employee will be returned to her former position or to work of a comparable nature at the same increment level of pay as she received prior to the commencement of the leave. In accordance with the provisions of this Agreement relating to seniority, provided that where operations which were suspended or discontinued by the Employer during such leave of absence have not been resumed by the Employer prior to the expiry thereof, the Employer shall, upon resumption of such operations, return the employee to work as above provided in this Paragraph.

Effective April 10, 1989, an employee intending to resume employment with the Employer is required to advise the employer in writing two (2) weeks prior to the expiry of the leave of absence for pregnancy. Subject to any changes to the employee's status which would have occurred had she not been on maternity leave, the employee shall be reinstated to her former duties, on the same shift, in the same department, and at the same rate of pay.

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

15.05 Adoption Leave

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

Effective on confirmation by the Unemployment Insurance Commission of the appropriateness of the Hospital's Supplemental Unemployment Benefit (SUB) plan, and retroactive to January 10, 1989, an employee on leave as set out above who is in receipt of Unemployment Insurance adoption benefits pursuant to Section 20 of the Unemployment Insurance Act, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between seventy-five per cent (75%) of her regular weekly earnings and the sum of her weekly Unemployment Insurance benefits and any other earnings. Such payment shall commence following completion of the two (2) week unemployment insurance waiting period, and receipt by the Hospital of the employee's Unemployment Insurance cheque stub as proof that she is in

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receipt of Unemployment Insurance adoption benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours.

It is understood that, during any such leave, credit for service for the purposes of salary increment, vacations, sick leave or any other benefits under any provisions of the Collective Agreement or elsewhere shall be suspended 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 or she is participating for the period of the absence.

Effective April 10, 1989 credits for service shall accumulate for the initial seventeen (17) weeks from the commencement of the leave while an employee is on adoption leave.

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

Effective April 10, 1989, the Hospital will continue to pay its share of the premiums of the subsidized employee benefits in which the employee is participating for the initial seventeen (17) weeks from the commencement of the leave while the employee is on adoption leave.

An employee returning from adoption leave shall be **reinstated** in **his or her former** position **held at** the **time of commencing** such leave, or a comparable position if the original position is not available.

Effective April 10, 1989, an employee intending to resume employment with the Employer is required to advise the employer in writing two (2) weeks prior to the expiry of the leave of absence for adoption. Subject to any changes to the employee's status which would have occurred had the employee not been on adoption leave, the employee shall be reinstated to her former **duties**, on **the** same shift, in the same department **and** at the same rate of pay.

15.06 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

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- (a) The Hospital shall grant leave of absence without pay to employees to attend Union conventions, seminars, education classes, or other Union business provided that such leave will not interfere with the efficient operation of the Hospital.
- (b) In requesting such leave of absence for an employee or employees, the Union must give at least twenty-one (21) days' clear notice, in writing, to the Hospital.
- (c) The cumulative total leave of absence, the number of employees that may be absent at any one time from any one area, and the number of days of absence shall be as provided elsewhere in the current local sections of the Agreement (unless altered by local negotiations).
- (d) The total number of days shall not exceed twenty (20) days; Not more than two (2) employees shall be absent at any one time and not more than one (1) from the same department.
- (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

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A leave of absence may be granted, without pay, to an employee.

ARTICLE 16 - HOURS OF WORK

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16.01 Daily and Weekly Hours of Work

The standard work week for all full-time employees shall average thirty-seven and one-half (37 1/2) hours per week exclusive of meal periods over the two (2) week pay period scheduled by the Hospital. It is understood, however, that this shall not be, nor be construed to be, a guarantee as to the hours of work per day nor as the hours of work per week nor as a guarantee of working schedules, and some employees may be regularly scheduled to work less than thirty-seven and one-half (37 1/2) hours per

week. In such a case, employees shall be paid a pro-rated weekly wage based on the number of hours actually worked. The daily hours shall be 7.5 hours exclusive of 30 minutes of an unpaid meal break.

16.02 Rest Periods

- (a) All employees required to work a total of seven and one-half (7 1/2) or more hours in a day shall be entitled to **two** (2) fifteen (15) minute rest periods, one each in the morning and afternoon, providing each half shift is at least three and one-half (3 1/2) hours in duration. Employees required to work **less** than seven and one-half (7 1/2) hours in a day shall be entitled to one (1) fifteen (15) minute rest period in an appropriate time during their shift.
- (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) **Each** employee shall be allowed a lunch period, **without** pay, of not less than thirty (30) minutes in duration. The Hospital shall continue its policy in attempting to schedule continuous and uninterrupted lunch periods.

