

942 employees

COLLECTIVE AGREEMENT

BETWEEN

THE NORTH YORK GENERAL HOSPITAL

AND

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

OFFICE AND CLERICAL EMPLOYEES
(FULL-TIME & PART-TIME)

SERVICE EMPLOYEES
(FULL-TIME & PART-TIME)

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THE COLLECTIVE AGREEMENT MADE

BETWEEN:

THE NORTH YORK GENERAL HOSPITAL
(hereinafter called the "Hospital")

AND

SERVICE EMPLOYEES INTERNATIONAL, UNION, LOCAL 204
A.F.L., C.I.O., C.L.C.
(hereinafter called the "Union")

ARTICLE 1 - PURPOSE

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

ARTICLE 2 - SCOPE AND RECOGNITION

2.01 The Hospital recognizes the Union as the sole bargaining agent for all employees at The North York General Hospital in Metropolitan Toronto, Ontario, save and except professional medical staff, registered, graduate and undergraduate nurses, paramedical employees, supervisors, persons above the rank of supervisor, secretaries to: President, Vice-president, Medical Affairs; Vice-president Human Resources; Vice-president, Financial Services, Vice-president, Hospital and Information Services; Vice-president, Support Service; Vice-President, patient Services; Personnel Assistant, Benefit Co-ordinator, Personnel Records Clerks; Clerk-Typist, Personnel; clerk-typist Nurses; Nursing Staffing Assistant; Senior Payroll Technicians; Accounting clerk-General Accounts; Assistant Accountant; Computer Operators Students employed during the school vacation period and employees in bargaining units for which any trade union held the bargaining rights as of September 3, 1985, that being the date of application for certification. For purposes of clarity; it is understood that the Personnel Assistant, Benefits Co-ordinator, Personnel Records Clerks, Clerk-Typist Personnel, Nursing Staffing Assistant, Clerk-Typist Nursing, Senior Payroll Technicians, Accounting Clerk-General Accounts, Assistant Accountant and Computer Operators. Students employed during the school vacation period and persons covered by subsisting Collective Agreements.

2.02 For the purposes of clarity, "office and clerical employees" includes "Unit Clerks".

ARTICLE 3 - MANAGEMENT RIGHTS

3.01 The Union acknowledges that the Management of the Hospital and the direction of working forces are fixed exclusively in the Hospital and shall remain solely with the Hospital and without limiting the generality of the foregoing, that it is the exclusive function of the Hospital to:

- (a) maintain order, discipline and efficiency;
- (b) hire, assign, retire, discharge, direct, classify, transfer, promote, demote, layoff and recall and suspend and otherwise discipline employees provided that if an employee claims that he has been discharged or disciplined without just cause, a grievance may be filed and dealt with in accordance with the grievance procedure;
- (c) establish and enforce rules and regulations to be observed by the employees, provided that they are not inconsistent with the provisions of this Agreement;
- (d) to determine the kinds and locations of machines and equipment to be used, the allocation and number of employees required from time to time; the standard of performance of all employees.

The Hospital agrees that such rights shall not contravene the provisions of this Agreement.

ARTICLE 4 - DEFINITIONS

4.01 Temporary Employees

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

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

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

4.02 Gender

Where the masculine pronoun is used in this Agreement, it shall mean and include the feminine pronoun where the context so applies.

ARTICLE 5 - UNION SECURITY

5.01 Union Dues

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

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

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

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

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

5.02 Interview Period

It is mutually agreed that upon commencement of employment all new employees will be advised of the existence of the Union and the conditions surrounding their employment. It is also mutually agreed that a Union Representative will be given the opportunity of interviewing each new employee once upon the completion of their probationary employment for the purpose of further informing such employee of the existence of the Union in the Hospital and ascertaining whether the employee wishes to become a member of the Union. The Hospital shall advise the Union monthly as to the names of the persons to be interviewed and shall designate the time and place for such interview, the duration of which shall not exceed fifteen minutes. The interview shall take place on the Hospital premises, in a room designated by the Hospital, and the employees shall report to this room for interview, during the interview period.

5.03 Employee Lists

Dues deducted shall be remitted to the Secretary Treasurer of the local Union on or before the 25th day, if possible, but not later than the last day of the month in which they were deducted. In remitting such dues, the Hospital shall provide a list of employees from whom deductions were made and their work site (if the bargaining unit covers more than one site) and the employees social insurance number. The list shall also include deletions and additions from the preceding month highlighting new hires, resignations, terminations, new unpaid leave of absence of greater than one (1) month and returns from leaves of absence. If the hospital agrees to provide the union with the information in an electronic format, the parties will meet to discuss the format in which the information will be set out. The Hospital also agrees to provide the Union with employee addresses on an annual basis. The Union agrees to keep the Hospital harmless from any claims against it by an employee which arise out of any deduction or information provided under this Article.

5.04 Income Tax T-4 Slips

The Hospital will provide each employee with a T-4 supplementary slip showing the dues deducted in the previous year for income tax purposes.

ARTICLE 6 - NO STRIKE/LOCKOUT

6.01 The Union agrees there shall be no strikes and the Hospital agrees there shall be no lockouts so long as this agreement continues to operate. The terms "strike" and "lockout" shall bear the meaning given them in the Ontario Labour Relations Act.

ARTICLE 7 - UNION REPRESENTATION AND COMMITTEES

7.01 Grievance Committee

- (a) The Hospital will recognize a Grievance Committee composed of the Chief Steward and no more than one (1) employee selected by the Union who have completed their probationary period. A general representative of the Union may be present at any meeting of the Committee. The purpose of the Committee is to deal with complaints or grievances as set out in this Collective Agreement.
- (b) The Union shall keep the Hospital notified in writing of the names of the members of the Grievance Committee appointed or selected under this Article as well as the effective date of their respective appointments.
- (c) A Committee member shall suffer no loss of earnings for time spent during their regular scheduled working hours in attending grievance meetings with the Hospital up to, but not

including arbitration. The number of employees on the Grievance Committee shall be determined locally.

7.02 Union Stewards

- (a) The Hospital agrees to recognize Union Stewards to be elected or appointed from amongst employees in the bargaining unit who have completed their probationary period for the purpose of dealing with Union business as provided under this Collective Agreement.
- (b) The Chief Stewards may be appointed or elected. The Chief Stewards may, in the absence of any steward, assist in the presentation of any grievance, or with any steward function.
- (c) The Union shall keep the Hospital notified in writing of the names of Union Stewards appointed or selected under this Article as well as the effective date of their respective appointments.
- (d) It is agreed that Union Stewards have their regular duties and responsibilities to perform for the Hospital and shall not leave their regular duties without first obtaining permission from their immediate supervisor. If, in the performance of his duties, a Union Steward is required to enter an area within the Hospital in which he is not originally employed he shall report his presence to the supervisor in the area immediately upon entering it. Such permission shall not be unreasonably withheld. When resuming his regular duties and responsibilities, such Steward shall again report to his immediate supervisor. A Union Steward shall suffer no loss of earnings for time spent in performing the above duties during his regular scheduled working hours.
- (e) Nothing in this Article shall preclude full-time stewards from representing part-time employees and vice versa.
- (f) The Hospital acknowledges the right of the Union to appoint or otherwise select twenty (20) stewards, two of whom shall be Chief Stewards.

7.03 Central Bargaining Committee

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

It is understood and agreed that the maximum number of Union Central Negotiating Committee members entitled to payment under this provision shall be eight (8) and in no case will more than one employee

from a hospital be entitled to such payment.

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

It is understood that this clause does not apply to a hospital that is not participating in Central Bargaining.

7.04 Local Negotiating Committee

- (a) The Hospital agrees to recognize a Negotiating Committee comprising of seven (7) members to be elected, or appointed from amongst employees in the bargaining unit, who have completed their probationary period.
- (b) Where the Hospital participates in central bargaining, the purpose of the Negotiating Committee shall be to negotiate local issues as defined.
- (c) Where the Hospital does not participate in central bargaining, the purpose of the Negotiating Committee shall be to negotiate a renewal of this Collective Agreement.
- (d) The Hospital agrees that the members of the Negotiating Committee shall suffer no loss of earnings for time spent during their regular scheduled working hours in attending such negotiating meetings with the Hospital up to, but not including, arbitration.
- (e) Nothing in this provision is intended to preclude the Union Negotiating Committee from having the assistance of any representatives of the Union when negotiating with the Hospital.
- (f) The number of employees on the Negotiating Committee shall be determined locally.

7.05 Labour-Management Committee

Where the parties mutually agree that there are matters of mutual concern and interest that would be beneficial if discussed at a Labour-Management Committee Meeting during the term of this Agreement, the following shall apply.

An equal number of representatives of each party as mutually agreed shall meet at a time and place mutually satisfactory. A request for a meeting hereunder will be made in writing prior to the date proposed and accompanied by an agenda of matters proposed to be discussed, which shall not include matters that are properly the subject of grievance or negotiations for the amendment or renewal of this agreement.

Any representative(s) attending such meetings during their regularly scheduled hours of work shall not lose regular earnings as a result of such attendance.

It is understood that joint meetings with other Labour-Management Committees in the Hospital may be scheduled concerning issues of mutually interest if satisfactory to all concerned.

It is agreed that the topic of the utilization of full-time and part-time staff is an appropriate topic for the Labour-Management Committee. The committee shall have access to work schedules and job postings upon request.

Where two or more agreements exist between a Hospital and SEIU the Committee may be a joint one representing employees under both agreements, unless otherwise agreed.

ARTICLE 8 - GRIEVANCE AND ARBITRATION

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

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

8.03 Right to Union Steward

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

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

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

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

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

Step 1

The employee shall submit the grievance, in writing, and signed by him, to the immediate Supervisor/Manager with a copy being sent to Human

Resources. The employee may be accompanied by a Union Steward. The Hospital will deliver its decision in writing within five (5) days following the day on which the written grievance was presented to him. The Union and the Hospital may meet to discuss the grievance at a time and place suitable to both parties. Failing settlement then:

Step 2

Within five (5) days following the decision in the immediately preceding step, the grievance shall be submitted in writing to Human Resources.

A meeting will then be held between *the* Hospital 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 2, 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 2 within ten (10) days following the circumstances giving rise to the grievance.

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

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

8.06 Group Grievance

Where a number of employees have identical grievances, and each one would be entitled to grieve separately, they may present a group grievance, in writing identifying each employee who is grieving, to the (designated by the Hospital); 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 2 of the grievance procedure to the Hospital within five (5) days following the date the discharge is effective.

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

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

8.08 (a) 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 2 is given, the grievance shall be deemed to have been abandoned.

- (b) The parties agree that it is their intent to resolve grievances without recourse to arbitration, wherever possible. Therefore, notwithstanding (a) above, the parties may, upon mutual agreement, engage the services of a mediator in an effort to resolve the grievance and may extend the time limits for the request for arbitration. The parties will share equally the fees and expenses, if any, of the mediator.

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

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

- (b) Notwithstanding (a) above, the parties may, upon mutual agreement, agree to a sole arbitrator who shall proceed by way of mediation-arbitration. The party making the request shall do so in writing and at the same time, it shall propose the name of a sole arbitrator. Within five (5) calendar days thereafter, the other party shall agree in writing or propose an alternate name(s). If there is no agreement within ten (10) calendar days, the Minister of Labour shall have the power to effect such appointment upon application thereto by the party invoking the arbitration procedure. Once appointed, the sole arbitrator shall have all powers as set out in

Section 50 of the *Labour Relations Act* including the power to impose a settlement and to limit evidence and submissions.

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

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

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

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

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

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

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

ARTICLE 9 - SENIORITY

9.01 Probationary Period

Full-Time Employees

A new employee will be considered on probation until he has completed forty-five (45) days of work within any twelve (12) calendar months. Upon completion of the probationary period, he shall be credited with seniority equal to forty-five working days. With the written consent of the Hospital, the probationary employee, and the President of the Local Union or designate, such probationary period may be extended. Any extension agreed to will be in writing and will specify the length of the extension. The release or discharge of an employee during the probationary period shall not be the subject of a grievance or arbitration.

Part-Time Employees

A new employee will be considered on probation until he has completed 337.5 hours of work within any twelve calendar months. Upon completion of the probationary period he shall be credited with seniority equal to 337.5 hours of work. With the written consent of the Hospital, the

probationary employee, and the president of the Local Union or designate, such probationary period may be extended. Any extension agreed to will be in writing and will specify the length of the extension. The release or discharge of an employee during the probationary period shall not be the subject of a grievance or arbitration.

9.02 Definition of Seniority

Full-Time Employees:

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

Seniority will operate on a bargaining unit wide basis.

