

Unit No. 66C

Wages.

SOURCE	<i>Union</i>		
EFF.	<i>85</i>	<i>11</i>	<i>16</i>
TERM.	<i>87</i>	<i>10</i>	<i>10</i>
No. OF EMPLOYEES	<i>171</i>		
NOMBRE D'EMPLOYÉS	<i>Rw</i>		

COLLECTIVE AGREEMENT

BETWEEN

TORONTO EAST GENERAL AND
ORTHOPAEDIC HOSPITAL INC.

- AND -

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

EXPIRY: OCTOBER 10, 1987

NOV 3 - 1987

0576702

INDEX

ARTICLE		PAGE
Article 1	Purpose	1
Article 2	Scope and Recognition	1
Article 3	Management Rights	1
Article 4	Definitions	2
	4.01 Temporary Employees	2
Article 5	Union Security	3
	5.01 Union Dues	3
	5.02 Interview Period	3
	5.03 Employee Lists	3
Article 6	No Strike/Lockout	3
Article 7	Union Representation and Committees	4
	7.01 Grievance Committee	4
	7.02 Union Stewards	4
	7.03 Central Bargaining Committee	6
	7.04 Local Negotiating Committee	6
	7.05 Labour-Management Committee	7
Article 8	Grievance and Arbitration	7
	8.05 Policy Grievance	8
	8.06 Group Grievance	9
	8.07 Discharge Grievance	9
Article 9	Seniority	10
	9.01 Probationary Period	10
	9.02 Definition of Seniority	11
	9.03 Transfer of Service and Seniority	11
	9.04 Loss of Seniority	11
Article 10	Layoff and Recall	12
Article 11	Job Posting	15
Article 12	No Contracting Out	16
Article 13	Work of the Bargaining Unit	16
	13.02 Employment Agencies	16
	13.03 Volunteers	17
	13.04 Ratio of R.N.'s to R.N.A.'s	17
Article 14	Technological Change	17
Article 15	Leave of Absence	18
	15.01 Bereavement Leave	18
	15.02 Education Leave	18
	15.03 Jury and Witness Duty	19
	15.04 Maternity Leave	19
	15.05 Adoption Leave	21
	15.07 Union Leave	22
	15.08 Personal Leave	22
Article 16	Hours of Work	23
	16.01 Daily and Weekly Hours of Work	23
	16.02 Rest Periods	23
	16.03 Time Off Between Shifts	23
	16.10 Reporting	24
Article 17	Premium Payment	25
	17.01 Definition of Regular Straight Time Rate of Pay	25
	17.02 Overtime Premium	25

	17.03 Reporting Pay	25
	17.04 Standby	25
	17.05 Call Back	26
	17.06 Shift Premium	26
	17.07 Responsibility Outside the Bargaining Unit	26
	17.08 Overtime - Lieu Time	26
	17.09 Paid Time to Working Time	27
Article 18	Allowances	27
	18.01 Meal Allowance	27
	18.02 Uniform Allowance	27
	18.03 Transportation Allowance	27
Article 19	Health and Safety	28
	19.01 Accident Prevention - Health and Safety Committee	28
	19.02 Protective Clothing	28
Article 20	Holidays	29
Article 21	Vacations	29
	21.01 Part-time Vacation Pay	29
Article 22	Benefits for Part-time Employees	30
Article 23	Injury and Disability	30
	23.01 Workers' Compensation Injury	30
	23.02 Disabled Employees	30
Article 24	Progression on the Wage Grid	30
Article 25	Compensation	30
	25.01 Experience Pay	30
	25.02 Promotion to a Higher Classification	31
	25.03 Temporary Transfer	31
	25.04 Job Classification	31
	25.05 Wages and Classification Premiums	32
Article 26	Relationship	32
Article 27	Bulletin Boards	33
Article 28	Personal Files	33
Article 29	Printing of the Collective Agreement	33
Article 30	Changes to Rules	33
Article 31	Duration	34
	31.01 Renewal	34
	31.02 Term	34
	Letter of Intent	36
	Wage Schedule	37

BETWEEN:

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

- and -

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

ARTICLE 1 - PURPOSE

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

ARTICLE 2 - SCOPE AND RECOGNITION

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

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

ARTICLE 3 - MANAGEMENT RIGHTS

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

- (a) maintain order, discipline and efficiency:

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

ARTICLE 4 - DEFINITIONS

4.01 Temporary Employees

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

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

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

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

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

ARTICLE 5 - UNION SECURITY

5.01 Union Dues

The Union, on behalf of the employees, specifically authorizes the Hospital to deduct monthly, from the wages of each employee in the month following the month in which he was hired, such hourly rate of dues as the Union advises the Hospital from time to time.

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 after the completion of his probationary period 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 Employer 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 Employer's premises, in a room designated by the Employer, and the employees shall report to this room for the interview during the interview period. Effective upon execution of this Agreement, the Employer will supply the Union with the addresses of persons newly employed thereafter when they have completed their probationary period and have their first dues deduction made.