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 Employer 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 off, 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 for a minimum of eight (8) weekends off in every twenty-four (24) week period and, in any event, at least one (1) weekend off in each three (3) week period. Where a weekend off is not granted within a three (3) 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 required 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 Employer and the employee affected and approved by the Union.

* 16.05 Each employee shall punch in and report to work in a uniform to his work station at the commencement of his regular shift and remain in uniform for the full working shift.

16.06 Employees reporting late for work will be penalized on the following basis:

3 minutes late - no pay deduction
4-18 minutes late - 15 minutes pay deduction
19-33 minutes late - 30 minutes pay deduction

This provision shall not be construed as a condonation of lateness, and employees who have an unsatisfactory record of lateness shall be subject to disciplinary action.

16.07 The Hospital agrees to post schedules of work no less than one (1) week, and preferably two (2) weeks, in advance of the commencement of the schedule. It is understood, however, that where it is necessary to change an employee's schedule, such change in schedule shall not result in premium payment to the employee affected. The Hospital shall provide notice as soon as possible to the affected employee.

16.08 The Employer will endeavour to arrange shifts to provide for no more than seven (7) consecutive days worked without the employees' consent.

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

16.09 Each employee in Environmental Services, Maintenance, Nursing and Food Service departments will be allowed a ten (10) minute period prior to the completion of his shift as wash up time. It is understood that no employee shall leave his work

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station prior to the beginning of such wash up time and, further, that each employee shall punch his time card when the shift ends. Should this be abused, it may be withdrawn by management.

16.10 Reporting

Reporting Off Duty for Absence

When it is necessary for an employee to be absent, the employee will report to the staffing office or immediate supervisor, as applicable, as soon as possible, but not less than two (2) hours before the start of the scheduled shift, except in extreme emergencies.

Reporting On Duty After Absence

When an employee is ready to return from an absence, the employee will telephone the staffing office or immediate supervisor, as applicable, the day before, if possible, and, in any event, not less than four (4) hours before returning to work.

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 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 reasonably authorized overtime work. Notice of overtime will be given where possible.

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.

Authorized leave of absence for Union business and statutory holidays shall be considered as time worked for the purpose of computing overtime pay under section 17.02.

17.03 Reporting Pay

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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 not less than one (1) hour's prior notice not to report for work.

17.04 Standby

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

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

17.05 Call Back

- (a) Where employees are called back to work after having completed a regular shift and prior to the commencement of their next regular shift, they shall receive a minimum of three (3) hours of work or three (3) hours' pay at the rate of time and one-half their regular hourly earnings. Where call back is immediately prior to the commencement of their regular shift the call back pay will only apply to the point of commencement of a regular shift at the rate of time and one-half after which they shall revert back to the regular shift.
- (b) Call back pay shall cover all calls within the minimum three (3) hour period provided for under (a). If a second call takes place after three (3) hours have elapsed from the time of the first call, it shall be subject to a second call back premium, but in no case shall an employee collect two (2) call back premiums within one such three (3) hour period, and to the extent that a call back overlaps and extends into the hours of his regular shift, (a) shall apply.
- (c) Notwithstanding the foregoing, an employee who has worked his full shift on a holiday and is called back shall receive the greater of 2 1/2 times his regular straight time hourly rate for all hours actually worked on such call-back or three (3) hours' pay at

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time and one-half his straight time hourly rate, subject to the other provisions set out above.

17.06 Shift Premium

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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 Re s i o w a n c e

Where an Employer 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

- (a) Employees who work overtime shall not be required to take time off during regular working hours to make up for overtime work.
- (b) Where an employee has worked and accumulated approved 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 (2) pay periods of the occurrence of the overtime at a time mutually agreeable to the Hospital and the employee or payment in accordance with the former option shall be made.

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17.09 Paid Time to Working Time

- (a) It is 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.
- (b) Employees absent on approved leave, paid by the Employer or by the 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.

(c) **The foregoing** shall also apply in **cases** of short-term leaves of absence for Union business approved by the Employer under the applicable provisions of the Collective Agreement where payment is made to the employee by the Union.

ARTICLE 18 - ALLOWANCES

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18.01 Meal Allowance

When an employee is required to **and does** work for three (3) or more hours of overtime after his normal shift he shall be provided with a hot meal or four dollars (\$4.00) 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 four dollars (\$4.00) payment.

