

31 Employees

Unit No. 103

SOURCE	Union		
Wages EFF.	91	10	11
TERM.	93	10	10
No. OF EMPLOYEES	31		
NOMBRE D'EMPLOYÉS	29		

COLLECTIVE AGREEMENT

BETWEEN

CENTRAL HOSPITAL
(SERVICE)

- AND -

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

EFFECTIVE: OCTOBER 11, 1991
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COLLECTIVE AGREEMENT

BETWEEN:

CENTRAL HOSPITAL
(hereinafter referred to as the "Hospital")

- and -

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

ARTICLE 1 - PURPOSE

1.01 The purpose of this Collective Agreement is to establish an orderly collective bargaining relationship between the Hospital and the classifications of employees represented by the Union which **recognizes** Central Hospital as a public service institution intended to provide the best possible care and health protection to patients and the general public through its hospital and clinical services.

ARTICLE 2 - SCOPE AND RECOGNITION

2.01 The **Hospital recognizes** the Union as the sole bargaining agent for all employees of Central Hospital in Metropolitan Toronto, Ontario, save and except professional and medical staff, graduate nursing staff, undergraduate nursing staff, graduate pharmacists, social workers, therapists, student therapists, graduate dietitians, student dietitians, technical personnel, supervisors, persons above the rank of supervisor, office and clerical staff, security guards, persons regularly employed for not more than twenty-four hours per week and students employed during the school vacation period and persons covered by subsisting collective agreements.

ARTICLE 3 - MANAGEMENT RIGHTS

3.01 The Union **recognizes** that the management of the Hospital and the direction of the working force are fixed exclusively in the Hospital and shall remain solely with the Hospital except as specifically limited by a provision of this Agreement. Without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Hospital to:

- (a) Maintain order, discipline and efficiency;
- (b) Hire, assign, retire, discharge, direct, classify, transfer, promote, demote, layoff, recall and suspend or otherwise discipline employees **provided** that a claim by an employee who has acquired seniority stan-

ding that he/she has been discharged or disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided.

- (c) Determine in the interest of efficient operation and highest standard of service, job rating or classification, hours of work, work assignments, services to be performed, methods of work, and working establishment for any services;
- (d) Determine the number of personnel required, the services to be performed and the methods, procedures, and equipment to be used in connection therein, the extension, limitation, curtailment or cessation of operations or any part thereof and all other matters concerning the hospital's operations not otherwise specifically dealt with in this agreement; and
- (e) Make from time to time and enforce rules and regulations to be observed by the employees, provided that such rules and regulations shall not be inconsistent with the provisions of this Agreement.

3.02 The Hospital agrees that these rights will not be exercised in a manner inconsistent with the other provisions of this collective agreement.

ARTICLE 4 - DEFINITIONS

4.01 Temporary Employees

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

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

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

4.02 Gender

Where used in this Agreement, the male pronoun shall be deemed to include the female pronoun.

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 arrangements will be made for a Union Representative to interview each new employee in the month following completion of his probationary period for the purpose of informing such employees of the existence of the **Union** in the Hospital. The Hospital shall advise the Union monthly as to the **names of** persons listed for interview and the time and place on the premises of the Hospital designated for such interviews, the duration of which shall not exceed ten **(10)** minutes. The Hospital may, if it so desires, have a representative present at any such interview.

5.03 Employee Lists

Seniority lists shall be established for all employees covered by this Agreement who have completed their probationary period based on each employees date of last hire with the Hospital. A copy of the seniority list will be sent to the **Union** after the execution of the Agreement and annually thereafter.

ARTICLE 6 - NO STRIKE/LOCKOUT

6.01 The Hospital agrees that there will be no lock-outs during the term of this collective agreement.

6.02 The Union agrees that there will be no strikes during the term of this collective agreement. The terms "lock-outs" and "strikes" shall bear the same meaning as given to them under the Labour Relations Act of Ontario.

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 two (2) employees selected by the Union who have completed their probationary period. A general representative of the Union may be present at any meeting of the Committee. The purpose of the Committee is to deal with complaints or grievances as set out in this Collective Agreement.
- (b) The Union shall keep the Hospital notified in writing of the names of the members of the Grievance Committee appointed or selected under this Article as well as the effective date of their respective appointments.
- (c) A Committee member shall suffer no loss of earnings for time spent during their regular scheduled working hours in attending grievance meetings with the Hospital up to, but not including arbitration. The number of employees on the Grievance Committee shall be determined locally.

7.02 Union Stewards

- (a) The Hospital agrees to **recognize** Union stewards to be elected or appointed from amongst employees in the bargaining unit who have completed their probationary period for the purpose of dealing with Union business as provided under this Collective Agreement.
- (b) A Chief Steward may be appointed or elected. The Chief Steward may, in the absence of any steward, assist in the presentation of any grievance, or with any steward function.
- (c) The Union shall keep the Hospital notified in writing of the names of Union Stewards appointed or selected under this Article as well as the effective date of their respective appointments.

(d) It is agreed that Union stewards have their regular duties and responsibilities to perform for the Hospital and shall not leave their regular duties without first obtaining permission from their immediate supervisor. If, in the performance of his duties, a Union steward is required to enter an area within the Hospital in which he is not originally employed, he shall report his presence to the supervisor in the area immediately upon entering it. Such permission shall not be unreasonably withheld. When resuming his regular duties and responsibilities, such steward shall again report to his immediate supervisor. A Union steward shall suffer no loss of earnings for time spent in performing the above duties during his regular scheduled working hours.

(e) Not applicable

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

(g) The Hospital shall recognize Stewards based upon the following structure:

Housekeeping Department	1
Dietary Department	1
Maintenance and Stores	1
Operating Room	1
Nursing Units (R.N.A. and N.R.N.A.)	1
S.P.D.D.	1

1.03 Central Bargaining Committee

In future central bargaining between the Service Employees International Union and the participating hospitals, an employee serving on the Union's Central Negotiating Committee shall be paid for time lost from his normal straight time working hours at his regular rate of pay and without loss of leave credits for attending central negotiating meetings with the Hospitals' Central Negotiating Committee in direct negotiations up to the point of arbitration. Upon reference to arbitration, the Negotiating Committee members shall receive unpaid time off for the purpose of attending arbitration hearings.

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

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

7.04 Local Negotiating Committee

- (a) The Hospital agrees to recognize a Negotiating Committee comprising of four (4) members to be elected, or appointed from amongst employees in the bargaining unit, who have completed their probationary period.
- (b) Where the Hospital participates in central bargaining the purpose of the Negotiating Committee shall be to negotiate local issues as defined.
- (c) Where the Hospital does not participate in central bargaining, the purpose of the Negotiating Committee shall be to negotiate a renewal of this Collective Agreement.
- (d) The Hospital agrees that the members of the Negotiating Committee shall suffer no loss of earnings for time spent during their regular scheduled working hours in attending such negotiating meetings with the Hospital up to, but not including, arbitration.
- (e) Nothing in this provision is intended to preclude the Union Negotiating Committee from having the assistance of any representatives of the Union when negotiating with the Hospital.
- (f) The number of employees on the Negotiating Committee shall be determined locally.

