

281 Employees
5760-

Unit No. 66

COLLECTIVE AGREEMENT

BETWEEN

TORONTO EAST GENERAL AND
ORTHOPAEDIC HOSPITAL INC.

- AND -

SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 204

A.F. OF L., C.I.O., C.L.C.,
(SERVICE FULL TIME)

EFFECTIVE: OCTOBER 11, 1995

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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:

- (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 or by the Hospital on its own up to 12 months where the leave of the person being replaced extends that far. 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.

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.

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 eight (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 **RPNS**
 - 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 Materials **Management**

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.

It is understood and agreed that the maximum number of Union Central Negotiating Committee members entitled to payment under this provision shall be seven (7) 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 six (6) 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.

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.

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 Right to Union Steward

At the time formal discipline is imposed or at any stage of the grievance procedure, an employee shall have the right to the presence of his 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

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

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.

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.

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 twenty-four (24) months;
- (f) employee fails, upon being notified of a recall, to signify his intention to return within five (5) working days after he has received the notice of recall, and fails to report to work within ten (10) working days after he has received the notice of recall;
- (g) employee is absent due to illness or disability which absence continues for thirty (30) calendar months from the time the disability or illness commenced.

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

9.05 Effect of Absence

- (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.S.I.B.** benefits. Notwithstanding this provision, service shall accrue for a period of fifteen (15) weeks if an employee's absence is due to a disability resulting in **W.S.I.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 for a period of eighteen (18) months if an employee's absence is due to disability resulting in **W.S.I.B.** benefits or **LTD** benefits, or for a period of one (1) year if an employee's unpaid absence is due to an illness.

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.P.N.**
2. Nursing - Other
3. Food Service
4. Environmental Services
5. Maintenance
6. Materials Management

ARTICLE 10 - JOB SECURITY

10.01(a) With respect to the development of any operating or restructuring plan which may affect the bargaining unit, the Union shall **be** involved in the planning process as soon as practicable and, in any event, in advance of such plans or proposals being **finalized** and notices of layoff being issued or other actions taken that would adversely affect the bargaining unit and through to the final phases of the process.

(b) Staff Planning Committee

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

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

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

(iii) identifying vacant positions within the Hospital for which surplus members of the bargaining unit might qualify, or such positions which are currently filled but which are expected to become vacant within a twelve (12) month period.

Composition and Meetings

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

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

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

Disclosure

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

Accountability

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

10.02 Notice of Layoff

- (a) In the event of a proposed layoff at the Hospital of permanent or long-term nature or the elimination of a position within the bargaining unit, the Hospital shall:
 - (i) provide the Union with no less than five (5) months' written notice of the proposed layoff or elimination of position; and

(ii) provide the affected employee(s), if any, no less than five (5) months' written notice of layoff or pay in lieu thereof.

Note: Where a proposed layoff results in the subsequent displacement of any member(s) of the bargaining unit, the original notice to the Union provided in (i) above shall be considered notice to the Union of any subsequent layoff.

(b) A layoff shall not include a reassignment of an employee from her or his classification or area of assignment who would otherwise be entitled to notice of layoff provided:

- (i) the reassignment of the employee is to an appropriate permanent job with the employer having regard to the employee's skills, abilities, qualification and training or training requirements;
- (ii) the reassignment of the employee does not result in a reduction of the employee's wage rate or hours of work;
- (iii) the job to which the employee is assigned is located at the employees original work site or at a nearby site in terms of relative accessibility for the employee;
- (iv) the job to which the employee is reassigned is on the same or substantially similar shift or shift rotations; and
- (v) where more than one employee is to be assigned in accordance with this provision, the reassigned employees shall be entitled to select from the available appropriate vacancies to which they are being reassigned in order of seniority provided no such selection cause or would cause layoff or bumping.

The Hospital bears the onus of demonstrating that the foregoing conditions have been met in the event of a dispute. The Hospital shall also reasonably accommodate any reassigned employee who **may** experience a personal hardship arising from being reassigned in accordance with this provision.

- (c) Any vacancy to which an employee is reassigned pursuant to paragraph (b) need not be posted.