18.02 Uniform Allowance

Where uniforms are required, the Hospital shall either supply and launder uniforms or provide a uniform allowance of \$60.00 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** her regular shift) or at any time while on standby, the Hospital will pay transportation costs either by taxi *or* by her own vehicle at the rate of thirty-five cents (35 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 to the Hospital satisfactory proof of **pay-**ment of such taxi fare.

ARTICLE 19 - HEALTH AND SAFETY

19.01 Accident Prevention - Health and Safety Committee

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

- (b) Recognizing its responsibilities under the applicable legislation, the Hospital agrees to accept as a member of its Accident Prevention-Health & Safety Committee at least one (1) representative selected or appointed by the Union from amongst bargaining unit employees.
- (c) Such Committee shall identify potential dangers and hazards, institute means of improving health and safety programs and recommend actions to be taken to improve conditions related to safety and health.
- (d) The Hospital agrees to co-operate reasonably in providing necessary information to enable the Committee to 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. 66
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- (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 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.

On 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.

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ARTICLE 20 - PAID HOLIDAYS

20.01 Employees who have completed their probationary period shall receive the following paid holidays with pay:

- | | |
|----------------|--------------------------------------|
| New Year's Day | Heritage Day (see explanation below) |
| Good Friday | Labour Day |
| Easter Monday | Thanksgiving Day |
| Victoria Day | Christmas Day |
| Dominion Day | Boxing Day |
| Civic Holiday | |

Each employee shall be entitled to one additional holiday with pay each year, such holiday to be ~~scheduled~~ by mutual agreement within a period of thirty (30) days before or after the employee's first and subsequent anniversary date of employment with the Hospital. It is understood and agreed that, in order to be eligible for such holiday with pay, the employee must otherwise qualify in accordance with the following provisions.

Each employee shall be entitled to one additional holiday with pay, such holiday to be a float day. Such day to be scheduled by mutual agreement between the employee and the department head.

It is further agreed that, in the event Heritage Day or some other day is proclaimed as a statutory holiday by the Government of the Province of Ontario, such day shall be substituted for the above eleventh holiday provided for under this Collective Agreement.

Employees who have not completed their probationary period shall nevertheless be eligible to receive holiday pay for the above-mentioned holidays which fall during such period providing they first successfully complete their probationary period and further providing they would have otherwise qualified in accordance with the following provisions.

20.02 Holiday pay will be computed on the basis of the number of hours the employee would otherwise work had there been no holiday, at his regular rate of pay.

20.03 In order to qualify for holiday pay, the employee must work the full scheduled shift immediately preceding and immediately following the holiday. If, however, an employee's absence during the full scheduled shift immediately preceding or immediately following the holiday is due to illness, the employee will be entitled to holiday pay. It is further understood that the Hospital may require a medical certificate confirming such illness. Payment made under this section will be considered **statutory** holiday pay and such day shall not be considered absence due to illness for the purpose of Article 24.

20.04 An employee scheduled to work on a paid holiday and who does not report for work shall forfeit his holiday pay except in cases of absence for reasons satisfactory to the Hospital.

20.05 Any employee required to work on any of the paid holidays referred to Section 20.01 shall be paid at time and one-half their regular straight time rate of pay for all hours worked on such holiday in addition to any holiday pay to which he may be entitled if mutually agreed or, failing agreement, at the option of the Hospital, an equivalent amount of time off in lieu thereof.

20.06 In the event that the holiday falls within the employee's vacation period or scheduled days off, he will be granted an extra day's holiday with pay if mutually agreed or, failing agreement, at the option of the Hospital, pay therefore on the same basis as herein provided. An employee required to work on a holiday under these circumstances shall be paid for such work in accordance with section 20.05 above,

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

20.08 Where an employee is required to work authorized overtime in excess of his regularly scheduled hours on a paid holiday (but not including hours on a subsequent regularly scheduled shift) such employee shall receive **two** and one-half times (2 **1/2** **his** regular straight time hourly rate for such additional authorized overtime.

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ARTICLE 21 - VACATIONS

21.01 Entitlement and Calculation of Payment

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

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

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An employee who has completed eight (8) years but less than seventeen (17) years of continuous service as of the employee's anniversary date of hire shall be entitled to four (4) weeks' annual vacation with pay.

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An employee who has completed seventeen (17) or more years of continuous service as of the employee's anniversary date of hire shall be entitled to five (5) weeks' annual vacation with pay.