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

Part-Time Employees:

Part-time employees will accumulate seniority on the basis of one (1) years seniority for each 1725 hours worked in the bargaining unit as of the last date of hire, except as otherwise provided herein.

Seniority will operate on a bargaining unit wide basis.

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

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 as at October 10, 1986 on the following basis;

Employees hours of service X 1725 = Converted hours of service
1950

9.03 Transfer of Service and Seniority

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

(18) months while an employee is in receipt of W.S.I.B. benefits. Notwithstanding this provision, service shall accrue for a period of fifteen (15) weeks if an employee's absence is due to a disability resulting in W.S.I.B. benefits.

Effective October 11, 2002, the Hospital will continue to pay its share of the premiums up to thirty (30) months while an employee is in receipt of WSIB or LTD benefits. Such payment shall also continue while an employee is on sick leave (including the Employment Insurance Period) to a maximum of thirty (30) months from the time the absence commenced.

- (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 thirty (30) months if an employee's absence is due to a disability resulting in W.S.I.B. benefits or LTD benefits, or for a period of one (1) year if an employee's unpaid absence is due to an illness.

Effective October 11, 2002, seniority shall accrue for a period of thirty (30) months if an employees absence is due to a disability resulting in WSIB or LTD benefits or while an employee is on sick leave (including the Employment Insurance Period).

Part-time Employees:

Part-time employees shall accrue seniority for a period of eighteen (18) months and service for a period of fifteen (15) weeks if absent due to a disability resulting in W.S.I.B. benefits, on the basis of what the employees normal regular hours or work would have been.

Effective October 11, 2002, part-time employees shall accrue seniority for a period of thirty (30) months and service for a period of fifteen (15) weeks if absent due to a disability resulting in WSIB benefits, on the basis of what the employee s normal regular hours of work would have been.

9.06 Seniority lists shall be published annually and a copy of the same will be given to the Union. The Hospital will supply the Union with monthly lists of employees commencing or terminating their employment with the Hospital during the month. Seniority lists shall be provided to each department once per year.

9.07 Transfer and Seniority outside the Bargaining Unit

For employees transferred out of the bargaining unit, the following shall apply:

- (a) It is understood that an employee shall not be transferred by the Hospital to a position outside the bargaining unit without his consent except in the case of temporary assignments not exceeding 6 months. Such employees on temporary assignments shall remain members of the bargaining unit.

- (b) **An** employee who is transferred to a position outside the bargaining unit shall not, subject to (c) below, accumulate seniority. In the event the employee is returned by the Hospital to a position in the bargaining unit he shall be credited with the seniority held at the time of transfer and resume accumulation from the date of his return to the bargaining unit.
- (c) In the event an employee transferred out of the bargaining unit under (b) above is returned to the bargaining unit within a period of six (6) calendar months he shall accumulate seniority during the period of time outside the bargaining unit.

ARTICLE 10 - JOB SECURITY

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

(b) Staff Planning Committee

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

- (i) identifying and proposing possible alternatives to any action that the hospital may propose taking;
- (ii) identifying and seeking ways to address the retraining needs of employees;
- (iii) identifying vacant positions within the Hospital for which surplus members of the bargaining unit might qualify, or such positions which are currently filled but which are expected to become vacant within a twelve (12) month period.

Composition and Meetings

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

Meetings of the Committee shall be held during normal working hours. Representatives attending such meetings shall be deemed to be work time for which the representative(s) shall be paid by the Hospital at his or her regular or premium rate as may be applicable. 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.

It is understood that all of the above shall be completed in a timely manner.

10.02 Notice of Layoff

(a) Notice

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

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

- (b) A layoff shall not include a reassignment of an employee from her or his classification or area of assignment who would otherwise be entitled to notice of layoff provided:
- (i) the reassignment of the employee is to an appropriate permanent job with the employer having regard to the employee's skills, abilities, qualification and training or training requirements;
 - (ii) the reassignment of the employee does not result in a reduction of the employee's wage rate or hours of work.
 - (iii) the job to which the employee is reassigned is located at the employee's 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
 - (iv) 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 cause or would cause a layoff or bumping.

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

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

10.03 Severance and Retirement Options

(a) Severance Pay

- (i) Where an employee resigns within 30 days after receiving notice of layoff pursuant to article 10.02(a)(ii) that his or her position will be eliminated, he or she will 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 will 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) Retirement Allowance

- (i) Prior to issuing notice of layoff pursuant to article 10.02 (a)(ii) in any classification(s), the Hospital will offer early-retirement allowance to a sufficient number of employees eligible for early retirement under H00PP 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 layoff under Article 10.02 (a)(ii).
- (ii) 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 equals to \$1,000.00 for every year less than age 65, to a maximum of \$5,000.00.

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

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

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

10.04 Regional Staff Planning Committees

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

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

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

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

10.05 Lay-off and Recall

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

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

In the event that there are no employees with lesser seniority in lower or identical paying classifications as defined in this Article, a laid off employee will have the right to displace an employee with lesser seniority, who is the least senior employee in a classification where the straight time

hourly rate at the level of service corresponding to that of the laid off employee is within 7% of the laid off employee's straight time hourly rate provided he can perform the duties without training other than orientation. Such employee so displaced shall be laid off.

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

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

- (i) No full-time employee within the bargaining unit shall be laid off by reason of his/her duties being assigned to one or more part-time employees.
- (j) In the event that a lay-off commenced on the day immediately following a paid holiday, an employee otherwise qualified for holiday pay shall not be disentitled thereto solely because of the day on which the lay-off commenced.
- (k) A laid off employee shall retain the rights of recall for a period of twenty-four (24) months from the date of lay-off.

10.06 Benefits on Lay-off

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

ARTICLE 11 - JOB POSTING

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

11.02 The postings referred to in Article 11.01 shall stipulate the qualifications, classification, rate of pay, department and shift and a copy shall be provided to the Chief Steward.

11.03 Employees shall be selected for positions under Article 11.01 on the basis of their ability, experience and qualifications. Where these factors are relatively equal amongst the employees considered, seniority shall govern providing the successful applicant, if any, is qualified to perform the available work. The name of the successful applicant will be posted on the bulletin board and unsuccessful applicants will be notified.

11.04 (a) Where there are no successful full-time applicants from within this bargaining unit for positions referred to in Article 11.01 and 11.02, part-time employees in the bargaining unit at the Hospital will be considered for such positions prior to considering persons not employed by the Hospital. The employees eligible for consideration shall be limited to those employees who have applied for the position in accordance with Article 11.01 and 11.02, and selection shall be made in accordance with Article 11.03 above.

(b) Where there are no successful part-time applicants from within this bargaining unit for positions referred to in Article

11.01 and 11.02, full-time employees in the bargaining unit at the Hospital will be considered for such positions prior to considering persons not employed by the Hospital. The employees eligible for consideration shall be limited to those employees who have applied for the position in accordance with Article 11.01 and 11.02, and selection shall be made in accordance with Article 11.03 above.

11.05 Vacancies which are not expected to exceed six (6) months will not be posted and may be filled at the discretion of the Hospital. In filling such vacancies consideration shall be given to part-time employees in SEIU service bargaining units who have recorded their interest in writing, prior to considering persons not employed by the Hospital. In considering such part-time employees the criteria for selection in 11.03 shall apply. Part-time employees selected to fill a vacancy under this Article will continue to maintain their part-time status and upon completion of the assignment the employee will return to his former position.

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

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

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

ARTICLE 12 - NO CONTRACTING OUT

12.01 The Hospital shall not contract out any work usually performed by members of the bargaining unit if, as a result of such contracting out, a layoff of any employees other than casual part-time employees results from such contracting out.

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

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

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

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

ARTICLE 13 - WORK OF THE BARGAINING UNIT

1301 Work of the Bargaining Unit

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

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

13.02 Employment Agencies

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

13.03 Volunteers

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

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

Full-time and Part-time

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

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

13.05 RPN Utilization

The Hospital and the Union shall meet to discuss the issues of RPN scope of practice and skill utilization.

ARTICLE 14 - TECHNOLOGICAL CHANGE

Full-time and Part-time

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

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

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

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

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

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

ARTICLE 15 - LEAVES OF ABSENCE

15.01 Bereavement Leave

An employee who notifies the Hospital as soon as possible following a bereavement shall be granted up to three (3) consecutive working days off, without loss of his regular pay for his regularly scheduled hours from the date of death up to and including the date of the funeral of a member of his immediate family. "Immediate family" means parent, brother, sister, spouse, son, daughter, son-in-law, daughter-in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent, grandchild, guardian or step-parent. The Hospital, in its discretion, may extend such leave with or without pay. Where an employee does not qualify under the above-noted conditions, the Hospital may, nevertheless, grant a paid bereavement leave. For the purpose of bereavement leave, the relationships specified in the preceding clause are deemed to include a common-law spouse and partner of the same sex.

15.02 Education Leave

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

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

15.03 Jury and Witness Duty

Full-Time

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

(i) notifies the Hospital immediately on the employee's notification that he will be required to attend at court;

(ii) presents proof of service requiring the employee's attendance;

(iii) deposits with the Hospital the full amount of compensation received excluding mileage, travelling and meal allowances and an official receipt thereof.

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

Part-Time

- (a) If an employee is required to serve as a juror in any court of law, or is required to attend as a witness in a court proceeding in which the Crown is a party, or is required by

subpoena to attend a court of law or coroner's inquest in connection with a case arising from the employee's duties at the Hospital, the employee shall not lose regular pay because of such attendance provided that the employee:

- (i) notifies the Hospital immediately on the employee's notification that he will be required to attend at court;
 - (ii) presents proof of service requiring the employee's attendance;
 - (iii) deposits with the Hospital the full amount of compensation received excluding mileage, travelling and meal allowances and an official receipt thereof.
- (b) In addition to the foregoing, where an employee is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the employee's duties at the Hospital on a day on which he has not been scheduled to work, he shall be paid for all hours actually spent at such hearing at his regular straight time hourly rate subject to the overtime provisions of the collective agreement and subject to the above.

15.04 Pregnancy Leave

Full-Time

- (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 on the basis of what the employees normal regular hours of work would have been.
- (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 as part of the Supplemental Unemployment Insurance Benefit Plan with the Canada Employment Insurance Commission.
- (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.

Part-Time

- (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 on the basis of what the employees normal regular hours of work would have been.
- (f) The Hospital will also continue to pay the percentage in lieu of benefits as part of the Supplemental Unemployment Insurance Benefit Plan with the Canada Employment Insurance Commission.
- (g) Subject to any changes to the employee's status which would have occurred had she not been on pregnancy leave, the employee shall be reinstated to her former duties, on the same shift in the same department, and at the same rate of pay.

15.05 Parental Leave

Full-Time

- (a) Parental 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 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.
- (d) **An** employee shall reconfirm his or her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Hospital at least two (2) weeks in advance thereof.
- (e) **An** employee who is on parental leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance parental benefits pursuant to Section 23 of the Employment Insurance Act, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between ninety-three percent (93%) of her regular weekly earnings and the sum of her weekly Employment Insurance benefits and any other earnings. Such payment shall commence following completion of the two-week Employment Insurance waiting period, and receipt by the Hospital of the employee's Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance parental benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of ten (10) weeks. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours plus any wage increase or salary increment that she would be entitled to if she were not on parental leave.

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

The employee does not have any vested right except to receive payments for the covered unemployment period. The plan

provides that payment in respect of guaranteed annual remuneration or 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 thirty-five (35) weeks after the parental leave began, if the employee also took pregnancy leave, and thirty-seven (37) weeks after the parental leave began otherwise, while an employee is on parental leave.
- (g) The Hospital will continue to pay its share of the premiums of the subsidized employee benefits, including pension, in which the employee is participating for a period of up to thirty-five (35) weeks after the parental leave began, if the employee also took pregnancy leave, and thirty-seven (37) weeks after the parental leave began otherwise, while the employee is on parental leave.
- (h) Subject to any changes to the employee's status which would have occurred had he or she not been on parental leave, the employee shall be reinstated to his or her former duties, on the same shift in the same department, and at the same rate of **pay**.

Part-Time

- (a) Parental 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 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.
- (d) **An** employee shall reconfirm his or her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Hospital at least two (2) weeks in advance thereof.
- (e) **An** employee who is on parental leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance parental benefits pursuant to Section 23 of the Employment Insurance Act, shall be paid a supplemental

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

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

The employee does not have any vested right except to receive payments for the covered unemployment period. The plan provides that payment in respect of guaranteed annual remuneration or 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 thirty-five (35) weeks after the parental leave began, if the employee also took pregnancy leave, and thirty-seven (37) weeks after the parental leave began otherwise, while an employee is on parental leave on the basis of what the employee's normal regular hours of work would have been.
- (g) 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 eighteen (18) weeks while the employee is on parental leave.