5.03 Employee Lists

Such dues so deducted shall be turned over by the Employer to the Secretary-Treasurer of the Service Employees Union, Local 204. Such dues shall be remitted to the Secretary-Treasurer of the local union on or before the 25th day, if possible, but not later than the last day of the month in which they were deducted. The Union shall hold the Employer harmless with respect to all dues so deducted and remitted and with respect to any liability which the Employer might incur as a result of such deduction and remittance,

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

ARTICLE 6 - NO STRIKE/LOCKOUT

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

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

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

ARTICLE 7 - UNION REPRESENTATION AND COMMITTEES

7.01 Grievance Committee

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

7.02 Union Stewards

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

under this Article as well as the effective date of their respective appointments.

- (d) It is agreed that Union stewards have their regular duties and responsibilities to perform for the Hospital and shall not leave their regular duties without first obtaining permission from their immediate supervisor. If, in the performance of his duties, a Union steward is required to enter an area within the Hospital in which he is not originally employed, he shall report his presence to the supervisor in the area immediately upon entering it. Such permission shall not be unreasonably withheld. When resuming his regular duties and responsibilities, such steward shall again report to his immediate supervisor. A Union steward shall suffer no loss of earnings for time spent in performing the above duties during his regular scheduled working hours.
- (e) Nothing in this Article shall preclude full-time stewards from representing part-time employees and vice versa.
- (f) The number of stewards and the areas which they represent are to be determined locally.
- (g) The Hospital will recognize a Chief Steward and one Steward from each of the following departments of the Hospital except as specifically outlined below:
 - 1. Nursing - R.N.A.
 - 2. Nursing Other (Two)
 - 3. Food Services (Two)
 - 4. Environmental Services and S.P.D.
 - 5. Nights (Employee on Permanent Nights)

If the regular Steward is unavailable, an employee may request the Chief Steward to assist him with his grievance or may request the assistance of a full-time steward.
- (h) The Union shall keep the Hospital notified, in writing, of the names of its currently authorized members of the Grievance Committee.
- (i) Stewards will be permitted to wear a steward's badge as provided by the Union and of the form, style and type approved by the board of arbitration.
- (j) The Union agrees to provide a complete list of the steward body as changes occur.

7.03 Central Bargaining Committee

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

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

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

7.04 Local Negotiating Committee

- (a) The Hospital agrees to recognize a Negotiating Committee comprised of five (5) members to be elected, or appointed from amongst employees in the bargaining unit, who have completed their probationary period.
- (b) Where the Hospital participates in central bargaining, the purpose of the Negotiating Committee shall be to negotiate local issues as defined.
- (c) Where the Hospital does not participate in central bargaining, the purpose of the Negotiating Committee shall be to negotiate a renewal of this Collective Agreement.
- (d) The Hospital agrees that the members of the Negotiating Committee shall suffer no loss of earnings for time spent during their regular scheduled working hours in attending such negotiating meetings with the Hospital up to, but not including, arbitration.
- (e) Nothing in this provision is intended to preclude the Union Negotiating Committee from having the assistance of any representatives of the Union when negotiating with the Hospital,
- (f) The number of employees on the Negotiating Committee shall be determined locally.

7.05 Labour-Management Committee

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

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

ARTICLE 8 - GRIEVANCE AND ARBITRATION

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

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

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

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

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

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

Failing settlement within the five (5) days, it shall then be taken up as a grievance within five (5) days following his

immediate supervisor's decision in the following manner and sequence.

Step 1

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

Step 2

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

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

Step 3

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

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

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

8.05 Policy Grievance

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

It is expressly understood, however, that the provisions of this Article may not be used with respect to a grievance directly affecting an employee which he could have instituted

himself and the regular grievance procedure shall not be thereby by-passed.

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

8.06 Group Grievance

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

8.07 Discharge Grievance

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

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

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

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

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

8.10 When either party requests that any matter be submitted to Arbitration as provided in this Article, it shall make such request, in writing, addressed to the other party to this Agreement and, at the same time, appoint a nominee. Within five (5)

days thereafter, the other party shall appoint its nominee provided, however, that if such party fails to appoint its nominee as herein required, the Minister of Labour for the Province of Ontario shall have the power to make such appointment upon application thereto by the party invoking the arbitration procedure. The two nominees shall attempt to agree upon a chairman of the Arbitration Board. If they are unsuccessful in agreeing upon such a chairman within a period of ten (10) days of the appointment of the second nominee, they shall then request the Minister of Labour for the Province of Ontario to appoint a chairman.

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

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

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

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

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

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

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

ARTICLE 9 - SENIORITY

9.01 Probationary Period

A new employee will be considered on probation until he has completed three hundred and thirty-seven and one-half (337 1/2) hours of work within any twelve (12) calendar months. Upon completion of the probationary period, he shall be credited with seniority equal to three hundred and thirty-seven and one-half

(337 1/2) worked hours. With the written consent of the Hospital, the probationary employee, and the President of the Local Union or designate, such probationary period may be extended. Any extension agreed to will be in writing and will specify the length of the extension. The release or discharge of an employee during the probationary period shall not be the subject of a grievance or arbitration and is at the sole discretion of the Hospital.