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Effective in the vacation year where the date for determining vacation entitlement in the individual Hospital falls on or after January 1, 1989, the service requirement for five (5) weeks vacation shall be fifteen (15) or more years of full-time continuous service.

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Effective in the vacation year where the date for determining vacation entitlement in the individual Hospital falls on or after January 1, 1989, the service requirement for six (6) weeks vacation shall be twenty-five (25) or more years of full-time continuous services.

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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 on 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 Vacation period shall be arranged with the employee's department head, consideration being given to the needs of the department in question and the employee's wishes on a seniority basis.

21.04 An employee will not be permitted to take any vacation until he has completed six (6) continuous months of active employment with the Hospital.

21.05 It is understood that an employee cannot claim for sick leave benefits while on vacation.

21.06 Vacations are not cumulative from year to year and must be taken in the year in which they fall. The vacation year shall be April 1 to March 31.

21.07 Employees shall be permitted to take up to one week's vacation in blocks of less than one week.

21.08 Employees should submit vacation requests and the Hospital should respond to such requests in accordance with respective department policy. In the event two (2) or more employees have requested the same period, seniority will be used as a determining factor, provided such requests are timely, as defined above.

21.09 A leave of absence taken in conjunction with an annual vacation leave shall be deemed to commence upon the conclusion of the vacation period.

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 percent (100%) of the billed premium towards coverage of eligible employees in the active employ of the Hospital under the Ontario Health Insurance Plan. *70-A*

(b) 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. *70-I*

- (c) The Hospital agrees to contribute seventy-five per cent (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 individual).

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Existing provision 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.

- (d) The Hospital agrees to contribute ninety percent (90%) of the billed premium towards coverage of eligible employees in the active employ of the Hospital under H00GLIP or such other group life insurance plan currently in effect, providing the balance of the monthly premium is paid by the employee through payroll deduction.

Effective April 1, 1989, the Hospital's contribution to the group life insurance plan will be 100%.

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- (e) The Hospital agrees to contribute fifty percent (50%) of the billed premiums towards coverage of eligible employees in the active employ of the Hospital under the Blue Cross #9 Dental Plan or comparable coverage with another carrier (based on the current ODA fee schedule as it may be updated from time to time) providing the balance of the monthly premium is paid by the employee through payroll deduction.

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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.

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22.03 Pension

All employees covered by this Agreement must enrol in the Hospitals of Ontario Pension Plan as soon as they are eligible thereunder in accordance with the provisions and requirements of the plan.

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22.04 Notwithstanding the foregoing, employees who regularly work less than fifty-six (56) hours in a pay period will receive

only a prorata contribution from the Hospital with respect to health and welfare coverage under this Article. That is, the Hospital will contribute that proportion of the percentage contributions made by the Hospital during the term of the Agreement that the regular hours worked by such employees during a pay period bears to seventy-five (75) hours.

22.05 Participation shall be voluntary with respect to present employees. Participation by employees hired after the implementation of the plan shall be voluntary unless conditions imposed by the carrier require participation. Enrolment of future employees, in any event, shall be on successful completion of the probationary period or after the waiting period required by the plan whichever is the longer.

22.06 Participation after the effective date of the plan for other employees hired after its implementation shall be restricted to subsequent anniversary dates of the implementation of the plan and without any waiting period.

ARTICLE 23 - INJURY AND DISABILITY

23.01 Workers' Compensation Injury

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

ARTICLE 24 - SICK LEAVE

24.01 Sick Leave and Long Term Disability

.01 The Hospital will assume total responsibility for providing and funding a short-term sick leave plan at least equivalent to that described in the 1984 Hospitals of Ontario Disability Plan (HOODIP) brochure.

.02 The Hospital will pay ~~seventy-five~~ ^{70%} percent (75%) of the billed premium towards coverage of eligible employees under the long-term disability portion of the plan (HOODIP or an equivalent plan), the employee paying the balance of the billed premium through payroll deduction. For the purpose of transfer to the short-term portion of the disability program, employees on the payroll as of the effective date of the transfer with three (3) months or more of service shall be deemed to have three (3)

*months of service. For the purpose of transfer to the long-term portion of the disability program, employees will be credited with their actual service.

.03 Effective January 1, 1983 the existing accumulating sick leave plan was terminated and any provisions relating to such plan were null and void except as to those provisions relating to payout of unused sick leave benefits which are specifically dealt with hereinafter.

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

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

.04 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.

.05 The Hospital further agrees to pay employees an amount equal to any loss of benefits under HOODIP for the first two (2) days of the fourth and subsequent period of absence in any calendar year.