7.05 Union Activity

The Hospital and the Union agree that there shall be no discrimination, interference, restriction or coercion exercised or practised by any of their representatives with respect to any employee because of membership or non membership in the Union and that there will be no Union activity, solicitation for membership or collection of dues on Hospital premises except with the permission of the Hospital or as specifically provided for in this agreement.

ARTICLE 8 - GRIEVANCE AND ARBITRATION

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

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

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

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

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

Such complaint shall be discussed with his immediate supervisor within five (5) days after the circumstances giving rise to it have occurred or ought reasonably to have come to the attention of the employee.

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

Step 1

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

Step 2

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

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

Step

Within five (5) days following the decision in the immediately preceding step, the grievance shall be submitted in

writing to the Chief Executive Officer of the Hospital or the designated Hospital representative.

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

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

8.05 Policy Grievance

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

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

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

8.06 Group Grievance

Where a number of employees have identical grievances, and each one would be entitled to grieve separately, they may present a group grievance, in writing identifying each employee who is grieving, to the Department Head, or his designate within ten (10) days after the circumstances giving rise to the grievance have occurred. The grievance shall then be treated as being initiated at Step 2 and the applicable provisions of this Article shall then apply with respect to the handling of such grievance.

8.07 Discharge Grievance

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

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

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

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

8.09 All agreements reached, under the grievance procedure, between the representatives of the Hospital and representatives of the Union will be final and binding upon the Hospital, the Union and the employee(s).

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

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

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

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

8.14 The proceedings of the Arbitration Board will be expedited by the parties hereto and the decision of the majority, and where there is no majority, the decision of the Chairman, will be final and binding upon the parties hereto and the employee or employees concerned.

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

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

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

ARTICLE 9 - SENIORITY

9.01 Probationary Period

A new employee will be considered on probation until he has completed forty-five days of work within any twelve calendar months. Upon completion of the probationary period he shall be credited with seniority equal to forty-five working days. With the written consent of the Hospital, the probationary employee, and the President of the Local Union or designate such probationary period may be extended. Any extension agreed to will be in writing and will specify the length of the extension. The release or discharge of an employee during the probationary period shall not be the subject of a grievance or arbitration and is at the sole discretion of the Hospital.

9.02 Definition of Seniority

Full-time employees will accumulate seniority on the basis of their continuous service in the bargaining unit from the last date of hire, except as otherwise provided herein.

Seniority will operate on a bargaining unit wide basis.

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

9.03 Transfer of Service and Seniority

Effective October 10, 1986, and for employees who transfer subsequent to October 10, 1986, an employee whose status is changed from full-time to part-time shall receive credit for his/her full service and seniority. An employee whose status is changed from part-time to full-time shall receive credit for seniority and service on the basis of one (1) year equals 1725 hours worked, and will be enrolled in the employee benefit plans

subject to meeting any waiting period or other requirements of those plans.

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

9.04 Loss of Seniority

An employee shall lose all seniority and shall be deemed terminated if:

- (a) employee quits;
- (b) employee is discharged and the discharge is not reversed through the grievance and arbitration procedure;
- (c) employee is absent from scheduled work for a period of three (3) or more consecutive working days without notifying the Hospital of such absence and providing a reason satisfactory to the Hospital;
- (d) employee fails to return to work upon the expiration of a leave of absence or utilizes a leave of absence for a purpose other than that for which it was granted;
- (e) employee has been laid off 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

Unless otherwise provided in this Collective Agreement:

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

- (b) During an unpaid absence exceeding thirty (30) continuous calendar days, credit for service for purposes of salary increment, vacation, sick leave, or **any** other benefits under any provisions of the Collective Agreement or elsewhere, shall be suspended for the period of the absence in excess of thirty (30) continuous calendar **days**, the benefits concerned appropriately reduced on a pro rata basis and the employee's anniversary date adjusted accordingly. In addition, the employee will become responsible for full payment of **subsidized** employee benefits in which he/she is participating for the period of the absence except that the Hospital will continue to pay its share of the premiums for up to eighteen (18) months while an employee is in receipt of **W.C.B.** benefits. Effective April 10, 1989 the Hospital will continue to **pay** its share of the premiums for the initial seventeen (17) weeks from the commencement of the leave while an employee is on maternity or adoption leave. Effective April 10, 1989, service shall accrue for the initial 'seventeen (17) weeks from the commencement of the leave if an employee is on maternity or adoption leave. Notwithstanding this provision, service shall accrue for a period of fifteen (15) weeks if an employee's absence is due to a disability resulting in **W.C.B.** benefits.
- (c) It is further understood that during such unpaid absence, credit for seniority for purposes of promotion, demotion, transfer or lay-off shall be suspended and not accrue during the period of absence. Notwithstanding this provision seniority shall accrue during maternity or adoption leave or for a period of eighteen (18) months if an employee's absence is due to a disability resulting in **W.C.B.** benefits, or for a period of one (1) year if an employee's unpaid absence is due to an adoption leave or an illness.

ARTICLE 10 - JOB SECURITY

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

(b) Staff Planning Committee

In addition to that, and to **any** other planning committee in the Hospital of a more broadly representational make-up, there shall be immediately established a Staff Planning Committee for the

bargaining unit, which shall meet during the term of this agreement every three months, unless otherwise mutually agreed by the parties. It shall be the function of the Staff Planning Committee to consider possible ways and means of avoiding or minimizing potential adverse effects upon employees in the bargaining unit, including:

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

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

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

Composition and Meetings

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

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

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

Disclosure

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

Accountability

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

10.02 Notice of Lay-off

(a) Union

There shall be at least three months' notice to the Union in the event of a proposed lay-off of a permanent or long-term nature of in the event of a substantial bed cut-back or cut-back in service which affects or could affect the bargaining unit.

(b) Employees

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

10.03 Severance and Retirement Options

(a) Severance Pay

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

(b) Retirement Allowance

Within thirty (30) days from the date of notice of lay-off, an employee who has received notice of lay-off of a permanent or long-term nature may retire provided that the employee is eligible to retire under

the terms of the Hospitals of Ontario Pension Plan. An employee who chooses this option forfeits her right to notice and will receive severance pay on the basis of one (1) week's pay for each year of service with the Hospital to a maximum of twenty-six (26) weeks on the basis of the employees normal weekly earnings. In addition, full-time employees will receive a lump sum payment equal to \$1,000.00 for every year less than age 65, to a maximum of \$5,000.00.

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

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

(i) whose lay-off is permanent, or

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

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

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

10.04 Regional Staff Planning Committees

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

To achieve this objective the Hospital Staff Planning Committee will forward to the Regional Staff Planning Committee a list of the names and addresses of laid off employees who have expressed an interest in working at other Participating Hospitals 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 employees so displaced shall be laid off.

