

278 Employees

Unit No. 185

COLLECTIVE AGREEMENT

BETWEEN

UNIVERSITY HEALTH NETWORK/PRINCESS MARGARET HOSPITAL  
(HEREINAFTER REFERRED TO AS "THE HOSPITAL")

- AND -

SERVICE EMPLOYEES INTERNATIONAL UNION  
LOCAL 204  
AFL-CIO-CLC  
(HEREINAFTER REFERRED TO AS "THE UNION")

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## **ARTICLE 1 - PURPOSE**

- 1.01 The purpose of this Agreement is to establish an orderly collective bargaining relationship between the Hospital and the employees represented by the Union which will not interfere with the successful operation of the Princess Margaret Hospital as a public service institution intended to provide the finest hospital and clinical services to patients with cancer.
- 1.02 The parties agree to incorporate the new part-time Collective Agreement into the full-time agreement expiring October 10, 2001 by making special reference to those clauses which are exclusive to the part-time employees. Those clauses not specified will apply to both the full-time and part-time employees.

## **ARTICLE 2 - SCOPE AND RECOGNITION**

- 2.01 The Hospital recognizes the Union as the exclusive bargaining agent for all its employees in Metropolitan Toronto, save and except supervisors, persons above the rank of supervisor, registered nurses, graduate nurses, undergraduate nurses, paramedical personnel, scientific staff, persons engaged in research work, office and clerical staff, and students employed during the school vacation period.

## **ARTICLE 3 - MANAGEMENT RIGHTS**

- 3.01 The Union acknowledges that it is the exclusive function of the Hospital to:
- (a) maintain order, discipline and efficiency;
  - (b) hire, discharge, direct, classify, transfer, promote, demote, layoff and suspend or otherwise discipline employees provided that a claim of discriminatory classification, promotion or transfer or a claim that an employee who has completed the probationary period has been unjustly discharged or disciplined may be the subject of a grievance and dealt with in accordance with the Grievance Procedure;
  - (c) establish and enforce rules and regulations to be observed by employees, provided that they are not inconsistent with the provisions of this Agreement.
  - (d) generally to manage and operate the Hospital in all respects in accordance with its obligations and without restricting the generality of the foregoing, to determine the kinds and locations of machines, equipment to be used, the allocation and number of

employees required from time to time, the standards of performance for all employees and all other matters concerning the Hospital's operations, not otherwise specifically dealt with elsewhere in this Agreement;

- (e) successfully operate the Institute and the Hospital as a public institution intended to provide the finest hospital and clinical services to patients with cancer, which will not be interfered with by this Agreement.

## **ARTICLE 4 - DEFINITIONS**

### **4.01 Temporary Employees**

Employees may be hired for a specified term, not to exceed six (6) months, to replace an employee on leave or to perform a special non-recurring task. This term may be extended a further six (6) months on mutual agreement of the Union, employee and Hospital or by the Hospital on its own up to 12 months where the leave of the person being replaced extends that far. The period of employment of such persons will not exceed the absentee's leave. The release or discharge of such persons shall not be the subject of a grievance or arbitration. In addition, notwithstanding any other provision of this Agreement, such persons will not be eligible for any benefits during their period of temporary employment.

This clause would not preclude such employees from using the job posting provision under the Collective Agreement but only after they have been employed for greater than three (3) months and any successful applicant who has completed his probationary period will be credited with the appropriate seniority.

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

- 4.02 The word "employee" or "employees" wherever used in this Agreement shall mean only the employees in the bargaining unit defined above.

Employees regularly working more than twenty-four (24) hours per week but less than thirty-seven and one-half (37.5) hours per week shall be entitled to all the conditions of this Agreement on a pro rata basis as a portion against time worked in comparison to full-time employees, e.g. thirty (30) hours per week employees will receive three-quarters (3/4) of all benefits such as sick leave, vacations, statutory holiday leave, etc., and the equivalent hourly rate for the applicable job classification.

4.03 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 during the term of 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. 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 along with the names for whom 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 and the benefits accruing from membership in the Union. The Hospital shall advise the Union monthly as to the names of the persons listed for interview and the time and place on the premises of the Hospital designated for each such interview, the duration of which shall not exceed fifteen (15) minutes. The Hospital may, if it so desires, have a representative present at any such interview.

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

## **ARTICLE 6 - NO STRIKE/LOCK-OUT**

6.01 There shall be no strikes or lockouts so long as this Collective Agreement continues to operate. The word "strike" and the word "lock-out" shall have the meaning as set forth in the Labour Relations Act, as amended from time to time.

## **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. The Hospital agrees to recognize one (1) part-time member on the grievance committee.
- (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.

### **7.02 Union Stewards**

- (a) The Hospital agrees to recognize nine (9) 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. There will be no more than one (1) union steward from each department with Inpatient Nursing and Ambulatory Care being considered separate departments for the purposes of this Article only. The Hospital agrees to recognize one (1) part-time steward and an alternate.
- (b) It is agreed that one (1) of the nine (9) Stewards will be appointed or elected by the Union and recognized by the Hospital as Chief Steward. 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 the 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.

#### 7.03 Central Bargaining Committee

- (a) In the event the parties to this Agreement agree to negotiate for its renewal through the process of central bargaining, it is agreed that one (1) representative from this bargaining unit may be entitled to a leave of absence to attend either the central negotiations (including caucuses) or only the central union caucuses (including reasonable travel time).

It is understood and agreed that the leave of absence for attendance at such caucuses shall not be for more than one (1) day exclusive of reasonable travel time for each scheduled negotiation session between the Central Negotiating Committees.

Leave for attendance at the central union caucuses shall be subject to the same terms and conditions for leave for attendance at negotiations under the provisions of the Collective Agreement.

- (b) In future central bargaining between the Service Employees International Union and the Participating Hospitals (including the Princess Margaret Hospital) 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. In no case will more than one (1) employee from the Hospital be entitled to such payment. The



Union shall advise the Hospitals' Central Negotiating Committee, before negotiations commence of the name of the employee from his Hospital, if any, who is serving on the Unions' Central Negotiating Committee and will also notify the Hospital.