10.03 Severance and Retirement Options

- (a) (i) Where an employee resigns within 30 days after receiving notice of layoff pursuant to Article 10.02(a) (ii) that his or her position will be eliminated, he or she shall be entitled to a separation allowance of two (2) weeks' salary for each year of continuous service to a maximum of twelve (12) weeks' pay, and, on production of receipts from an approved educational program, within twelve (12) months of resignation, may be reimbursed for tuition fees up to a maximum of three thousand (\$3000.) dollars.

- (ii) Where an employee resigns later than 30 days after receiving notice of layoff pursuant to Article 10.02(a) (ii) that his or her position will be eliminated, he or she shall be entitled to a separation allowance of four (4) weeks' salary, and, on production of receipts from an approved educational program, within twelve (12) months of resignation, may be reimbursed for tuition fees up to a maximum of one thousand two hundred and fifty (\$1,250.) dollars.

- (b) Prior to issuing notice of layoff pursuant to Article 10.02(a) (ii) in any classification(s), the Hospital will offer early-retirement allowance to a sufficient number of employees eligible for early retirement under HOOPP within the classification(s) in order of seniority, to the extent that the maximum number of employees within a classification who elect early retirement is equivalent to the number of employees within the classification(s) would otherwise receive notice of layoff under Article 10.02 (a) (ii).

Within thirty **30**) days from the date of notice of layoff, an employee who has received notice of lay-off of a permanent or long-term nature may retire provided that the employee is eligible to retire under the terms of the Hospitals of Ontario Pension Plan. An employee who chooses this option forfeits her right to notice and will receive severance pay on the basis of two **(2)** weeks pay for each year of service with the Hospital to a maximum of twenty-six **(26)** weeks on the basis of the employees normal weekly earnings. In addition, full-time employees will receive a lump sum payment equal to **\$1,000.00** for every year less than age **65**, to a maximum of **\$5,000.00**

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

- (c) A full-time employee who has completed one year of service and
- (i) whose lay-off is permanent, or

(ii) who is laid off for **26** weeks in any **52** week period, and who has not elected to receive a severance payment under either (a) or (b) of this Article, shall be entitled to severance pay equal to the greater of two weeks pay, or one weeks pay per year of service to a maximum of **26** weeks pay. This entitlement shall not be in addition to any entitlement to severance pay under the Employment Standards Act, but at the same time, shall not preclude an employee from claiming **any** greater entitlement which that Act may at some point come to provide.

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

10.04 Regional Staff Planning Committees

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

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

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

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

10.05 Lay-off and Recall

- (a) In the event of lay-off, the Hospital shall lay off employees in the reverse order of their seniority within their classification, providing that there remain on the job employees who then have the ability to perform the work.
- (b) An employee who is subject to lay-off shall have the right to either:
 - (i) accept the lay-off; or
 - (ii) displace an employee who has lesser bargaining-unit seniority and who is the least senior employee in a lower or identical paying classification in the bargaining unit if the employee originally subject to lay-off can perform the duties of the lower or identical classification without training other than orientation. Such employee so displaced shall be laid off.

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

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

(iii) The decision of the employee to choose (a) or (b) above shall be given in writing to the designated hospital representative within ten (10) working days (excluding Saturday, Sunday and Holidays) following the notification of lay-off. Employees failing to do will be deemed to have accepted lay-off.

- (c) An employee shall have opportunity of recall from a lay-off to an available opening, in order of **seniority, provided** he has the ability to perform the work before such opening is filled on a regular basis under a job posting procedure. The posting procedure in the collective agreement shall not apply until the recall process has been completed.
- (d) In determining the ability of an employee to perform the work for the purposes of the paragraphs above, the Hospital shall not act in an arbitrary or unfair manner.
- (e) **An** employee recalled to work in a different classification from which he was laid off shall have the privilege of returning to the position he held prior to the lay-off should it become vacant within six (6) months of being recalled.

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

10.06 Benefits on Lay-off

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

ARTICLE 11 - JOB POSTING

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

11.02 The postings referred to in Article .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.

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.

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.

12.02 Notwithstanding the foregoing, the hospital may contract out work usually performed by members of the bargaining unit without such contracting-out constituting a breach of this provision if the hospital provides in its commercial arrangement contracting out the work that the contractor to whom the work is being contracted, and any subsequent such contractor, agrees:

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

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

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

ARTICLE 13 - WORK OF THE BARGAINING UNIT

13.01 Work of the Bargaining Unit

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

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

13.02 Employment Agencies

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

13.03 Volunteers

- (a) The use of volunteers to perform bargaining unit work shall not be expanded beyond the 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.P.N.'s

At the time of considering whether or not to alter the ratio of **R.N.s** to **R.P.N.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.