9.02 Definition of Seniority

Part-time employees will accumulate seniority on the basis of one (1) year's seniority for each 1,725 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.

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.

$$\frac{\text{Employees' hours of service}}{1950} \times 1725 = \text{Converted hours of service}$$

9.03 Transfer of Service and Seniority

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

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

9.04 Loss of Seniority

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

- (a) employee quits;
- (b) employee is discharged and the discharge is not reversed through the grievance and arbitration procedure:

- (c) employee is absent from scheduled work for a period of three or more consecutive working days without notifying the Hospital of such absence and providing a reason satisfactory to the Hospital;
- (d) employee fails to return to work upon the expiration of a leave of absence or utilizes a leave of absence for a purpose other than that for which it was granted;
- (e) employee has been laid off for eighteen (18) months;
- (f) employee fails, upon being notified of a recall, to signify his intention to return within five (5) working days after he has received the notice of recall and fails to report to work within ten (10) working days after he has received the notice of recall;
- (g) employee is absent due to illness or disability which absence continues for eighteen (18) months.

9.05 A seniority list will be supplied to the Union by the Hospital on or about the 30th day of May and 30th day of November each year.

ARTICLE 10 - LAYOFF AND RECALL

10.01 The Hospital shall give each employee in the bargaining unit who has acquired seniority and who is to be laid off for a period of more than eight (8) weeks notice in writing of his lay-off in accordance with the following schedule:

Up to 3,450 hours' service - One week's notice

3,450 hours' service or more but less than 8,625 hours' service - Two weeks' notice

8,625 hours' service but less than 17,250 hours' service - Four weeks' notice

17,250 hours' or more service - Eight weeks' notice

Such notice will be handed to the employee and a signed acknowledgement requested if the employee is at work at the time the notice is ready for delivery. In the alternative, it shall be mailed by registered mail. An employee on layoff and recalled to a temporary position shall not be entitled to further notice of layoff.

In the event of a proposed layoff of more than eight (8) weeks' duration, the Hospital will:

- (a) Provide the Union with no less than thirty (30) calendar days' notice of such layoff, and
- (b) meet with the Union through the Labour Management Committee to review the following:
 - (i) the reason causing the layoff
 - (ii) the service the Hospital will undertake after the layoff
 - (iii) the method of implementation including the areas of cut-back and employees to be laid off.

In the event of a substantial bed cut-back or cut-back in service, the Hospital will provide the Union with reasonable notice. If requested, the Hospital will meet with the Union through the Labour Management Committee to review the reasons and expected duration of the bed cut-back or cut-back in service, any realignment of service or staff, and its effect on employees in the bargaining unit.

10.02 In all other cases of lay off, the Employer shall give each employee in the bargaining unit who has acquired seniority one (1) week's notice provided, however, such notice shall not be required if the layoff occurs because of emergencies (for example, fire, act of God, power failure, or equipment breakdown).

10.03 In the event of layoff, the Employer 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.

10.04 An employee who is subject to layoff shall have the right to either:

- (a) accept the layoff or;
- (b) displace an employee who has lesser bargaining unit seniority and who is the least Senior employee in a lower or identical paying classification in the bargaining unit if the employee originally subject to layoff can perform the duties of the lower or identical classification without training, other than orientation. Such employee so displaced shall be laid off subject to his or her rights under this section.

The decision of the employee to choose (a) or (b) above shall be given, in writing, to the designated Hospital representative within five (5) working days (excluding Saturday, Sunday and Holidays) following the notification of layoff. Employees failing to do so will be deemed to have accepted the layoff.

10.05 An employee shall have opportunity of recall from a lay-off to an available opening in order of seniority, provided he has the ability to perform the work before such opening is filled on a regular basis under a job posting procedure. The posting procedure in the Collective Agreement shall not apply until the recall process has been completed.

Employees on layoff shall be given preference for temporary vacancies which are expected to exceed ten **(10)** working days. An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may, instead, remain on layoff.

10.06 In determining the ability of an employee to perform the work for the purposes of Paragraphs **.03**, **.04**, and **.05** above, the Employer shall not act in an arbitrary or unfair manner.

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

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

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

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

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

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

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

ARTICLE 11 - JOB POSTING

11.01 Where a permanent vacancy occurs in a classification within the bargaining unit or a new position within the bargaining unit is established by the Hospital, such vacancy shall be posted by the Hospital for a period of five (5) days, excluding Saturday, Sunday and holidays. The posting shall stipulate the qualifications, classification, rate of pay, department and shift, and a copy shall be provided to the Chief Steward. All applications are to be made in writing within the posting period.

11.02 Vacancies created by the filling of a posted vacancy need not be posted; however, consideration for such subsequent vacancies will be given to employees in this bargaining unit who have a request for transfer on file. Such requests will be considered as applications for posted vacancies as well as subsequent vacancies. The maximum number of positions to which an employee may request a transfer at any one time is four (4). Requests for transfer shall become active upon receipt and must be renewed during the month of January of each year to remain so.