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

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

- (c) An employee shall have opportunity of recall from a lay-off to an available opening, in order of seniority, provided he has the ability to perform the work before such opening is filled on a regular basis under a job posting procedure. The posting procedure in the collective agreement shall not apply until the recall process has been completed.
- (d) In determining the ability of an employee to perform the work for the purposes of the paragraphs above, the Hospital shall not act in an arbitrary or unfair manner.
- (e) An employee recalled to work in a different classification from which he was laid off shall have the privilege of returning to the position he held prior to the lay-off should it become vacant within six (6) months of being recalled.
- (f) No new employees shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so, in accordance with the loss of seniority provision, or have been found unable to perform the work available.
- (g) It is the sole responsibility of the employee who has been laid off to notify the Hospital of his intention to return to work within five (5) working days (exclusive of Saturdays, Sundays and paid holidays) after being notified to do so by registered mail, addressed to the last address on record with the Hospital (which notification shall be deemed to have been received on the second day following the date of mailing) and to return to work within ten (10) working days after being notified. The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work. The employee is solely responsible for his proper address being on record with the Hospital.
- (h) Employees on lay-off or notice of lay-off shall be given preference for temporary vacancies which are expected to exceed (10) working days. An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on layoff.
- (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 copy shall be provided to the Chief Steward.

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

11.04 Where there are no successful applicants from within this bargaining unit for positions referred to in Article .01 employees in other **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 the considering persons not employed by the Hospital. In considering such part-time employees the criteria for selection in .03 shall apply. Part-time employees selected to fill a vacancy under this Article will continue to maintain their part-time status and upon completion of the assignment the employee will return to his former position.

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

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

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

ARTICLE 12 - NO CONTRACTING OUT

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 lay-off of any employees other than casual part-time employees results from such contracting out. Contracting out to an **Employer** who is **organized** and who will employ the employees of the bargaining unit who would otherwise be laid-off with similar terms and conditions of employment is not a breach of this provision.

12.02 On request by the Union the Hospital will undertake to review contracted services which fall within the work of the bargaining unit. The purpose of the review will be to determine the practicality of increasing the degree to which bargaining unit employees maybe **utilized** to deliver such services in the future. The Hospital further agrees that the results of their

review will be submitted to the Staff Planning Committee for its consideration.

ARTICLE 13 - WORK OF THE BARGAINING UNIT

13.01 Work of the Bargaining Unit

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

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

13.02 Employment Agencies

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

13.03 Volunteers

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

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

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

In addition to the above process and apart from it where a change in the ratio is planned by the Hospital and it does not arise because of employee retirement, resignation or death then it can only be carried out following a full and complete disclosure to the Union of the plan of the Hospital and the reasons for it. After full and complete disclosure to the Union the Hospital and Union are to meet and discuss the plan and the

reason with a view to possibly modifying them including maintaining the existing ratio. The planned change in the ratio cannot be implemented by the Hospital for a period of forty-five (45) days from the date of full and complete disclosure to the Union; and only implemented if there has been the consultative process required by this clause carried out in good faith by the Hospital.

ARTICLE 14 - TECHNOLOGICAL CHANGE

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

14.02 Where the Hospital has decided to introduce a technological change which will significantly alter the status of an employee within the bargaining unit, the Hospital undertakes to meet with the Union to consider the **minimizing** of adverse effects (if any) upon the employees concerned.

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

14.04 Employees with one (1) or more years of continuous service who are subject to 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 or her employment qualifications.
- (b) A leave of absence, without pay, to take further education related to the employee's work with the Hospital may be granted upon written application by the employee to the administration of the Hospital. It is further understood and agreed that the Employer will, wherever its operational requirements permit, endeavour to arrange the shifts of employees attending courses or seminars to permit such attendance.
- (c) Where employees are required by the Hospital to take courses to upgrade or acquire new employment qualifications, the Employer shall pay the full costs associated with the courses.

15.03 Jury and Witness Duty

- .01 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 allowance and an official receipt thereof.

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

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

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

15.04 Pregnancy Leave

- (a) Pregnancy leave will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision. The service requirement for eligibility for pregnancy leave shall be thirteen (13) weeks of continuous service.
- (b) The employee shall give written notification at least two (2) weeks in advance of the date of commencement of such leave and the expected date of return. At such time she shall also furnish the Hospital with the certificate of a legally qualified medical practitioner stating the expected birth date.

- (c) The employee shall reconfirm her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Hospital at least two (2) weeks in advance thereof.
- (d) Effective on confirmation by the Unemployment Insurance Commission of the appropriateness of the Hospital's Supplemental Unemployment Benefit (SUB) Plan, an employee who is on pregnancy leave as provided under this Agreement who has applied for and is in receipt of Unemployment Insurance pregnancy benefits pursuant to Section 18 of the Unemployment Insurance Act, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between seventy-five percent (75%) of her regular weekly earnings and the sum of her weekly Unemployment Insurance benefits and any other earnings. Such payment shall commence following completion of the two-week Unemployment Insurance waiting period, and receipt by the Hospital of the employee's Unemployment Insurance cheque stub as proof that she is in receipt of Unemployment Insurance pregnancy benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours plus any wage increase or salary increment that she would be entitled to if she were not on pregnancy leave.

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

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

duties, on the same shift in the same department, and at the same rate of pay.

15.05 Parental Leave

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

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

- (d) An employee shall reconfirm his or her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Hospital at least two (2) weeks in advance thereof.
- (e) Effective on November 26, 1992 any employee who is on parental leave as provided under this Agreement who has applied for and is in receipt of Unemployment Insurance parental benefits pursuant to Section 20 of the Unemployment Insurance Act, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between seventy-five percent (75%) of her regular weekly earnings and the sum of her weekly Unemployment Insurance benefits and any other earnings. Such payment shall commence following completion of the two-week Unemployment Insurance waiting period, and receipt by the Hospital of the employee's Unemployment Insurance cheque stub

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

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

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

15.06 Full-Time Union Office

An employee who is elected or appointed to Union Office shall be granted upon request in writing leave of absence without pay for a period up to one year, it being understood that not more than one employee in the bargaining unit may be on such leave at the same time. During the period of such leave of absence, the employee shall no longer accumulate seniority (the service review date will be adjusted accordingly), nor will the employee continue to accumulate vacation entitlement and sick leave benefits. In addition, the employee will become responsible for full payment of **subsidized** employee benefits in which he/she is participating. The employee agrees to notify the Employer of his/her intention to return to work four (4) weeks prior to termination of office.

15.07 Union Leave

- (a) The Hospital shall grant leave of absence without pay to employees to attend Union conventions, seminars, education classes or other Union business provided that such leave will not interfere with the efficient operation of the Hospital.
- (b) In requesting such leave of absence for an employee or employees, the Union must give at least twenty-one (21) days clear notice in writing to the Hospital.
- (c) The cumulative total leave of absence, the number of employees that may be absent at any one time from any one area, and the number of days of absence shall be as provided elsewhere in the current local sections of the Agreement (unless altered by local negotiations).
- (d) Leave of absence shall be given up to a total of twenty (20) days during each full year of this Agreement. It is agreed that no more than two (2) employees shall be absent on such leave at the same time, it being understood that no more than one (1) will be absent from any one 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

The Hospital may, in its discretion, grant a leave of absence without pay to an employee. A request for leave of absence providing reasons and length of time and reply under this paragraph must be in writing by both parties.