#### 7.04 Local Negotiating Committee

- (a) The Hospital agrees to recognize a Negotiating Committee comprising of five (5) members to be elected, or appointed from amongst employees in the bargaining unit who have completed their probationary period. The Hospital agrees to recognize one (1) part-time member on the negotiating committee.
- (b) Where the Hospital participates in central bargaining, the purpose of the Local Negotiating Committee shall be to negotiate local issues as defined.
- (c) Where the Hospital does not participate in central bargaining, the purpose of the Local Negotiating Committee shall be to negotiate a renewal of this Collective Agreement.
- (d) The Hospital agrees that the members of the Local 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 Local Negotiating Committee from having the assistance of any representative of the Union when negotiating with the Hospital.
- (f) The Hospital agrees that if a negotiating meeting prior to conciliation or arbitration lasts for four (4) hours or more, that members of the negotiating committee who are scheduled to work the shift immediately following the commencement of the meeting will not be required to report for work provided they notify the Hospital of such intention.

#### 7.05 Union-Management Committee

There shall be a Union-Management Committee comprised of three (3) representatives of the Union, one of whom shall be the Chief Steward or his appointee, and three (3) representatives of the Hospital, one of whom shall be the Vice President, Human Resources or his appointee. The Committee shall meet at times mutually agreed on provided there is business for their joint consideration. Either party may write to the other requesting a meeting and setting out in the letter a written agenda which must be provided at least three (3) days prior to the meeting day.

The function of the Committee shall be to discuss matters of mutual concern to the parties, but it is understood and agreed that the Committee shall not discuss grievances or matters which should be properly brought before the Hospital's Health and Safety Committee. The Hospital agrees to add one member from the part-time unit. Additional members can be asked to participate should they be needed in special circumstances.

## **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, to the presence of his/her Steward provided the Steward is available at the time. In the case of suspension or discharge, the Hospital shall notify the employee of this 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.

- a.04 It is the mutual desire of the parties hereto that complaints shall be adjusted as quickly as possible and it is understood that an employee has no grievance until he has first given his immediate supervisor the opportunity of adjusting his complaint. The grievor may have the assistance of a Union Steward if he so desires.

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

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

### Step 1

The employee shall submit the grievance, in writing, and signed by him, to his immediate supervisor. The employee

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

### Step 2

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

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

### Step 3

Within five (5) days following the decision in the immediately preceding step, the grievance shall be submitted in writing to the Chief Executive Officer of the Hospital or his designated 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 bypassed.

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, then each one would be entitled to grieve separately, they may

present a Group Grievance, in writing, signed by 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.

Subject to Article 8.08 below, 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, or
- (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 the 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 (2) 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 Whenever 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.
- 8.18 The time limits set out in the Grievance and Arbitration Procedure herein are mandatory and failure to comply, strictly with such time limits, except by the mutual agreement of the parties, shall result in the grievance being deemed to have been abandoned subject only to the provisions of Section 44(6) of the Labour Relations Act with respect to all time limits other than the initial time frame for filing a grievance. It is agreed that Section 44(6) of the Labour Relations Act does not apply in respect to the initial time frame for filing a grievance under this Collective Agreement.

## **ARTICLE 9 - SENIORITY**

### **9.01 Probationary Period**

A new employee will be considered on probation until he has completed forty-five (45) days of work (three hundred and thirty-seven and one-half (337.5) hours of work in the case of employees working other than seven and one-half (7 1/2) hour shifts) in the bargaining unit. Upon completion of the probationary period, he shall be credited with seniority

dating back to his date of last hire in the bargaining unit. With the written consent of the Hospital, the probationary employee and the President of the Local Union or his 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. The parties agree that such standard amounts to a lesser standard than just cause in accordance with the provisions of the Labour Relations Act, and that such action by the hospital is not subject to the grievance and arbitration procedures and does not constitute a difference between the parties.

- 9.02 Employees will accumulate seniority on the basis of their continuous service in the bargaining unit from the date of last hire in the bargaining unit, except as otherwise provided herein. Seniority will operate on a bargaining unit wide basis.

Part-time employees will accumulate seniority on the basis of one (1) year's seniority for each 1725 hours worked in the bargaining unit as of the last date of hire.

For purposes of accumulation of seniority, transfer of seniority and service, progression on the wage grid and progression on the vacation schedule, all part-time employees' service and seniority shall be converted on the following basis:

$$\frac{\text{Employee's hours of service} \times 1725}{1950}$$

9.03 Loss of Seniority

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

- (a) employee quits;
- (b) employee is discharged and the discharge is not reversed through the Grievance or 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) 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.

#### 9.04 Effect of Absence

Unless otherwise provided in the 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 is participating for the period of absence, except that the Hospital will continue to pay its share of the premiums for up to eighteen (18) months while an employee is in receipt of W.C.B. benefits. Notwithstanding this provision, service shall accrue for a period of fifteen (15) weeks if an employee's absence is due to a disability resulting in W.C.B. benefits.
- (c) It is further understood that during such unpaid absence, credit for seniority for purposes of promotion, demotion, transfer or layoff shall be suspended and not accrue during the period of absence. Notwithstanding this provision seniority shall accrue for a period of eighteen (18) months if an employee's absence is due to a disability resulting in W.C.B. benefits or LTD benefits or for a period of one (1) year if an employee's unpaid absence is due to an illness.

9.05 Seniority List

The Hospital agrees to provide the Union with a copy of the current seniority list showing the seniority date of each employee in the bargaining unit during the months of January and July during the term of this Agreement. Copies of such seniority lists will be posted on the bulletin boards.

9.06 It shall be the obligation of employees to notify the Hospital of any change in address or telephone number. The Hospital shall be entitled to rely on the last address and telephone number furnished by the employee for all purposes.

**ARTICLE 10 - JOB SECURITY**

10.01 (a) Staff Planning Committee

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

(b) In addition to that, and to any other planning committee in the Hospital of a more broadly representation 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 two representatives of the Hospital and two representatives from the Union.

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.

### 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 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.

10.02 (a) Notice of Layoff

In the event of a proposed layoff at the Hospital of a permanent or long-term nature or the elimination of a position within the bargaining unit, the Hospital shall:

- (i) provide the union with no less than five (5) months' written notice of the proposal lay-off or elimination of position; and
- (ii) provide to the affected employee(s), if any, who will be laid off with no less than five (5) months' written notice of lay-off, or pay in lieu thereof.

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

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

- (i) the reassignment of the employee is to an appropriate permanent job with the employer having regard to the employee's skills, abilities, qualification and training or training requirements;
- (ii) the reassignment of the employee does not result in a reduction of the employee's wage

rate of hours of work;

- (iii) the job to which the employee is reassigned is located at the employees original work site or at a nearby site in terms of relative accessibility for the employee;
- (iv) the job to which the employee is reassigned is on the same or substantially similar shift or shift rotations; and
- (v) where more than one employee is to be reassigned in accordance with this provision, the reassigned employees shall be entitled to select from the available appropriate vacancies to which they are being reassigned in order of seniority provided no such selection causes or would cause a lay-off or bumping.