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.

15.06 Full-Time Union Office

Upon application by the Union, in writing, the Hospital will give reasonable consideration to a request for leave of absence, without pay, to an employee elected or appointed to full time Union Office. It is understood that not more than one (1) employee in the bargaining unit may be on such leave at the same time. Such leave, if granted, shall be for a period of one calendar year (in the case of the Union President, two (2) calendar years) from the date of appointment unless extended for a further specific period by agreement of the parties. Seniority and service shall accumulate during such leave to the maximum provided if any, under the provisions of the Collective Agreement. It will become the responsibility of the employee for full payment of any applicable benefits in which the employee is participating during such leave of absence.

15.07 Union Leave

- (a) The Hospital shall grant leave of absence without pay to employees to attend Union conventions, seminars, education classes or other Union business provided that such leave will not interfere with the efficient operation of the Hospital.
- (b) In requesting such leave of absence for an employee or employees, the Union must give at least twenty-one (21) days clear notice in writing to the Hospital.
- (c) The cumulative total leave of absence, the number of employees that may be absent at any one time from any one area, and the number of days of absence shall be as provided elsewhere in the current local sections of the Agreement (unless altered by local negotiations).
- (d) The total number of days shall not exceed thirty-five (35) days per twelve (12) month contract year. Not more than two (2) employees shall be absent at any one time and not more than one (1) from the same department.

15.08 Pre-Paid Leave Plan

Full-time and Part-time

The Hospital agrees to introduce a pre-paid leave program, funded solely by the employee subject to the following terms and conditions:

- (a) The plan is available to employee wishing to spread four (4) years salary over a five (5) year period, in accordance with Part LXVIII of the Income Tax Act Regulations, Section 6801, to enable them to take a one (1) year leave of absence following the four (4) years of salary deferral.
- (b) The employee must make written application to the Hospital at least six (6) months prior to the intended commencement date of the program (i.e. the salary deferral portion), stating the intended purpose of the leave.

- (c) The number of employees that may be absent at any one time shall be determined between the local parties. The year for purposes of the program shall be September 1 of one year to August 31 the following year or such other twelve (12) month period as may be agreed upon by the employee, the local Union and the Hospital.
- (d) Where there are more applications than spaces allotted, seniority shall govern.
- (e) During the four (4) year of salary deferral, 20% of the employee's gross annual earnings will be deducted and held for the employee and will not be accessible to the employee until the year of the leave or upon withdrawal from the plan.
- (f) The manner in which the deferred salary is held shall be at the discretion of the Hospital.
- (g) All deferred salary, plus accrued interest, if any, shall be paid to the employee at the commencement of the leave or in accordance with such other payment schedule as may be agreed upon between the Hospital and the employee.
- (h) All during the four (4) year of salary deferral benefits shall be kept whole. During the year of the leave, seniority shall accumulate. Service for the purpose of vacation and salary progression and other benefits will be retained but will not accumulate during the period of the leave. The employee shall become responsible for the full payment of premiums for any health and welfare benefits in which the employee is participating. Contributions to the Hospitals of Ontario Pension Plan will be in accordance with the plan. The employee will not be eligible to participate in the disability income plan during the year of the leave.
- (i) **An** employee may withdraw from the plan at any time during the deferral portion provided three (3) months notice is given to the Hospital. Deferred salary, plus accrued interest, if any, will be returned to the employee within a reasonable period of time.
- (j) If the employee terminates employment, the deferred salary held by the Hospital plus accrued interest, if any, will be returned to the employee within a reasonable period of time. In case of the employee's death, the funds will be paid to the employee's estate.
- (k) The Hospital will endeavour to find a temporary replacement for the employee as far in advance as practicable. If the Hospital is unable to find a suitable replacement, it may postpone the leave. The Hospital will give the employee as much notice as is reasonably possible. The employee will have the option of remaining in the Plan and rearranging the leave at a mutually agreeable time or of withdrawing from the plan and having the deferred salary, plus accrued interest, if any, paid out to the employee within a reasonable period of time.

- (1) The employee will be reinstated to his or her former position unless the position has been discontinued, in which case the employee shall be given a comparable job.
- (m) Final approval for entry into the pre-paid leave program will be subject to the employee entering in a formal agreement with the Hospital in order to authorize the Hospital to make the appropriate deductions from the employees pay. Such agreement will include:
 - (i) A statement that the employee is entering the pre-paid leave program in accordance with this Article of the Collective Agreement.
 - (ii) The period of salary deferral and the period for which the leave is requested.
 - (iii) The manner in which the deferred salary is to be held.

The letter of application from the employee to the Hospital to enter the prepaid leave program will be appended to and form part of the written agreement.

15.09 Personal Leave

Any employee may be granted a leave of absence without pay because of personal illness or for valid personal reasons. All applications for a leave of absence must be made in writing and submitted to the Manager for written approval.

ARTICLE 16 - HOURS OF WORK

16.01 Daily and Weekly Hours of Work

The normal daily hours shall be an eight (8) hour shift inclusive of a 1/2 hour meal break. The normal weekly hours shall be 37.5 hours. The meal period shall be uninterrupted except in cases of emergency.

16.02 Rest Periods

Full-Time

- (a) Employees will be provided rest periods of fifteen (15) minutes duration in each one-half shift and they shall also be afforded a period of five (5 minutes) at the end of each shift for the purpose of washing up at their place of employment.
- (b) When an employee performs authorized overtime work of at least three (3) hours duration, the Hospital will schedule a rest period of fifteen (15) minutes duration.

Part-Time

- (a) Part-time employees shall be entitled to a paid rest period of fifteen (15) minutes for each three and three-quarter (3 ¾) hours of work during their shift.
- (b) When an employee performs authorized overtime work of at least three (3) hours duration, the Hospital will schedule a rest period of fifteen (15) minutes duration.

16.03 Not applicable.

16.04 Weekends Off

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

- (i) Such weekend work was performed by the employee to satisfy specific days off requested by such employee; or
- (ii) such employee has requested weekend work, or was advised at the time of hire or when the job was posted that the regular schedule normally requires continuous weekend work; or
- (iii) such weekend is worked as a result of an exchange of shifts with another employee; or
- (iv) the Hospital is unable to comply due to a prohibition against scheduling split days off.

It is understood and agreed that there shall be no pyramiding of overtime premiums under the provisions of the Collective Agreement arising out of the foregoing undertakings.

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

16.05 Daylight to Standard

It is understood that the amount of regular pay for a full normal shift worked shall not be affected by reason of the change in the number of normal hours worked in consequence of such change from daylight saving time to standard time and vice versa.

16.06 In the event of shift cancellation the Hospital will endeavour to provide twelve (12) hours notice.

16.07 The Hospital will endeavour to post schedules at least four (4) weeks in advance.

ARTICLE 17 - PREMIUM PAYMENT

17.01 Definition of Regular Straight Time Rate of Pay

Full-time and Part-time

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

17.02 Definition of Overtime (Overtime Premium)

Full-Time

- (a) All work performed in excess of the daily hours (7.5 hours) or bi-weekly hours (75 hours) shall be deemed to be overtime work. Overtime shall be paid at time and one half the straight time hourly rate. No overtime will be paid where the time worked was as a result of an exchange of shifts between employees.
- (b) All work performed by an employee on his assigned day off shall be paid for at time and a half the regular straight-time rate of pay.
- (c) All hours worked in excess of 7.5 hours on a Sunday shall be paid for at the rate of twice the employee's regular straight time rate of pay.
- (d) It is understood and agreed that employees working on the night shifts who are instructed by the Hospital that they cannot leave their work station during their shift are to be paid 1 ½ times their regular straight time rate of pay for their meal breaks.

Part-Time

- (a) Employees shall be entitled to payment of time and one-half the employees basic straight time hourly rate for all authorized overtime work in excess of seven and one-half (7 ½) hours in a tour of duty or in excess of the average full-time hours of work over the period scheduled by the Hospital. Such period for this purpose shall not exceed two (2) weeks.
- (b) It is understood and acknowledged that the Hospital has the right to require employees to perform reasonable authorized overtime work.
- (c) Call-back shall not be considered as hours worked for purposes of this Article. Overtime premium will not be duplicated nor pyramided nor shall other premiums be duplicated nor pyramided nor shall the same hours worked be counted as part of the normal work week and also as hours for which the overtime premium is paid.

17.03 Reporting Pay

Full-Time

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 hour's prior notice not to report for work.

Full-time and Part-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.

17.04 Standby

An employee who is required to remain available for duty on standby at any time outside of the scheduled working hours for that particular employee shall receive the amount of two dollars and fifty cents (\$2.50) effective October 11, 2002 for each hour of standby provided that such employee be prepared to undertake his/her assigned duties as expeditiously as possible when requested to do so. When an employee is called in to work the standby allowance per shift shall remain payable.

17.05 Call Back

Full-time and Part-time

- (a) Where employees are 'called back to work after having completed a regular shift and prior to the commencement of their next regular shift they shall receive a minimum of four (4) hours of work or four (4) hours pay at the rate of time and one-half their regular hourly earnings. Where call-back is immediately prior to the commencement of their regular shift the call-back pay will only apply to the point of commencement of a regular shift at the rate of time and one-half after which they shall revert back to the regular shift.
- (b) Call-back pay shall cover all calls within the minimum four (4) hour period provided for under (a). If a second call takes place after four (4) hours have elapsed from the time of the first call, it shall be subject to a second call-back premium, but in no case shall an employee collect two call-back premiums within one such four (4) hour period, and

to the extent that a call-back overlaps and extends into the hours of his regular shift, (a) shall apply.

- (c) Notwithstanding the foregoing, an employee who has worked his full shift on a holiday and is called back shall receive the greater of 2 1/2 times his regular straight time hourly rate for all hours actually worked on such call-back or four (4) hours pay at time and one-half his straight time hourly rate, subject to the other provisions set out above.

17.06 Shift Premium

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

This amount shall increase to fifty-five (55) cents effective November 16, 2001, sixty (60) cents effective October 11, 2002 and sixty-five (65) cents effective October 11, 2003.

17.07 Responsibility Outside the Bargaining Unit

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

17.08 Overtime - Lieu Time

- (a) Employees who work overtime shall not be required to take time off during regular working hours to make up for overtime work.
- (b) Where an employee has worked and accumulated overtime hours, such employee shall have the option of electing payment at the applicable overtime rate or time off equivalent to the applicable overtime rate (i.e. where the applicable rate is time and one-half, then time off shall be at one and one-half times). Where an employee chooses the latter option such time off must be taken within the succeeding four pay periods of the occurrence of the overtime at a time mutually agreeable to the Hospital and the employee or payment in accordance with the former option shall be made.

17.09 Paid Time to Working Time

Full-Time

Employees absent on approved leave, paid by the Employer or by the W.S.I.B., 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.

17.10 Weekend Premium

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

The weekend premium shall increase to fifty-five cents (\$0.55) effective November 16, 2001, sixty cents (\$0.60) effective October 11, 2002, and sixty-five cents (\$0.65) effective October 11, 2003.

17.11 Maintenance Premium

The employer will pay \$2.50 for each hour paid to the employee(s) selected by the employer to work as Facilities Coordinator.

ARTICLE 18 - ALLOWANCES

18.01 Meal Allowance

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

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

18.02 Uniform Allowance

Full-Time

Where uniforms are required, the Hospital shall either supply and launder uniforms or provide a uniform allowance of ninety (\$90.00) dollars per year in a lump sum payment in the first pay period of November of each year.

18.03 Transportation Allowance

When an employee is required to travel to the Hospital or to return to her home as a result of reporting to or off work between the hours of 2400-0600 hours, (other than reporting to or off work for her regular shift) or at any time while on standby, the Hospital will pay

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

18.04 Tool Allowance

See the Local Provisions Appendix L18, page 54.

ARTICLE 19 - HEALTH AND SAFETY

19.01 Accident Prevention - Health & Safety Committee

- (a) The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the Hospital in order to prevent accidents, injury and illness.
- (b) Recognizing its responsibilities under the applicable legislation, the Hospital agrees to accept as a member of its Accident Prevention - Health & Safety Committee at least one representative selected or appointed by the Union from amongst bargaining unit employees.
- (c) Such Committee shall identify potential dangers and hazards, institute means of improving health and safety programs and recommend actions to be taken to improve conditions related to safety and health.
- (d) The Hospital agrees to cooperate reasonably in providing necessary information to enable the Committee to fulfill its functions.
- (e) Meetings shall be held every second month or more frequently at the call of the chair if required. The Committee shall maintain minutes of all meetings and make the same available for review.
- (f) *Any* representative appointed or selected in accordance with (b) hereof shall serve for a term of one calendar year from the date of appointment which may be renewed for further periods of one year. Time off for such representative(s) to attend meetings of the Accident Prevention-Health & Safety Committee in accordance with the foregoing shall be granted and time so spent attending such meetings shall be deemed to be work time for which the representative(s) shall be paid by the Hospital at his regular or premium rate as may be applicable.
- (g) The Union agrees to endeavour to obtain the full cooperation of its membership in the observation of all safety rules and practices.

