

Unit No. 153A

1st

SOURCE	union		
EFF.	85	11	16
TERM.	87	10	10
No. OF EMPLOYEES	127		
NOMBRE D'EMPLOYES	127		

COLLECTIVE AGREEMENT

BETWEEN

YORK FINCH GENERAL HOSPITAL

- AND -

SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 204

SERVICE PART-TIME

EXPIRY: OCTOBER 10, 1987

NOV 26 1986

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ARTICLE 1 - PURPOSE

1.01 The purpose of this Agreement is to establish mutually satisfactory relations 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 the employees who are subject to the provisions of this Agreement so that there will not be any interference with the operation of the services rendered by the York Finch General Hospital.

ARTICLE 2 - SCOPE AND RECOGNITION

2.01 The Hospital recognizes the Union as the exclusive bargaining agent for all employees of the York Finch 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, office and clerical staff, supervisors, persons above the rank of supervisor, persons covered by subsisting collective agreements.

2.02 The term "paramedical" shall be as per the clarification issued with certificate of March 16, 1984.

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 by an employee who has completed her probationary period that she has been unjustly discharged or disciplined may be the subject of a grievance and dealt with in accordance with the provisions of the grievance procedure;
- (c) establish and enforce rules and regulations to be observed 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 Wherever the term "employee" or "employees" is used in this Agreement, it shall be deemed to include males and females. Similarly, when the masculine pronoun is substituted for the term "employee" or "employees" it shall be deemed to refer to females as well as males.

4.03 Definition of RNA

To maintain their status as such, Registered Nursing Assistants are required to present to the Nursing Administration Office by February 15 of each year, their current certificate of competence. Failure to provide such registration shall result in removal from that classification.

ARTICLE 5 - UNION SECURITY

5.01 Union Dues

- (a) The Hospital shall during the lifetime of this Agreement as a condition of employment, deduct monthly from each employee in the bargaining unit a sum equal to the regular monthly Union dues as certified by the Service Employees International Union, Local 204, A.F. of L., C.I.O., C.L.C. For new employees deduction will commence in the month following the month in which they were hired.
- (b) Union dues shall be deducted from the first pay during each calendar month as certified by Service Employees International Union, Local 204. The Hospital shall remit the sum deducted to the Secretary-Treasurer of

the Local Union before the 25th day of the same month, along with the names for whom the dues were deducted.

- (c) The Union shall hold the Hospital harmless with respect to all dues so deducted and remitted and with respect to any liability which the Hospital might incur as a result of such deduction and remittance.
- (d) The parties agree that all employees in the bargaining unit from the date of signing this Agreement shall be required as a condition of employment to pay Union dues. The Hospital will deduct Union dues in the amount certified by the Service Employees International Union, Local 204, A.F. of L., C.I.O., C.L.C., from earnings accumulated to the credit of employees.

5.02 Interview Period

It is mutually agreed that a Union representative will be given the opportunity of interviewing each new employee once upon completion of 337.5 hours of employment for the purpose of informing such employees of the existence of the Union in the Hospital and of 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 each such interview, the duration of which shall not exceed fifteen (15) minutes. The interview shall take place on the Hospital's premises in a room designated by the Hospital, and the employees shall report to this room during the interview period. All interviews shall be arranged with the Personnel Director, or her representative.

5.03 Employee Lists

The Hospital agrees to furnish the Union, each month, with an up-to-date list of the names and addresses of the employees paying dues and of new employees hired in the classifications under this Agreement.

5.04 Seniority Lists

A seniority list will be published by April 1st of each year and a copy of same given to the Union.

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

ARTICLE 6 - NO STRIKE/LOCKOUT

6.01 This Agreement contains an orderly procedure for final disposition of all grievances. The Union recognizes that it is essential that there should be no interference with the services of the Hospital to the public and to the patients, and agrees, therefore, that it will not cause, direct, or condone a strike or any other form of collective action which would interfere to any degree with the efficient operation of the Hospital during the term of this Agreement. If such action should be taken by the employees in the bargaining unit, the Union shall advise the employees that they should return to work and perform their usual duties. "Strike" or "lockout" shall bear the meaning given them in the Ontario Labour Relations Act.