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

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

### 10.03 Severance and Retirement Options

- (a) (i) Where an employee resigns within 30 days after receiving notice of lay-off pursuant to Article 10.02(a)(ii) that his or her position will be eliminated, he or she shall be entitled to a separation allowance of two (2) weeks' salary for each year of continuous service to a maximum of twelve (12) weeks' pay, and, on production of receipts from an approved educational program, within twelve (12) months of resignation, may be reimbursed for tuition fees up to a maximum of three thousand (\$3,000) dollars.
- (ii) Where an employee resigns later than 30 days after receiving notice pursuant to Article 10.02 (a)(ii) that his or her position will be eliminated, he or she shall be entitled to a separation allowance of four (4) weeks' salary, and, on production of receipts from an approved educational program, within twelve (12) months of resignation, may be reimbursed for tuition fees up to a maximum

of one thousand two hundred and fifty  
(\$1,250) dollars.

- (b) Prior to issuing notice of lay-off pursuant to Article 10.02 (a)(ii) in any classification(s), the Hospital will offer early-retirement allowance to a sufficient number of employees eligible for early retirement under the HOOPP within the classification(s) in order of seniority, to the extent that the maximum number of employees within a classification who elect early retirement is equivalent to the number of employees within the classification(s) who would otherwise receive notice of lay-off under Article 10.02 (a)(ii).
  
- (c) 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 two (2) 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.
  
- (d) A full-time employee who has completed one year of service and
  - (i) whose layoff is permanent, or

- (ii) who is laid off for twenty-six (26) weeks in any fifty-two (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 (2) 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 recall rights are still in effect. Once an employee does opt to receive the severance payment, he shall be deemed to have resigned, and his recall rights shall be extinguished.

10.04 Layoff and Recall

- (a) In the event of layoff, 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 layoff shall have the right to either:
  - (i) accept the layoff; 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 layoff can perform the duties of the lower or identical classification without training other than orientation. Such employee so displaced shall be laid off.

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

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

- (c) An employee shall have opportunity of recall from a lay-off to an available opening in order of seniority, provided he has the ability to perform the work before such opening is filled on a regular basis under a job posting procedure. The posting procedure in the collective agreement shall not apply until the recall process has been completed.
- (d) In determining the ability of an employee to perform the work for the purposes of the paragraphs above, the Hospital shall not act in an arbitrary or unfair manner.
- (e) An employee recalled to work in a different classification from which he was laid off shall have the privilege of returning to the position he held prior to the layoff 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 layoff or notice of layoff shall be given preference for temporary vacancies which are expected to exceed ten (10) working days. An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on layoff.
- (i) No full-time employee within the bargaining unit shall be laid off by reason of his duties being assigned to one or more part-time employees.
- (j) In the event that a layoff 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 layoff commenced.
- (k) A laid-off employee shall retain the rights of recall for a period of twenty-four (24) months from the day of layoff.

10.05 Benefits on Layoff

In the event of a layoff 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 layoff 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. The posting shall stipulate the qualifications, classification, rate of pay, department and shift and a copy shall be provided to the Chief Steward. All applications are to be made in writing within the posting period.

An employee interested in transferring to another job or department may complete a Request for Transfer form and forward it to the Human Resources department to keep on file. This Request for Transfer shall become active as of the date it is received by the Hospital and shall remain so until December 31 of the current calendar year. Such request will be considered as applications for posted vacancies.

- 11.02 Employees shall be selected for positions under either Article 11.01 or 11.02 on the basis of their skill, ability, experience and qualifications. Where these factors are, in the opinion of the Hospital, 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 the unsuccessful applicants will be notified.
- 11.03 Vacancies which are not expected to exceed six (6) months will not be posted and may be filled at the discretion of the Hospital.
- 11.04 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.
- 11.05 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 from the date they last were assigned to their present job, unless otherwise mutually agreed.
- 11.06 The successful applicant will be placed in the vacancy for a trial period not exceeding fifteen (15) 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.



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

## **ARTICLE 12 - WORK OF THE BARGAINING UNIT**

12.01 Supervisors excluded from the Bargaining Unit shall not perform the duties normally performed by employees in the bargaining unit which shall directly cause or result in the lay-off of employees in the bargaining unit.

### **12.02 No Contracting Out**

(a) 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.

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

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

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

(c) On requested by the Union the Hospital will undertake to review contracted services which fall within the work of the bargaining unit. The purpose of the review will be to determine the practicality of increasing the

degree to which bargaining unit employees may be utilized to deliver such services in the future. The Hospital further agrees that the results of their review will be submitted to the Staff Planning Committee for its consideration.

12.03 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.

**ARTICLE 13 - TECHNOLOGICAL CHANGE**

13.01 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.

13.02 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 affects (if any) upon the employees concerned.

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

13.04 Employees who are pregnant shall not be required to operate VDTs if in the professional opinion of the employee's doctor this would be hazardous. 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.

- 13.05 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 14 - LEAVES OF ABSENCE**

### 14.01 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, step-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 and grandchild.

### 14.02 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 at the Hospital may be granted upon written application by the employee to the Administration of the Hospital. It is further understood and agreed that the Hospital will, wherever its occupational 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 require new employment qualifications, the Hospital shall pay the full costs associated with the courses.

### 14.03 Jury and Witness Duty

If an employee is required to serve as a juror in any court of law, or is required to attend as a witness in

a court proceeding in which the Crown is a party, or is required by subpoena to attend a court of law or Coroners 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 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.

In addition to the foregoing, where an employee is required by subpoena to attend a court of law or Coroners 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, 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 rates 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.

14.04

#### Pregnancy Leave

- (a) Pregnancy leave will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision. The service requirement for eligibility for pregnancy leave shall be thirteen (13) weeks of continuous service.
- (b) The employee shall give written notification at least two (2) weeks in advance of the date of

commencement of such leave and the expected date of return. At such time she shall also furnish the Hospital with the certificate of a legally qualified medical practitioner stating the expected birth date.

