

139 members

Unit No. 153

SOURCE	union		
EFF.	89	10	11
TERM.	91	10	10
No. OF EMPLOYEES	139		
NOM. RE D'EMPLOYÉS	li		

COLLECTIVE AGREEMENT

BETWEEN

YORK FINCH GENERAL HOSPITAL

- AND -

SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 204

SERVICE FULL-TIME

EFFECTIVE: OCTOBER 11, 1989

EXPIRY: OCTOBER 10, 1991

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A. 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 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 regularly employed for not more than twenty-four (24) hours per week and students employed during the school vacation period, and 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 Part-time employees interested in such temporary full-time work may record such interest in writing with the Hospital. Consideration shall be given to such requests prior to hiring new employees.

4.03 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.

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

Such dues shall be deducted from the first pay of each month for full-time employees, and may be deducted from every pay for part-time employees. In the case

of newly hired employees, such deductions shall commence in the month following their date of hire.

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

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

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

5.02 Interview Period

It is mutually agreed that a Union representative will be given the opportunity of interviewing each new employee once upon completion of forty-five (45) days 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. The purpose of the Committee is to deal with complaints or grievances as set out in this Collective Agreement.
- (b) The Union shall keep the Hospital notified in writing of the names of the members of the Grievance Committee appointed or selected under this Article as well as the effective date of their respective appointments.
- (c) A Committee member shall suffer no loss of earnings for time spent during their regular scheduled working hours in attending grievance meetings with the Hospital up to, but not including arbitration. The number of employees on the Grievance Committee shall be determined locally.

7.02 Union Stewards

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

assist in the presentation of any grievance, or with any steward function.

- (c) The Union shall keep the Hospital notified in writing of the names of Union stewards appointed or selected under this Article as well as the effective date of their respective appointments.
- (d) It is agreed that Union stewards have their regular duties and responsibilities to perform for the Hospital and shall not leave their regular duties without first obtaining permission from their immediate supervisor. If, in the performance of his duties, a Union steward is required to enter an area within the Hospital in which he is not originally employed, he shall report his presence to the supervisor in the area immediately upon entering it. Such permission shall not be unreasonably withheld. When resuming his regular duties and responsibilities, such steward shall again report to his immediate supervisor. A Union steward shall suffer no loss of earnings for time spent in performing the above duties during his regular scheduled working hours.
- (e) Nothing in this Article shall preclude full-time stewards from representing part-time employees and vice versa.
- (f) The number of stewards and the areas which they represent, are to be determined locally.
- (g) The Hospital will recognize the following number of full-time employees to act as stewards to represent both full-time and part-time employees 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.
- (i) Regular meetings between five (5) members of the Stewards' Committee and management will be held every second month, unless otherwise arranged. A written

agenda must be provided at least three (3) working days prior to the agreed meeting date and minutes will be kept of all meetings with copies furnished to both parties. Additional people may be called to the meeting as necessary, upon mutual agreement between management and the Union. In addition the Union Business Representative may attend any such meeting.

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 **six** 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 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

the Arbitration Board. If they are unsuccessful in agreeing upon such a chairman within a period of ten (10) days of the appointment of the second nominee, they shall then request the Minister of Labour for the Province of Ontario to appoint a chairman.

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

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

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

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

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

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

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

ARTICLE 9 - SENIORITY

9.01 Probationary Period

- (a) A new employee will be considered on probation until he has completed forty-five (45) days of work within any twelve calendar months. Upon completion of the probationary period he shall be credited with seniority equal to forty-five (45) 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.

- (b) Employees having less than forty-five (45) working days of service shall be considered probationary employees and will have no seniority rights during this probationary period.

9.02 Definition of Seniority

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

Seniority will operate on a bargaining unit wide basis.

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

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 twenty-four (24) calendar months from the time the disability or illness commenced.