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

.07 Unemployment Insurance Rebate

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

24.02 Workers' Compensation Benefits and Sick Leave

An employee who is absent from work as a result of an illness or injury sustained at work and who has been awaiting approval of a claim for Workers' Compensation for a period longer than one (1) complete pay period may apply to the Hospital for payment equivalent to the lesser of the benefit she would receive from Workers' Compensation if her claim was approved, or the benefit to which she would be entitled under the short term sick portion of the disability income plan (HOODIP or equivalent plan), Payment will be provided only if the employee provides evidence of disability satisfactory to the Hospital and a written undertaking satisfactory to the Hospital that any payments will be refunded to the Hospital following

final determination of the claim by The Workers' Compensation Board. If the claim for workers' compensation is not approved, the monies paid as an advance will be applied towards the benefits to which the employee would be entitled under the short term portion of the disability income plan. Any payment under this provision will continue for a maximum of fifteen (15) weeks.

ARTICLE 25 - COMPENSATION

25.01 Experience Pay

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

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

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- (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

- (a) The Hospital agrees to pay and the Union agrees to accept for the term of this Agreement the rates of wages set out in Schedule "A" attached hereto.
- (b) Subject to the provisions of paragraph (c), below, the wage rates in effect for the duration of this Collective Agreement shall be as set forth in Schedule "A" attached to and forming part of this Collective Agreement.

- (c) Furniture Movers will receive eighteen cents (18 cents) above the Cleaner rate.
- (d) The Hospital may, from time to time, appoint Lead Hands. The premium shall be 35 cents per hour above the rate of employee(s) supervised. Such opportunities will be posted as a courtesy only, and the provisions of the Job Posting article shall not apply.

ARTICLE 26 - RELATIONSHIP

26.01 The Hospital and the Union agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practised by either of them or their representatives or members because of an employee's membership or non-membership in the Union or because of his activity or lack of activity in the Union.

26.02 The Union further agrees that there will be no solicitation for membership, collection of dues or other Union activities on the premises of the Hospital, save as specifically permitted by this Agreement or in writing by the Hospital.

ARTICLE 27 - BULLETIN BOARDS

27.01 The Hospital will provide bulletin board space in areas designated by the Hospital for the purpose of posting notices regarding meetings and other matters restricted to Union activity. All **such** notices must be signed by an Officer of the Local Union and submitted to the President or his appointee for approval prior to being posted.

ARTICLE 28 - POLICY CHANGES

28.01 Prior to effecting any changes in rules or policies which affect employees covered by this Agreement, the Hospital will discuss the changes with the Union and provide copies to the Union.

ARTICLE 29 - PRINTING OF THE COLLECTIVE AGREEMENT

29.01 It is **mutually** agreed that the Hospital and the Union will share equally in the cost of printing the current Collective Agreement. It is understood that the Hospital's approval of the printing arrangements and cost will be obtained prior to the Agreement being printed.

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ARTICLE 30 - PERSONAL FILES

30.01 Each employee shall have access to their file for the purpose of reviewing any evaluations or formal disciplinary notations contained therein in the presence of their supervisor and Union steward if they so request. Such request shall be to the Personnel Department with one day's notice.

37.02 Any letter of reprimand, suspension or other sanction will be removed from the record of an employee twenty-four (24) months following the receipt of such letter, suspension or other sanction provided that the employee's record has been discipline free for such twenty-four (24) month period. 9
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ARTICLE 31 - DURATION

31.01 Renewal

- (a) In the event the parties to this Agreement agree to negotiate for its renewal through the process of central bargaining, it is agreed that one representative from the bargaining unit shall be entitled to leave of absence to attend either the central negotiations (including caucuses) or only the Central Union caucuses (including reasonable travel time).
- (b) It is understood and agreed that leave of absence for attendance at such caucuses shall not be for more than one day exclusive of reasonable travel time for each scheduled negotiation session between the central negotiating committees.
- (c) It is understood and agreed the "Local Matters" means those matters which have been determined by mutual agreement between the Central Negotiating Committees respectively representing each of the parties to this Agreement as being subjects for local bargaining directly between the parties to this Agreement. It is also agreed that local bargaining shall be subject to such procedures as may be determined by mutual agreement between the Central Negotiating Committees referred to above.