- (c) The Employee shall reconfirm her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Hospital at least two (2) weeks in advance thereof.
- (d) An employee who is on pregnancy leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance pregnancy benefits pursuant to Section 22 of the Employment Insurance Act, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between ninety-three percent (93%) of her regular weekly earnings and the sum of her weekly Employment Insurance benefits and any other earnings. Such payment shall commence following completion of the two-week Employment Insurance waiting period, and receipt by the Hospital of the employee's Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance pregnancy benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours plus any wage increase or salary increment that she would be entitled to if she were not on pregnancy leave.

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

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

- (e) Credits for service and seniority shall accumulate for a period of up to seventeen (17) weeks while an employee is on pregnancy leave.
- (f) The Hospital will continue to pay its share of the contributions of the subsidized employee

benefits, including pension, in which the employee is participating for a period of up to seventeen (17) weeks while the employee is on pregnancy leave. The Hospital will also continue to pay the percentage in lieu of benefits and will register these benefits as part of the Supplemental Unemployment Insurance Benefit Plan with the Canada Employment Insurance Commission (Part-time employees only).

- (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.

14.05 Parental Leave - Full-time

- (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 (2) weeks prior to the termination of the initially approved leave.

- (e) **An** employee shall reconfirm his 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.

- (f) An employee who is on parental leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance parental benefits pursuant to Section 23 of the Employment Insurance Act, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between ninety-three percent (93%) of her regular weekly earnings and the sum of her weekly Employment Insurance benefits and any other earnings. Such payment shall commence following completion of the two-week Employment Insurance waiting period, and receipt by the Hospital of the employee's Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance parental benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of ten (10) weeks. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours plus any wage increase or salary increment that she would be entitled to if she were not on parental leave.

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

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

- (f) Credits for service and seniority shall accumulate for a period of up to eighteen (18) weeks while an employee is on parental leave.
- (g) (i) 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.
- (ii) The Hospital will continue to pay its share of the contributions of the pension plan in which the employee is participating, for a period of up to seventeen (17) weeks while the employee is on pregnancy leave.

### Part-time

The Hospital will also continue to pay the percentage in lieu of benefits for a period of up to ten (10) weeks. The Hospital will register these benefits as part of the Supplemental Unemployment Insurance Benefit Plan with the Canada Employment Insurance Commission.

- (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.

### 14.06 Full-time Union Office

Upon application by the Union, in writing, the Hospital will give reasonable consideration to a request for a leave of absence, without pay, to an employee elected or appointed to full-time Union office. It is understood that no more than one (1) employee in the bargaining unit may be on such leave at the same time. Such leave, if granted, shall be for a period of one (1) calendar year (in the case of the Union President two (2) calendar years) from the date of appointment unless extended for a further specific period by agreement of the parties. Seniority and service shall accumulate during such leave to the maximum provided, if any, under the provisions of the Collective Agreement. It **will** become the responsibility of the employee for full payment of any applicable benefits in which the employee is participating during such leave of absence. It is agreed that for the purposes of workers' compensation coverage, such employees are deemed to be employed by the Union.

It is understood that such leave will be granted with due regard to the proper coverage in the department from which the employee is requesting the leave.

### 14.07 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) No more than two (2) employees may be off at the same time under this Article and no more than one (1) employee from a department may be off at the same time under this Article. The total number of cumulative days of leave that may be granted under this Article for the whole bargaining unit is twenty-five (25) per year. It is understood that such leave will be granted with due regard to the proper coverage in those departments from which the Union is requesting leave for the employees.

14.08      Personal Leave

- (a) The Hospital may grant leave of absence without pay to an employee for legitimate personal reasons established to the satisfaction of the Hospital. A request for such leave shall be made in writing to the employee's Department Head as far in advance as possible but in the case of a requested leave for a period in excess of thirty (30) days, the request in writing must be made to the Vice President, Human Resources. The application must clearly state the reason for the requested leave of absence and the duration of such absence.
- (b) Employees who are on leave of absence will not engage in gainful employment on such leave, and if an employee does engage in gainful employment while on such leave of absence, he will forfeit all seniority rights and his employment with the Hospital shall be deemed to be terminated.

**ARTICLE 15 - HOURS OF WORK**

15.01      Daily and Weekly Hours of Work

- (a) The regular work week shall average thirty-seven and one-half (37.5) hours (exclusive of meal times) for each employee during bi-weekly pay periods or such other hours as may be agreed to by the parties in respect of specific groups of employees. 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) An employee shall not be required to work more than seven and one-half (7.5) hours within an eight (8) hour period after commencing work or such other hours as may be agreed to by the parties in respect of specific groups of employees.

- (c) Employees must report to their respective supervisors in uniform and remain in uniform for the full working shift.
- (d) Each employee shall be allowed thirty (30) minutes for meals on his own time and such thirty (30) minute period shall normally be a continuous uninterrupted period of time. The Hospital will decide when the meal periods are to be taken by the employees.
- (e) Employees' work schedules shall be posted two (2) weeks in advance of the schedule becoming effective where practicable.

15.02 Rest Periods

Employees will be entitled to two (2) rest periods of fifteen (15) minutes duration per shift whereby one (1) will be scheduled each full half scheduled shift. The Hospital will decide when the rest periods are to be taken by the employees.

15.03 Time Off Between Shifts

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

15.04 Weekends Off

In scheduling shifts, the Hospital will endeavour to arrange schedules so as to provide for a minimum of eight (8) weekends off in every twenty-four (24) week period, and, in any event, at least one (1) weekend off in each three (3) week period. Where a weekend off is not granted within a three (3) week period, time worked on such third weekend but not subsequent weekends shall be paid at the rate of time and one-half unless the Hospital, notwithstanding its best efforts, was unable to meet this standard. This standard shall not apply where:

- (a) Such weekend work was performed by the employee to satisfy specified 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 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.

- 15.05 The Hospital may allow exchange of shifts at the request of two (2) employees provided such change in posted time schedules be submitted in writing by both employees and that the Hospital's approval is obtained in advance and that no overtime premium is paid as a result of such exchange and no additional cost to the Hospital result from such exchange of shifts.

## **ARTICLE 16 - PREMIUM PAYMENT**

### 16.01 Definition of Regular Straight Time Rate of Pay

For the purposes of calculating any benefit or money payment under this Agreement to which an employee is entitled, the regular straight time rate of pay is that prescribed in Wage Schedule "A" of this Agreement.