9.05 Effect of Absence

- (a) It is understood that during an approved unpaid absence not exceeding thirty (30) continuous days or any approved absence paid by the Hospital, both seniority and service will accrue.
- (b) During an unpaid absence exceeding thirty (30) continuous calendar days, credit for service for purposes of salary increment, vacation, sick leave, or any other benefits under any provisions of the Collective Agreement or elsewhere, shall be suspended for the period of the absence in excess of thirty (30) continuous calendar days, the benefits concerned appropriately reduced on a pro rata basis and the employee's anniversary date adjusted accordingly. In addition, the employee will become responsible for full payment of subsidized employee benefits in which he/she is participating for the period of the absence, except that the Hospital will continue to pay its share of the premiums for up to eighteen (18) months while an employee is in receipt of W.C.B. benefits. Effective April 10, 1989 the Hospital will continue to pay its share of the premiums for the initial seventeen (17) weeks from the commencement of the leave while an employee is on maternity or adoption leave. Effective April 10, 1989, service shall accrue for the initial seventeen (17) weeks from the commencement of the leave if an employee is on maternity or adoption leave. Notwithstanding this provision, service shall accrue for a period of fifteen (15) weeks if an employee's absence is due to a disability resulting in W.C.B. benefits.
- (c) It is further understood that during such unpaid absence, credit for seniority for purposes of promo-

tion, demotion, transfer or lay-off shall be suspended and not accrue during the period of absence. Notwithstanding this provision seniority shall accrue during maternity or adoption leave, or for a period of eighteen (18) months if an employee's absence is due to a disability resulting in W.C.B. benefits, or for a period of one (1) year if an employee's absence is due to an illness.

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 this lay-off in accordance with the following schedule:

Up to one year's service	1 week's notice
1 year but less than 3 years' service	2 weeks' notice
3 years but less than 4 years' service	3 weeks' notice
4 years but less than 5 years' service	4 weeks' notice
5 years but less than 6 years' service	5 weeks' notice
6 years but less than 7 years' service	6 weeks' notice
7 years but less than 8 years' service	7 weeks' notice
8 years' service or more	8 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 **lay-off**
 - (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

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

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

10.06 In determining the ability of an employee to perform the work for the purposes of Paragraphs .03, .04, and .05 above, the 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 No full-time employee within the bargaining unit shall be laid off by reason of his/her duties being assigned to one or more part-time employees.

10.14 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. Vacancies created by the filling of an initial permanent vacancy within the bargaining unit shall be posted for a period of three (3) consecutive days excluding

Saturday, Sunday and holidays. All applications are to be made in writing within the posting period.

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

11.03 Employees shall be selected for positions under Article .01 or 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 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 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 writing, 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 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.

.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

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

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

- (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 to perform bargaining unit work shall not be expanded beyond the extent of existing practice as of June 1, 1986.

14.04 Ratio of RN's to RNA'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.

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

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

14.04 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.

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

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

ARTICLE 15 - LEAVES OF ABSENCE

15.01 Bereavement Leave

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

15.02 Education Leave

- (a) If required by the Hospital, 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, whenever 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.

Where the employee's attendance is required during a different shift than he is scheduled to work that day, the Hospital will attempt to reschedule the shift to include the time spent at such hearing. It is understood that any rescheduling shall not result in the payment of any premium pay.

Where the Hospital is unable to reschedule the employee and, as a result, he is required to attend during other than his regularly scheduled paid hours, he shall be paid for all hours actually spent at such hearing at his straight time hourly rate subject to (a), (b) and (c) above.

15.04 Maternity Leave

.01 An employee who is pregnant and who has been employed for at least ten (10) months immediately preceding the expected date

or birth shall be entitled, upon her written application therefore, 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 maternity benefits pursuant to Section 18 of the Unemployment Insurance Act, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between seventy-five per cent (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 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 benefit 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.

.02 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.

.03 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.

.04 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.

.05 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.

.06 The employee shall, if requested by the Employer, furnish medical proof of her fitness to resume her employment following the leave of absence.