- (h) Pregnant employees may request to be transferred from their current duties if, in the professional opinion of the employee's physician, the pregnancy may be at risk. If such a transfer is not feasible, the pregnant employee, if she so requests, will be granted an unpaid leave of absence before commencement of the maternity leave referred to in Article 15.04.
- (i) Where the Hospital identifies high risk areas where employees are exposed to Hepatitis B, the Hospital will provide, at no cost to the employees, a Hepatitis B vaccine.

19.02 Protective Clothing

The Hospital agrees to continue its present practices with respect to the provision of protective clothing and safety devices to employees, subject to the provision set out below with respect to safety footwear. The Hospital further agrees to meet directly with the representative of the Union or through the Accident Prevention Committee to discuss the need for any protective clothing or safety equipment in addition to that which the Hospital is presently providing.

Effective September 1, 2002 and on that date for each subsequent year, the Hospital will provide \$80.00 to each full-time and \$45.00 per calendar year to each regular part-time employee who is required by the Hospital to wear safety footwear during the course of his duties.

ARTICLE 20 - PAID HOLIDAYS

20.01 All employees who have completed their probationary period shall be entitled to and paid (**part-time employees reference Article 22.04**) for each of the following holidays:

New Year's Day
Canadian Flag Day
Good Friday
Easter Monday
Victoria Day
Canada Day
Civic Holiday
Labour Day
Thanksgiving Day
Christmas Day
Boxing Day

20.02 Employees who have completed their probationary period shall receive an additional day annually which shall be a Floating Holiday for the employee concerned and will be taken at a time to be arranged between such employee and the Hospital.

20.03 In order to qualify for holiday pay the employee must work the scheduled shift immediately preceding and immediately following the holiday unless absent due to illness or leave of absence that commences within 30 days before or after the holiday. The Hospital may require a

medical certificate confirming such illness. If a medical certificate is required, it must be submitted to the Occupational Health Department by the third calendar day after the employee's return to work.

20.04 *Any* employee required to work on any of the paid holidays shall be paid at time and one-half their regular straight time rate of pay for all hours worked on such holiday in addition to any holiday pay to which he may be entitled or at the employee's option, an equivalent amount of time off in lieu thereof. Such time off shall be scheduled by mutual agreement.

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

20.06 When a paid holiday falls on an employee's scheduled day off, then the employee shall receive another day off in lieu provided he otherwise qualifies for holiday pay.

20.07 If a paid holiday falls or is observed during the period of an employee's vacation, then the employee shall be granted an additional day of vacation together with one day's pay calculated at the employee's regular straight-time rate of pay and the employee's vacation shall be accordingly extended.

Part-Time

If a part-time employee is required to work on any of the holidays listed in Article 20.01 the employee shall be paid at the rate of time and one-half (1½) her regular straight time hourly rate for all hours worked on such holiday.

ARTICLE 21 - VACATIONS

21.01 Entitlement and Calculation of Payment

See the Local Provisions Appendix L21, page 54.

Full-Time

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

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

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

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

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

An employee who has completed twenty-five (25) or more years of continuous service as of his anniversary date of hire shall be entitled to six (6) weeks annual vacation with pay. Effective October 11, 2002, an employee who has completed twenty-three (23) or more years of continuous service as of anniversary date of hire shall be entitled to six (6) weeks annual vacation with pay.

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

Effective October 11, 2003, the following Supplementary Vacation is banked on the employees' anniversary date and taken prior to the next supplementary vacation date.

An employee who has completed thirty (30) years of continuous service as of anniversary date of hire shall be entitled to an additional five (5) days vacation with pay.

An employee who has completed thirty-five (35) years of continuous service as of anniversary date of hire shall be entitled to an additional five (5) days vacation with pay.

To clarify, every employee who has attained their 30th or 35th anniversary date as of the effective date of this provision shall be entitled to have the full five days vacation banked.

21.02 Vacation Pay

Part-time:

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

A part-time employee who has completed less than 3,450 hours of continuous service shall receive 4% of gross earnings.

A part-time employee who has completed 3,450 hours but less than 8,625 hours of continuous service shall receive 6% of gross earnings.

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

A part-time employee who has completed 8,625 hours but less than 25,875 hours of continuous service shall receive 8% of gross earnings.

Effective in the vacation year where the date for determining vacation entitlement in the individual Hospital falls on or after October 11, 1989, the service requirement for 8% of gross earnings shall be 10,350 hours of continuous service.

Effective in the vacation year where the date for determining vacation entitlement falls on or after October 11, 1990, the service requirement for 8% of gross earnings shall be 8625 hours of 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.

A part-time employee who has completed 43,125 hours of continuous service or more shall receive 12% of gross earnings. Effective October 11, 2002, a part-time employee who has completed 39,675 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.

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

Effective October 11, 2003, the following Supplementary Vacation will be added:

A part-time employee who has completed 51,750 hours of continuous service shall receive an additional 2% of gross earnings in the year it is achieved.

A part-time employee who has completed 60,375 hours of continuous service shall receive an additional 2% of gross earnings in the year it is achieved.

21.03 Approved Leave of Absence During Vacation

Full-time:

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

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

Serious illness is defined as an illness which requires the employee to receive ongoing medical care and/or treatments resulting in either hospitalization or which would confine the employee to their residence or to bed rest for more than three days.

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.

Where an employees scheduled vacation is interrupted due to a bereavement, the employee shall be entitled to bereavement leave in accordance with Article 15.01. The portion of the employees vacation which is deemed to be bereavement leave under the above provisions will not be counted against the employees vacation credits.

21.04 Full-Time Service:

Vacations shall be scheduled in a manner which recognizes seniority in each department and also in a manner which will provide an equitable system of rotation of the selection of vacation times.

Vacation schedules shall be posted by May 1st in each year and they shall not be adjusted unless there is mutual agreement by an employee and the Hospital.

Full-Time Clerical:

Vacations may be taken at any time of the year that is mutually acceptable to the parties. Requests for vacation shall be submitted in writing to the employee's immediate supervisor or his appointee at least eight (8) weeks before the time at which the employee proposes to commence his vacation or such lesser time as may be mutually agreed between the parties provided that there shall be a vacation request schedule posted in the middle of the month of February of each year in each area of the hospital covered by this Agreement. Only if there is conflict in requests made in the first eight (8) weeks after the schedule is posted, shall seniority prevail.

21.05 Should an employee who has commenced his scheduled vacation and agrees upon request by the Hospital to return to perform work during the vacation period, the employee shall be paid at the rate of one and one-half (1 1/2) times his regular straight time rate of pay for all hours so worked. To replace the originally scheduled days on which such work was performed, the employee will receive one (1) vacation lieu day off for each day on which he has worked.

21.06 Requests for consideration to permit carry over of vacation from one year to another (year end is employee's anniversary date) must be made in writing to the employee's manager. In no case will employees be permitted to carry forward beyond their anniversary date more than ten (10) vacation days above their normal entitlement.

ARTICLE 22 - HEALTH AND INSURED BENEFITS

22.01 Insured Benefits

The Hospital agrees, during the term of the Collective Agreement, to contribute towards the premium coverage of participating eligible employees in the active employ of the Hospital under the insurance plans

set out below subject to their respective terms and conditions including any enrollment requirements.

- (a) The Hospital agrees to pay one hundred per cent (100%) of the billed premiums towards coverage of eligible employees in the active employ of the Hospital under the Blue Cross Semi-Private Plan or comparable coverage with another carrier.
- (b) The Hospital agrees to contribute seventy-five per cent (75%) of the billed premiums towards coverage of eligible employees in the active employ of the Hospital under the amended Blue Cross Extended Health Care Benefits or comparable coverage with another carrier providing for \$10.00 (single) and \$20.00 (family) deductible, providing the balance of monthly premiums are paid by the employee through payroll deductions. In addition to the standard benefits, coverage will include vision care (maximum \$60.00 every 24 months) as well as a hearing aid allowance (lifetime maximum \$300.00 per individual). Effective the first of the month after ratification of the Memorandum of Settlement by both parties coverage will include vision care (maximum (\$90.00) every 24 months) as well as a hearing aid allowance (lifetime maximum \$500.00/per individual) and the deductible will be \$15.00 (single) and \$25.00 (family).

Effective December 1, 2001, the vision care shall increase to \$150.00 every 24 months and the hearing aide allowance will be cost of acquisition per individual every 36 months.

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

- (c) The Hospital agrees to contribute one hundred percent (100%) of the billed premium towards coverage of eligible employees in the active employ of the Hospital under HOOGLIP or such other group life insurance plan currently in effect providing the balance of the monthly premium is paid by the employee through payroll deduction.
- (d) The Hospital agrees to contribute seventy-five percent (75%) of the billed premiums towards coverage of eligible employees in the active employ of the Hospital under the Blue Cross #9 Dental Plan or comparable coverage with another carrier (based on the current ODA fee schedule as it may be updated from time to time) providing the balance of the monthly premium is paid by the employee through payroll deduction. -Effective December 1, 2001, Dental recall including preventative services is every nine (9) months; Blue Cross rider #2 (or equivalent) (complete and partial dentures) at 50/50 co-insurance to \$1000 annual maximum; and Blue Cross rider #4 (or equivalent) (crowns, bridgework, and repairs to same) at 50/50 co-insurance to \$1000 annual maximum.

(e) Benefits on Early Retirement

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

22.02 Change of Carrier

A copy of all current master policies of the benefits referred to in this article shall be provided to the Union.

It is understood that the Employer may at any time substitute another carrier for any plan (other than O.H.I.P.) provided the benefits conferred thereby are substantially the same. Before making such a substitution, the Employer shall notify the Union to explain the proposed change and to ascertain the views of the employees. Upon a request by the Union, the Employer shall provide the Union full specifications of the benefit programmes contracted for and in effect for employees covered herein.

22.03 Pension

All present employees enrolled in the Hospital's pension plan shall maintain their enrollment in the plan subject to its terms and conditions. New employees and employees not yet eligible for membership in the plan shall, as a condition of employment, enrol in the plan when eligible in accordance with its terms and conditions.

22.04 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, stand-by pay, call back pay, reporting pay, responsibility allowance, jury and witness duty, bereavement pay and maternity supplemental unemployment benefits) an amount equal to 14% of his/her regular straight-time hourly rate for all straight-time hours paid.

ARTICLE 23 - INJURY AND DISABILITY

23.01 Workers' Safety and Insurance Board (WSIB) Injury

In the case of an accident which will be compensated by the W.S.I.B., the employer will pay the employees wages for the day of accident.

23.02 Disabled Employees

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

ARTICLE 24 - SICK LEAVE

Full-Time:

24.01 The Hospital will assume total responsibility for providing and funding a short-term sick leave plan at least equivalent to that described in the 1992 Hospitals of Ontario Disability Plan (HOODIP) brochure.

24.02 Effective July, 1985 the Hospital agrees to contribute 75% of the billed premiums of a Long Term Disability Plan (equivalent to HOODIP). The balance of the monthly premium is paid by the employees through payroll deduction. For the purpose of transfer to the short-term portion of the disability program, employees on the payroll as of the effective date of the transfer with three (3) months or more of service shall be deemed to have three (3) months of service. For the purpose of transfer to the long term portion of the disability program, employees will be credited with their actual service.

24.03 Full-time Service Employees Only:

Effective January 1, 2002 the existing accumulating sick leave plan shall be terminated and any provisions relating to such plan shall be null and void except as to those provisions relating to payout of unused sick leave benefits which are specifically dealt with hereinafter.

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

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

qualify him for payout under the conditions relating to such payout.

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

24.04 There shall be no pay deduction from an employee's regular scheduled shift when the employee has completed **any** portion of the shift prior to going on sick leave benefits or **W.S.I.B.** benefits.

