

Unit No. 158A

1st

SOURCE	union		
EFF.	85	11	15
TERM.	87	10	10
No. OF EMPLOYEES	257		
NOMBRE D'EMPLOYÉS	A H.		

COLLECTIVE AGREEMENT

BETWEEN

THE NORTH YORK GENERAL HOSPITAL

AND

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

PART-TIME SERVICE

EXPIRY: OCTOBER 10, 1987

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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, regularly employed for not more than twenty-four (24) hours per week and students employed during the school vacation period, save and except professional medical staff, registered, graduate and undergraduate nurses, paramedical employees, supervisors, persons above the rank of supervisor, office and clerical staff, 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. 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

The Hospital agrees to deduct from all employees an amount equal to the regular monthly Union dues as certified by the Union during the term of this Agreement. Union dues shall be deducted from new employees in the month following the month in

which they were hired. Dues deducted shall be forwarded to the Secretary-Treasurer of the Union by the 25th day of the month in which they 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

The Hospital agrees to supply the Union with the addresses of all new employees when they are placed on the check off list for the first time.

5.04 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 "lock-out" 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 not more than 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) 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.

7.03 Central Bargaining Committee

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

It is understood and agreed that the maximum number of Union Central Negotiating Committee members entitled to payment under this provision shall be seven (7) and in no case will more than one employee from a hospital be entitled to such payment.

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

7.04 Local Negotiating Committee

- (a) The Hospital agrees to recognize a Negotiating Committee comprising of 1 member 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.

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 as 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 representative 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 meetings.

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.

ance 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 amend any part of this Agreement.

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

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

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

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

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

ARTICLE 9 - SENIORITY

9.01 Probationary Period

A new employee will be considered on probation until he has completed forty-five (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 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 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:

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

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 (3) or more consecutive working days without notifying the Hospital of such absence and providing a reason satisfactory to the Hospital.
- (d) employee fails to return to work upon the expiration of a leave of absence or utilizes a leave of absence

for a purpose other than that for which it was granted;

- (e) employee has been laid off for 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;
- (9) employee is absent due to illness or disability which absence continues for eighteen (18) months.

9.05 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.

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 layoff in accordance with the following schedule.

Up to 3450 hours' service - One week's notice;

3450 hours or more but less than 8625 hours' service - Two weeks' notice;

8625 hours or more 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 followings:

(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 layoff, the Hospital shall give each employee in the bargaining unit who has acquired seniority one weeks' 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 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.

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 the opportunity of recall from a layoff 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 Hospital 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 layoff 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 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 commenced on the day immediately following a **paid** holiday, an employee otherwise qualified for holiday pay shall not be disentitled thereto solely because of the day on which the layoff commenced.

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 or rate of pay, as will any other employee in the Bargaining Unit who was promoted or transferred by reason of such placing. Newly hired employees shall be terminated and such termination shall not be subject to the grievance and arbitration procedure.

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

ARTICLE 12 - NO CONTRACTING OUT

12.01 The Hospital shall not contract out any work usually performed by members of the bargaining unit if, as a result of such contracting out, a 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 Work of the Bargaining Unit

Supervisors excluded from the bargaining unit shall not perform duties normally performed by employees in the bargaining unit which shall directly cause or result in the layoff, loss of seniority or service or reduction in benefits to employees in the bargaining unit.

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

The use of volunteers shall not be expanded beyond the extent of existing practice as of June , 1986.

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 minimizing of adverse effects (if any) upon the employees concerned.

14.03 Employees with one (1) or more years of continued 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 out 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 O.H.I.P.

ARTICLE 15 - LEAVES 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.
- (c) The Hospital may grant bereavement leave in cases where the employee, in the opinion of the Hospital, is not able to comply with the above mentioned conditions, and is entitled to bereavement.

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 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, 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 (a), (b), and (c) 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 therefor, 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, 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 employee's 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 as may be required by the adoption agency 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 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 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) 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.
- (e) The total number of days shall not exceed twenty-five (25) days per twelve (12) month contract year. No more than two (2) employees shall be absent at any one time and not more than one (1) employee from the same department.

15.08 Personal Leave

Any employee may be granted 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

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. When an employee performs authorized overtime work of at least three (3) hours duration, the Employer will allocate a rest period of fifteen (15) minutes duration.

16.03 Not applicable.

16.04 Scheduling Objectives

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 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.

ARTICLE 17 - PREMIUM PAYMENT

17.01 Definition of Straight Time Rate of Pay

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" 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.

17.03 Reporting Pay

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.

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, 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 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 (1). 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.
- (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 three (3) hours pay at time and one-half his straight time hourly rate, subject to the other provisions set out above.

17.06 Shift Premium

Employees shall be paid a shift premium of forty-five cents (45 cents) per hour for 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

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

17.08 Overtime - Lieu Time

Where an employee has worked and accumulated 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 Not applicable.

ARTICLE 18 - ALLOWANCES

18.01 Meal Allowance

When an employee is required to and does work for three (3) or more hours of overtime after his normal shift he shall be provided with a hot meal or four dollars (\$4.00) 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 hours, no more or less, the employee is not required to take a hot meal, if available, and may claim the four dollars (\$4.00) payment.

18.02 Not applicable.

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 cost 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 the Hospital satisfactory proof of payment of such taxi fare.