### 16.02 Definition of Overtime (Overtime Premium)

- (a) (i) Subject to subclause (ii) below, authorized work performed in excess of seven and one-half (7.5) hours in a tour of duty or seventy-five (75) hours in a bi-weekly pay period will be counted as overtime work and will be paid at the rate of time and one-half the employee's regular straight time rate of pay.
- (ii) In the case of employees assigned to work extended tours, i.e. shifts of more than seven and one-half (7.5) hours, authorized work performed in excess of the extended tour and one hundred and fifty (150) hours in a four (4) week pay period will be counted as overtime work and will be paid at the rate of time and one-half the employee's regular

straight time rate of pay.

- (b) It is understood and acknowledged that the Hospital has the right to require employees to perform reasonable authorized overtime work and the Union hereby gives its consent to such overtime pursuant to the Employment Standards Act.
- (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 workweek and also as hours for which the overtime premium is paid.
- (e) Overtime premium will not be paid for the additional hours worked as a result of change-over to daylight saving from standard time or vice-versa.

Note: The intention of this change is to pay employees for actual hours worked at their straight time hourly rate i.e. spring 6.5 hr., fall 8.5 hr.

16.03 Reporting Pay

Full-time employees who report for any scheduled shift will be guaranteed at least four (4) hours of work or, if no work is available, will be paid at least four (4) hours except when work is not available due to conditions beyond the control of the Hospital. The reporting allowance outlined as herein shall not apply whenever an employee has received not less than one (1) hour's prior notice not to report for work.

16.04 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 standby pay in the amount of two dollars and ten cents (\$2.10) per hour for all hours on standby.
- (b) Standby pay, however, shall not be payable for the period when an employee is called in to work, and works during the period of Standby.

16.05 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.

16.06 Responsibility Outside the Bargaining Unit

When the Hospital temporarily assigns an employee to carry out the assigned responsibilities of a higher paying classification outside the bargaining unit for a period in excess of one-half (1/2) of one (1) shift, the employee shall receive an allowance of three dollars (\$3.00) for each shift from the time of the assignment.

16.07 Where an employee has worked accumulated approved overtime hours (other than overtime hours related to paid holidays) such employee shall have the option of electing payment at the applicable overtime rate or time off equivalent to the applicable overtime rate (i.e. where the applicable rate is time and one-half (½) then time off shall be at one and one-half times. Where an employee chooses the latter option, such time off must be taken within the succeeding two (2) pay periods of the occurrence of the overtime at a time mutually agreeable to the Hospital and the employee, or payment in accordance with the former option shall be made.

16.08 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 (1/2) 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) above. If a second call takes place after four (4) hours have elapsed from the time of the first call, it shall be subject to a second call-back premium but in no case shall an employee collect two (2) call-back premiums within one (1) such four (4) hour period, and to the extent that a call-back overlaps and extends into the hours of his regular shift, (a) above 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 than of two and one-half (2.5) 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 (1.5) his straight time hourly rate, subject to the other provisions set out above.

16.09 Paid Time to Working Time

Employees absent on approved leave, paid by the Employer or by the Workers' Compensation Board, shall for the purposes of computing overtime pay during the work schedule in which the absence occurred, be considered as having worked their regularly scheduled hours during such leave of absence. No pyramiding shall result from the application of this provision.

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

16.10 Weekend Premium

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

**ARTICLE 17 - ALLOWANCES**

17.01 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.

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.

17.02 The Hospital's present practice with respect to

uniforms will be continued during the lifetime of this Agreement.

17.03 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, or at any time while on standby, the Hospital will pay transportation costs either by taxi or by her own vehicle at the rate of thirty-five cents (35 cents) per mile (to a maximum of fourteen dollars (\$14.00)) or such greater amount as the Hospital may in its discretion determine for each trip between the aforementioned hours. The employee will provide to the Hospital satisfactory proof of payment of such taxi fare.

**ARTICLE 18 - HEALTH AND SAFETY**

18.01 Accident Prevention - Health and Safety Committee

- (a) The Hospital and the Union agree that they mutually desire to maintain standards of safety and health in the Hospital in order to prevent accidents, injury and illness.
- (b) Recognizing its responsibilities under the applicable legislation, the Hospital agrees to accept as a member of its Accident Prevention - Health and Safety Committee, at least one (1) representative selected or appointed by the Union amongst bargaining unit employees.
- (c) Such Committee shall identify potential dangers and hazards, institute means of improving health and safety programs and recommend actions to be taken to improve conditions related to safety and health.
- (d) The Hospital agrees to co-operate reasonably in providing necessary information to enable the Committee to fulfill its functions.
- (e) Meetings shall be held every second month or more frequently at the call of the chair if required. The Committee shall maintain Minutes of all meetings and make the same available for review.
- (f) Any representative appointed or selected in

accordance with (b) hereof shall serve for a term of one (1) calendar year from the date of appointment which may be renewed for further periods of one (1) year. Time off for such representative(s) to attend meetings of the Accident Prevention - Health and Safety Committee in accordance with the foregoing shall be granted and time so spent attending such meetings shall be deemed to be work time for which the representative 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 14.04. It is understood that the word "feasible" as set out above does not include bumping.
- (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 vaccine to Hepatitis B Surface Antigen.

18.02 Protective Clothing

The Hospital agrees to continue its present practices with respect to the provision of protective clothing and safety devices to employees, where applicable, subject to the provisions 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.

The Hospital will provide thirty-five dollars (\$35.00) annually in the month of February to each full-time employee who is required by the Hospital to wear safety footwear during the course of his duties. The Hospital will provide \$35.00 per year to each part-time employee who has achieved 862.5 hours of service and who is required by the Hospital to wear safety footwear during the course of his duties.



**ARTICLE 19 - PAID HOLIDAYS**

19.01 There shall be twelve (12) holidays and these holidays are set out below:

- |                |                  |
|----------------|------------------|
| New Year's Day | Labour Day       |
| Good Friday    | Thanksgiving Day |
| Victoria Day   | Boxing Day       |
| Canada Day     | Christmas Day    |
| Civic Holiday  |                  |

In addition, an employee who has completed six (6) months of continuous full-time employment with the Hospital prior to July 1st of the contract year shall be entitled to one (1) float holiday. In addition, an employee who has completed six (6) months of continuous full-time employment with the Hospital prior to September 30th of the contract year shall be entitled to one (1) float holiday. In addition, an employee who has completed six (6) months of continuous full-time employment with the Hospital prior to December 31st of the contract year, shall be entitled to one (1) float holiday. Float days are to be arranged by mutual agreement between the Hospital and the employee and are to be taken in the calendar year in which they are earned. Arrangements for scheduling any outstanding float days must be made prior to October 1st of each year. The float days will be non-premium holidays. Should the Hospital be required to observe an additional paid holiday as a result of legislation, it is understood that one of the existing float holidays shall be established as the legislated holiday after discussion with the Union, so that the Hospital's obligation to provide the number of paid holidays as noted above remains unchanged. Those employees who have taken the relevant float holiday prior to the proclamation of the new statutory holiday shall be deemed to have taken the newly proclaimed day.