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

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

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

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

24.09 Pay for Medical Certificates

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

24.10 Workers Safety and Insurance Board (WSIB) and Sick Leave

Full-time:

An employee who is absent from work as a result of an illness or injury sustained at work and who has been awaiting approval of a claim for W.S.I.B. for a period longer than one complete pay period may apply to the Hospital for payment equivalent to the lesser of the benefit she would receive from **W.S.I.B.** if her claim was approved, or the benefit to which she would be entitled under the short term sick portion of the disability income plan (HOODIP or equivalent plan). Payment will be

provided only if the employee provides evidence of disability satisfactory to the Hospital and a written undertaking satisfactory to the Hospital that any payments will be refunded to the Hospital following final determination of the claim by the W.S.I.B. If the claim for W.S.I.B. is not approved, the monies paid as an advance will be applied towards the benefits to which the employee would be entitled under the short term portion of the disability income plan. Any payment under this provision will continue for a maximum of fifteen (15) weeks.

ARTICLE 25 - COMPENSATION

25.01 Experience Pay

An employee hired by the Hospital with recent and related experience, may claim at the time of hiring on a form supplied by the Hospital consideration for such experience. Any such claim shall be accompanied by verification of previously related experience. The Hospital shall then evaluate such experience during the probationary period. Where, in the Hospital's opinion such experience is relevant, the employee shall be slotted in that step of the wage progression consistent with one (1) year's service for every one (1) year of related experience in the classification on the completion of the employee's probationary period. It is understood and agreed that this shall not constitute a violation of the wage schedule of the Collective Agreement.

25.02 Promotion to a Higher Classification

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

25.03 Temporary Transfer

When an employee is assigned temporarily to perform the duties and assume the responsibilities of a higher paying position in the bargaining unit, for a period in excess of one-half of a shift, he shall be paid the rate immediately above his current rate in the higher classification to which he was assigned from the commencement of the shift on which he was assigned the job.

25.04 Job Classification

- (a) When a new classification (which is covered by the terms of this Collective Agreement) is established by the Hospital, the Hospital shall determine the rate of pay for such new classification and notify the local Union of the same and provide details at least fourteen (14) days to posting. If the local Union challenges the rate, it shall have the right to request a meeting with the Hospital to endeavour to negotiate a mutually satisfactory rate. Such request will be made within ten (10) days after the receipt of notice from

the Hospital of such new occupational classification and rate. Any change mutually agreed to resulting from such meeting shall be retroactive to the date that notice of the new rate was given by the Hospital. If the parties are unable to agree, the dispute concerning the new rate may be submitted to arbitration as provided in the Agreement within fifteen (15) days of such meeting. The decision of the Board of Arbitration (or arbitrator as the case may be) shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classifications.

- (b) When the Hospital makes a substantial change during the term of this Agreement in the job content of an existing classification which in reality causes such classification to become a new classification, the Hospital agrees to meet with the Union if requested to 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 classification.
- (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 the Union raised the issue with the Hospital.

25.05 Wages and Classification Premiums

The wage rates shall be as outlined in Schedule "A" and shall form part of this Collective Agreement.

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

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

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

ARTICLE 26 - NO DISCRIMINATION

26.01 Each of the parties to the Agreement agree that there will be no discrimination, interference or coercion exercised or practised upon any employee because of his race, religion, creed, colour, ancestry, place of origin, sex, marital status, membership or non-membership or activity in the Union.

ARTICLE 27 - EDUCATION FUND

27.01 If the local union indicates to the Hospital that a special assessment of \$0.03 per hour for union education applies to all bargaining unit members, the Hospital agrees to deduct this assessment.

Such assessment along with a listing of employees will be paid on a quarterly basis into a trust fund established and administered by the applicable SEIU Local Union for this purpose.

ARTICLE 28 - PROFESSIONAL RESPONSIBILITY

28.01 The parties agree that patient care is enhanced if concerns relating to professional practice, patient acuity, fluctuating workloads and fluctuating staffing are resolved in a timely and effective manner.

In the event that an employee or group of employees, covered under the Regulated health Professions Act (RHFA), are assigned a workload which is inconsistent with proper patient care, they shall express their concerns to their supervisor. The employee shall complete a Workload Review Form which shall be provided to the supervisor and the Union. The Workload Review Form will be attached as an Appendix to the Collective Agreement.

ARTICLE 29 - DURATION

29.01 Renewal

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 Committees respectively representing each of the parties to this Agreement as being subjects for local bargaining directly between the parties to this Agreement. It is also agreed that

local bargaining shall be subject to such proceedings as may be determined by mutual agreement between the Central Negotiating Committees referred to above.

29.02 Term

This agreement shall continue in effect until October 10, 2004 and shall continue automatically thereafter from year to year unless either party gives notice in writing to the other party within 90 days prior to the expiration date that it desires to amend or terminate this agreement.

SIGNED AT TORONTO THIS *9th* DAY OF *August*, 2004.

FOR THE UNION

FOR THE EMPLOYER

Paula Ferrell
Pat O'Brien
Mary Riddell

[Signature]

CR:ws

LOCAL PROVISIONS

APPENDIX L18 - TOOL ALLOWANCE

The Hospital will provide an annual Tool Allowance of up to \$40.00 in each calendar year payable each January to employees in the Maintenance Department for replacement and/or repair of worn out tools that are required by the employees in the performance of their duties and initially provided by the employees. Payment shall be on a reimbursement basis at the discretion of the Manager concerned upon presentation of the replacement invoice.

APPENDIX L21 - VACATIONS

Vacations shall be scheduled in a manner which recognizes seniority in each department and also in a manner which will provide an equitable system of rotation of the selection of vacation times.

Vacation schedules shall be posted by May 1st in each year and they shall not be adjusted unless there is mutual agreement by an employee and the Hospital.

Should an employee who has commenced his scheduled vacation and agrees upon request by the Hospital to return to perform work during the vacation period, the employee shall be paid at the rate of one and one half (1½) times his regular straight time rate of pay for all hours so worked. To replace the originally scheduled days on which such work was performed, the employee will receive one (1) vacation lieu day off for each day on which he has worked.

Requests for consideration to permit carry over of vacation from one year to another (year end is employees anniversary date) must be made in writing to the employees manger. In no case will employees be permitted to carry forward beyond their anniversary date more than ten (10) days.

APPENDIX L30

A. DISCIPLINARY NOTICES

Copies of Disciplinary Notices concerning warnings, suspensions and discharges shall be given to the employee concerned and the Union. It is agreed that any written reprimand which is to be placed on the record of any employee shall be recorded within a reasonable time after the occurrence of the matter which is the subject of the written reprimand or within a reasonable time after the Hospital has become aware of the occurrence. The Hospital will send a copy of such written reprimand to the Union and to the employee concerned and it is agreed that the time period for filing any grievances which propose the elimination of the written notice of discipline shall begin on the fifth day after the reprimand is issued. **An** employee, who has completed his probationary period and who has been called to a meeting by his Supervisor, or other management person, for the purpose of receiving disciplinary suspension

or discharge shall be advised of the **purpose** of the meeting and shall have the right to request the presence of a Union steward. If the steward designated to represent the employee is not available, the employee may request the assistance of one of the other stewards. The steward attending the meeting must have obtained permission of his Supervisor.

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 of Personnel and Labour Relations **or** designate.

All letters of discipline shall be removed from the Personnel Department files after 24 months provided that the record remains discipline free for the 24 months.

B. BULLETIN BOARDS

The Hospital shall **supply** a total of three (3) bulletin boards for the purpose of Union business. Notices must be signed by the Union Representative and keys shall be supplied to the Chief Steward.

**MODEL AGREEMENT
EXTENDED SHIFT ARRANGEMENTS**

BETWEEN

NORTH YORK GENERAL HOSPITAL

AND

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

The local parties hereby agree, subject to the approval of the Ministry of Labour, that extended shifts will be implemented under the following terms and conditions. In all other respects the Collective Agreement shall apply.

All eligible full-time and regular part-time staff on a unit/department that is considering extended shift schedules will be given an opportunity vote on the proposed schedule. The parties will jointly supervise such vote, which shall be held by secret ballot.

Where 75% of those employees eligible to vote have voted in favour of extended shifts, the new schedule will be implemented on a six-month trial basis and will be reviewed by both parties. This Model Agreement shall form part of the Collective Agreement between the parties herein, and shall apply to the employees described in Article 1 of the Model Agreement.

Article 1 - Work Unit and Employees Covered

(Detailed and specific description of department and employees covered)

Article 2 - Probation

2.1 It is understood that a new employee working extended shifts will be considered on probation until he/she has completed three hundred and thirty-seven and one-half ($337 \frac{1}{2}$) hours of work (45×7.5 hours = 337.5).

In all other respects the terms of probationary will be in accordance with the Collective Agreement.

Article 3 - Hours of Work

3.1 The normal or standard extended workday shall be ____ hours per day.

3.2 (Detailed description with an attached scheduled where appropriate.)

3.3 (Where applicable)

Failure to provide _____ hours between the end of an employees scheduled shift and _____ the commencement of such employees next scheduled shift shall result in payment of one and one-half (1 ½) times the employees regular straight time hourly rate for only those hours which reduce the _____ hour period.

Where the _____ hour period is reduced as a result of an approved change of shift(s) requested by the employee(s), such premium payment shall not apply.

Article 4 - Scheduling

(Scheduling conditions to be determined locally (i.e. weekends off, consecutive shifts worked, etc.)

Article 5 - Overtime

5.01 Overtime shall be defined as being hours worked in excess of the normal or standard extended workday, as set out in Article 3.01 of the Model Agreement.

5.02 For purposes of overtime the hours of work per week shall be averaged over _____ (weekly/pay-periods).

Article 6 - Rest and Meal Periods

6.1 Employees shall be entitled to relief period during the shift on the basis of fifteen (15) minutes for each 3.75 hours worked.

6.2 (The length of the meal period to be determined locally).

Article 7 - Sick Leave and Long-Term Disability

The short-term sick plan will provide payment for the number of hours absence according to the scheduled shift up to a fifteen (15) week total of 562.5 hours. All other provisions of the existing plan shall be maintained.

Article 8 - Paid Holidays

Full-time:

8.1 Holiday pay will be computed on the basis of the employee s regular straight time hourly rate of pay times the normal or standard work day as set out in the Daily and Weekly Hours of Work provision of the Local Collective Agreement (Article 16).

8.2 An employee required to work on any of the designated holidays listed in the Collective Agreement shall be paid at the rate of time and one-half (1½) his regular straight time rate of pay for all hours worked on such holiday (0001h to 2400h of the holiday). In addition he will receive a lieu day off with pay in the amount of his regular straight time hourly rate of pay times seven and one-half (7 ½) hours, except in those hospitals which have a different standard work day in which case holiday pay will be based on the standard or normal daily hours in that hospital.

Article 9 - Vacation

Full-time:

Vacation entitlement as set out in the Collective Agreement will be converted to hours on the basis of the employees normal work week.

Part-time:

As set out in the Collective Agreement.

Article 10 - Temporary Transfers

10.1 In Article 25.03 of the Collective Agreement, replace for a period in excess of one-half a shift with in excess of 3.75 hours for extended tours.

Article 11 - Responsibility Allowance Outside the Bargaining Unit

In Article 17.07 of the Collective Agreement replace in excess of one-half of a shift with after 3.75 hours for extended hours.

Article 12 - Termination

12.1 Either party may, on written notice of _____ (days/weeks) to the other party, terminate the Agreement for and reason.

SIGNED AT TORONTO THIS

DAY OF

, 20 .

FOR THE UNION

FOR THE EMPLOYER

LETTER OF INTENT

Re: Liability Insurance

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

Letter of Intent

Regarding the Utilization of RPN Skills

The parties agree to form a joint provincial task force. The task force will be composed of equal numbers of representatives of the Service Employees International Union and the Ontario Hospital Association. The task force will make its decisions by consensus. The mandate of the task force will be to study and make recommendations to the participating hospitals regarding the utilization of RPN skills. The task force will:

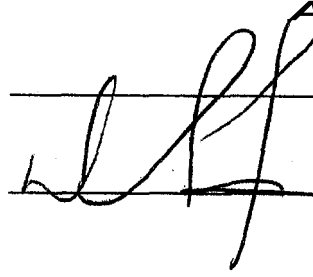
- Meet within 6 months of the ratification of the Memorandum of Settlement.
- Secure advice and participation from such professional practice researchers and other (e.g. College of Nurses) as the Task Force deems appropriate.
- Identify resources required by the task force to complete their study including exploring jointly any funding required for these resources.
- The task force will be co-chaired by a hospital representative and a representative from SEIU.
- The task force will identify the timelines for conducting their study and will also conclude timelines for the recommendations to be made by the task force.
- The final recommendations will be presented in the form of a report to the participating hospitals and locals.
- The final recommendations from the joint task force will be presented to the Human Resources Committee of the OHA.
- The parties also agree to jointly undertake reviewing the study and recommendations with the Ontario Nurses Association.
- Nothing in this Letter of Understanding should be construed as precluding the local parties from entering into discussions with respect to the RPN scope of practice and utilization of RPN skills.