ARTICLE 7 - UNION REPRESENTATION AND COMMITTEES

7.01 Grievance Committee

- (a) The Hospital will recognize a Grievance Committee composed of the Chief Steward and not more than seven (7) employees representing both full-time and part-time (no more than three (3) of which committee members shall meet with management at any one time), 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 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 the following number of full-time employees to act as stewards in the following areas:
 - 3 - Nursing
 - 1 - Dietary
 - 1 - Materials
 - 1 - Housekeeping
 - 1 - Maintenance
- (h) If the properly classified steward for an employee is unavailable, the employee for the purposes set out in the grievance procedure, may request of his immediate supervisor that the Chief Steward be permitted to assist the employee with his grievance. If the Chief Steward is unavailable the employee may request of his immediate supervisor that another steward be permitted to assist the employee with his grievance.

7.03 Central Bargaining Committee

- (a) 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.

- (b) 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.
- (c) 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 6 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.

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 this right in advance.

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

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 pro-

cedure 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 ~~€~~or 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 ~~€~~or 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) A new employee will be considered on probation until he has completed 337.5 hours of work within any twelve calendar months. Upon completion of the probationary period he shall be credited with seniority equal to 337.5 working hours. With the written consent of the Hospital, the probationary employee, and the President of the Local Union or his designate, such probationary period may be extended. Any extension agreed to will be in writing and will specify the length of the extension. The release or discharge of an employee during the probationary period shall not be the subject of a grievance or arbitration and is at the sole discretion of the Hospital.

(b) Employees having less than 337.5 working hours of service shall be considered probationary employees and will have no seniority rights during this probationary period.

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.

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

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 (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;

- (g) employee is absent due to illness or disability which absence continues for eighteen (18) months.

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 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 17250 hours' service - Four weeks' notice

17250 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 Hospital 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 lay off occurs because of emergencies (for example, fire, act of God, power failure, or equipment breakdown).

10.03 In the event of lay off, the Hospital shall lay off employees in the reverse order of their seniority within their classification; providing that there remain on the job employees who then have the ability to perform the work.

10.04 An employee who is subject to lay-off shall have the right to either:

- (a) accept the lay-off 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 lay-off can perform the duties of the lower or identical classification without training other than orientation. Such employee so displaced shall be laid off 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, .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 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 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 lay-off commenced on the day immediately following a paid holiday, an employee otherwise qualified for holiday pay shall not be disentitled thereto solely because of the day on which the lay-off commenced.

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

10.13 Any agreement reached between the Hospital and the Union concerning the method of implementing lay offs will take precedence over other terms of lay off in the 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** consid-

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

ARTICLE 13 - WORK OF THE BARGAINING UNIT

13.01 Work of the Bargaining Unit

- (a) 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 lay-off, loss of seniority or service or reduction in benefits to employees in the bargaining unit.
- (b) In order to facilitate the operation of the Agreement, the Hospital will supply the Union with a list of employees acting in a supervisory capacity, and will indicate by appropriate job titles the nature and extent of their authority.

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

14.04 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 - LEAVES OF ABSENCE

15.01 Bereavement Leave

An employee who notifies the Hospital as soon as possible following a bereavement shall be granted up to three (3) consecutive days off, without loss of his regular pay for his scheduled hours from the date of death up to and including the date of the funeral, 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.

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

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

- (a) notifies the Hospital immediately on the employee's notification that he will be required to attend at court:
- (b) presents proof of service requiring the employee's attendance:
- (c) deposits with the Hospital the full amount of compensation received excluding mileage, travelling and meal allowances and an official receipt thereof.

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 a 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 (1) calendar year from the date of appointment unless extended for a further specific period by agreement of the parties.