13.05 The Hospital will endeavour to fully **utilize** all of the skills set out as the minimum level requirements for **R.P.N.s** by the College of Nurses of Ontario Standards of Nursing Practice.

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

14.05 Employees who are pregnant shall not be required to operate **VDTs**. At their request, the employer shall temporarily relocate such employees to other appropriate work without loss of employment benefits, but at the wage rate of the job in which the employee is relocated. The determination of the appropriate alternative work shall be at the discretion of the Employer and

such discretion shall not be exercised in an arbitrary or discriminatory manner. If such work is not available, or if the employee does not wish to accept the alternative work, the employee may be placed on unpaid leave of absence.

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

ARTICLE 15 - LEAVES OF ABSENCE

15.01 Bereavement Leave

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

15.02 Education Leave

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

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

15.03 Jury and Witness Duty

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

- (a) notifies the Hospital immediately on the employee's notification that he will be required to attend at court;
- (b) presents proof of service requiring the **employee's** attendance;
- (c) deposits with the hospital the full amount of compensation received excluding mileage, travelling and meal allowances and an official receipt thereof.

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

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

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

15.04 Pregnancy Leave

- (a) Pregnancy leave will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision. The service requirement for eligibility for pregnancy leave shall be thirteen (13) weeks of continuous service.
- (b) The employee shall give written notification at least two (2) weeks in advance of the date of commencement of such leave and the expected date of return. At such time she shall also furnish the Hospital with the certificate of a legally qualified medical practitioner stating the expected birth date.
- (c) The employee shall reconfirm her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Hospital at least two (2) weeks in advance thereof.
- (d) An employee who is on pregnancy leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance pregnancy benefits pursuant to Section 22 of the Employment Insurance Act, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between ninety-three percent (93%) of her regular weekly earnings and the sum of her weekly Employment Insurance benefits and any other earnings. Such payment shall commence following completion of the two-week Employment Insurance waiting period, and receipt by the Hospital of the employee's Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance pregnancy benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks. The **employee's** regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day

worked prior to the commencement of the leave times her normal weekly hours plus any wage increase or salary increment that she would be entitled to if she were not on pregnancy leave.

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

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

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

15.05 Parental Leave

- (a) Parental leaves will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision. The service requirement for eligibility for parental leave shall be thirteen (13) weeks of continuous service.

- (b) An employee, who qualifies for parental leave, other than an adoptive parent, shall give written notification at least two (2) weeks in advance of the date of commencement of such leave and the expected date of return.
- (c) An employee who is an adoptive parent shall advise the Hospital as far in advance as possible of having qualified to adopt a child, and shall request the leave of absence, in writing, upon receipt of confirmation pending adoption. If, because of late receipt of confirmation of the pending adoption, the employee finds it impossible to request the leave of absence in writing, the request may be made verbally and subsequently verified in writing.

An employee who is an adoptive parent may extend the parental leave for such greater time as may be required by the adoption agency concerned up to a maximum aggregate of six (6) months. Written notice by the employee for such extension will be given at least two (2) weeks prior to the termination of the initially approved leave.

- (d) An employee shall reconfirm his or her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Hospital at least two (2) weeks in advance thereof.
- (e) An employee who is on parental leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance parental benefits pursuant to Section 23 of the Employment Insurance Act, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between ninety-three percent (93%) of her regular weekly earnings and the sum of her weekly Employment Insurance benefits and any other earnings. Such payment shall commence following completion of the two-week Employment Insurance waiting period, and receipt by the Hospital of the employee's Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance parental benefits, and

shall continue while the employee is in receipt of such benefits for a maximum period of ten (10) weeks. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours plus any wage increase or salary increment that she would be entitled to if she were not on parental leave.

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

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

- (f) Credits for service and seniority shall accumulate for a period of up to eighteen (18) weeks while an employee is on parental leave.
- (g) The Hospital will continue to pay its share of the premiums of the **subsidized** employee benefits, including pension, in which the employee is participating for a period of up to eighteen (18) weeks while the employee is on parental leave.
- (h) Subject to any changes to the employee's status which would have occurred had he or she not been on parental leave, the employee shall be reinstated to his or her former duties, on the same shift in the same department, and at the same rate of pay.