SIGNED AT TORONTO THIS *9th* DAY OF *August*, 2004.

FOR THE UNION

FOR THE EMPLOYER

Kat O'Brien



Janet Hancock

Mary Beckett

Letter of Intent

RE: Joint Benefits Review Committee

The central Parties agree to meet in a joint committee to be established pursuant to this letter of intent. The committee will meet to discuss the following:

- Topic of and make recommendations regarding modified work and HOODIP within a 6-month period;
- Entitlement and costs associated with the insured benefit coverage provided to active and retirement employees; and
- Where possible, review and evaluate the findings of other committees established to discuss benefits.

The Committee will make recommendations to their respective Central Bargaining Teams prior to the commencement of the next round of bargaining.

SIGNED AT TORONTO THIS 9th DAY OF August, 2004.

FOR THE UNION

FOR THE EMPLOYER

Luigi Lenard
Pat O'Brien

Mary Biddell

[Signature]

Letter of Intent

RE: Standardization Committee

The central parties agree to establish a committee that will meet and confirm the contents of a standard format within 90 days of ratification. Where the parties are unable to reach agreement on any issue regarding standardization, the parties shall seek the assistance of a mediator.

SIGNED AT TORONTO THIS 9th DAY OF August, 2004.

FOR THE UNION

FOR THE EMPLOYER

Cheryl Leonard
Kat O'Brien
Mary Biddell

[Signature]

Letter of Intent

Re: Staff Planning Committee and Charney Board

The parties agree that in the event of a dispute between the parties regarding the implementation of Article 10.01 and 10.04, the matter may be submitted to a Board of Arbitration chaired by one of L. Davie, or G. Charney or such others as determined by the committee referenced below. The Chair shall be appointed on a rotating basis giving due consideration to availability.

The parties agree that in order to address process and implementation issues regarding the application of Article 10.01 and 10.04, a joint Committee will be established between the Union and the participating hospitals to discuss and reach agreement on improvements to the existing process. In reviewing the existing process the Committee will be giving consideration to the interest of both parties in a timely resolution to disputes.

The Committee will meet within 90 days of ratification to commence discussions and it is understood that the work of the Committee will be completed within 120 days of the ratification date.

SIGNED AT TORONTO THIS *9th* DAY OF *August*, 2004.

FOR THE UNION

FOR THE EMPLOYER

Pat O'Brien

Mary Sedell

[Signature]

MEMORANDUM OF AGREEMENT

Between

The North York General Hospital

And

Service Employees International Union, Local 204
A.F.L., C.I.O., C.L.C.

Regarding

Full-Time Service
Full-Time Clerical
Part-Time Service
Part-Time Clerical

The parties agree that there shall be four (4) separate seniority lists for the purpose of layoff and recall.

This agreement shall form part of the Collective Agreement.

SIGNED AT TORONTO THIS 9th DAY OF August, 2004.

FOR THE UNION

FOR THE EMPLOYER

Pat O'Brien
Mary Biddell

[Signature]

MINUTES OF SETTLEMENT

BETWEEN

SERVICE EMPLOYEES INTERNATIONAL, LOCAL 204
("The Union")

and

North York General Hospital
("The Hospital")

Reference is made to the application before the Ontario Labour Relations Board (OLRB) brought by the Union pursuant to the Public Sector Labour Relations Transition Act, 1997, OLRB file no. 1064-1064-00-PS.

The parties agree that there is no need for a hearing on this matter.

The parties have agreed to resolve all issues arising out of this Application on the following terms.

1. The parties agree that the Public Sector Relations Transition Act, 1997 (the Act) applies to the Hospital s operations pursuant to s.9(1) of the Act.
2. The parties agree that, for the purposes of s.9(2) of the Act, North York General Hospital are the predecessor employers and North York General Hospital is the successor employer.
3. The parties agree that the changeover date is September 3, 2000 pursuant to s.9(2) of the act.
4. The parties agree that, pursuant to s.22 of the Act, the following bargaining units are appropriate and applicable for the successor s operations:
 - . One multi-site full-time service employees unit
 - . One multi-site part-time service employees unit
 - . One multi-site full-time office and clerical employee unit

Where multi-site means the sites of both of the predecessor employers operations and further agree that the following bargaining unit descriptions are appropriate and applicable.

5. The parties agree to meet, prior to September 3, 2000, to confirm which positions and classifications at the Branson Division are included in or excluded from the bargaining units described in paragraph 4 above. Where the Union and Employer are in disagreement over an excluded position or classification, the position or classification shall remain excluded, pending a more detailed investigation of its duties and responsibilities. If after this stage the parties are still unable to agree as to whether a position or classification should be excluded from the

bargaining unit, the Unionⁿ may formally grieve the exclusion. In making a determination, the Arbitrator will have regard to the Collective Agreement, managerial exclusions, confidential to labour relations exclusions, and exclusions analogous to positions currently excluded.

6. The parties agree, for the purposes of §.23 of the Act, that immediately before the changeover date, the Union was the only bargaining agent for employees in the bargaining units described in paragraph 4, that less than forty percent (40%) of the employees in the bargaining units described in paragraph 4 were not represented by a bargaining agent, and that therefore, effective upon endorsement of these Minutes of Settlement by the OLRB, the Union shall be the bargaining agent for employees in the bargaining units described in paragraph 4.

DATED at the City of Toronto this 29th day of August, 2000.

Charlie Renaud
Fat OBrien
Mary Riddell

Original signed on behalf of the Union

Len Myers
Edward Ozog

Original signed on behalf of the Employer

MEMORANDUM OF AGREEMENT

BETWEEN

SERVICE EMPLOYEES INTERNATIONAL UNION, Local 204
("The Union")

and

North York General Hospital
("the Employer")

Concerning

THE AMALGAMATION OF THE OPERATIONS OF THE
FORMER NORTH YORK BRANSON HOSPITAL WITH
NORTH YORK GENERAL HOSPITAL

AND

THE APPLICATION PRESENTLY BEFORE THE ONTARIO
LABOUR RELATIONS BOARD (OLRB) PURSUANT TO
THE PUBLIC SECTOR LABOUR RELATIONS TRANSITION
ACT, 1997 ("THE ACT"), OLRB FILE NO. 1064-00-PS

The parties agree as follows:

1. The parties shall forthwith execute and file with the OLRB the Minutes of Settlement attached hereto as Schedule A and hereby agree to the terms of those Minutes of Settlement.
2. Effective Sunday, September 3, 2000 (the Transition Date), all employees at the Branson Division in positions or classifications currently represented by the Union at the Employers other work sites will become covered by the Full-time Service, Part-Time Service of Full-Time clerical agreements, as applicable.
3. Where pre-existing terms, conditions and practices of employment at the Branson Division are found to be in violation of a Collective Agreement, the Employer and Union shall meet at a Staff Planning meeting to discuss the anomalies with a view to either eliminating them or agreeing to their temporary continuance. The Union agrees not to make the Hospitals failure to remove such anomalies the subject of a grievance until the expiry of the current Collective Agreement.
4. On becoming members of a Union bargaining unit, employees prior service and seniority at Branson Division will be recognized by the Union as service and seniority in the applicable bargaining unit. The Employer will provide the Union with a seniority list effective two weeks after the transitional date at the close of Payroll and

as often as required under the Collective Agreement thereafter. Because Branson Division employees are paid on a separate payroll system, a merged Hospital-wide seniority list will be provided by January 1, 2001.

5. The Employer will begin deducting Union dues for bargaining unit employees at the Branson Division effective the Transition Date.
6. Effective the Transition Date, the Employer will implement new pay scales for all bargaining unit staff. On the Transition Date, all employees at the top of their former pay scale will move to the top of the new pay scale. All other employees will move to their new step on their regular service anniversary date. The new pay scales are attached as Appendices A, B and C. (To be confirmed by the Wage Comparison Committee).
7. The parties represent that the new pay scales are Pay Equity compliant.
8. Where Branson employees are paid above the established rate, their rates shall be maintained. This issue may be reviewed in Collective bargaining upon expiry of the current Collective Agreement. The current pay rates of Branson employees is attached as Appendices D and E. These lists are attached without prejudice to any position the parties may take on the inclusion or exclusion in the bargaining unit of any of the employees on the attached Appendices.
9. The parties agree that the composite Collective Agreements expire on October 10, 2001.

DATED at the City of Toronto this 29th day of August, 2000.

Charlie Renaud
Pat OBrien
Mary Riddell

Original signed on behalf of the Union

Edward Ozog
Employer
Len Myers

Original signed on behalf of the

LETTER OF UNDERSTANDING

BETWEEN:

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 204

(``The Union``)

and

North York General Hospital

(``The Hospital``)

RE: Program Transfer and Framework Agreement

All program transfers will be dealt with in accordance with the Framework Agreement. The parties will continue the practice of dealing with program transfers on a case by case basis. The principle of avoiding layoffs and offering severance packages where deemed appropriate by the parties will continue.

The parties agree that bargaining unit employees who have not transferred under the terms of the Framework Agreement by the expiry date of December 31, 2001 will be deemed to have accepted continuous employment with North York **General Hospital**.

Edward Ozog
Len Myers

Original signed on behalf of the Employer

Charles Renaud
Pat OBrien
Mary Riddell

Original signed on behalf of the Union

LETTER OF UNDERSTANDING

BETWEEN:

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 204
("The Union")

and

NORTH YORK GENERAL HOSPITAL
("The Hospital")

Re: Respiratory Therapists

See letter on file.

SIGNED AT TORONTO THIS *9th* DAY OF *August*, 2004.

FOR THE UNION

FOR THE EMPLOYER

Pat O'Brien
Mary Sedell

[Signature]

LETTER OF INTENT

BETWEEN:

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 204
("The Union")

and

NORTH YORK GENERAL HOSPITAL
("The Hospital")

Re: Travel Expense

The parties agree that where Union business requires staff to travel between sites; and where the Employer requires such Union representation to be present; that transportation will either be provided by the Employer or reimbursement of travel expenses will be made as per the Use of Private Motor Vehicles for Hospital Business policy.

Reimbursement is made by submitting a Travel Expense Voucher for approval to the Manager of Labour Relations or his/her designate.

SIGNED AT TORONTO THIS 9th DAY OF August, 2004.

FOR THE UNION

FOR THE EMPLOYER

Chris Leonard
Pat O'Brien
Mary Sedell

[Signature]

MEMORANDUM OF AGREEMENT

BETWEEN:

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 204
(``The Union'')

and

NORTH YORK GENERAL HOSPITAL
(The Hospital '')

The parties agree as follows:

1. The parties agree to allow for the temporary transfer of SEIU-represented staff to the Branson site in order to facilitate reconstruction and redevelopment of the General Division site. Such transfer will normally occur on a department by department basis. North York General Hospital agrees that all staff so transferred are subject to a no layoff guarantee. As in the case of individual secondments, employees required to transfer to Branson temporarily would continue to work under the terms of the applicable SEIU Collective Agreement and remain on the General Divisions payroll.
2. No non-unionized Branson staff will be seconded into any SEIU-represented position at the General Division or Seniors Health Centre.
3. For all non-RPN employees at all new North York General Hospital long-term care sites, the parties agree to accept Extencicare-like master wage rates (or a similar nursing home benchmark). With respect to the Seniors Health Centre, such rates will continue to be paid on the basis of SEIU hospital rates, as from time to time adjusted through collective bargaining.
4. For all RPN s employed at all North York General Hospital long-term care sites, the parties agree that these employees shall be paid on the basis of SEIU hospital rates, as from time to time adjusted through collective bargaining for RPNs.
5. The parties agree that seniority rights for the purpose of job postings shall be bargaining unit wide and there shall be no loss of seniority on transfer within the SEIU-NYGH bargaining rights.
6. The parties agree to remain part of the central OHA-SEIU bargaining process, and shall continue to negotiate OHA-SEIU master Collective Agreements with appropriate side agreements on wages and displacement rights for the new long-term care sites.

SIGNED AT TORONTO THIS 9th DAY OF August, 2001.