ARTICLE 19 - HEALTH AND SAFETY

19.01 Accident Prevention - Health and Safety Committee

- (a) The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the Hospital in order to prevent accidents, injury and illness.
- (b) Recognizing its responsibilities under the applicable legislation, the Hospital agrees to accept as a member of its Accident Prevention - Health & Safety Committee at least one (1) representative selected or appointed by the Union from amongst bargaining unit employees.
- (c) Such Committee shall identify potential dangers and hazards, institute means of improving health and safety programs and recommend actions to be taken to improve conditions related to safety and health.
- (d) The Hospital agrees to co-operate reasonably in providing necessary information to enable the Committee to fulfill its functions.
- (e) Meetings shall be held every second month or more frequently at the call of the Chair if required. The Committee shall maintain minutes of all meetings and make the same available for review.
- (f) Any representative appointed or selected in accordance with (b) hereof shall serve for a term of one (1) calendar year from the date of appointment which may be renewed for further periods of one (1) year. Time off for such representative(s) to attend meetings of the Accident Prevention - Health & Safety Committee in accordance with the foregoing shall be granted and 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 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, 1986 and on that date for each subsequent year the Hospital will provide \$30.00 per year to each part-time employee who has achieved 862.5 hours of service and who is required by the Hospital to wear safety footwear during the course of his duties.

ARTICLE 20 - HOLIDAYS

20.01 Any employee required to work on the holidays listed below shall be paid at time and one-half their regular straight time rate of pay for all hours worked on such holiday:

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

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

ARTICLE 21 - VACATIONS

21.01 Part-time Vacation Pay

Effective October 10, 1986, and subject to maintaining any superior conditions concerning vacation entitlement, vacation entitlement shall be as follows:

A part-time employee who has completed less than 5,175 hours of continuous service 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 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 shall receive 8% of gross earnings.

A part-time employee who has completed 29,325 hours of continuous service or more 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 Vacations shall be scheduled in a manner which recognizes seniority in each department and also in a manner in which will provide an equitable system of rotation of the selection of vacation times.

21.03 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.

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

If an employee is injured on the job and his supervisor excuses him from further duty for the balance of his shift, the employee's regular rate of pay shall continue for the balance of that shift.

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

25.05 Wages and Classification Premiums

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

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 practiced upon any employee because of his race, religion, creed, colour, ancestry, place of origin, sex, marital status, membership or nonmembership or activity in the Union.

ARTICLE 27 - DISCIPLINARY NOTICES

27.01 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 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.

27.02 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.

27.03 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.

ARTICLE 28 - BULLETIN BOARD SPACE

28.01 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.

ARTICLE 29 - LABOUR/MANAGEMENT

29.01 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.

29.02 An equal number of representatives of each party totalling six (6), of which three (3) shall be from the Union and three (3) from management 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.

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

ARTICLE 30 - MISCELLANEOUS

30.01 Correspondence

All correspondence between the parties shall pass to and from the Director of Personnel & Labour Relations or their designate and the Union Representative of the Union or their designate unless provided for elsewhere in the Collective Agreement.

30.02 Change of Address

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

ARTICLE 31 - DURATION

31.01 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.

31.02 Term

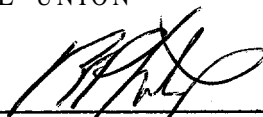
This Agreement shall be effective November 15, 1985 and shall continue in effect until October 10, 1987 and shall con-


tinue automatically thereafter during annual periods of one year each, unless either party notifies the other in writing not less than three calendar months prior to the termination date.


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.

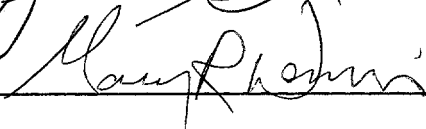
SIGNED AT TORONTO this 13th day of NOVEMBER 1987.

FOR THE UNION




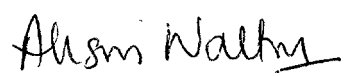
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FOR THE EMPLOYER





BP/DH

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.

WAGE SCHEDULE - NORTH YORK GENERAL HOSPITAL

Effective November 16, 1985

Classification	Start	6 Months	1 Year	2 Years
Dietetic Attendant I Linen Aide Housekeeping Aide	9.58		9.71	9.84
Cleaner	10.24		10.35	10.47
Porter Dietetic Attendant II	10.25		10.36	10.49
Cook's Assistant	10.25		10.46	
Maintenance Helper	10.93		11.09	11.26
R.N.A.	10.86		10.97	11.09
N.R.N.A.	10.20		10.33	10.47
Orthopaedic Attendant	11.06		11.18	11.31
Supply Aide	9.86		9.99	10.11
Health Care Aide	9.45		9.67	9.98
CONTRACT RATES FOR NEW HIRES				
Cook I	10.63		10.76	10.89
Orderly	10.65		10.78	10.92
Orderly Trainee	10.33			
Storesperson	10.63		10.76	10.89
Printers Helper Binder	10.37		10.50	10.63

WAGE SCHEDULE - NORTH YORK GENERAL HOSPITAL

Effective November 16, 1986

Classification	Start	6 Months	1 Year	2 Years
Dietetic Attendant I				
Linen Aide				
Housekeeping Aide	9.96		10.10	10.24
Cleaner	10.65		10.77	10.89
Porter				
Dietetic Attendant II	10.66		10.78	10.91
Cook's Assistant	10.66		10.88	
Maintenance Helper	11.37		11.54	11.71
R.N.A.	11.30		11.41	11.54
N.R.N.A.	10.61		10.75	10.89
Orthopaedic Attendant	11.50		11.63	11.77
Supply Aide	10.26		10.39	10.52
Health Care Aide	9.83		10.06	10.38
CONTRACT RATES FOR NEW HIRES				
Cook I	11.05		11.19	11.33
Orderly	11.08		11.22	11.36
Orderly Trainee	10.75			
Storesperson	11.05		11.19	11.33
Printer's Helper				
Binder	10.79		10.92	11.05