ARTICLE 16 - HOURS OF WORK

16.01 Daily and Weekly Hours of Work

- (a) The regular work shifts, in accordance with the schedule of regular shifts, shall aggregate 75 hours during **bi-weekly** pay periods. The provisions of this Article are intended only to provide a basis for calculating time worked and shall not constitute a guarantee of hours of work per shift or per week or for any period whatsoever, nor a guarantee of working schedules.

- (b) It is understood that regular hours include those required to accommodate the change from Daylight Saving to Standard Time and vice versa and to which the provisions of Clause 17.02 shall not apply.
- (c) Employees must report for work to their respective supervisors in uniform and remain in uniform for the full working shift.

16.02 Rest Periods

- (a) **Employees** will be allowed two fifteen (15) minute break periods in each full shift without reduction in pay.
- (b) when an employee performs **authorized** overtime work of at least three (3) hours duration, the Hospital will schedule a rest period of fifteen (15) minutes duration.
- (c) The Hospital will decide when the break period(s), as indicated above, are to be taken by the employees and will endeavour to space them as reasonably as practicable in the work shift.
- (d) Each employee shall be allowed thirty (30) minutes for meals on his own time, and such thirty (30) minute period shall be a continuous uninterrupted period of time except in the event of an emergency.

16.03 Time Off Between Shifts

- (a) In the case of departments where employees are required to rotate on the day, afternoon and/or night shifts, the Hospital will endeavour to schedule at least two (2) consecutive shifts off between shift changes and forty-seven (47) hours time off following night duty. A shorter period of time between change of shift may be agreed upon by mutual consent.
- (b) The Hospital may allow an exchange of shifts at the request of two (2) employees provided that its approval is obtained in advance and that no overtime premium is paid as a result and that no additional cost to the Hospital results from such exchange of shifts. Such requests for mutual exchanges must be made in writing to the employees' immediate supervisor and co-signed by the employee willing to exchange shifts.

16.04 Weekends Off

In scheduling shifts the Hospital will endeavour to arrange schedules so as to provide for a minimum of eight weekends off

in every twenty-four week period, and, in any event, at least one weekend off in each three week period. Where a weekend off is not granted within a three week period, time worked on such third weekend but not subsequent weekends shall be paid at the rate of time and one-half unless the Hospital, notwithstanding its best efforts, was unable to meet this standard. This standard shall not apply where:

- (a) such weekend work was performed by the employee to satisfy specific days off requested by such employee; or
- (b) such employee has requested weekend work, or was advised at the time of hire or when the job was posted that the regular schedule normally requires continuous weekend work; or
- (c) such weekend is worked as a result of an exchange of shifts with another employee; or
- (d) 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 employees affected and approved by the Union.

16.05 Employees' work schedules shall be posted two (2) weeks in advance of the schedules becoming effective where practicable. Changes in posted schedules shall not be made arbitrarily. Any change to the posted schedules shall be brought to the attention of the affected employees with the maximum advance notice practicable under the circumstances and an explanation shall be given.

16.06 There shall be no split shifts.

16.07 Employees will be scheduled to work no more than seven (7) consecutive days, except by mutual consent, followed by at Least two (2) consecutive days off.

16.08 Where employees are now working a longer daily shift than that referred to in **17.02(a)** below and a reduction in the number of daily shifts in the shift schedule, or where hereafter the Hospital, in consultation with the Union, introduces such a shift, the provisions set out in Article 16 shall be adjusted accordingly.

ARTICLE 17 - PREMIUM PAYMENT

17.01 Definition of Regular-Straight-Time Rate of Pay

The regular straight time hourly rate of pay is that prescribed in the salary schedule as set forth in Appendix A of the Collective Agreement.

17.02 Definition of Overtime (Overtime Premium)

- (a) **Authorized** work performed in excess of 7 1/2 hours, or as provided in Article 16.08, in a daily shift and 75 hours in a **bi-weekly** pay period will be counted as overtime work and will be paid for at the rate of time and one-half the employee's regular straight time hourly rate of pay.
- (b) It is understood and acknowledged that the Hospital has the right to require employees to perform reasonable **authorized** overtime work.
- (c) Call back shall not be considered as hours worked for the purpose of this Article.
- (d) Overtime premium will not be duplicated nor pyramided nor shall other premiums be duplicated nor pyramided nor shall the same hours worked be counted as part of the normal work week and also as hours for which the overtime premium is paid.

17.03 Reporting Pay

Employees who report for work for their regularly scheduled shifts, not having been advised previously to not so report, shall be given a minimum of four (4) hours work, not necessarily the employee's regular work, or four (4) hours pay at the employee's regular straight time hourly rate, in lieu of no work being available. The Hospital shall not be subject to this obligation where the employee has failed to keep the Hospital informed of his/her current address and telephone number which may be used by the Hospital to give notice and in the case of fire, power failure or circumstances beyond the control of the Hospital. Neither is the Hospital subject to this obligation in the case of any labour dispute or in the case of part-time employees who make individual arrangements for less than four (4) hours of work per shift.

17.04 Standby

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

- (b) Stand-by pay shall, however, cease where an employee is called in to work, and works during the period of stand-by.

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

17.06 Shift Premium

Employees shall be paid 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.

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.

17.07 Responsibility Outside the Bargaining Unit

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

17.08 Overtime - Lieu Time

Where an employee has worked and accumulated approved overtime hours (other than overtime hour related to paid holidays) such employee, at the discretion of the Hospital, may receive 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 the latter option is granted 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. Failure to achieve agreement within the time limits shall result in the assignments of the lieu time off or the overtime pay, at the discretion of the Hospital.

17.09 Not applicable.

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.

18.02 Uniform Allowance

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

18.03 Transportation Allowance

When an employee is required to travel to the Hospital or to return to her home as a result of reporting to or off work

between the hours of 2400-0600 hours, (other than reporting to or off work for her regular shift) or at any time while on stand-by, 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 (1) calendar year from the date of appointment which may be renewed for further periods of one (1) year, Time off for such representative(s) to attend meetings of the Accident Prevention-Health & Safety Committee in accordance with the foregoing shall be granted and time so spent attending such meetings shall be deemed to be work time for which the representative(s) shall be paid by the Hospital at his regular or premium rate as may be applicable.

- (g) The Union agrees to endeavour to obtain the full 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.

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

ARTICLE 20 - PAID HOLIDAYS

20.01(a) Eligible employees covered by this Agreement who have completed their probationary period shall be entitled to the following holidays as recognized by the Hospital:

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

In addition, an employee will be granted one additional day annually in conjunction with his service review date. This is a day to be provided within thirty (30) days of the actual date. Such holiday will be a non-premium holiday.

In the event that Heritage Day or some other day is proclaimed as a statutory holiday, such day shall be substituted for Remembrance Day. Those employees who have taken the Remembrance Day holiday prior to the proclamation shall be deemed to have taken the newly proclaimed day.