FOR THE UNION

FOR THE EMPLOYER

*Raymond
Pat O'Brien*

Mary Biddell

[Handwritten Signature]

SERVICE EMPLOYEES INTERNATIONAL UNION
Service Salary

Effective: October 11, 2001

SCHEDULE ``A``

JOB DESCRIPTION	<u>Start</u>	<u>1 Year</u>	<u>2 Year</u>	<u>3 Year</u>
Anaesthesia Technician*	21.9020	23.0550	24.2080	25.3600
Autoclave Operator	14.6620	15.4330	16.2050	16.9770
Bakers Assistant	14.6620	15.4330	16.2050	16.9770
Binder	14.6620	15.4330	16.2050	16.9770
Carpenter	17.9200	18.8630	19.8060	20.7490
Cook I	17.9200	18.8630	19.8060	20.7490
Cooks Assistant	14.6620	15.4330	16.2050	16.9770
Dietary Storesperson	14.6620	15.4330	16.2050	16.9770
Dietetic Attendant 1 (Salads & SHC)	14.6620	15.4330	16.2050	16.9770
Dietetic Attendant 1 (Dishroom, Caf, Beltine, Dishroom/PT. Services)	14.6620	15.4330	16.2050	16.9770
Dietetic Attendant II	14.6620	15.4330	16.2050	16.9770
Dispatcher	14.6620	15.4330	16.2050	16.9770
Driver	14.6620	15.4330	16.2050	16.9770
Electrician	21.9020	23.0550	24.2080	25.3600
Electronic Technician	17.9200	18.8630	19.8060	20.7490
Environmental Services Aide	14.6620	15.4330	16.2050	16.9770
Environmental Services Cleaner	14.6620	15.430	16.2050	16.9770
Facility Technician II	17.9200	18.8630	19.8060	20.7490
Groundskeeper	14.6620	15.4330	16.2050	16.9770
Health Care Aide	14.6620	15.4330	16.2050	16.9770
Instrument Aide	14.6620	15.4330	16.2050	16.9770
Laboratory Aide	14.6620	15.4330	16.2050	16.9770
Linen Aide	14.6620	15.4330	16.2050	16.9770
Maintenance Helper	14.6620	15.4330	16.2050	16.9770
Mat Mgmt Receiver	17.9200	18.8630	19.8060	20.7490
Mechanic I	17.9200	18.8630	19.8060	20.7490
Mechanic II	17.9200	18.8630	19.8060	20.7490
NRPN	14.6620	15.4330	16.2050	16.9770
Operating room Technician	17.9200	18.8630	19.8060	20.7490
Orthopaedic Attendant	14.6620	15.4330	16.2050	16.9770
OR Supply Equipment Technician	14.6620	15.4330	16.2050	16.9770
OR Team Attendant	14.6620	15.4330	16.2050	16.9770
Painter	17.9200	18.8630	19.8060	20.7490
Physio Aide Non-Certified	14.6620	15.4300	16.2050	16.9770

JOB DESCRIPTION	<u>Start</u>	<u>1 Year</u>	<u>2 Year</u>	<u>3 Year</u>
Plumber	17.9200	18.8630	19.8060	20.7490
Porter	14.6620	15.4330	16.2050	16.9770
Printer	14.6620	15.4330	16.2050	16.9770
Printers Helper	14.6620	15.4330	16.2050	16.9770
Radiology	14.6620	15.4330	16.2050	16.9770
Registered Orthopaedic Technologist	17.9200	18.8630	19.8060	20.7490
Rehab/Physio Assistant Certified	17.9200	18.8630	19.8060	20.7490
RPN	17.9200	18.8630	19.8060	20.7490
Seamstress	14.6620	15.4330	16.2050	16.9770
Senior Electronic Technician	21.9020	23.0550	24.2080	25.3600
Senior Orth Technician	21.9020	23.0550	24.2080	25.3600
Senior Technician	21.9020	23.0550	24.2080	25.3600
Storesperson	14.6620	15.4330	16.2050	16.9770
Storesperson, Senior	17.9200	18.8630	19.8060	20.7490
Supply Aide	14.6620	15.4330	16.2050	16.9770
Technician I	17.9200	18.8630	19.8060	20.7490
Transporter	14.6620	15.4330	16.2050	16.9770
Urology Technician	14.6620	15.4330	16.2050	16.9770

SERVICE EMPLOYEES INTERNATIONAL UNION

Service Salary

Effective: October 11, 2002

SCHEDULE ``A''

JOB DESCRIPTION	<u>Start</u>	<u>1 Year</u>	<u>2 Year</u>	<u>3 Year</u>
Anaesthesia Technician*	22.5591	23.7467	24.9342	26.1208
Autoclave Operator	15.1019	15.8960	16.6912	17.4863
Bakers Assistant	15.1019	15.8960	16.6912	17.4863
Binder	15.1019	15.8960	16.6912	17.4863
Carpenter	17.4576	19.4289	20.4002	21.3175
Cook I	18.4576	19.4289	20.4002	21.3175
Cooks Assistant	15.1019	15.8960	16.6912	17.4863
Dietary Storesperson	15.1019	15.8960	16.6912	17.4863
Dietetic Attendant 1 (Salads & SHC)	15.1019	15.8960	16.6912	17.4863
Dietetic Attendant 1 (Dishroom, Caf, Beltine, Dishroom/PT. Services)	15.1019	15.8960	16.6912	17.4863
Dietetic Attendant II	15.1019	15.8960	16.6912	17.4863
Dispatcher	15.1019	15.8960	16.6912	17.4863
Driver	15.1019	15.8960	16.6912	17.4863
Electrician	22.5591	23.7467	24.9342	26.1208
Electronic Technician	18.4576	19.4289	20.4002	21.3715
Environmental Services Aide	15.1019	15.8960	16.6912	17.4863
Environmental Services Cleaner	15.1019	15.8960	16.6912	17.4863
Facility Technician II	18.4576	19.4289	20.4002	21.3715
Groundskeeper	15.1019	15.8960	16.6912	17.4863
Health Care Aide	15.1019	15.8960	16.6912	17.4863
Instrument Aide	15.1019	15.8960	16.6912	17.4863
Laboratory Aide	15.1019	15.8960	16.6912	17.4863
Linen Aide	15.1019	15.8960	16.6912	17.4863
Maintenance Helper	15.1019	15.8960	16.6912	17.4863
Mat Mgmt Receiver	18.4576	19.4289	20.4002	21.3715
Mechanic I	18.4576	19.4289	20.4002	21.3715
Mechanic II	18.4576	19.4289	20.4002	21.3715
NRPN	15.1019	15.8960	16.6912	17.4863
Operating Room Technician	18.4576	19.4289	20.4002	21.3715
Orthopaedic Attendant	15.1019	15.8960	16.6912	17.4863
OR Supply Equipment Technician	15.1019	15.8960	16.6912	17.4863
OR Team Attendant	15.1019	15.8960	16.6912	17.4863
Painter	18.4576	19.4289	20.4002	21.3715
Physio Aide Non-Certified	15.1019	15.8960	16.6912	17.4863

JOB DESCRIPTION	<u>Start</u>	<u>1 Year</u>	<u>2 Year</u>	<u>3 Year</u>
Plumber	18.4576	19.4289	20.4002	21.3715
Porter	15.1019	15.8960	16.6912	17.4863
Printer	15.1019	15.8960	16.6912	17.4863
Printers Helper	15.1019	15.8960	16.6912	17.4863
Radiology	15.1019	15.8960	16.6912	17.4863
Registered Orthopaedic Technologist	18.4576	19.4289	20.4002	21.3715
Rehab/Physio Assistant Certified	18.4576	19.4289	20.4002	21.3715
RPN	18.4576	19.4289	20.4002	21.3715
Seamstress	15.1019	15.8960	16.6912	17.4863
Senior Electronic Technician	22.5591	23.7467	24.9342	26.1208
Senior Orth Technician	22.5591	23.7467	24.9342	26.1208
Senior Technician	22.5591	23.7467	24.9342	26.1208
Storeperson	15.1019	15.8960	16.6912	17.4863
Storeperson, Senior	18.4576	19.4289	20.4002	21.3715
Supply Aide	15.1019	15.8960	16.6912	17.4863
Technician I	18.4576	19.4289	20.4002	21.3715
Transporter	15.1019	15.8960	16.6912	17.4863
Urology Technician	15.1019	15.8960	16.6912	17.4863

SERVICE EMPLOYEES INTERNATIONAL UNION
Service Salary

Effective: October 11, 2003

SCHEDULE "A"

JOB DESCRIPTION	<u>Start</u>	<u>1 Year</u>	<u>2 Year</u>	<u>3 Years</u>
Anaesthesia Technician*	23.2358	24.4590	25.6823	26.9044
Autoclave Operator	15.5549	16.3729	17.1919	19.0109
Bakers Assistant	15.5549	16.3729	17.1919	19.0109
Binder	15.5549	16.3729	17.1919	19.0109
Carpenter	19.0113	20.0118	21.0122	22.0126
Cook I	19.0113	20.0118	21.0122	22.0126
Cooks Assistant	15.5549	16.3729	17.1919	18.0109
Dietary Storesperson	15.5549	16.3729	17.1919	18.0109
Dietetic Attendant 1 (Salads & SHC)	15.5549	16.3729	17.1919	18.0109
Dietetic Attendant 1 (Dishroom, Caf, Beltine, Dishroom/PT. Services)	15.5549	16.3729	17.1919	18.0109
Dietetic Attendant II	15.5549	16.3729	17.1919	18.0109
Dispatcher	15.5549	16.3729	17.1919	18.0109
Driver	15.5549	16.3729	17.1919	18.0109
Electrician	23.2358	24.4590	25.6823	26.9044
Electronic Technician	19.0113	20.0118	21.0122	22.0126
Environmental Services Aide	15.5549	16.3729	17.1919	18.0109
Environmental Services Cleaner	15.5549	16.3729	17.1919	18.0109
Facility Technician II	19.0113	20.0118	21.0122	22.0126
Groundskeeper	15.5549	16.3729	17.1919	18.0109
Health Care Aide	15.5549	16.3729	17.1919	18.0109
Instrument Aide	15.5549	16.3729	17.1919	18.0109
Laboratory Aide	15.5549	16.3729	17.1919	18.0109
Linen Aide	15.5549	16.3729	17.1919	18.0109
Maintenance Helper	15.5549	16.3729	17.1919	18.0109
Mat Mgmt Receiver	19.0113	20.0118	21.0122	22.0126
Mechanic I	19.0113	20.0118	21.0122	22.0126
Mechanic II	19.0113	20.0118	21.0122	22.0126
NRPN	15.5549	16.3729	17.1919	18.0109
Operating Room Technician	19.0113	20.0118	21.0122	22.0126
Orthopaedic Attendant	15.5549	16.3729	17.1919	18.0109
OR Supply Equipment Technician	15.5549	16.3729	17.1919	18.0109
OR Team Attendant	15.5549	16.3729	17.1919	18.0109
Painter	19.0113	20.0118	21.0122	22.0126
Physio Aide	15.5549	16.3729	17.1919	18.0109
Non-Certified				

JOB DESCRIPTION	Start	1 Year	2 Year	3 Year
Plumber	19.0113	20.0118	21.0122	22.0126
Porter	15.5549	16.3729	17.1919	18.0109
Printer	15.5549	16.3729	17.1919	18.0109
Printers Helper	15.5549	16.3729	17.1919	18.0109
Radiology	15.5549	16.3729	17.1919	18.0109
Registered Orthopaedic Technologist	19.0113	20.0118	21.0122	22.0126
Rehab/Physio Assistant Certified	19.0113	20.0118	21.0122	22.0126
RPN	19.0113	20.0118	21.0122	22.0126
Seamstress	15.5549	16.3729	17.1919	18.0109
Senior Electronic Technician	23.2358	24.4590	25.6823	26.9044
Senior Orth Technician	23.2358	24.4590	25.6823	26.9044
Senior Technician	23.2358	24.4590	25.6823	26.9044
Storeperson	15.5549	16.3729	17.1919	18.0109
Storeperson, Senior	19.0113	20.0118	21.0122	22.0126
Supply Aide	15.5549	16.3729	17.1919	18.0109
Technician I	19.0113	20.0118	21.0122	22.0126
Transporter	15.5549	16.3729	17.1919	18.0109
Urology Technician	15.5549	16.3729	17.1919	18.0109