11.03 Employees shall be selected for positions under either Article .01 or .02 on the basis of their ability, experience and qualifications. Where these factors are relatively equal amongst the employees considered, seniority shall govern, providing the successful applicant, if any, is qualified to perform the available work. The name of the successful applicant will be posted on the bulletin board and unsuccessful applicants will be notified.

11.04 Where there are no successful applicants from within this bargaining unit for positions referred to in Article .01 and .02, employees in other SEIU Service bargaining units at the Hospital will be considered for such positions prior to considering persons not employed by the Hospital. The employees eligible for consideration shall be limited to those employees who have applied for the position in accordance with Article .01 and .02, and selection shall be made in accordance with Article .03 above.

11.05 Vacancies which are not expected to exceed six (6) months will not be posted and may be filled at the discretion of the Hospital. In filling such vacancies consideration shall be given to part-time employees in SEIU Service bargaining units who have recorded their interest in accordance with .02 above, prior to considering persons not employed by the Hospital. In considering such part-time employees, the criteria for selection in .03 shall apply. Part-time employees selected to fill a

vacancy under this Article will continue to maintain their part-time status and, upon completion of the assignment, the employee will return to his former position.

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

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

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

ARTICLE 12 - NO CONTRACTING OUT

12.01 The Hospital shall not contract out any work usually performed by members of the bargaining unit if, as a result of such contracting out, a layoff of any employees other than casual, part-time employees results from such contracting out. Contracting out to an employer who is organized and who will employ the employees of the bargaining unit who would otherwise be laid off with similar terms and conditions of employment is not a breach of this provision.

ARTICLE 13 - WORK OF THE BARGAINING UNIT

13.01 Not applicable.

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

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

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

ARTICLE 14 - TECHNOLOGICAL CHANGE

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

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

14.03 Employees with one 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 notification to the Union as set forth above and the requirements of the applicable legislation.

14.04 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.

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

ARTICLE 15 - LEAVE OF ABSENCE

15.01 Bereavement Leave

- (a) An employee who notifies the Hospital as soon as possible following a bereavement shall be granted up to three (3) consecutive days off without loss of his regular pay for his scheduled hours from the date of death up to and including the date of the funeral, in order that the employee may make the arrangements for and/or attend 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,
- (b) Where an employee is unable due to distance of travel to attend the funeral of a member of his immediate family as defined in the Collective Agreement, he shall be entitled to leave for mourning on the day of the funeral without loss of regular straight time earnings to which he would otherwise have been entitled on that day.

15.02 Education Leave

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

15.03 Jury and Witness Duty

- (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, traveling 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 (i), (ii), and (iii) above.

15.04 Maternity Leave

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

An employee on leave as set out above who is in receipt of Unemployment Insurance pregnancy benefits pursuant to Section 30 of the Unemployment Insurance Act, **1971**, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between seventy-five percent **(75%)** of her regular weekly earnings and the sum of her weekly Unemployment Insurance benefits and any other earnings. Such payment shall commence following completion of the two week unemployment insurance waiting period and receipt by the Hospital of the employee's

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

- (b) Where the actual date of her delivery is later than the estimated day of her delivery, the leave of absence shall not end before the expiration of six (6) weeks following the actual date of her delivery.
- (c) The employee shall give her Employer four (4) weeks' notice in writing prior to the day upon which she intends to commence her leave of absence and shall furnish her Employer with the certificate of a legally qualified medical practitioner stating that she is pregnant and giving the estimated day upon which delivery will occur in his opinion.
- (d) An employee may, if she desires to return to work, shorten the duration of the leave of absence requested upon giving her Employer three (3) weeks' notice of her intention to do so and furnishing her Employer with the certificate of a legally qualified medical practitioner stating that she is able to resume her work.
- (e) The Employer may require the employee to begin the leave of absence at such time as, in its opinion, the duties of her position cannot reasonably be performed by a pregnant woman or the performance of her work is materially affected by the pregnancy.
- (f) The employee shall, if requested by the Employer, furnish medical proof of her fitness to resume her employment following the leave of absence.
- (g) Credits for service or seniority, for the purpose of salary increments, for vacations, sick leave or other benefits under the provisions of the Collective Agreement or elsewhere shall be retained up to the commencement of the leave of absence but shall not be accumulated during such leave, except that, in the case of an employee who has worked ten (10) or more days during the calendar month, such credits shall continue to accumulate to the end of that calendar month on the basis of what the employees normal regular hours of work would have been.