31.02 Term

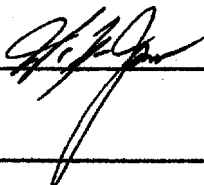
- (a) This Agreement shall ~~continue in effect until October 10, 1989,~~ and shall continue automatically thereafter for annual periods of one (1) year each unless either party notifies the other in writing not less than thirty (30) days and not more than ninety (90) days prior to the expiration date that it desires to amend or terminate the Agreement.


- (b) Negotiations shall begin within fifteen (15) days following notification for amendments as provided in the preceding paragraph.
- (c) 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 of amendments on local matters proposed for incorporation in 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.

Dated at Toronto, Ontario this 7th day of July 1989.

TORONTO EAST GENERAL AND
ORTHOPAEDIC HOSPITAL INC.

SERVICE PL EES INTER-
NATIONAL UNION, LOCAL 204





Betty Craft
Julian Inagur

BP/SG


LETTER OF INTENT

Re: Liability Insurance

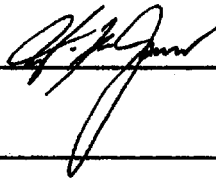
Upon request of the Local Union, and with reasonable notice, the Hospital will provide a Union representative the opportunity to read the provisions of the insurance policy or policies as to employee liability insurance coverage for the classifications of employees represented by the Union.

FOR THE UNION

FOR THE EMPLOYER



Betty Craft
Julian Magner



,LETTERS OF UNDERSTANDING

1. Employees may be granted leaves of absence for less than five (5) days without being required to have exhausted their full vacation entitlement.
2. The Hospital will endeavour to schedule employees one week-end off in two, where feasible.
3. The Hospital will endeavour to schedule employees two days off when they work seven consecutive days, where feasible.

FOR THE UNION

FOR THE HOSPITAL

Phil

Betty Craft

Julian Mazur

[Signature]

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 th date of effecting the change to October 11, 1987.

Signed at Toronto this 7th day of July 1989.

FOR THE UNION

FOR THE HOSPITAL

[Signature]
Betty Craft
Julian Mazur

[Signature]

MEMORANDUM OF UNDERSTANDING

Re: Benchmark Sub-Committee

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

This letter will confirm that a Benchmark Sub-Committee of the Central Bargaining Committees will be established in accordance with the provisions of the interest arbitration award dated January 10, 1989 issued by the Board chaired by Professor McLaren.

The Arbitration Board chaired by Professor McLaren will remain seized for the period of the collective agreement to make the necessary determinations in the event that the parties are unable to agree upon how to implement the Board's award in this matter.

Signed at Toronto this *17th* day of *July* 19*89*.

FOR THE UNION

FOR THE HOSPITAL

Philp

Betty Craft

Julian Magar

A. J. [unclear]

SCHEDULE "A"

TORONTO EAST GENERAL & ORTHOPAEDIC HOSPITAL INC.

SALARY RANGES FOR

5/1

THE SEIU SERVICE EMPLOYEES (FULL-TIME & PART-TIME)

Effective Date	Weekly Hours	After 6 Mths Part-time Start (862.5 Hours)	After 1 Yr Part-time (1725 Hours)	After 2 Yr Part-time (3450 Hours)
Senior Electrician				
Oct. 11/87	37.5	17.340	17.592	
Oct. 11/88		17.940	18.192	
Senior Mechanic/Millwright Senior Plumber				
Oct. 11/87	37.5	16.344	16.636	
Oct. 11/88		16.944	17.236	
Plasterer Structural Repair Person				
Oct. 11/87		14.589	14.986	
Oct. 11/88	37.5	15.189	15.586	
Electrician I (Licensed)				
Oct. 11/87		14.101	14.355	
Oct. 11/88	37.5	14.701	14.955	
Mechanic I				
Oct. 11/87		13.723	13.977	
Oct. 11/88	37.5	14.323	14.577	
Painter				
Oct. 11/87		13.152	13.405	
Oct. 11/88	37.5	13.752	14.005	
Maintenance Utility Person				
Oct. 11/87		12.462	12.646	
Oct. 11/88	37.5	13.062	13.246	
Urology Attendant - Lead Hand				
Oct. 11/87		12.324		
Oct. 11/88	37.5	12.924		
Registered Nursing Assistant				
Oct. 11/87		11.847	11.963	12.091
Oct. 11/88	37.5	12.447	12.563	12.691
Environmental Services - Lead Hand				
Oct. 11/87		12.029		
Oct. 11/88	37.5	12.629		