15.06 Full-time Union Officers

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 no 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 (in the case of the Union President, two (2) calendar years) from The date of appointment, unless extended for a further specific period by agreement of the parties. Seniority and service shall accumulate during such leave to the maximum provided, if any, under the provisions of the Collective Agreement. It will become the responsibility of the employee for full payment of any applicable benefits in which the employee is participating during such leave of absence.

15.07 Union Leave

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

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

ARTICLE 16 - HOURS OF WORK

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 condition 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 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

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

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

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

17.05 Call Back

- (a) Where employees are called back to work after having completed a regular shift and prior to the commencement of their next regular shift, they shall receive a minimum of four (4) hours of work or four (4) hours' 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 (1 ½) after which they shall revert back to the regular shift.

(b) Call back pay shall cover all calls within the minimum four (4) hour period provided for under (a). If a second call takes place after four (4) hours have elapsed from the time of the first call, it shall be subject to a second call back premium, but in no case shall an employee collect two (2) call back premiums within one such four (4) hour period, and to the extent that a call back overlaps and extends into the hours of his regular shift, (a) shall apply.

(c) Notwithstanding the foregoing, an employee who has worked his full shift on a holiday and is called back shall receive the greater of two and one half (2 ½) times his regular straight time hourly rate for all hours actually worked on such call-back or four (4) hours' pay at time and one-half his straight time hourly rate, subject to the other provisions set out above.

17.06 Shift Premium

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

17.07 Responsibility Allowance

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.

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 Workplace Safety and Insurance 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.

17.10 Weekend Premium

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

ARTICLE 18 - ALLOWANCES

18.01 Meal Allowance

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

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

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

18.03 Transportation Allowance

When an employee is required to travel to the Hospital or to return to her home as a result of reporting to or off work between the hours of 2400-0600 hours, (other than reporting to or off work for 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 payment of such taxi fare.

ARTICLE 19 - HEALTH AND SAFETY

19.01 Accident Prevention - Health and Safety Committee

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

- (b) **Recognizing** its responsibilities under the applicable legislation, the Hospital agrees to accept as a member of its Accident Prevention-Health & Safety Committee at least one (1) representative selected or appointed by the Union from amongst bargaining unit employees.
- (c) Such Committee shall identify potential dangers and hazards, institute means of improving health and safety programs and recommend actions to be taken to improve conditions related to safety and health.
- (d) The Hospital agrees to co-operate reasonably in providing necessary information to enable the Committee to 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 (calendar year from the date of appointment which may be renewed for further periods of one (1) year. Time off for such representative(s) to attend meetings of the Accident Prevention-Health & Safety Committee in accordance with the foregoing shall be granted and time so spent attending such meetings shall be deemed to be work time for which the representative(s) shall be paid by the Hospital at his regular or premium rate as may be applicable.
- (g) The Union agrees to endeavour to obtain the full co-operation of its membership in the observation of all safety rules and practices.
- (h) Pregnant employees may request to be transferred from their current duties if, in the professional opinion of the employee's physician, the pregnancy may be at risk. If such a transfer is not feasible, the pregnant employee, if she so requests, will be granted an unpaid leave of absence before commencement of the maternity leave referred to in Article 15.04.

- (i) Where the Hospital identifies high risk areas where employees are exposed to Hepatitis B, the Hospital will provide, at no cost to the employees, a Hepatitis B vaccine.

19.02 Protective Clothing

The Hospital agrees to continue its present practices with respect to the provision of protective clothing and safety devices to employees, subject to the provision set out below with respect to safety footwear. The Hospital further agrees to meet directly with 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 of each year, the Hospital will provide \$35.00 per year to each full-time employee who is required by the Hospital to wear safety footwear during the course of his duties.

ARTICLE 20 - PAID HOLIDAYS

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

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

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.

20.04 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.

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 two (2) years of continuous service as of the employee's anniversary date of hire shall be entitled to two (2) weeks' annual vacation with pay.

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

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

An employee who has completed fifteen (15) 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.

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

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

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 periods 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** enrolment requirements.