.07 Credits for service shall accumulate for the initial seventeen (17) weeks from the commencement of the leave while an employee is on maternity leave.

Credits for seniority shall accumulate during the period of the leave.

.08 The Hospital will continue to pay its share of the premiums of the subsidized employee benefits in which the employee is participating for the initial seventeen (17) weeks from the commencement of the leave while the employee is on maternity leave. After seventeen (17) weeks and subject to the provisions of the master policies governing such plans, employees desiring to maintain such protection through the Employer shall be entitled to remit to the Employer such full premiums as fall due during the leave so as to insure continued coverage.

.09 No leave granted under the provisions of this Article will be considered sick leave and sick leave credits may not be used.

.10 An employee intending to resume employment with the Employer is required to advise the employer in writing two (2) weeks prior to the expiry of the leave of absence for pregnancy. Subject to any changes to the employee's status which would have occurred had she not been on maternity leave, the employee shall be reinstated to her former duties, on the same shift, in the same department, and at the same rate of pay.

.11 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) Effective on confirmation by the Unemployment Insurance Commission of the appropriateness of the Hospital's Supplemental Unemployment Benefit (SUB) plan, an employee on leave as set out above who is in receipt of Unemployment Insurance adoption benefits pursuant to Section 20 of the Unemployment Insurance Act, 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 adoption 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.

- (c) Credits for service shall accumulate for the initial seventeen (17) weeks from the commencement of the leave while an employee is on adoption leave.

Credits for seniority shall accumulate during the period of the leave.

The Hospital will continue to pay its share of the premiums of the subsidized employee benefits in which the employee is participating for the initial seventeen (17) weeks from the commencement of the leave while the employee is on adoption leave. After seventeen (17) weeks and subject to the provision of the master policies governing such plans, employees desiring to maintain such protection through the Employer shall be entitled to remit to the Employer such full premiums as fall due during the leave so as to insure continued coverage.

- (d) An employee intending to resume employment with the Employer is required to advise the employer in writing two (2) weeks prior to the expiry of the leave of absence for adoption. Subject to any changes to the employee's status which would have occurred had the employee not been on adoption leave, the employee shall be reinstated to her former duties, on the same shift, in the same department and at the same rate of pay.

15.06 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. Seniority and service shall accumulate during such leave to the

maximum provided, if any, under the provisions of the Collective Agreement. It will become the responsibility of the employee for full payment of any applicable benefits in which the employee is participating during such leave of absence.

It is 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 and their seniority shall continue to accumulate during their absence for the first thirty (30) days only.

11.09 The Hospital may grant written leave of absence without pay to any employee for legitimate personal reasons including illness and accident.

ARTICLE 16 - HOURS OF WORK

16.01 Daily and Weekly Hours of Work

Except in those areas where the parties agree otherwise, the regular work week for all employees shall average thirty-seven and one-half (37 1/2) hours (exclusive of meal periods) for each employee during bi-weekly periods, although it is understood that this Article shall not be construed to be a guarantee as to the hours of work per day nor as to the hours of work per week nor as a guarantee of working schedules. 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

- (a) 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.

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

16.03 Time Off Between Shifts

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

16.04 Weekends Off

In scheduling shifts the Hospital will endeavour to arrange schedules so as to provide 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 (1 1/2) unless the Hospital, notwithstanding its best efforts, was unable to meet this standard. This shall not be construed as requiring the Hospital to hire additional staff and 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 work is a result of an exchange of shifts with another employee; or

(iv) the Hospital is unable to comply due to a prohibition against scheduling split days off.

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

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

16.05 Days off shall be consecutive except when management considers that it is not practicable to do so. The Hospital hereby undertakes to use its best efforts consistent with proper management of the Hospital to ensure that days off may be taken consecutively and days off rotated so as to effect an equal distribution thereof among the employees.

16.06 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.

16.07 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.