Cook I			
Oct. 11/87		11.791	12.055
Oct. 11/88	37.5	12.391	12.655
Urology Attendant			
Oct. 11/87		11.734	11.974
Oct. 11/88	37.5	12.334	12.574
Pharmacy/S.P.D. - Lead Hand			
Oct. 11/87		11.927	
Oct. 11/88	37.5	12.527	
Nursing Attendant I			
Oct. 11/87		11.653	11.773
Oct. 11/88	37.5	12.253	11.894
			12.494
Printing Assistant			
Cook II			
Oct. 11/87		11.476	11.734
Oct. 11/88	37.5	12.076	12.334
Cook III			
Oct. 11/87		11.334	11.592
Oct. 11/88	37.5	11.934	12.192
Attendant - Respiratory			
Attendant - Pharmacy			
Attendant - Diagnostic Imaging			
Attendant - Admitting			
Supply Processing Distribution			
Attendant - S.P.D.			
Rehab Assistant			
Porter - Nursing Pool, Lab.			
Oct. 11/87		11.318	11.577
Oct. 11/88	37.5	11.918	12.177
Refuse Collector			
Oct. 11/87		11.280	11.538
Oct. 11/88	37.5	11.880	12.138
Nursing Attendant II			
Oct. 11/87		11.239	11.381
Oct. 11/88	37.5	11.839	11.981
			11.499
			12.099
Storeperson			
Food Service Porter			
Ingredient control Person			
Cleaner Environmental Services Cleaner I			
Oct. 11/87		11.239	11.499
Oct. 11/88	37.5	11.839	12.099
Non-Registered Nursing Assistant			
Oct. 11/87		11.076	11.233
Oct. 11/88	37.5	11.676	11.833
			11.388
			11.988

Special Diet Cook			
Oct. 11/87		10.935	11.185
Oct. 11/88	37.5	11.535	11.785
O.R. Ward Aide			
S.P.D. Aide			
Oct. 11/87		10.758	11.010
Oct. 11/88	37.5	11.358	11.610
Sewing Person			
Oct. 11/87		10.684	10.934
Oct. 11/88	37.5	11.284	11.534
Emergency Ward Aide			
Urology Ward Aide			
Oct. 11/87		10.651	10.902
Oct. 11/88	37.5	11.251	11.502
ward Aide			
Laboratory Cleaner			
Food Service Aide			
Cleaner II			
Respiratory Therapy Aide			
Equipment Aide			
Oct. 11/87		10.542	10.794
Oct. 11/88	37.5	11.142	11.394

Note: New employees would be hired as Nursing Attendant II. After 6 months of service (or in the case of part-time employees eight hundred and sixty-two point five (862.5) hours worked. Nursing Attendant II will be eligible to write the Nursing Attendant I examination; if the employee passes the examination he/she will progress to the start rate of the Nursing Attendant I classification. If the employee fails the examination he/she would remain in the Nursing Attendant II classification until they have retried and passed the Nursing Attendant I examination.

Sunnybrook Hospital and 49 other hospitals, various centres and Service Employers International Union, various locals (AFL-CIO/CLC) (12 255 full- and part-time employees); Several 24-month renewal agreements effective from October 11, 1987, to October 10, 1989, settled in January at the arbitration stage. Duration of negotiations- 19 months.

Wages:	Effective	Oct. 11/87	Oct. 11/88
	General Increases	55¢	60¢
	Hourly Rater		
	Housekeeping Aid (Sunnybrook Hospital)	\$10.622-\$10.794 (\$10.072-\$10.244)	\$11.222-\$11.394
	R.N.A. (All Hospitals)	\$11.847-\$12.092 (\$11.297-\$11.542)	\$12.447-\$12.692
	Electrician (Sunnybrook Hospital)	\$14.021-\$14.356 (\$13.471-\$13.806)	\$14.621-\$14.956

✓ Hours of Work: Full-time employees - 37½ hours per week averaged over a bi-weekly period of 75 hours (unchanged).

✓ Paid Holidays: Full-time employees - effective 1989, 12 (11) days; part-time employees - effective 1989, 12 (11) days on which premium pay would apply if worked. Pay for the holiday itself is already included in aggregate allowance part-time employees receive in lieu of benefits. 8.8

Paid Vacation: Full-time employees - Effective 1989, 5 weeks after 15 (17) years and 6 after 25 (new). Also, 2 after 1, 3 after 3, and 4 after 8 (unchanged).

✓ Health and Welfare: Life Insurance - Effective April 1, 1989, employers pay 100 (90) per cent of premium.