Credits for competitive seniority (as distinguished from benefit seniority) shall accumulate during the period of the leave,

- (h) An employee intending to resume employment with the Employer is required to advise the Employer in writing four (4) weeks prior to the expiry of the leave of absence for pregnancy. Upon her return to work following such leave, the employee will be returned to her former position or to work of a comparable nature at the same increment level of pay as she received prior to the commencement of the leave, in accordance with the provisions of this Agreement relating to seniority, provided that where operations which were suspended or discontinued by the Employer during such leave of absence have not been resumed by the Employer prior to the expiry thereof. The Employer shall, upon resumption of such operations, return the employee to work as above provided in this paragraph (h) hereof.
- (i) The leave of absence provided for under this Article shall be extended, upon application in writing to the Employer, at least two (2) weeks prior to the expiry of the leave, for a period up to six (6) months following the date the leave commenced,

15.05 Adoption Leave

- (a) Where an employee, with at least ten (10) months of continuous service qualifies to adopt a child, such employee will be entitled to a leave of absence without pay for a period of up to seventeen (17) weeks duration or such greater time concerned up to a maximum aggregate of ~~six~~ (6) months. Such employee shall advise the Hospital as far in advance as possible of having qualified to adopt a child and shall request the leave of absence in writing upon receipt of confirmation of the pending adoption.
- (b) Credit for seniority during any such leave shall accrue for a period of ninety (90) days on the basis of what the employee's normal regular hours of work would have been.
- (c) An employee returning from adoption leave shall be reinstated in her or his former position held at the time of commencing such leave, **or** a comparable position if the original position is not available,

15.06 Not applicable,

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 total number of days shall not exceed twenty (20) days. Not more than two employees shall be absent at any one time and not more than one from the same department,
- (d) In addition to the leave of absence set out above, members of the Union Executive Board and/or Council employed by the Hospital will be entitled to an additional cumulative leave of absence, without pay, not to exceed ten (10) days per contract year, subject to the conditions set out above, for the purpose of attending Executive and/or Council meetings,

15.08 Personal Leave

- (a) A leave of absence may be granted without pay to an employee during any such unpaid leave of absence. The employee will be suspended from earning vacation credits.
- (b) If any leave of absence does not exceed ten (10) working days or two (2) weeks, the employee's seniority will continue to accumulate,
- (c) If any leave of absence exceeds ten (10) working days or two (2) weeks, credits for service and seniority for the purpose of salary increases, under any provisions of the Collective Agreement or elsewhere, shall be suspended for the period of the entire leave of absence. Employees' anniversary dates for service and seniority for all purposes under the Collective Agreement will be adjusted (advanced) by the number of weeks they are away on such leave. Requests for a leave of absence under this Article will be made, in writing, to the Department Head.
- (d) A leave of absence taken in conjunction with an annual vacation leave shall be deemed to commence upon the conclusion of the vacation period.

ARTICLE 16 - HOURS OF WORK

16.01 Daily and Weekly Hours of Work

The regular day shift shall not normally exceed seven and one-half (7 1/2) hours exclusive of meal time for each employee, although it is understood that this Article shall not be nor be construed to be a guarantee as to the hours of work per day nor as to the hours of work per shift nor as to the hours of work per week nor as for any period whatsoever nor as a guarantee of working schedules. It is understood normal hours include those required to accommodate the change from Daylight Saving Time to Standard Time and vice versa to which the other provisions of the Article dealing with Hours of Work and overtime to do not apply. It is further 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. The provisions of this Article are intended only to provide a basis for calculating time worked.

16.02 Rest Periods

- (a) Part-time employees shall be entitled to a paid rest period of fifteen (15) minutes for each three and three-quarter (3 3/4) hours of work during their shift,
- (b) Each employee shall be allowed a lunch period, without pay, of not less than thirty (30) minutes in duration. The Hospital shall continue its policy in attempting to schedule continuous and uninterrupted lunch periods. This provision shall only apply to those employees working more than four (4) hours a day,

16.03 Time Off Between Shifts

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

16.04 Employees covered by this Agreement must work their assigned hours unless prevented by illness or other justifiable cause or unless absent with permission of the Employer.

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

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

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

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

16.07 The Hospital agrees to post schedules of work not less than one (1) week, and preferably two (2) weeks, in advance of the commencement of the schedule. It is understood, however, that where it is necessary to change an employee's schedule, such change in schedule shall not result in premium payment to the employee affected. The Hospital shall provide notice as soon as possible to the affected employee.

16.08 Each employee in Environmental Services, Laundry, Maintenance, Nursing and Food Services departments will be allowed a ten (10) minute period prior to the completion of a full shift as wash up time. It is understood that no employee shall leave his work station prior to the beginning of such wash up time and, further, that each employee shall punch his time card when the shift ends. Should this be abused, it may be withdrawn by management.

16.09 Work shall be offered in accordance with the employee's seniority and stated availability for all scheduled shifts and call-in shifts. Work shall be distributed on an equitable basis.

16.10 Reporting

Reporting Off Duty for Absence

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

Reporting on Duty After Absence

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

@ARTICLE 17 - PREMIUM PAYMENT

17.01 Definition of Regular Straight Time Rate of Pay

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

17.02 Overtime Premium

Employees shall be entitled to payment of time and one-half the employee's basic straight time hourly rate for all authorized overtime work in excess of seven and one-half (7 1/2) 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.

It is understood and acknowledged that the Hospital has the right to require employees to perform reasonable authorized overtime work.

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.

Authorized leave of absence for Union business and statutory holidays shall be considered as time worked for the purpose of computing overtime pay during any particular pay period.