19.02 An employee who is required to work on any of the above named holidays will receive pay at the rate of time and one-half the employee's regular straight time rate for work performed on such holiday and, in addition, where the employee qualifies for the holiday with pay in accordance with Article 19.03, such employee will receive a lieu day on a day that is mutually agreeable to the Hospital and the employee. Provided the Hospital's agreement is obtained, an employee who is required to work on any of the above named holidays may elect to take holiday pay for the day in substitution for a lieu day.

19.03 In order to qualify for a holiday with pay on each of the days listed in Article 19.01, an employee must work the regular scheduled working day immediately prior to and the regular scheduled working day immediately

following the holiday unless he is absent due to vacation, or illness originating in the current or previous pay period in which the holiday occurs or is on leave of absence on Union business, all of which must be authorized by the Hospital.

19.04 **An** employee who is absent on any of the above named holidays after being required to work forfeits all pay for that day unless his absence was due to illness verified by a doctor's certificate in which case the employee will receive straight time for such holiday provided he meets the qualifying conditions set out in Article 19.03 above.

19.05 If one of the above named holidays occurs on an employee's regular day off or during his vacation period, the employee will receive an additional day off in lieu thereof provided he qualifies for the holiday in accordance with Article 19.03 above.

19.06 It is agreed that if a shift commences on or before the designated holiday that such shift will not be considered as a shift scheduled for the designated holiday unless the majority of the hours scheduled on such shift occur on the designated holiday.

19.07 In cases where less than seven and one-half (7.5) hours are worked on such holiday, the employee will secure the full day's pay for the holiday, plus time and one-half the employee's regular rate for any and all hours worked on such day.

## **ARTICLE 20 - VACATIONS**

20.01 Vacation entitlement shall be as follows:

- (a) Employees who have completed less than three (3) years of full-time continuous service, shall be entitled to earn vacation credits at the rate of 6.25 hours for each calendar month of service. A part-time employee who has completed less than 5,175 hours of continuous service shall receive 4% of gross earnings.
- (b) Employees who have completed three (3) or more years of full-time continuous service shall be entitled to earn vacation credits on the basis of 9.375 hours for each calendar month of service commencing with the month after which the employee completed three (3) years of continuous full-time service.

A part-time employee who has completed 5,175 hours but less than 13,800 hours of continuous service

shall receive 6% of gross earnings.

- (c) Employees who have completed eight (8) or more years of full-time continuous service but less than fifteen (15) years of full-time continuous service shall be entitled to earn vacation credits on the basis of 12.5 hours for each calendar month of service commencing with the month after which the employee completed eight (8) years of continuous full-time service. A part-time employee who has completed 13,800 hours but less than 25,875 hours of continuous service shall receive 8% of gross earnings.
- (d) Employees who have completed fifteen (15) or more years of full-time continuous service but less than twenty-five (25) years of continuous full-time service shall be entitled to earn vacation credits on the basis of 15.625 hours for each calendar month of service commencing with the month after which the employee has completed fifteen (15) years of full-time continuous service. A part-time employee who has completed 25,875 hours but less than 43,125 hours of continuous service shall receive 10% of gross earnings.
- (e) Employees who have completed twenty-five (25) or more years of full-time continuous service shall be entitled to earn vacation credits on the basis of 18.75 hours for each calendar month of service commencing with the month after which the employee has completed twenty-five (25) years of full-time continuous service. A part-time employee who has completed 43,125 hours of continuous service or more shall receive 12% of gross earnings.

For the purpose of this article, gross earnings include, in part, percentage in lieu of benefits and exclude vacation pay.

20.02 It is understood and agreed that the Hospital will give every consideration to an employee's preference as to the timing of his vacation but, of necessity, the Hospital must reserve the right to the final decision as to the scheduling of vacations.

20.03 Vacations may be taken at any time of the year that is mutually acceptable to the parties. **An** employee may take his entire earned vacation entitlement at one time subject, however, to an employee taking no more than one hundred and fifty (150) hours of earned vacation entitlement during the peak vacation period.

20.04 Earned vacation credits may not be utilized during an employee's probationary period.

- 20.05 Earned vacation credits may be accumulated to a maximum of one and one-half (1.5) times an employee's annual entitlement.
- 20.06 Requests for vacation for the peak vacation period June 15 to September 15 - shall be submitted in writing by March 1st each year. Approved vacation schedules will then be posted by April 15th. Vacation requests outside the peak vacation period shall be submitted in writing at least four (4) weeks prior to the requested time off.
- 20.07 In the event of a conflict in vacation requests within a department for the peak vacation period (June 15 to September 15) bargaining unit seniority among the employees concerned will be the deciding factor. An employee may exercise his seniority only once in respect of the peak vacation period. "
- 20.08 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 a 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.
- 20.09 Commencing January 1, 2000, part-time employees vacation pay is to be available on every pay cheque.
- 20.10 A part-time employee will not be granted vacation during the Christmas and New Year period. Any changes to this arrangement is at the discretion of the Manager/Supervisor.

## **ARTICLE 21 - HEALTH AND INSURED BENEFITS**

- 21.01 The Hospital agrees, during the term of the Collective Agreement, to contribute towards the premium coverage of participating eligible employees in the active employ of the Hospital under the insurance plans set out below subject to their respective terms and conditions including any enrolment requirements.
- (a) The Hospital agrees to pay one hundred percent (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) Extended Health

The Hospital agrees to contribute seventy-five percent (75%) of the billed premium towards coverage of eligible employees in the active employ of the Hospital for standard coverage under the Blue Cross Extended Health Care Benefits or comparable coverage with another carrier providing for fifteen dollars (\$15.00) (single) and twenty-five dollars (\$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 ninety dollars (\$90.00) every twenty-four (24) months) as well as a hearing aide allowance (lifetime maximum five hundred dollars (\$500.00) per individual).

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

(c) Group Life Insurance

The Hospital agrees to contribute ninety percent (90%) of the billed premium towards coverage of eligible employees in the active employ of the Hospital under the Group Life Insurance Plan currently in effect providing the balance of the monthly premium is paid by the employee through payroll deduction.