SERVICE EMPLOYEES INTERNATIONAL UNION

Clerical Salary

Effective: October 11, 2001

SCHEDULE ``B``

JOB DESCRIPTION	<u>Start</u>	<u>1 Year</u>	<u>2 Year</u>	<u>3 Year</u>
Desk Clerk	14.6620	15.4330	16.2050	16.9770
Diagnostic Imaging Clerk	14.6620	15.4330	16.2050	16.9770
File Clerk	14.6620	15.4330	16.2050	16.9770
Clerical Assistant	14.6620	15.4330	16.2050	16.9770
Booking Clerk	14.6620	15.4330	16.2050	16.9770
Medical Secretary I	14.6620	15.4330	16.2050	16.9770
Discharge Planning Clerk	14.6620	15.4330	16.2050	16.9770
Accounting Clerk	14.6620	15.4330	16.2050	16.9770
Registration Bed Control Clerk	14.6620	15.4330	16.2050	16.9770
Health Records Technician	14.6620	15.4330	16.2050	16.9770
Library Assistant	14.6620	15.4330	16.2050	16.9770
Clerk Typist 5 (Social Work)	14.6620	15.4330	16.2050	16.9770
Clerk Typist 5 (Adult Psych)	14.6620	15.4330	16.2050	16.9770
Senior Clerk Typist (AMHOPD)	14.6620	15.4330	16.2050	16.9770
Data Entry Clerk	14.6620	15.4330	16.2050	16.9770
Genetic Screen Library Assistant	14.6620	15.4330	16.2050	16.9770
Senior Clerk Typist	14.6620	15.4330	16.2050	16.9770
Dietetic Services Senior Clerk Typist	14.6620	15.4330	16.2050	16.9770
Unit Clerk	14.6620	15.4330	16.2050	16.9770
OR	14.6620	15.4330	16.2050	16.9770
Microfilm Clerk II	14.6620	15.4330	16.2050	16.9770
Clerk Typist 5 (Child Development & Counselling	14.6620	15.4330	16.2050	16.9770
Registration & Records Officer	14.6620	15.4330	16.2050	16.9770
Switchboard Operator	14.6620	15.4330	16.2050	16.9770
Junior Clerk Typist Laboratory	14.6620	15.4330	16.2050	16.9770
Junior Clerk Typist MIP	14.6620	15.4330	16.2050	16.9770
Microfilm Clerk I	14.6620	15.4330	16.2050	16.9770
Cashier-Dietetic Services	14.6620	15.4330	16.2050	16.9770
Clerk Typist Junior (Diagnostic Imaging)	14.6620	15.4330	16.2050	16.9770
Clerk Typist Junior (HealthRecords)	14.6620	15.4330	16.2050	16.9770

<u>JOB DESCRIPTION</u>	<u>Start</u>	<u>1 Year</u>	<u>2 Year</u>	<u>3 Year</u>
Clerk Receptionist (Laboratory)	14.6620	15.4330	16.2050	16.9770
Billing Clerk (Out-Patients, In Patients)	14.6620	15.4330	16.2050	16.9770
Part-time Clerk	14.6620	15.4330	16.2050	16.9770
Patient Accounts	14.6620	15.4330	16.2050	16.9770
Senior Clerk Typist	14.6620	15.4330	16.2050	16.9770
Billing Clerk II (Collections)	14.6620	15.4330	16.2050	16.9770
Maintenance Clerk	14.6620	15.4330	16.2050	16.9770
Correspondence Secretary (Health Records)	14.6620	15.4330	16.2050	16.9770
Medical Dicta Typist	14.6620	15.4330	16.2050	16.9770
Unit Clerk	14.6620	15.4330	16.2050	16.9770
File Clerk (Film Librarian)	14.6620	15.4330	16.2050	16.9770
Medical Secretary II	17.9200	18.8630	19.8060	20.7490
Senior Communications Operator	17.9200	18.8630	19.8060	20.7490
Senior Medical Transcriptionist	17.9200	18.8630	19.8060	20.7490
Senior Booking Clerk	17.9200	18.8630	19.8060	20.7490
Buyer I	17.9200	18.8630	19.8060	20.7490
Senior Health Records Technician	17.9200	18.8630	19.8060	20.7490
Senior Library Assistant	17.9200	18.8630	19.8060	20.7490
Unit Secretary	17.9200	18.8630	19.8060	20.7490
Buyer II	21.9020	23.0550	24.2080	25.3600

SERVICE EMPLOYEES INTERNATIONAL UNION
Clerical Salary

Effective: October 11, 2002

SCHEDULE ``B``

JOB DESCRIPTION	<u>Start</u>	<u>1 Year</u>	<u>2 Year</u>	<u>3 Year</u>
Desk Clerk	15.1019	15.8960	16.6912	17.4863
Diagnostic Imaging Clerk	15.1019	15.8960	16.6912	17.4863
File Clerk	15.1019	15.8960	16.6912	17.4863
Clerical Assistant	15.1019	15.8960	16.6912	17.4863
Booking Clerk	15.1019	15.8960	16.6912	17.4863
Medical Secretary I	15.1019	15.8960	16.6912	17.4863
Discharge Planning Clerk	15.1019	15.8960	16.6912	17.4863
Accounting Clerk	15.1019	15.8960	16.6912	17.4863
Registration Bed Control Clerk	15.1019	15.8960	16.6912	17.4863
Health Records Technician	15.1019	15.8960	16.6912	17.4863
Library Assistant	15.1019	15.8960	16.6912	17.4863
Clerk Typist 5 (Social Work)	15.1019	15.8960	16.6912	17.4863
Clerk Typist 5 (Adult Psych)	15.1019	15.8960	16.6912	17.4863
Senior Clerk Typist (AMHOPD)	15.1019	15.8960	16.6912	17.4863
Data Entry Clerk	15.1019	15.8960	16.6912	17.4863
Genetic Screen Library Assistant	15.1019	15.8960	16.6912	17.4863
Senior Clerk Typist	15.1019	15.8960	16.6912	17.4863
Dietetic Services Senior Clerk Typist	15.1019	15.8960	16.6912	17.4863
Unit Clerk	15.1019	15.8960	16.6912	17.4863
OR	15.1019	15.8960	16.6912	17.4863
Microfilm Clerk II	15.1019	15.8960	16.6912	17.4863
Clerk Typist 5 (Child Development & Counselling	15.1019	15.8960	16.6912	17.4863
Registration & Records Officer	15.1019	15.8960	16.6912	17.4863
Switchboard Operator	15.1019	15.8960	16.6912	17.4863
Junior Clerk Typist Laboratory	15.1019	15.8960	16.6912	17.4863
Junior Clerk Typist MIP	15.1019	15.8960	16.6912	17.4863
Microfilm Clerk I	15.1019	15.8960	16.6912	17.4863
Cashier-Dietetic Services	15.1019	15.8960	16.6912	17.4863
Clerk Typist Junior (Diagnostic Imaging)	15.1019	15.8960	16.6912	17.4863
Clerk Typist Junior (Health Records)	15.1019	15.8960	16.6912	17.4863

<u>JOB DESCRIPTION</u>	<u>Start</u>	<u>1 Year</u>	<u>2 Year</u>	<u>3 Year</u>
Clerk Receptionist (Laboratory)	15.1019	15.8960	16.6912	17.4863
Billing Clerk (Out-Patients, In Patients)	15.1019	15.8960	16.6912	17.4863
Part-time Clerk	15.1019	15.8960	16.6912	17.4863
Patient Accounts	15.1019	15.8960	16.6912	17.4863
Senior Clerk Typist	15.1019	15.8960	16.6912	17.4863
Billing Clerk II (Collections)	15.1019	15.8960	16.6912	17.4863
Maintenance Clerk	15.1019	15.8960	16.6912	17.4863
Correspondence Secretary (Health Records)	15.1019	15.8960	16.6912	17.4863
Medical Dicta Typist	15.1019	15.8960	16.6912	17.4863
Unit Clerk	15.1019	15.8960	16.6912	17.4863
File Clerk (Film Librarian)	15.1019	15.8960	16.6912	17.4863
Medical Secretary II	18.4576	19.4289	20.4002	21.3715
Senior Communications Operator	18.4576	19.4289	20.4002	21.3715
Senior Medical Transcriptionist	18.4576	19.4289	20.4002	21.3715
Senior Booking Clerk	18.4576	19.4289	20.4002	21.3715
Buyer I	18.4576	19.4289	20.4002	21.3715
Senior Health Records Technician	18.4576	19.4289	20.4002	21.3715
Senior Library Assistant	18.4576	19.4289	20.4002	21.3715
Unit Secretary	18.4576	19.4289	20.4002	21.3715
Buyer II	22.5591	23.7467	24.9342	26.1208

SERVICE EMPLOYEES INTERNATIONAL UNION
Clerical Salary

Effective: October 11, 2003

SCHEDULE ``B``

JOB DESCRIPTION	<u>Start</u>	<u>1 Year</u>	<u>2 Year</u>	<u>3 Year</u>
Desk Clerk	15.5549	16.3729	17.1919	18.0109
Diagnostic Imaging Clerk	15.5549	16.3729	17.1919	18.0109
File Clerk	15.5549	16.3729	17.1919	18.0109
Clerical Assistant	15.5549	16.3729	17.1919	18.0109
Booking Clerk	15.5549	16.3729	17.1919	18.0109
Medical Secretary I	15.5549	16.3729	17.1919	18.0109
Discharge Planning Clerk	15.5549	16.3729	17.1919	18.0109
Accounting Clerk	15.5549	16.3729	17.1919	18.0109
Registration Bed Control Clerk	15.5549	16.3729	17.1919	18.0109
Health Records Technician	15.5549	16.3729	17.1919	18.0109
Library Assistant	15.5549	16.3729	17.1919	18.0109
Clerk Typist 5 (Social Work)	15.5549	16.3729	17.1919	18.0109
Clerk Typist 5 (Adult Psych)	15.5549	16.3729	17.1919	18.0109
Senior Clerk Typist (AMHOPD)	15.5549	16.3729	17.1919	18.0109
Data Entry Clerk	15.5549	16.3729	17.1919	18.0109
Genetic Screen Library Assistant	15.5549	16.3729	17.1919	18.0109
Senior Clerk Typist	15.5549	16.3729	17.1919	18.0109
Dietetic Services Senior Clerk Typist	15.5549	16.3729	17.1919	18.0109
Unit Clerk	15.5549	16.3729	17.1919	18.0109
OR	15.5549	16.3729	17.1919	18.0109
Microfilm Clerk II	15.5549	16.3729	17.1919	18.0109
Clerk Typist 5 (Child Development & Counselling	15.5549	16.3729	17.1919	18.0109
Registration & Records Officer	15.5549	16.3729	17.1919	18.0109
Switchboard Operator	15.5549	16.3729	17.1919	18.0109
Junior Clerk Typist Laboratory	15.5549	16.3729	17.1919	18.0109
Junior Clerk Typist MIP	15.5549	16.3729	17.1919	18.0109
Microfilm Clerk I	15.5549	16.3729	17.1919	18.0109
Cashier-Dietetic Services	15.5549	16.3729	17.1919	18.0109
Clerk Typist Junior (Diagnostic Imaging)	15.5549	16.3729	17.1919	18.0109
Clerk Typist Junior (Health Records)	15.5549	16.3729	17.1919	18.0109

JOB DESCRIPTION	<u>Start</u>	<u>1 Year</u>	<u>2 Year</u>	<u>3 Year</u>
Clerk Receptionist (Laboratory)	15.5549	16.3729	17.1919	18.0109
Billing Clerk (Out-Patients, In Patients)	15.5549	16.3729	17.1919	18.0109
Part-time Clerk Patient Accounts	15.5549	16.3729	17.1919	18.0109
Senior Clerk Typist	15.5549	16.3729	17.1919	18.0109
Billing Clerk II (Collections)	15.5549	16.3729	17.1919	18.0109
Maintenance Clerk	15.5549	16.3729	17.1919	18.0109
Correspondence Secretary (Health Records)	15.5549	16.3729	17.1919	18.0109
Medical Dicta Typist	15.5549	16.3729	17.1919	18.0109
Unit Clerk	15.5549	16.3729	17.1919	18.0109
File Clerk (Film Librarian)	15.5549	16.3729	17.1919	18.0109
Medical Secretary II	19.0113	20.0118	21.0122	22.0126
Senior Communications Operator	19.0113	20.0118	21.0122	22.0126
Senior Medical Transcriptionist	19.0113	20.0118	21.0122	22.0126
Senior Booking Clerk	19.0113	20.0118	21.0122	22.0126
Buyer I	19.0113	20.0118	21.0122	22.0126
Senior Health Records Technician	19.0113	20.0118	21.0122	22.0126
Senior Library Assistant	19.0113	20.0118	21.0122	22.0126
Unit Secretary	19.0113	20.0118	21.0122	22.0126
Buyer II	23.2358	24.4590	25.6823	26.9044

LETTER OF UNDERSTANDING

This letter shall be attached to and form part of the Collective Agreement.

pursuant to the award of the Adams Board dated October 5, 1999 in the event of any dispute between the parties regarding the implementation of Article 10.01 and 10.04 the matter shall be referred to a Board of Arbitration chaired by G. Charney and nominees J. Sack and R. Filion,

Signed at Toronto this day of 20 .

FOR THE PARTICIPATING LOCAL UNION

FOR THE PARTICIPATING
HOSPITALS

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ED AGREEMENT