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

- (b) The Hospital agrees to contribute seventy-five 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). Effective the first deduction date the month after the award coverage will include vision care (maximum of \$90.00 every 24 months) as well as a hearing aid allowance (lifetime maximum \$500.00 per individual) and the deductible will be \$15.00 (single) and \$25.00 (family).

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

- (c) The Hospital agrees to contribute one hundred percent (100%) of the billed premium towards coverage of eligible employees in the active employ of the Hospital under **HOOGLIP** or such other group life insurance plan currently in effect, providing the balance of the monthly premium is paid by the employee through payroll deduction.
- (d) The Hospital agrees to contribute fifty percent (50%) of the billed premiums towards coverage of eligible employees in the active employ of the Hospital under the Blue Cross #9 Dental Plan or comparable coverage with another carrier (based on the current ODA fee schedule as it may be updated from time to time) providing the balance of the monthly premium is paid by the employee through payroll deduction. Effective the first deduction date the month following the award, the Hospitals contribution to the Dental Plan will be 75%.
- (e) Benefits on Early Retirement

The Hospital will provide equivalent coverage to all employees who retire early and have not yet reached age 65 and who are in receipt of the Hospital's pension plan benefits on the same basis as is provided to active employees for semi-private, extended health care and dental benefits. The Hospital will contribute the same portion towards the billed premiums of these benefits plans as is currently contributed by the Hospital to the billed premiums of active employees. The early retired employee's share towards the billed premium of the insured benefit plans will be deducted from his or her monthly pension cheque.

22.02 Change of Carrier

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

22.03 Pension

All 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.

22.04 Notwithstanding the foregoing, employees who regularly work less than fifty-six (56) hours in a pay period will receive only a pro-rata 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 Workplace Safety and Insurance Board Injury

In the case of an accident which will be compensated by the workplace Safety and Insurance Board, the Employer will pay the employees' 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

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

24.02 The Hospital will pay seventy-five 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.

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

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

24.05 Absences due to pregnancy related illness shall be considered as sick leave under the sick leave plan. 24.06

24.06 Employment Insurance Rebate

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

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

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

24.09 Pay for Medical Certificates

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

ARTICLE 25 - COMPENSATION

25.01 Experience Pay

An employee hired by the Hospital with recent and related experience, may claim, at the time of hiring on a form supplied by the hospital, consideration for such experience. Any such claim shall be accompanied by verification of previously related experience. The Hospital shall then evaluate such experience

during the probationary period. Where, in the Hospital's opinion, such experience is relevant, the employee shall be slotted in that step of the wage progression consistent with one year's service for every one (1) year 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

- (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 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 fifty-five (55) 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.

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.

30.02 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.

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 (1) 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, 2001, and shall continue automatically thereafter from year to year unless either party gives notice in writing to the other party within ninety (90) days prior to the expiration date that it desires to amend or terminate this 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 15 day of August 2001.

TORONTO EAST GENERAL AND
ORTHOPAEDIC HOSPITAL INC.

SERVICE EMPLOYEES INTER-
NATIONAL UNION, LOCAL 204

Blacock

[Signature]

Julian Mazur

Peggy Lawry

JB/RB

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 weekend off in two, where feasible.
3. The Hospital will endeavour to schedule employees two days off when they work seven consecutive days, where feasible.
4. The Hospital will endeavour to provide adequate snow removal uniforms for the Maintenance Utility classification.

MEMORANDUM OF UNDERSTANDING

Re: Shift Premium

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

This letter is to confirm the parties understanding that:

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

LETTER OF UNDERSTANDING

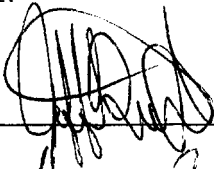
This letter shall be attached to and form part of the collective agreement.

Persuant to the award of the Adams Board dated October 6, 1999 in the event of any dispute between the parties regarding the implementation of Article 10.01 and 10.04, the matter shall be referred to a board of Arbitration chaired by G. Charney, and nominees J. Sack and R. Filion.

Signed at Toronto this 15 day of August 2001.