It is understood that such leave **will** be granted with due regard to the proper coverage in those departments from which employees are requesting leave.

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 and from any one area, and the number of days of absence shall be as provided elsewhere in the current local sections of the Agreement (unless altered by local negotiations).
- (d) Leave of absence for Union business may be given without pay up to a cumulative total of thirty (30) days for both full-time and part-time employees during the calendar year. It is agreed that no more than three (3) employees shall be absent on such leave at the same time and not more than one (1) employee from the same area at any one time.

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, for the purpose of attending Executive and/or Council meetings.

15.08 Personal Leave

The Hospital may grant leave of absence without pay to any employee for legitimate personal reasons, and any employees who are absent with such written permission shall not be considered to be laid off.

ARTICLE 16 - HOURS OF WORK

16.01 Daily and Weekly Hours of Work

Except in those areas where the parties agree otherwise, the normal daily hours of work shall be seven and one-half (7 1/2) hours not including a one-half (1/2) hour unpaid meal break.

The provisions of this Article are intended only to provide a basis for calculating time worked and shall not constitute a guarantee of hours of work per shift or per week or for any period whatsoever nor a guarantee of working schedules.

16.02 Rest Periods

All employees will be allowed two fifteen (15) minute rest periods, one (1) in each full half scheduled shift without reduction in pay or without increasing the regular working

hours, except in cases of emergency where the rest period may be delayed.

Each employee shall be allowed thirty (30) minutes for meals on his own time, which meal time shall be continuous and uninterrupted except in cases of emergency.

16.03 Not applicable.

16.04 The Hospital may allow an exchange of shifts at the request of two (2) employees provided that its approval is obtained in advance and that no additional cost to the Hospital results from such exchange of shifts.

16.05 Where the Hospital requires employees to sign in and out, he/she will sign his/her name at the commencement of the shift and on completion of the shift. Should the employee arrive late for his/her scheduled shift or leave early he/she will be required to note the time of arrival or departure. Time in and out must be noted for the purpose of recording overtime.

ARTICLE 17 - PREMIUM PAYMENT

17.01 Definition of Regular 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 Schedules "A" and "B" of this Agreement.

17.02 Overtime Premium

- (a) 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.
- (b) It is understood and acknowledged that the Hospital has the right to require employees to perform reasonable authorized overtime work.
- (c) Callback shall not be considered as hours worked for the purpose of this Article.
- (d) Overtime premium will not be duplicated nor pyramided nor shall other premiums be duplicated nor pyramided nor shall the same hours worked be counted as part of the normal work week and also as hours for which the overtime premium is paid.

17.03 Not applicable.

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 available.

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 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.
- (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 Not applicable.

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 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 dollars (\$4.00) payment.

18.02 Uniform Allowance

Where uniforms are required, the Hospital shall either supply and launder uniforms or provide a uniform allowance of fifty dollars (\$50.00) per year in a lump sum payment in the first pay period of November of each year.

18.03 Transportation Allowance

When an employee is required to travel to the Hospital or to return to her home as a result of reporting to or off work between the hours of 2400-0600 hours, 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

- (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 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 fulfil its functions.
- (e) Meetings shall be held every second month or more frequently at the call of the chair if required. The Committee shall maintain minutes of all meetings and make the same available for review.
- (f) Any representative appointed or selected in accordance with (b) hereof shall serve for a term of one (1) calendar year from the date of appointment which may be renewed for further periods of one (1) year. Time off for such representative(s) to attend meetings of the Accident Prevention - Health and Safety Committee in accordance with the foregoing shall be granted and 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 Hospital agrees to recognize the following public holidays on the day on which they fall to all employees who have completed their probationary period:

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

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 the employee's regular rate.

20.03 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 (2 1/2) times his regular straight time hourly rate for such additional authorized overtime.

20.04 A tour that begins or ends during the twenty-four (24) hour period of a holiday designated in Article 20.01, where the majority of hours worked falls within the holiday, shall be deemed to be work performed on the holiday for the full period of the tour.