(d) Dental

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 amended from time to time providing the balance of the monthly premium is paid by the employee through payroll deduction.

(e) The policy of the Hospital to make available pension coverage for its employees subject to the provisions of the plan will be continued during the term of this Agreement.

(f) Benefits on Early Retirement

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

21.02 For newly hired employees, coverage as set out in Article 21.01 shall be effective the first billing date in the month following the month in which the employee was first employed in respect of the plans listed in Articles 21.01(a) and (b) and the first billing date in the fourth month following the month in which the employee was first employed for the remaining plans listed in Article 21.01. In every instance this is subject to any enrolment or other requirements of the particular plans.

21.03 The Hospital may substitute another carrier for any of the foregoing plans (other than O.H.I.P.) provided that the level of benefits conferred thereby are comparable. The Hospital will advise the Union of any change in carrier or underwriter as soon as practicable prior to implementing a change in carrier.

21.04 The parties agree that any and all divisible surplus, or excess, credits or refunds, or reimbursement 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 payment 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 of the foregoing, the Ontario Health Insurance Act or any legislation amending or replacing such Act in whole or in part.

21.05 Benefits for Part-Time Employees

A part-time employee shall receive in lieu of all fringe benefits being those benefits to an employee, paid in whole or in part by the Hospital as part of direct compensation or otherwise, including holiday pay, save and except salary, vacation pay, standby pay, call back pay, reporting pay, responsibility allowance,

jury and witness duty, bereavement pay and maternity supplemental unemployment 'benefits, an amount equal to 14% of his/her regular straight time hourly rate for all straight time hours paid.

## **ARTICLE 22 - INJURY AND DISABILITY**

### 22.01 Workers' Compensation Injury

Absence for sickness or accident compensable by the Workers' Compensation Board will not be charged against the sick leave credits. The Employer will pay the employee's wages for the day of the accident.

### 22.02 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 23 - SICK LEAVE**

23.01 Pay for sick leave is for the sole and only purpose of protecting an employee against loss of regular income when he is legitimately ill and unable to work and will be granted on the following basis:

- (a) Each employee shall be eligible for 11.25 hours of sick credits each month provided the employee worked and/or received paid leave from the Hospital for at least seventy-five (75) hours in that month. Such credits will be cumulative and shall be paid as set out above as long as sick pay credits are available.
- (b) It is understood and agreed that no sick leave will be allowed during an employee's probationary period. Should the employee remain in the employ of the Employer after completion of his probationary period, he will be credited with 33.75 hours of sick leave credits.
- (c) The employee may be required to produce proof of sickness in the form of a medical certificate satisfactory to the Hospital for an absence of any duration and must do so as well as report to the Department of Occupational Health when returning to duty after an absence of three (3) days or more. If the hospital requires an employee to obtain a medical certificate, the Hospital shall pay the full cost of any medical

certificates.

- (d) Employees shall not be entitled to sick leave for sickness or accident compensable by the Workers' Compensation Board.

23.02 An employee with accumulated sick leave credits who 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 may, on application to the Hospital, supplement the award made by the Workers' Compensation Board for his loss of wages by such amount that the award of the Workers' Compensation Board for loss of wages together with the supplementation will equal one hundred percent (100%) of the employee's net earnings to the limit of his accumulated sick leave credits. This supplementation, where available will be drawn from the employee's accumulated sick leave credits. Employees may also utilize such sick leave credits while awaiting approval of a claim for Workers' Compensation.

23.03 Long Term Disability Plan

Effective August 1, 1989, the Hospital agrees to pay seventy-five percent (75%) of the monthly premium towards coverage of eligible employees under the Hospital's existing Long Term Disability Plan. Prior to August 1989, the premiums for this Plan will be paid by the employees.

All newly hired employees who have completed their probationary period must obtain coverage under this Plan in accordance with its terms and conditions and pay their share of the appropriate monthly premium through payroll deduction. Employees who are already covered by the Plan shall maintain their membership in the Plan in accordance with its terms and conditions and continue to make their share of monthly premium payments through payroll deduction.

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.

23.04 To qualify and be paid sick leave from credits accumulated, an employee must notify his supervisor or designate at least two (2) hours prior to his scheduled starting time if on the day shift and four (4) hours prior to his scheduled starting time if on the evening



or night shift except in extenuating circumstances. 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 payment is made from accumulated sick leave credits.

23.05 An employee who is returning to work after being absent due to illness must notify his supervisor or designate that he will be returning to work prior to the start of the shift he is returning to work on as follows:

by 1430 hours if returning to work on the day shift the following day;

by 1130 hours if returning to work the evening shift the same day; and

by 1530 hours if returning to work the night shift commencing the same day.

The foregoing applies to employees who are replaced when absent. In the case of employees who are not replaced when absent, departmental practice will apply with respect to notification of return to work.

23.06 Unemployment Insurance Rebate

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

## **ARTICLE 24 - COMPENSATION**

24.01 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.

24.02 Promotion to a Higher Classification

When an employee is promoted to a higher rated classification within the bargaining unit, he will be placed in the range of the higher rate classification so that he shall receive no less an increase in wage rate than the equivalent of one (1) step in the wage rate of his previous classification (provided that he does not exceed the wage rate of the classification to which he has been promoted).

24.03 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 (1/2) 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.

24.04 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.

24.05 Subject to the provisions of Article 24.01 the wage\* rates in effect for the duration of this Collective Agreement shall be as set forth in Schedule "A" attached to and forming part of this Collective Agreement.

24.06 Pay shortages of ten dollars (\$10.00) or less will be corrected on the following pay day and pay shortages of more than ten dollars (\$10.00) will be corrected as soon as practicable thereafter, however, before the next pay day.

## **ARTICLE 25 - BULLETIN BOARDS**

25.01 The Hospital will provide bulletin board space in four (4) areas mutually agreed upon for the purpose of posting notices regarding meetings and other matters restricted to Union activity. All such notices must be signed by an officer of the local union and submitted to the Vice President, Human Resources or his designate for approval prior to being posted.

## **ARTICLE 26 - COST OF PRINTING**

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

## **ARTICLE 27 - LOCKER FACILITIES**

27.01 Locker facilities will be provided when they are available for employees.

## **ARTICLE 28 - R.P.N. PROOF OF CERTIFICATION**

28.02 A Registered Nursing Assistant is required to present to the Director of Nursing or her designate, before February 15th of each year, her current Certificate of Competence. Such time shall be extended for reasons satisfactory to the Hospital.