- (b) Eligible employees who have not completed their probationary period shall be entitled to the provisions of Article 20.01 (a) retroactively to their date of last hire on successful completion of their probationary period.

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 the employee's regular straight time hourly rate of pay to a maximum of 7 1/2 hours.

20.03 In order to qualify for holiday pay, an employee must have worked his/her last scheduled shift immediately preceding the holiday and his/her first scheduled shift immediately following the observed holiday.

20.04 An employee will not be disqualified from receiving holiday pay if he/she has been absent before or after a holiday where his/her absence for one of the qualifying shifts was due to a bona fide illness for which a medical certificate will be required by the Hospital and which illness began not earlier than a week prior to the week in which the holiday occurs, provided, however, that there will be no duplication of sick pay and holiday pay.

20.05 An employee who is required to work on any of the above named holidays shall receive pay for such work on the said holiday at the rate of time and one-half the employee's regular straight time hourly rate of pay for work performed and, if qualified under the provisions of paragraph 20.03, shall receive at the discretion of the Hospital, holiday pay as defined in paragraph 20.02 or a day off in lieu of the holiday with pay at a time mutually agreed upon by the employee and the Hospital within thirty (30) days of said holiday. Failure to achieve agreement within this time limit shall result in the assignment by the Hospital of the day off herein provided for.

20.06 If one of the above named holidays occurs on an employee's regular day off, the employee, provided he/she is qualified under paragraph 20.03, will receive an additional day off with pay in lieu of the holiday at a time mutually agreed upon by the employee and the Hospital within thirty (30) days of the said holiday. Failure to achieve agreement within the time limit shall result in the assignment by the Hospital of the day off herein provided for.

20.07 If any of the above mentioned holidays are celebrated while an employee is on annual vacation, the employee shall receive holiday pay as defined in paragraph 20.02 or the employee shall be given an additional day off in lieu thereof, at a time mutually agreed upon by the employee and the Hospital within thirty (30) days of said holiday. This provision shall only apply where the employee is otherwise entitled to holiday pay. Failure to achieve agreement within this time limit shall result in the assignment by the Hospital of the day off herein provided for.

20.08 An employee who is scheduled to work on a day a named holiday is **recognized** and who fails to do so shall lose his/her entitlement to holiday pay unless excused by the Hospital.

20.09 For the purpose of determining entitlement to holiday pay, the employee who works the majority of hours on a **recognized** holiday as provided herein shall be paid the holiday rate of pay.

20.10 The Hospital shall endeavour to arrange equitable distribution of holidays off within each department.

ARTICLE 21 - VACATIONS

21.01 Entitlement and Calculation of Payment

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

An employee who has completed less than one (1) year of continuous service as of May 31st shall be entitled to two (2) weeks' annual vacation. Payment for such vacation shall be prorated in accordance with his/her service.

An employee who has completed one (1) year but less than three (3) years of continuous service as of May 31st shall be entitled to two (2) weeks' annual vacation with pay.

An employee who has completed three (3) years but less than eight (8) years of continuous service as of May 31st shall be entitled to three (3) weeks' annual vacation with pay.

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

An employee who has completed eight (8) years but less than fifteen (15) years of continuous service as of May 31st in any year shall be entitled to four (4) weeks' annual vacation with pay.

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

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

An employee who has completed fifteen (15) years but less than twenty-five (25) years of continuous service as of May 31st shall be entitled to five (5) weeks' annual vacation with pay.

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

21.02 Approved Leave of Absence During Vacation

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

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

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

21.03 Vacation entitlement may not be accumulated from year to year and must be taken in the twelve (12) month period following the May 31st entitlement. Employees with vacation entitlements of less than four (4) weeks may take vacation time off no more than twice per year. Those employees with vacation entitlement of four (4) weeks or more may take their vacation in three blocks provided the efficient operation of the department is maintained.

Requests for vacation to be paid out of accrued vacation entitlement may be approved, at the sole discretion of the hospital, in lieu of an unpaid leave of absence if such request is in writing, meets operational requirements and is deemed to be due to circumstances reasonably beyond the control of the employee. Any such requests must be submitted by the employees immediately upon becoming aware of the need for such time off.

21.04 When employees in a specific department desire the same overlapping vacation periods, then the length of service of the employee in the department directly affected shall govern in the assignment of vacation. Employees are permitted to exercise their seniority rights once during a vacation year.

21.05 Employees will receive their vacation pay with their regular cheques issued immediately preceding their commencement of vacation provided they have so requested in writing to their Department Head four weeks prior to the scheduled vacation.

21.06 Vacation schedules shall be posted by May 1st of all vacations requested by March 31st for the summer vacation period from June 15 on to October 15. Requests for vacation outside of this period shall be submitted two months prior to the requested vacation.

21.07(a) In the event of termination of employment of an employee having more than one year's continuous active service for any reason, including lay-off, any pay in lieu of vacation that is owing to such employee shall be determined on a pro rata basis.

(b) In the event of termination of employment of any employee having less than one year's continuous active service for any reason, including lay-off, any pay in lieu of vacation that is owing to such employee shall be determined in accordance with the Employment Standards Act of Ontario.

21.08 An employee who leaves the employ of the Hospital will endeavour to give a minimum of four week's notice of termination. In the event that less than two week's notice is given, the employee shall be entitled only to receive the vacation pay entitlement provided by the Employment Standards Act of Ontario.

21.09 It is understood that notwithstanding the other provisions of this Article 21, the vacation pay entitlement for bargaining unit employees who work less than regular full time hours shall be on a pro rata basis in the proportion that their regular assigned hours of work bear to the schedule of regular shifts for full time employees during a bi-weekly pay period.

ARTICLE 22 - HEALTH AND INSURED BENEFITS

22.01 Insured Benefits

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

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

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

(2) Dental Plan.

(Note: Group Life Insurance should also be covered)

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

(b) The Hospital agrees to contribute seventy-five 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 \$15.00 (single) and \$25.00 (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 \$500.00 per individual).

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

(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 seventy-five percent (75%) 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.

22.02 Change of Carrier

The Hospital may at any time substitute another carrier for any Plan (other than OHIP) provided that the benefits conferred thereby are not in total decreased. Such substitution will not occur on less than sixty (60) days' notice to the Union.

22.03 Pension

All eligible employees must enroll in the Hospitals of Ontario Pension Plan subject to and in accordance with the provisions and requirements of the Plan.

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

ARTICLE 23 - INJURY AND DISABILITY

23.01 Workers' Compensation Injury

- (a) Absence for sickness or accident compensable by the Workers' Compensation Board will not be charged against sick leave credits. The employer will pay the employee's wages for the day of the accident,
- (b) **Employees** are responsible for reporting any accident compensable by Workers' Compensation immediately to their supervisor. Failure to do so will jeopardize any compensation claim.

2 3.02 Disabled Employees

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

ARTICLE 24 - SICK LEAVE

24.01 Sick Leave and Long Term Disability

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

.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.