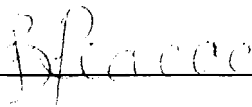
FOR THE PARTICIPATING LOCAL
UNION

FOR THE PARTICIPATING
HOSPITALS



Julian Magun

Peggy Lavery



SCHEDULE A

POSITION	EFFECTIVE DATE	START	AFTER 6 MONS.	1 YEAR	2 YEARS	3 YEARS
			PART-TIME (862.5 HRS)	PART-TIME (1725 HRS)	PART-TIME (3450 HRS)	
Senior Electrician	Oct. 11, 1994	21.787		22.093		
	April. 1, 1996	21.787		22.093		
	April. 1, 1997	22.005		22.314		
	Oct. 11, 1997	22.115		22.425		
	April. 1, 1998	22.336		22.650		
	Oct. 11, 1998	22.559		22.876		
	April. 1, 1999	22.785		23.105		
	Oct. 11, 1999	23.013		23.336		
	Oct. 11, 2000	23.473		23.803		
Senior	Oct. 11, 1994	20.579		20.931		
Mechanic/ Millwright/ Senior Plumber	April. 1, 1996	20.579		20.931		
	April. 1, 1997	20.785		21.140		
Control Specialist	Oct. 11, 1997	20.889		21.246		
	April. 1, 1998	21.098		21.458		
	Oct. 11, 1998	21.309		21.673		
	April. 1, 1999	21.522		21.890		
	Oct. 11, 1999	21.737		22.109		
	Oct. 11, 2000	22.172		22.551		

Electrician (Licensed)	Oct. 11,	19.023	19.331
	1994		
Leadhand, Structural Repair	April 1,	19.023	19.331
	1996		
	April. 1,	19.213	19.524
	1997		
	Oct. 11,	19.309	19.622
	1997		
	April. 1,	19.502	19.818
	1998		
	Oct. 11,	19.697	20.016
	1998		
	April. 1,	19.894	20.216
	1999		
	Oct. 11,	20.093	20.419
	1999		
	Oct. 11,	20.495	20.827
	2000		

Registered Practical Nurse	Oct. 11,	16.286	16.426	16.583
	1994			
	April. 1,	16.286	16.426	16.583
	1996			
	April. 1,	16.449	16.590	16.749
	1997			
	Oct. 11,	16.531	16.673	16.833
	1997			
	April. 1,	16.696	16.840	17.001
	1998			
	Oct. 11,	16.863	17.008	17.171
	1998			
	April. 1,	17.032	17.178	17.343
	1999			
	Oct 11,	17.202	17.350	17.516
	1999			
	Dec 20,	19.106	19.446	19.669
	1999			
	Oct 11,	19.488	19.835	20.062
	2000			

Plasterer	Oct. 11,	18.447	18.928
Structural	1994		
Repair Person	April. 1,	18.447	18.928
	1996		
	April. 1,	18.631	19.117
	1997		
	Oct. 11,	18.725	19.213
	1997		
	April. 1,	18.912	19.405
	1998		
	Oct. 11,	19.101	19.599
	1998		
	April. 1,	19.292	19.795
	1999		
	Oct. 11,	19.485	19.993
	1999		
	Oct. 11,	19.875	20.393
	2000		
Mechanic I	Oct. 11,	17.979	18.287
Fire Equipment	1994		
Mechanic	April 1,	17.979	18.287
	1996		
	April. 1,	18.159	18.470
	1997		
	Oct. 11,	18.250	18.562
	1997		
	April. 1,	18.432	18.748
	1998		
	Oct. 11,	18.616	18.935
	1998		
	April. 1,	18.803	19.125
	1999		
	Oct. 11,	18.991	19.316
	1999		
	Oct. 11,	19.370	19.702
	2000		

Painter	Oct. 11,	17.285	17.592
	1994		
	April. 1,	17.285	17.592
	1996		
	April. 1,	17.458	17.768
	1997		
	Oct. 11,	17.545	17.857
	1997		
	April. 1,	17.721	18.035
	1998		
	Oct. 11,	17.898	18.216
	1998		
	April. 1,	18.077	18.398
	1999		
	Oct. 11,	18.258	18.582
	1999		
	Oct. 11,	18.623	18.953
	2000		