17.03 Reporting Pay

- (a) Employees who report for work at their regular starting time for a regularly scheduled shift when they have not been previously notified not to do so and for whom regular work is not available shall be provided with two (2) hours' work or two (2) hours' pay in lieu thereof at their regular straight time hourly rate. Any employee so affected shall take such temporary work as may be assigned to him in order to qualify. This provision shall have no application if work is not available as a result of causes beyond the control of the Hospital and if an employee receives notice not to report for work at least one hour before the scheduled starting time.

17.04 Standby

An employee who is required to remain available for duty on standby outside the normal working hours for that particular

employee shall receive standby pay in the amount of \$1.40 per hour for all hours on standby.

When an employee is called in to work the standby allowance per shift shall remain payable.

17.05 Call Back

- (a) Where employees are called back to work after having completed a regular shift (defined as 7.5 hours), and prior to the commencement of their next regular shift, they shall receive a minimum of three (3) hours of work or three (3) hours' pay at the rate of time and one-half their regular hourly earnings. Where call back is immediately prior to the commencement of their regular shift, the call back pay will only apply to the point of commencement of a regular shift at the rate of time and one-half after which they shall revert back to the regular shift.
- (b) Call back pay shall cover all calls within the minimum three (3) hour period provided for under (a). If a second call takes place after three (3) hours have elapsed from the time of the first call, it shall be subject to a second call back premium, but in no case shall an employee collect two call back premiums within one such three (3) hour period, and to the extent that a call back overlaps and extends into the hours of his regular shift, (a) shall apply.

17.06 Shift Premium

Employees shall be paid a shift premium of forty-five cents (45 cents) per hour for each hour worked outside the normal hours of the day shift provided that such hours exceed two (2) hours if worked in conjunction with the day shift. Shift premium will not form part of the employee's straight time hourly rate.

17.07 Responsibility Outside the Bargaining Unit

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

17.08 Overtime - Lieu Time

Employees who work overtime shall not be required to take time off during regular working hours to make up for overtime work.

'17.09 Paid Time to Working Time

Employees absent on approved leave, paid by the Employer or by the Workmen's 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.

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 four (4) dollars if the Hospital is unable to provide the meal or has been unable to schedule a meal break during the overtime period.

Notwithstanding the foregoing, where the overtime assignment is for a period of three (3) hours, no more or less, the employee is not required to take a hot meal, if available, and may claim the four (4) dollars payment.

18.02 Uniform Allowance

It is agreed that, where the Hospital requires uniforms to be worn, the Hospital shall either supply and launder uniforms or provide a uniform allowance on a pro rata basis to a maximum of \$50.00 for each 1,725 hours worked exclusive of overtime or time for which premium payments apply.

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

ARTICLE 19 - HEALTH AND SAFETY

19.01 Accident Prevention - Health and Safety Committee

- (a) The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the Hospital in order to prevent accidents, injury and illness.
- (b) Recognizing its responsibilities under the applicable legislation, the Hospital agrees to accept as a member of its Accident Prevention - Health and Safety Committee at least one (1) representative selected or appointed by the Union from amongst bargaining unit employess.
- (c) Such Committee shall identify potential dangers and hazards, institute means of improving health and safety programs and recommend actions to be taken to improve conditions related to safety and health.
- (d) The Hospital agrees to co-operate reasonably in providing necessary information to enable the Committee to fulfill its functions.
- (e) Meetings shall be held every second month, or more frequently at the call of the Chair, if required. The Committee shall maintain minutes of all meetings and make the same available for review.
- (f) Any representative appointed or selected in accordance with (b) hereof shall serve for a term of one (1) calendar year from the date of appointment which may be renewed for further periods of one (1) year. Time off for such representative(s) to attend meetings of the Accident Prevention - Health & Safety Committee in accordance with the foregoing shall be granted and any representative(s) attending such meetings during their regularly scheduled hours of work shall not lose regular earnings as a result of such attendance.
- (g) The Union agrees to endeavour to obtain the full co-operation of its membership in the observation of all safety rules and practices.

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. 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.

ARTICLE 20 - HOLIDAYS

20.01 The following public holidays will be recognized for purposes of calculation of premium pay for working on the holiday.

New Year's Day
Good Friday
Victoria Day
Dominion Day
Boxing Day

Civic Holiday
Labour Day
Thanksgiving Day
Christmas Day

20.02 An employee who is required to work on any of the above named Public Holidays shall receive pay for such work on the said holiday at the rate of time and one-half (1 1/2) the employee's regular rate.

20.03 For the purposes of determining entitlement to premium pay for working on the holiday, the shifts to be included in a holiday shall be those three shifts which actually commence on the holiday.

ARTICLE 21 - VACATIONS

21.01 Part-time Vacation Pay

Vacation entitlement shall be as follows:

A part-time employee who has completed less than 5,175 hours of continuous service as of June 30 shall receive 4% of gross earnings.

A part-time employee who has completed 5,175 hours but less than 13,800 hours of continuous service as of June 30 shall receive 6% of gross earnings.

A part-time employee who has completed 13,800 hours but less than 29,325 hours of continuous service as of June 30 shall receive 8% of gross earnings.