.03 Effective October 10, 1986 the existing accumulating sick leave plan shall be terminated and any provisions relating to such plan shall be null and void except as to those provisions relating to payout of unused sick leave benefits which are specifically dealt with hereinafter.

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

- (a) Supplement payment for sick leave days under the new program or paragraph 5 below which would otherwise be at less than full wages and,
- (b) where a payout provision existed under the former sick leave plan in the Collective Agreement, payout on termination of employment shall be that portion of any unused sick leave dollars under the former conditions relating to payout.
- (c) Where, as of the effective date of transfer, an employee does not have the required service to qualify for payout on termination, his existing sick leave credits as of that date shall nevertheless be converted to a sick leave bank in accordance with the foregoing and he shall be entitled, on termination, to that portion of any unused sick leave dollars providing he subsequently achieves the necessary service to qualify him for payout under the conditions relating to such payout.

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

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

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

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

.07 Unemployment Insurance Rebate

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

.08 **Employees** may be required to produce proof of sickness for any absence in the form of a satisfactory medical certificate; and in all cases of sickness of more than three (3) working days a medical certificate is compulsory before returning to work.

.09 The Hospital reserves the right to require proof of illness by medical certificate or such other form of proof as the Hospital may require before sick leave is granted.

.10 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.

24.02 Workers' Compensation Benefits and Sick Leave

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

ARTICLE 25 - COMPENSATION

25.01 Experience Pay

An employee hired by the Hospital with recent and related experience, may claim at the time of hiring on a form supplied by the hospital consideration for such experience. Any such claim shall be accompanied by verification of previously related experience. The Hospital shall then evaluate such experience during the probationary period. Where, in the Hospital's opinion such experience is relevant, the employee shall be slotted in that step of the wage progression consistent with one (1) year's service for every one (1) 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 classification within the bargaining unit in accordance with the job posting procedure will be placed in the step of the range of such higher classification next higher than his/her current rate and he/she shall then progress between that rate and the top of the range in accordance with time served in the new position.

25.03 Temporary Transfer

When an employee is assigned temporarily to perform the duties and assume the responsibilities of a higher paying position in the bargaining unit for a period in excess of one half

of a shift, he shall be paid the rate immediately above his current rate in the higher classification to which he was assigned from the commencement of the shift on which he was assigned the job.

25.04 Job Classification

- (a) When a new classification (which is covered by the terms of this Collective Agreement) is established by the Hospital, the Hospital shall determine the rate of pay for such new classification and notify the local Union of the same within seven (7) days. If the local Union challenges the rate, it shall have the right to request a meeting with the Hospital to endeavour to negotiate a mutually satisfactory rate. Such request will be made within ten (10) days after the receipt of notice from the Hospital of such new occupational classification and rate. Any change mutually agreed to resulting from such meeting shall be retroactive to the date that notice of the new rate was given by the Hospital. If the parties are unable to agree, the dispute concerning the new rate may be submitted to arbitration as provided in the Agreement within fifteen (15) days of such meeting. The decision of the Board of Arbitration (or arbitrator as the case may be) shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classification.
- (b) When the Hospital makes a substantial change during the term of this Agreement in the job content of an existing classification which in reality causes such classification to become a new classification, the Hospital agrees to meet with the Union if requested to permit the Union to make representation with respect to the appropriate rate of pay.
- (c) If the matter is not resolved following the meeting with the Union the matter may be referred to arbitration as provided in the Agreement within fifteen (15) days of such meeting. The decision of the Board of Arbitration (or arbitrator as the case may be) shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classifications.
- (d) The parties further agree that any change mutually agreed to or awarded as a result of arbitration shall be retroactive only to the date that the Union raised the issue with the Hospital.

25.05 Wages and Classification Premiums

- (a) The salary schedules in effect during the term of this **agreement** shall be those set forth in Appendix "A" attached to and forming part of this Agreement. For the purpose of calculating any benefit or money payment under this agreement to which an employee is entitled, the regular straight time hourly rate of pay is that prescribed in the salary schedule as set forth in Appendix A of the collective agreement.
- (b) The Hospital agrees that wages shall be paid on Thursday each two weeks except when interfered with by the occurrence of a paid holiday. In this case the regular pay day may be delayed one day.

ARTICLE 26 - UNION-HOSPITAL COMMITTEE

26.01 There shall be a Union-Hospital Committee composed of the Chief Steward and not more than two (2) additional duly appointed Stewards and Hospital management. The function of the Committee shall be to discuss matters of mutual concern to the parties it being understood and agreed that the Committee shall not discuss grievances. The Committee shall meet quarterly or at other mutually convenient times. The parties agree that a written agenda shall be provided at least five (5) days prior to the agreed meeting date and minutes kept of all meetings with copies to be furnished to both parties.

ARTICLE 27 - BULLETIN BOARDS

27.01 The Hospital will provide space on the official bulletin boards for the use of the Union in posting Union notices. Such notices must be submitted to, and be approved by, the Director of Personnel of the Hospital prior to posting.


ARTICLE 28 - MISCELLANEOUS

28.01 Each of the parties to this Agreement shall share the cost of printing this Agreement equally between them.

28.02 Notification of Change

It shall be the duty of the employee to notify the Hospital promptly of any change in address and telephone number. If an employee fails to do this, the Hospital will not be responsible for failure of a notice sent by registered mail to reach such employee.

28.03 The distribution of this agreement to bargaining unit members will be the responsibility of the union.



ARTICLE 29 - RETROACTIVITY

29.01 The retroactivity to October 11, 1991 shall apply only to the general wage increase and shall be paid on the basis of hours paid since that date.

29.02 Wage rates are to be increased by a general wage increase of 1% and this increase will be paid from the date of effecting the increase retroactive to October 11, 1991. In addition, wage rates are to be further increased by a general wage increase of 2% and this increase will be paid effective October 11, 1992.

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

29.04 Employees who have terminated their employment since October 11, 1991 shall be given notice by registered mail within 30 days from the date of written notice of ratification of the Memorandum of Settlement by both parties, at their address last known by the Hospital, and shall have sixty (60) days from the date of such notice within which to claim retroactive payment.

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

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

ARTICLE 30 - DURATION

30.01 This Agreement shall continue in effect until October 10, 1993, and shall remain in effect from year to year thereafter unless either party gives the other party written notice of termination or desire to amend the Agreement within the period from ninety (90) days to sixty (60) days preceding the expiry date of this Agreement that it desires to amend or terminate this Agreement and shall set out in such notice its desire to negotiate either as part of Central negotiations or on an individual Hospital basis.

30.02 In the event of such notification, the other party shall reply within fifteen (15) days of receipt setting out its desire as to negotiations being conducted on a Central or an individual Hospital basis. If both parties desire Central negotiations, the negotiation procedures agreed between the Central Committees representing the Hospitals and the Unions shall apply. In the event of negotiations on an individual Hospital basis, negotia-

tions between the parties to this Agreement shall commence within fifteen (15) days following the reply.