Respiratory	Oct. 11	17.261	17.413	17.576
Therapy Asst.	1994		17.413	17.576
SPD Asst.	April. 1,	17.261		
	1996			
	April. 1,	17.434	17.587	17.752
	1997			
	Oct. 11,	17.521	17.675	17.841
	1997			
	April. 1,	17.696	17.852	18.019
	1998			
	Oct. 11,	17.873	18.030	18.199
	1998			
	April. 1,	18.052	18.211	18.381
	1999			
	Oct. 11,	18.232	18.393	18.565
	1999			
	Oct. 11,	18.597	18.761	18.936
	2000			

cook I	Oct. 11,	15.048	15.368	
Materials	1994			
Mgmt.	April 1,	15.048	15.368	
Leadhand	1996			
	April. 1,	15.198	15.522	
	1997			
	Oct. 11,	15.274	15.599	
	1997			
	April. 1,	15.427	15.755	
	1998			
	Oct. 11,	15.581	15.913	
	1998			
	April 1,	15.737	16.072	
	1999			
	Oct. 11,	15.895	16.233	
	2000			
	Oct. 11,	16.303	16.558	
	2000			
Leadhand	Aug 7,	15.642	16.390	17.139
Mailroom	2000			
Porter	Oct 11,	15.955	16.719	17.482
	2000			
Maintenance	Oct. 11,	15.863	16.086	
Utility	1994			
Person	April. 1,	15.863	16.086	
	1996			
	April. 1,	16.022	16.247	
	1997			
	Oct. 11,	16.102	16.328	
	1997			
	April. 1,	16.263	16.491	
	1998			
	Oct. 11,	16.425	16.656	
	1998			
	April. 1,	16.590	16.823	
	1999			
	Oct. 11,	16.756	16.991	
	1999			
	Oct. 11,	17.091	17.331	
	2000			

Cook I Leadhand	Oct. 11, 1994	15.309	15.622
	April. 1, 1996	15.309	15.622
	April. 1, 1997	15.462	15.778
	Oct. 11, 1997	15.539	15.857
	April. 1, 1998	15.695	16.016
	Oct. 11, 1998	15.852	16.176
	April. 1, 1999	16.010	16.338
	Oct. 11, 1999	16.170	16.501
	Oct. 11, 2000	16.494	16.831

Linen Leadhand	Oct. 11, 1994	15.490	
	April. 1, 1996	15.490	
	April. 1, 1997	15.645	
	Oct. 11, 1997	15.723	
	April. 1, 1998	15.880	
	Oct. 11, 1998	16.039	
	April. 1, 1999	16.200	
	Oct. 11, 1999	16.362	
	Oct. 11, 2000	16.689	

Environmental Services	Oct. 11, 1994	15.337	
Leadhand	April. 1, 1996	15.337	
Food Services	April. 1, 1997	15.490	
Leadhand	Oct. 11, 1997	15.568	
(Kitchen)	April. 1, 1998	15.724	
	Oct. 11, 1998	15.881	
	April. 1, 1999	16.040	
	Oct. 11, 1999	16.200	
	Oct. 11, 2000	16.524	
Urology Attendant	Oct. 11, 1994	14.979	15.271
	April. 1, 1996	14.979	15.271
	April. 1, 1997	15.129	15.424
	Oct. 11, 1997	15.204	15.501
	April. 1, 1998	15.356	15.656
	Oct. 11, 1998	15.510	15.812
	April. 1, 1999	15.665	15.971
	Oct. 11, 1999	15.822	16.130
	Oct. 11, 2000	16.138	16.453

Constant Care Aide	Oct. 11, 1994	14.880	15.026	15.172
Nursing Attendant I	April. 1, 1996	14.880	15.026	15.172
	April. 1, 1997	15.029	15.176	15.324
	Oct. 11, 1997	15.104	15.252	15.400
	April. 1, 1998	15.255	15.405	15.554
	Oct. 11, 1998	15.408	15.559	15.710
	April. 1, 1999	15.562	15.714	15.867
	Oct. 11, 1999	15.717	15.871	16.026
	Oct. 11, 2000	16.032	16.189	16.346
Linen Worker I	Oct. 11, 1994	14.835	15.131	
	April. 1, 1996	14.835	15.131	
	April. 1, 1997	14.983	15.282	
	Oct. 11, 1997	15.058	15.359	
	April. 1, 1998	15.209	15.512	
	Oct. 11, 1998	15.361	15.667	
	April. 1, 1999	15.515	15.824	
	Oct. 11, 1999	15.670	15.982	
	Oct. 11, 2000	15.983	16.302	
Central Processing Technician	Dec 20, 1999	15.287	15.619	
	Oct 11, 2000	15.593	15.931	16.135