✓ Pension Plan: ✓ Inclusion - In accordance with recently enacted provincial statute, part-time employees are to have access to the pension plan on the same basis as full-time employees (new). 8.8

✓ Pension Indexation - The Board of Arbitration acknowledged a recent statement of intent by the administrators of the Hospital of Ontario Pension Plan to increase annual benefit adjustments to 75 (53) per cent of the rate of inflation to a maximum of 10 per cent. ✓

✓ Maternity Leave: ✓ Full- and Part-time Employers - Employer maintains its regular share of benefit premiums during 17-week leave (new). Seniority applicable to entitlements accumulates during 17-week leave. (Previously, only seniority related to competition accumulated.) 8.8

✓ Adoption Leave: Employer maintains its regular share of benefit premiums for a 17-week period. Seniority applicable to entitlement accumulates during 17-week period (new).

WAGE CARD FOR AGREEMENT NO. 0576003

JURISDICTION

FED	AGREEM. EFFEC. DATE: 871011	SETTLEMENT DATE: 890110
PROV x	AGREEM. EXP. DATE: 891010	WAGE EFFECTIVE DATE: 871011
PSSRA	NO. OF EMPLOYEES: 505	WAGE REOPENER DATE:
		STAGE OF SETTLEMENT: ARB
		DUR. OF NEGOTIATION: 19

SIC: 821

COMPANY: Toronto East General & Orthopaedic Hospital Inc.

UNION: Service Employees International Union

LOCATION: Tar-anto, Ont.

COLA: NONE X DELETED EXISTS INACTIVE

COMMENTS:

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>
>

Amendment

OCCUP.: Housekeeping Aid

HOURS WORKED: 37.50

PREV. NEG. BASE RATE: 9.992 + COLA FOLD-IN AMT: (0.000) = 9.992

DATE	RATE	%	DATE	RATE	%	DATE	RATE	%
871011	10.542	5.50	881011	11.142	5.69		0.000	0.00

WAGE INCREASES:

> 871011 55c ATB, 881011 60c ATB

>
LUMP SUM PAMNTS: >
CHNGS. IN INCR.: >
SPEC. ADJ.: >

OTHER:

>
>

*** PREVIOUS COLA INFORMATION ***

CARRY-OVER FLOAT = 0.000 FOLD-INS OF CARRY-OVER FLOAT: (Y or N)

DATE	AMOUNT	DATE	AMOUNT	DATE	AMOUNT	DATE	AMOUNT	DATE	AMOUNT
------	--------	------	--------	------	--------	------	--------	------	--------

*** CURRENT COLA INFORMATION ***

CPI TYPE: > < # OF CALC.: COMP. FQ.:

COLA TYPE: >

>

TRIGGER: >

CAP: >

COMP. FER.: >

>

FOLD-IN DTS: >

OTHER:

WAGE CARD FOR AGREEMENT NO. 0576003

JURISDICTION

FED	AGREEM. EFFEC. DATE: 871011	SETTLEMENT DATE: 89011
PROV x	AGREEM. EXP. DATE: 891010	WAGE EFFECTIVE DATE: 87101
PSSRA	NO. OF EMPLOYEES: 505	WAGE RECPENER DATE:
		STAGE OF SETTLEMENT: ARB
		DUR. OF NEGOTIATION: 19

SIC: 821

COMPANY: Toronto East General & Orthopaedic Hospital Inc.

UNION: Service Employees International Union

LOCATION: Toronto, Ont.

COLA: NONE X DELETED EXISTS INACTIVE

COMMENTS:

>
>
>

OCCUP.: Housekeeping Aid

HOURS WORKED: 37.50

PREV. NEG. BASE RATE: 10.072 + COLA FOLD-IN AMT: (0.000) = 10.072

DATE	RATE	%	DATE	RATE	%	DATE	RATE	%
871011	10.622	5.46	881011	11.222	5.65		0.000	0.00

WAGE INCREASES:

> 871011 55c ATB, 881011 60c ATB

>

LUMP SUM PAMNTS: >

CHNGS. IN INCR.: >

SPEC. ADJ.: >

OTHER:

>
>

*** PREVIOUS COLA INFORMATION ***

CARRY-OVER FLOAT = 0.000 FOLD-INS OF CARRY-OVER FLOAT: (Y or N)

DATE AMOUNT | DATE AMOUNT | DATE AMOUNT | DATE AMOUNT

*** CURRENT COLA INFORMATION ***

CPI TYPE: >

COLA TYPE: >

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TRIGGER: >

CAP: >

COMP. PER.: >

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FOLD-IN DTS: >

OTHER:

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