30.03 If, pursuant to such negotiations, an agreement on the renewal or amendment of this Agreement is not reached prior to the current expiration date, then this Agreement shall not terminate on October 10, 1993, as provided in paragraph 29.01 above, but shall continue in full force and effect until completion of a new Agreement or of the proceedings prescribed under The Hospital Labour Disputes Arbitration Act of Ontario, as amended, or for a period of 360 days after October 10, 1993, whichever is earlier.

DATED AT TORONTO, THIS 4th DAY OF *August* 1993.

SERVICE EMPLOYEES INTERNATIONAL
UNION, LOCAL 204

Alvin L. Turner

CENTRAL HOSPITAL

W. Kowalski
Paul S. G.

AT/LL

CENTRAL HOSPITAL & SERVICE EMPLOYEES INTERNATIONAL UNION

SALARY SCHEDULE

EFFECTIVE OCTOBER 11, 1991

		Start	1 Year	2 Years	3 Years
Aide II (Dietary)	Monthly	2151.68	2197.63		
	Hourly	13.24	13.52		
Aide II (Trainee)	Monthly	2076.19			
	Hourly	12.78			
Potwasher/Porter	Monthly	2246.88	2292.83		
	Hourly	13.83	14.11		
Potwasher/Porter Trainee	Monthly	2205.84			
	Hourly	13.57			
Cook I	Monthly	2524.24	2563.63		
	Hourly	15.53	15.78		
Cook II	Monthly	2317.53	2365.05		
	Hourly	14.26	14.55		
Cleaner II	Monthly	2207.49	2279.70		
	Hourly	13.58	14.03		
Cleaner II (Trainee)	Monthly	2136.91			
	Hourly	13.15			
Storesperson	Monthly	2435.62	2481.57		
	Hourly	14.99	15.27		
Storesperson (Trainee)	Monthly	2274.77			
	Hourly	14.00			
Electrician	Monthly	2929.63	3014.98		
	Hourly	18.02	18.55		
Maint. Mech I	Monthly	2842.65	2926.35		
	Hourly	17.49	18.01		
Maint. Mech II	Monthly	2611.23	2686.73		
	Hourly	16.07	16.53		
Orderly I	Monthly	2502.91			
	Hourly	15.40			
Orderly II	Monthly	2325.66	2368.33		
	Hourly	14.31	14.58		

Orderly II (Trainee)	Monthly	2246.87			
	Hourly	13.83			
R.N.A.	Monthly	2389.66	2407.72	2437.26	
	Hourly	13.45	13.55	13.72	
R.N.A.E.	Monthly	2389.66	2407.72	2437.26	
	Hourly	14.70	14.82	15.00	
Aide I - O.R.	Monthly	2163.17	2210.77	2260.01	
	Hourly	13.310	13.605	13.91	
Aide I - SPDD	Monthly	2163.17	2210.77	2260.01	
	Hourly	13.31	13.60	13.91	
Aide I - Physio	Monthly	2163.17	2210.77	2260.01	
	Hourly	13.31	13.60	13.91	
Aide I (Trainee)	Monthly	2095.88			
	Hourly	12.90			
N.R.N.A.	Monthly	2274.77	2299.40	2317.45	2342.07
	Hourly	14.00	14.13	14.26	14.41
SPDD Technician	Monthly	2274.77	2299.40	2317.45	2342.07
	Hourly	14.00	14.15	14.26	14.41

Both parties agree to be bound by any judicial decision as a result of the Joyce Arbitration Award and will amend the wage schedule if necessary.

CENTRAL HOSPITAL AND SERVICE EMPLOYEES INTERNATIONAL UNION

SALARY SCHEDULE

EFFECTIVE JANUARY 1, 1992

Classification		Start	1 Year	2 Years	3 Years
Aide II (Dietary)	Monthly	2245.75	2292.88		
	Hourly	13.82	14.11		
Aide II (Trainee)	Monthly	2076.75			
	Hourly	12.78			
Potwasher/Porter	Monthly	2245.75	2292.88		
	Hourly	13.82	14.11		
Potwasher/Porter (Trainee)	Monthly	2205.13			
	Hourly	13.57			
cook I	Monthly	2746.25	2785.25		
	Hourly	16.90	17.14		
Cook II	Monthly	2533.38	2580.50		
	Hourly	15.59	15.88		
Cleaner II	Monthly	2221.38	2292.88		
	Hourly	13.67	14.11		
Cleaner II (Trainee)	Monthly	2136.88			
	Hourly	13.15			
Storeperson	Monthly	2435.88	2481.38		
	Hourly	14.99	15.27		
Storeperson (Trainee)	Monthly	2275.00			
	Hourly	14.00			
Electrician	Monthly	2929.88	3014.38		
	Hourly	18.03	18.55		
Maint. Mech. I	Monthly	2842.13	2926.63		
	Hourly	17.49	18.01		
Maint. Mech. II	Monthly	2611.38	2686.13		
	Hourly	16.07	16.53		
Orderly I	Monthly	2502.50			
	Hourly	15.40			
Orderly II	Monthly	2325.38	2367.63		
	Hourly	14.31	14.57		

Orderly II (Trainee)	Monthly	2247.38			
	Hourly	13.38			
R.N.A.	Monthly	2595.13	2613.16	2642.74	
	Hourly	15.97	16.08	16.26	
R.N.A.E.	Monthly	2595.13	2613.16	2642.74	
	Hourly	15.97	16.08	16.26	
Aide I - O.R.	Monthly	2195.38	2244.13	2292.88	
	Hourly	13.51	13.81	14.11	
Aide I - SPDD	Monthly	2195.38	2244.13	2292.88	
	Hourly	13.51	13.81	14.11	
Aide I - Physio	Monthly	2195.38	2244.13	2292.88	
	Hourly	13.51	13.81	14.11	
Aide I (Trainee)	Monthly	2096.25			
	Hourly	12.90			
N.R.N.A.	Monthly	2492.75	2518.75	2536.63	2561.00
	Hourly	15.34	15.50	15.61	15.76
SPDD Technician	Monthly	2492.75	2518.75	2536.63	2561.00
	Hourly	15.34	15.50	15.61	15.76

CENTRAL HOSPITAL & SERVICE EMPLOYEES INTERNATIONAL UNION

SALARY SCHEDULE

EFFECTIVE OCTOBER 11, 1992

		Start	1 Year	2 Years	3 Years
Aide II (Dietary)	Monthly	2291.25	2338.38		
	Hourly	14.10	14.39		
Aide II (Trainee)	Monthly	2119.00			
	Hourly	13.04			
Potwasher/Porter	Monthly	2292.88	2338.38		
	Hourly	14.11	14.39		
Potwasher/Porter Trainee	Monthly	2249.00			
	Hourly	13.84			
Cook I	Monthly	2801.50	2840.50		
	Hourly	17.24	17.48		
Cook II	Monthly	2583.75	2632.50		
	Hourly	15.90	16.20		
Cleaner II	Monthly	2265.25	2338.38		
	Hourly	13.94	14.39		
Cleaner II (Trainee)	Monthly	2179.13			
	Hourly	13.41			
Storesperson	Monthly	2484.63	2531.75		
	Hourly	15.29	15.58		
Storesperson (Trainee)	Monthly	2320.50			
	Hourly	14.28			
Electrician	Monthly	2988.38	3074.50		
	Hourly	18.39	18.92		
Maint. Mech I	Monthly	2899.00	2985.13		
	Hourly	17.84	18.37		
Maint. Mech II	Monthly	2663.38	2739.75		
	Hourly	16.39	16.86		
Orderly I	Monthly	2552.88			
	Hourly	15.71			
Orderly II	Monthly	2372.50	2414.75		
	Hourly	14.60	14.86		