Service Assistant	July 30, 1999	15.216	15.416	15.614	15.813
	Oct 11, 1999	15.369	15.570	15.770	15.971
	Oct 11, 2000	15.676	15.882	16.085	16.290
Printing Asst.	Oct. 11, 1994	14.666	14.979		
Cook II	April. 1, 1996	14.666	14.979		
Emergency Ward Aide	April. 1, 1997	14.813	15.129		
	Oct. 11, 1997	14.887	15.204		
	April. 1, 1998	15.036	15.356		
	Oct. 11, 1998	15.186	15.510		
	April. 1, 1999	15.338	15.665		
	Oct. 11, 1999	15.491	15.822		
	Oct. 11, 2000	15.801	16.138		
Cook III	Oct. 11, 1994	14.494	14.807		
	April. 1, 1996	14.494	14.807		
	Oct. 11, 1997	14.712	15.030		
	April. 1, 1998	14.859	15.180		
	Oct. 11, 1998	15.008	15.332		
	April. 1, 1999	15.158	15.485		
	Oct. 11, 1999	15.310	15.640		

Attendant:	Oct. 11, 1994	14.473	14.787
Respiratory Pharmacy	April. 1, 1996	14.473	14.787
Diagnostic Imaging	April. 1, 1997	14.618	14.935
Admitting Materials	Oct. 11, 1997	14.691	15.010
Mgmt Central	April. 1, 1998	14.838	15.160
Patient Porter	Oct. 11, 1998	14.986	15.311
Rehabilitation	April 1, 1999	15.136	15.464
Asst./ Porter	Oct. 11, 1999	15.287	15.619
Central Processing Storeperson	Oct. 11, 2000	15.593	15.931
Refuse Collector	Oct. 11, 1994	14.426	14.741
	April. 1, 1996	14.426	14.741
	April. 1, 1997	14.570	14.888
	Oct. 11, 1997	14.643	14.963
	April. 1, 1998	14.790	15.112
	Oct. 11, 1998	14.937	15.264
	April. 1, 1999	15.087	15.416
	Oct. 11, 1999	15.238	15.570
	Oct. 11, 2000	15.542	15.882

Nursing Attendant II	Oct. 11, 1994	14.377	14.550	14.694
	April. 1, 1996	14.377	14.550	14.694
	April. 1, 1997	14.521	14.696	14.841
	Oct. 11, 1997	14.593	14.769	14.915
	April. 1, 1998	14.739	14.917	15.064
	Oct. 11, 1998	14.887	15.066	15.215
	April. 1, 1999	15.036	15.216	15.367
	Oct. 11, 1999	15.186	15.369	15.521
	Oct. 11, 2000	15.490	15.676	15.831

Food Service Worker	Oct. 11, 1994	14.377		14.694
Hospitality Aide	April. 1, 1996	14.377		14.694
Special Diet Cook	April. 1, 1997	14.521		14.841
Ingredient Control Person	Oct. 11, 1997	14.593		14.915
Ward Aide: Urology L&D	April 1, 1998	14.739		15.064
C2 SICU	Oct. 11, 1998	14.887		15.215
	April. 1, 1999	15.036		15.367
	Oct. 11, 1999	15.186		15.521
	Oct. 11, 2000	15.490		15.831

Endoscopy
Emergency
Respiratory
Therapy Aide
Cleaner I
Cleaner II
Linen Worker
II

Mailroom	Aug 7,	14.300	14.910	15.520
Porter	2000			
	Oct 11,	14.586	15.208	15.830
	2000			
Non Reg.	Oct. 11,	14.18	14.371	14.559
Nursing Asst.	1994			
	April. 1,	14.18	14.371	14.559
	1996			
	April. 1,	14.322	14.515	14.705
	1997			
	Oct. 11,	14.393	14.587	14.778
	1997			
	April. 1,	14.537	14.733	14.926
	1998			
	Oct. 11,	14.683	14.880	15.075
	1998			
	April. 1,	14.830	15.029	15.226
	1999			
	Oct. 11,	14.978	15.180	15.378
	1999			
	Oct. 11,	15.277	15.483	15.686
	2000			