A part-time employee who has completed 29,325 hours of continuous service or more as of June 30 shall receive 10% 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.

21.02 Vacation pay as referred to above will normally be paid prior to October 1st, or at the time the employee takes his

*vacation, provided that such vacation is taken prior to October 1st.

21.03 An employee will not be granted vacation during the Christmas and New Year period.

ARTICLE 22 - BENEFITS FOR PART-TIME EMPLOYEES

22.01 A part-time employee shall receive, in lieu of all fringe benefits (being those benefits to an employee, paid in whole or part by the Hospital, as part of direct compensation or otherwise, including holiday pay, save and except salary, vacation pay, standby pay, call back pay, reporting pay, responsibility allowance, jury and witness duty, bereavement pay and maternity supplemental unemployment benefits), an amount equal to **14%** of his/her regular straight time hourly rate for all straight time hours paid.

ARTICLE 23 - INJURY AND DISABILITY

23.01 Workers' Compensation Injury

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

24.01 Employees shall progress on the wage grid as set out in Schedule A on the basis that **1,725** hours worked equals one (1) year of service.

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

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

an 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 two (2) years of related experience in the classification on the completion of the employee's probationary period. It is understood and agreed that this shall not constitute a violation of the wage schedule 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 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 within seven (7) days. If the local Union challenges the rate, it shall have the right to request a meeting with the Hospital to endeavour to negotiate a mutually satisfactory rate. Such request will be made within ten (10) days after the receipt of notice from the Hospital of such new occupational classification and rate. Any change mutually agreed to resulting from such meeting shall be retroactive to the date that notice of the new rate was given by the Hospital. If the parties are unable to agree, the dispute concerning the new rate may be submitted to arbitration as provided in the Agreement within fifteen (15) days of such meeting. The decision of the Board of Arbitration (or arbitrator as the case may be) shall be based on the relationship established by comparison with the rates for other classifications in

the bargaining unit having regard to the requirements of such 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 that the Union raised the issue with the Hospital.

25.05 Wages and Classification Premiums

- (a) The Hospital agrees to pay and the Union agrees to accept, for the term of this Agreement, the rates of wages set out in Schedule "A" attached hereto.
- (b) The wage rates in effect for the duration of this Collective Agreement shall be as set forth in Schedule "A" attached to and forming part of this Collective Agreement.
- (c) Furniture Movers will receive eighteen cents (18 cents) above the Cleaner rates.
- (d) The Hospital may, from time to time, appoint Lead Hands. The premium shall be 35 cents per hour above the rate of employee(s) supervised. Such opportunities will be posted as a courtesy only, and the provisions of the Job Posting article shall not apply.

ARTICLE 26 - RELATIONSHIP

26.01 The Hospital and the Union agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practiced by either of them or their representatives or members because of an employee's membership

or non-membership in the Union or because of his activity or lack of activity in the Union.

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

ARTICLE 27 - BULLETIN BOARDS

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

ARTICLE 28 - PERSONAL FILES

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

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

ARTICLE 29 - PRINTING OF THE COLLECTIVE AGREEMENT

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

ARTICLE 30 - CHANGES TO RULES

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

ARTICLE 31 - DURATION

31.01 Renewal

Negotiations shall begin within fifteen (15) days following notification for amendment as provided in the preceding paragraph.

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 procedures as may be determined by mutual agreement between the Central Negotiating Committees referred to above.

31.02 Term

- (a) This Agreement shall continue in effect until October 10, 1987 and shall continue automatically thereafter for annual periods of one (1) year each unless either party notifies the other in writing not less than thirty (30) days and not more than ninety (90) days prior to the expiration date that it desires to amend or terminate the Agreement.
- (b) Negotiations shall begin within fifteen (15) days following notification for amendment as provided in the preceding paragraph.
- (c) Notwithstanding the foregoing provisions, in the event the parties to this Agreement agree to negotiate for its renewal through the process of central bargaining, either party to this Agreement may give notice to the other party of its desire to bargain 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.

DATED AT TORONTO, ONTARIO This 22

day of October 1987

TORONTO EAST GENERAL AND
ORTHOPAEDIC HOSPITAL INC.

SERVICE EMPLOYEES INTER-
NATIONAL UNION, LOCAL 204

Patricia Alowley

[Signature]

B. Craft

Jack Lacey

Julian Hagan

BP/CW


LETTER OF INTENT

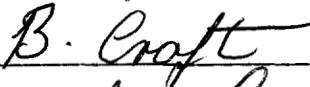
Re: Liability Insurance

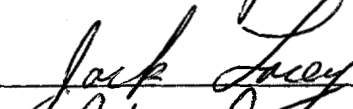
Upon request of the Local Union, and with, reasonable notice, the Hospital will provide a union representative the opportunity to read the provisions of the insurance policy or policies as to employee liability insurance coverage for the classifications of employees represented by the Union.