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 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.

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 Hospital will pay the employee's wage 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 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

- (a) 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 she shall receive no less an increase in wage rate than the equivalent of one step in the wage rate of her previous classification (provided that she does not exceed the wage rate of the classification to which she has been promoted).
- (b) If the employee is maintained in the new job, she shall then carry with her to the new job all rights and privileges including seniority and she shall then progress between that range and the top of the range in increment stages in accordance with the time served in the new job.

25.03 Temporary Transfer

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

25.04 Job Classification

- (a) When a new classification (which is covered by the terms of this Collective Agreement) is established by the Hospital, the Hospital shall determine the rate of pay for such new classification **and** notify the local Union of the same within seven (7) days. **If** the local Union challenges the rate, it shall have the right to

request a meeting with the Hospital to endeavour to negotiate a mutually satisfactory rate. Such request will be made within ten (10) days after the receipt of notice from the Hospital of such new occupational classification and rate. Any change mutually agreed to resulting from such meeting shall be retroactive to the date that notice of the new rate was given by the Hospital. If the parties are unable to agree, the dispute concerning the new rate may be submitted to arbitration as provided in the Agreement within fifteen (15) days of such meeting. The decision of the Board of Arbitration (or arbitrator as the case may be) shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classification.

- (b) When the Hospital makes a substantial change during the term of this Agreement in the job content of an existing classification which in reality causes such classification to become a new classification, the Hospital agrees to meet with the Union if requested to permit the Union to make representation with respect to the appropriate rate of pay,
- (c) If the matter is not resolved following the meeting with the Union the matter may be referred to arbitration as provided in the Agreement within fifteen (15) days of such meeting. The decision of the Board of Arbitration (or arbitrator as the case may be) shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such 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

The Hospital agrees to pay and the Union agrees to accept for the term of this Agreement the wages as set out in Schedules "A" and "B" attached hereto and forming part of this Agreement.

ARTICLE 26 - GENERAL

26.01 Locker facilities will be provided for the employees' convenience when such become available.

26.02 The Hospital agrees to supply a bulletin board for posting of Union notices provided they bear the signature of an

authorized officer or steward of the Union and are approved by the Hospital prior to posting. Such approval will not be unreasonably withheld.

26.03 After joint consultation, the Union and the Hospital will share equally the printing cost of this Agreement.

26.04 Personnel Files

- (a) Each employee shall have reasonable access to his/her personnel file for the purpose of reviewing any evaluations or formal disciplinary notations contained therein. Such request will be made in writing by the employee, to the Human Resources Department and will be reviewed in the presence of the Director of Human Resources or her designate. The Human Resources Department will endeavour to provide said file within one working day of the request.
- (b) Any letter of reprimand, suspension or other sanction will be removed from the record of the 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.
- (c) Each employee will be given a copy of his/her performance evaluation. The employee will sign such evaluation as having been read and shall have the opportunity to add his/her view to such evaluation.

ARTICLE 27 - DURATION

27.01 This Agreement shall continue in effect until October 10, ~~1987~~ and shall continue automatically thereafter during annual periods of one (1) year each, unless either party notifies the other in writing not earlier than three (3) calendar months prior to the normal termination date of this Collective Agreement.

27.02 In the event of such notification being given as to amendment of the Agreement, negotiations between the parties shall begin within fifteen (15) days following such notification.

27.03(a) 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 of 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.

- (b) It is understood and agreed that "local matters" means those matters which have been determined by mutual agreement between the Central Negotiating Committee respectively representing each of the parties of this Agreement as subject 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.

27.04 If pursuant to such negotiations an agreement on the renewal or amendment of this Agreement is not reached prior to the current expiration date, this Agreement shall expire at such expiration date unless it is extended for a specified period by mutual agreement of the parties.

DATED AT TORONTO, ONTARIO THIS 4th DAY OF November 1987.