Orderly II (Trainee)	Monthly	2292.88			
	Hourly	14.11			
R.N.A.	Monthly	2647.13	2665.00	2695.88	
	Hourly	16.29	16.40	16.59	
R.N.A.E.	Monthly	2647.13	2665.00	2695.88	
	Hourly	16.29	16.40	16.59	
Aide I - O.R.	Monthly	2239.25	2289.63	2338.38	
	Hourly	13.78	14.09	14.39	
Aide I - SPDD	Monthly	2239.25	2289.63	2338.38	
	Hourly	13.78	14.09	14.39	
Aide I - Physio	Monthly	2239.25	2289.63	2338.38	
	Hourly	13.78	14.09	14.39	
Aide I (Trainee)	Monthly	2138.50			
	Hourly	13.16			
N.R.N.A.	Monthly	2543.13	2569.13	2587.00	2613.00
	Hourly	15.65	15.81	15.92	16.08
SPDD Technician	Monthly	2543.13	2569.13	2587.00	2613.00
	Hourly	15.65	15.81	15.92	16.08

Both parties agree to be bound by any judicial decision as a result of the Joyce Arbitration Award and will amend the wage schedule if necessary.

CENTRAL HOSPITAL AND SERVICE EMPLOYEES INTERNATIONAL UNION

SALARY SCHEDULE

EFFECTIVE JANUARY 1, 1993

Classification		Start	1 Year	2 Years	3 Years
Aide II (Dietary)	Monthly	2291.25	2338.38		
	Hourly	14.10	14.39		
Aide II (Trainee)	Monthly	2119.00			
	Hourly	13.04			
Potwasher/Porter	Monthly	2292.88	2338.38		
	Hourly	14.11	14.39		
Potwasher/Porter	Monthly	2249.00			
	Hourly	13.84			
Cook I	Monthly	2946.13	2985.13		
	Hourly	18.13	18.37		
Cook II	Monthly	2691.00	2739.75		
	Hourly	16.56	16.86		
Cleaner II	Monthly	2265.25	2338.38		
	Hourly	13.94	14.39		
Cleaner II (Trainee)	Monthly	2179.13			
	Hourly	13.41			
Storeperson	Monthly	2484.63	2531.75		
	Hourly	15.29	15.58		
Storeperson (Trainee)	Monthly	2320.50			
	Hourly	14.28			
Electrician	Monthly	2988.38	3074.50		
	Hourly	18.39	18.92		
Maint. Mech. I	Monthly	2899.00	2985.13		
	Hourly	17.84	18.37		
Maint. Mech. II	Monthly	2663.38	2739.75		
	Hourly	16.39	16.86		
Orderly I	Monthly	2552.88			
	Hourly	15.71			
Orderly II	Monthly	2372.50	2414.75		
	Hourly	14.60	14.86		

Orderly II	Monthly	2292.88			
	Hourly	14.11			
R.N.A.	Monthly	2691.00	2708.88	2739.75	
	Hourly	16.56	16.67	16.86	
R.N.A.E.	Monthly	2691.00	2708.88	2739.75	
	Hourly	16.56	16.67	16.86	
Aide I - O.R.	Monthly	2239.25	2289.63	2338.38	
	Hourly	13.78	14.09	14.39	
Aide I - SPDD	Monthly	2239.25	2289.63	2338.38	
	Hourly	13.78	14.09	14.39	
Aide I - Physio	Monthly	2239.25	2289.63	2338.38	
	Hourly	13.78	14.09	14.39	
Aide I (Trainee)	Monthly	2138.50			
	Hourly	13.16			
N.R.N.A.	Monthly	2669.88	2695.88	2713.75	2739.75
	Hourly	16.43	16.59	16.70	16.86
SPDD Technician	Monthly	2669.88	2695.88	2713.75	2739.75
	Hourly	16.43	16.59	16.70	16.86

LETTER OF INTENT

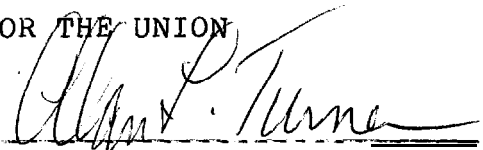
Re: Liability Insurance

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

FOR THE HOSPITAL



FOR THE UNION



LETTER OF AGREEMENT

Re:ger Issue

The matter of non-emergency pager calls to Maintenance staff during their 30 minute meal break will be addressed through a number of management and scheduling processes including:


1. Advising switchboard to direct Electrician calls to the Supervisor in Maintenance during lunch periods whenever feasible.
2. Department Heads will be advised by Maintenance Department management to these endeavours and to limit **pager** calls during break periods to those of an emergency nature.
3. The lunch schedule for Maintenance Mechanics will be adjusted to provide, whenever feasible, for alternate lunch periods with the employee on lunch giving the pager to the other Maintenance Mechanic.

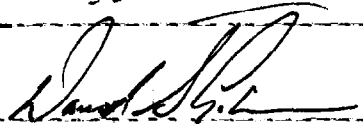
This action is being taken to ensure adherence to the provisions of Article 16.02(d) and its success will be reviewed and monitored by the Labour-Management Committee. Failure to achieve such adherence may result in the application of the appropriate overtime provisions of the collective agreement.

This action plan has been agreed to by all parties to resolve the matter of concern regarding pager calls as outlined above.

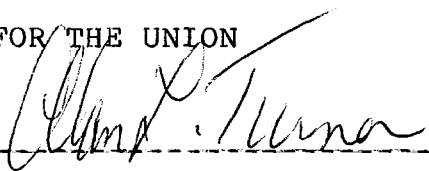
Agreed to on the 2nd day of October, 1992.

FOR THE HOSPITAL





FOR THE UNION



MEMORANDUM OF UNDERSTANDING

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

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

Signed at Toronto this 9th - day of June, 1993 *RL*

FOR THE PARTICIPATING LOCAL UNION/FOR THE PARTICIPATING HOSPITALS

<u><i>A.E. Ross</i></u>	<u><i>[Signature]</i></u>
<u><i>[Signature]</i></u>	<u><i>[Signature]</i></u>
<u><i>Linda Hattie Mann</i></u>	<u>_____</u>
<u><i>[Signature]</i></u>	<u>_____</u>
<u><i>[Signature]</i></u>	<u>_____</u>
<u><i>[Signature]</i></u>	<u>_____</u>
<u>_____</u>	<u>_____</u>