## **ARTICLE 29 - DURATION**

29.01 This Agreement shall continue in effect until "October 10, 2001 and shall remain in effect from year to year thereafter unless either party gives the other party not more than ninety (90) days before the date of termination written notice of termination or desire to amend the Agreement.

29.02 In the event of such notification being given as to amendment of the Agreement, negotiations between the parties shall begin within thirty (30) days or as mutually agreed to following such notification.

29.03 If, pursuant to such negotiations an agreement on the renewal or amendment of this Agreement is not reached prior to the current expiration date, this Agreement shall automatically be extended until consummation of a new Agreement or completion of the proceedings prescribed under the Labour Relations Act of the Province of Ontario, and the Hospital Labour Disputes Arbitration Act, as amended from time to time.

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

It is understood and agreed that "local matters" means those matters which have been determined by mutual agreement between the Central Negotiating Committee

respectively representing each of the parties to this Agreement as being subjects for local bargaining directly between the parties to this Agreement. It is also agreed that local bargaining shall be subject to such procedures as may be determined by mutual agreement between the Central Negotiating Committee referred to above.

### **ARTICLE 30 - DISCIPLINARY NOTICES**

- 30.01 Each employee shall have reasonable access to his/her personnel file for the purpose of reviewing any evaluations or formal disciplinary notations contained therein, in the presence of the Director, Labour Relations or designate.
- 30.02 All letters of discipline shall be removed from the Human Resources Department files after 24 months provided that the record remains discipline free for the 24 months.

### **ARTICLE 31 - WASH-UP TIME**

- 31.01 The Hospital will continue the present practice in those departments where there is wash-up time.

### **ARTICLE 32- CASUAL EMPLOYEES**

- 32.01 Within any three (3) month period, an employee must be available for 50% of the shifts he/she has made himself available for in advance. Failure to meet this requirement may result in termination.

Dated at Toronto, Ontario this 8th day of August, 2001.

FOR THE HOSPITAL

Victor Trotman

Andrew Zimmer

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FOR THE UNION

[Signature]

Jack Madden

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SCHEDULE "A"

OCI/PMH S.E.I.U. SALARY SCALES  
EFFECTIVE OCTOBER 11, 2000

|  | Wkly<br>Hrs | Step 1<br>Start | Step 2<br>After<br>1 Year | Step 3<br>After<br>2 Years |
|--|-------------|-----------------|---------------------------|----------------------------|
| Seamstress/ Linen Attendant,<br>Nutrition Aide, Cleaner,<br>Porter, Nutrition Porter,<br>Animal Attendant I,<br>Mail Clerk, Central<br>Dispatch Aide, Patient<br>Care Aide, Support<br>Partner | 37.5        | 15.49           | 15.64                     | 15.81                      |
| Glasswasher - Research   | 35.0        | 15.60           | 15.84                     | 15.96                      |
| Storesperson,<br>Receiver,   | 37.5        | 16.23           | 16.38                     | 16.53                      |
| Driver, Printer  | 37.5        | 16.28           | 16.42                     | 16.61                      |
| Cook,<br>Animal Attendant II,<br>Mechanical Helper<br>Sr. Storesperson   | 37.5        | 16.55           | 16.72                     | 16.86                      |
| Lead Hand,<br>Glasswashing<br>(Research)   | 35.0        | 17.40           | 17.54                     | 17.70                      |
| Shift Building Operator  | 37.5        | 18.11           | 18.26                     | 18.39                      |
| RPN/PCT, RPN   | 37.5        | 18.36           | 18.51                     | 18.70                      |
| Senior Building<br>Operator  | 37.5        | 18.53           | 18.64                     | 18.85                      |
| Carpenter, Painter<br>(max. Step 2)  | 37.5        | 18.82           | 18.91                     | 19.16                      |
| Lead Hand, Building<br>Operator  | 37.5        | 19.23           | 19.41                     | 19.58                      |
| Senior Carpenter   | 37.5        | 19.53           | 19.72                     | 19.89                      |
| Electrician, Plumber   | 37.5        | 19.86           | 20.03                     | 20.23                      |
| Senior Animal Attendant III  | 37.5        | 19.46           | 20.21                     | 20.94                      |

APPENDIX "A"

MEMORANDUM OF UNDERSTANDING

Re: Shift Premium

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

This letter is to confirm the parties understanding that the 11:00 a.m. to 7:00 p.m. shift would not be eligible for shift premium payments.

Dated at Toronto, Ontario this 8<sup>th</sup> day of August, 2001.

FOR THE HOSPITAL

Victor Lotman

Andrew Zilka

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FOR THE UNION

[Signature]

Jack Muehan

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APPENDIX "B"

MEMORANDUM OF UNDERSTANDING

Re: Overtime

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

This Letter is to confirm the parties understanding that the applicable clause of the Collective Agreement which will govern overtime in the case of Registered Nursing Assistants who work a mix of extended tours and 7 2 hour tours is Article 16.02 (a)(ii).

Dated at Toronto, Ontario this 5th day of August, 2001.

**FOR THE HOSPITAL**

Victor Fortman

Andrew Ziller

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**FOR THE UNION**

[Signature]

Jack Mackinn

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APPENDIX "C"

MEMORANDUM OF UNDERSTANDING

Re: Liability Insurance

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

This Letter is to confirm the parties understanding that employees are covered by the Hospital's liability insurance policy according to the terms and conditions stated in the Policy.

Dated at Toronto, Ontario this 8<sup>th</sup> day of August 001.

FOR THE HOSPITAL

Victor Iotman

Andrew Zilman

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FOR THE UNION

~~Jack Macken~~

Jack Macken

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APPENDIX "D"  
MEMORANDUM OF UNDERSTANDING

Re: Splitting of Days Off

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

This Letter is to confirm the parties understanding that changes in scheduling which would result in split days off will not be made unless there has been a full discussion of the reasons for the change with the employees affected and the Union and a subsequent reaffirmation of the decision.

Dated at Toronto, Ontario this 8th day of August, 2001.

FOR THE HOSPITAL

Victor Fortman  
Andrew Gillen  
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FOR THE UNION

[Signature]  
Jack McKeen  
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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.

Dated at Toronto, Ontario this 8th day of A 2001.

FOR THE HOSPITAL

Victor Tooman

Andrew Yim

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FOR THE UNION

[Signature]

Jack Mackeen

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