YORK FINCH GENERAL HOSPITAL

SERVICE EMPLOYEES INTER-NATIONAL UNION, LOCAL 204

Anne Waldron

[Signature]
Oed A [Signature]

BP/CP

SCHEDULE "A"

Classification	Date	Start	Level 1 (After 12 mos.)	Level 2 (After 24 mos.)	Level 3 (After 36 mos.)
<u>Nursing</u>					
RNA Pending	June 2/85	9.70	9.79	9.88	
	Nov. 16/85	10.185	10.279	10.374	
	Oct. 10/86	10.500			
	Nov. 16/86	10.923			
RNA Nursing Attendant	June 2/85	10.34	10.41	10.49	10.57
	Nov. 16/85	10.857	10.930	11.014	11.098
	Oct. 10/86	10.857	11.014	11.098	
	Nov. 16/86	11.294	11.457	11.545	
<u>Rehab Medicine</u>					
Physio Aide	June 2/85	10.34	10.41	10.49	10.57
	Nov. 16/85	10.857	10.930	11.014	11.098
	Oct. 10/86	10.857	11.014	11.098	
	Nov. 16/86	11.294	11.457	11.545	
Occupational Therapy Aide	June 2/85	9.70	9.79	9.88	
	Nov. 16/85	10.185	10.279	10.374	
	Oct. 10/86	10.185	10.374		
	Nov. 16/86	10.595	10.792		
<u>SPD</u>					
SPD Technician Dispatcher	June 2/85	9.80	9.91	10.02	
	Nov. 16/85	10.290	10.405	10.521	
	Oct. 10/86	10.290	10.521		
	Nov. 16/86	10.704	10.945		
SPD Tech. L/H	June 2/85	10.00	10.11	10.22	
	Nov. 16/85	10.500	10.615	10.731	
	Oct. 10/86	10.500	10.731		
	Nov. 16/86	10.923	11.163		
Linen Attendant	June 2/85	9.31	9.42	9.53	
	Nov. 16/85	9.775	9.891	10.006	
	Oct. 10/86	9.775	10.006		
	Nov. 16/86	10.168	10.409		
<u>Dietary</u>					
Aide Cashier	June 2/85	9.31	9.41	9.53	
	Nov. 16/85	9.775	9.880	10.006	
	Oct. 10/86	9.775	10.006		
	Nov. 16/86	10.168	10.409		
Dishwasher	June 2/85	9.80	9.91	10.02	
	Nov. 16/85	10.290	10.405	10.521	
	Oct. 10/86	10.290	10.521		
	Nov. 16/86	10.704	10.945		

Painter	June 2/85	11.59	11.69	11.79
	Nov. 16/85	12.169	12.274	12.379
	Oct. 10/86	12.169	12.379	
	Nov. 16/86	12.659	12.877	
Prev. Maint. Prgm. Mech., Prof. Bldg. & Mech., Room Mech. Painter L/H	June 2/85	11.91	12.02	12.13
	Nov. 16/85	12.505	12.621	12.736
	Oct. 10/86	12.505	12.736	
	Nov. 16/86	13.009	13.249	
Carpenter	June 2/85	12.13		
	Nov. 16/85	12.736		
	Oct. 10/86	12.736		
	Nov. 16/86	13.249		
Electrician Plumber Mechanic Technician	June 2/85	12.29		
	Nov. 16/85	12.904		
	Oct. 10/86	12.904		
	Nov. 16/86	13.424		
Mechanic L/H Electrician L/H	June 2/85	12.62		
	Nov. 16/85	13.251		
	Oct. 10/86	13.251		
	Nov. 16/86	13.785		

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.

DATED AT Toronto, Ontario this 4th day of November 1987.

YORK FINCH GENERAL HOSPITAL

SERVICE EMPLOYEES INTER-
NATIONAL UNION, LOCAL 204

Anne Waldron

[Signature]
Oed A. [Signature]