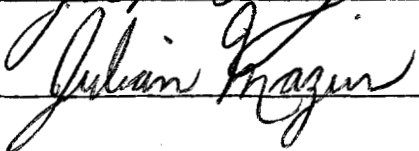
FOR THE UNION

FOR THE HOSPITAL









TORONTO EAST GENERAL & ORTHOPAEDIC HOSPITAL INC.

SALARY RANGES FOR

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

Effective Date	Weekly Hours	After 6 Mths Part-time (862.5 Hours)	After 1 Yr Part-time (1725 Hours)	After 2 Yr Part-time (3450 Hours)
----------------	--------------	--------------------------------------	-----------------------------------	-----------------------------------

Senior Electrician

~~HVAC Mechanic~~

Nov. 16/85	37.5	16.140		16.382
Nov. 16/86		16.790		17.042

Senior Mechanic/Millwright

Senior Plumber

Nov. 16/85		15.182		15.463
Nov. 16/86	37.5	15.794		16.086

Senior Carpenter

Nov. 16/85		14.736	14.978	
Nov. 16/86	37.5	15.330	15.582	

Plasterer

Structural Repair Person

Nov. 16/85		13.495		13.877
Nov. 16/86	37.5	14.039		14.436

Electrician I (Licensed)

Nov. 16/85		13.026	13.270	
Nov. 16/86	37.5	13.551	13.805	

Plumber (Licensed)

Steamfitter (Licensed)

Nov. 16/85		12.663	12.907	
Nov. 16/86	37.5	13.173	13.427	

Mechanic I

Nov. 16/85		12.663		12.907
Nov. 16/86	37.5	13.173		13.427

Painter

Nov. 16/85		12.114	12.357	
Nov. 16/86	37.5	12.602	12.855	

Electrician II (Not Licensed)

Steamfitter (Not Licensed)

Nov. 16/85		12.035		
Nov. 16/86	37.5	12.520		

Maintenance Dispatcher

Nov. 16/85		11.451		11.627
Nov. 16/86	37.5	11.912		12.096

Maintenance Utility Person

Nov. 16/85	11.451	11.627
Nov. 16/86 37.5	11.912	12.096

Urology Attendant - Lead Hand

Nov. 16/85	11.318
Nov. 16/86 37.5	11.774

Registered Nursing Assistant

Nov. 16/85	10.859	10.971	11.094
Nov. 16/86 37.5	11.297	11.413	11.541

Environmental Services - Lead Hand

Nov. 16/85	11.055
Nov. 16/86 37.5	11.479

Cook I

Nov. 16/85	10.806	
Nov. 16/86 37.5	11.241	11.505

Urology Attendant

Nov. 16/85	10.751	10.981
Nov. 16/86 37.5	11.184	11.424

Pharmacy/S.P.D. Attendant - Lead Hand

Nov. 16/85	10.935
Nov. 16/86 37.5	11.377

Nursing Attendant I

Nov. 16/85	10.673	10.788	10.905
Nov. 16/86 37.5	11.103	11.223	11.344

Laundry Worker I

Nov. 16/85	10.638	10.866
Nov. 16/86 37.5	11.067	11.304

Printing Assistant

Cook II

Nov. 16/85	10.503	10.751
Nov. 16/86 37.5	10.926	11.184

Cook III

Nov. 16/85	10.366	10.614
Nov. 16/86 37.5	10.784	11.042

Attendant - Respiratory

Attendant - Pharmacy

Attendant - Radiology

Attendant - Admitting

Supply Processing Distribution

Attendant - S.P.D.

Rehab Assistant

Porter - Nursing Pool

Nov. 16/85	10.351	10.600
Nov. 16/86 37.5	10.768	11.027

Refuse Collector

Nov. 16/85	10.314	10.562
Nov. 16/86 37.5	10.730	10.988

Nursing Attendant II

Nov. 16/85	10.275	10.411	10.525
Nov. 16/86 37.5	10.689	10.831	10.949

Storeperson**Food Service Porter****Cleaner - Laundry****Groundskeeper****Ingredient Control Person****Cleaner - Environmental Services**

Nov. 16/85	10.275	10.525
Nov. 16/86 37.5	10.689	10.949

Non-Registered Nursing Assistant

Nov. 16/85	10.118	10.269	10.418
Nov. 16/86 37.5	10.526	10.683	10.838

Special Diet Cook

Nov. 16/85	9.983	10.223
Nov. 16/86 37.5	10.385	10.635

O.R. Ward Aide**S.P.D. Aide**

Nov. 16/85	9.813	10.055
Nov. 16/86 37.5	10.208	10.460

Laundry Worker II

Nov. 16/85	9.763	9.951
Nov. 16/86 37.5	10.156	10.352

Sewing Person

Nov. 16/85	9.741	9.982
Nov. 16/86 37.5	10.134	10.384

Emergency Ward Aide

Nov. 16/85	9.710	9.951
Nov. 16/86 37.5	10.101	10.352

Ward Aide**Laboratory Cleaner****Food Service Aide****Dispensary Assistant****Cleaning Aide****Respiratory Therapy Aide****Lab Porter****Equipment Aide**

Nov. 16/85	9.605	9.847
Nov. 16/86 37.5	9.992	10.244

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