16.08 Work schedules shall be posted no less than two (2) weeks in advance.

16.09 It is understood normal hours include those required to accommodate the change from Daylight Saving Time to Standard Time and vice versa to which the other provisions of the Articles dealing with Hours of Work and Overtime do not apply. It is further understood that the amount of regular pay for a full normal shift worked shall not be affected by reason of the change in the number of normal hours worked in consequence of such change from Daylight Saving Time to Standard Time and vice versa.

16.10 Scheduling Objectives for RNA's

The Hospital will endeavour to maintain and achieve the additional following objectives in the preparation of work schedules for RNA's although the Union recognizes that economy and efficiency in the operation of the Hospital are primary objectives of scheduling:

- (a) Work schedules to be posted no less than two (2) weeks in advance.
- (b) No split shifts.
- (c) Arrange for paid holidays off to be scheduled equitable among the RNA's regularly working in the same unit.
- (d) An RNA will be scheduled off at least six (6) days in any three (3) week period including at least two periods of two (2) consecutive days off and a minimum of single days.

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 Definition of Overtime (Overtime Premium)

Authorized time worked in excess of the normal daily hours or normal bi-weekly hours of the Hospital shall be paid at the rate of one and one-half (1 1/2) times the employee's basic hourly straight time rate of pay provided no overtime premium

will be paid for overtime on an exchange of shifts mutually agreed to between two (2) employees where approved by the Hospital.

- (a) It is understood and acknowledged that the Hospital has the right to require employees to perform reasonable authorized overtime work.
- (b) 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.
- (c) Employees who work overtime will not be required to take time off in regular hours to make up for overtime worked.
- (d) Callback shall not be considered as hours worked for the purpose of this Article.

17.03 Reporting Pay

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

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 \$2.10 per hour for all hours on standby.

Standby pay shall, however, cease where an employee is called in to work, and works during the period of standby.

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 retroactive to October 11, 1987 a shift premium of forty-five cents (45 cents) per hour for all hours worked where the majority of their scheduled hours fall between 1500 and 0700 hours.

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

17.09 Paid Time to Working Time

Employees absent on approved leave, paid by the Hospital or by 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.

ARTICLE 18 - ALLOWANCES

18.01 Meal Allowance

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

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

18.02 Uniform Allowance

Where uniforms are required, the Hospital shall either supply and launder uniforms or provide a uniform allowance of seventy dollars (\$70.00) 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, (other than reporting to or off work of her regular shift) or at any time while on standby, the Hospital will pay transportation costs either by taxi or by her own vehicle at the rate of thirty-five cents (35 cents) per mile (to a maximum of fourteen dollars (\$14.00)) or such greater amount as the Hospital may in its discretion determine for each trip between the aforementioned hours. The employee will provide to the Hospital satisfactory proof of payment of such taxi fare.

ARTICLE 19 - HEALTH AND SAFETY

19.01 Accident Prevention - Health and Safety Committee

- (a) The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the Hospital in order to prevent accidents, injury and illness.
- (b) Recognizing its responsibilities under the applicable legislation, the Hospital agrees to accept as a member of its Accident Prevention - Health and Safety Committee at least one (1) representative selected or

appointed by the Union from amongst bargaining unit 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 time so spent attending such meetings shall be deemed to be work time for which the representative(s) shall be paid by the Hospital at his regular or premium rate as may be applicable.
- (g) The Union agrees to endeavour to obtain the full co-operation of its membership in the observation of all safety rules and practices.
- (h) Pregnant employees may request to be transferred from their current duties if, in the professional opinion of the employee's physician, the pregnancy may be at risk. If such a transfer is not feasible, the pregnant employee, if she so requests, will be granted an unpaid leave of absence before commencement of the maternity leave referred to in Article 15.04.
- (i) Where the Hospital identifies high risk areas where employees are exposed to Hepatitis B, the Hospital will provide, at no cost to the employees, a Hepatitis B vaccine.

19.02 Protective Clothing

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

protective clothing or safety equipment in addition to that which the Hospital is presently providing.

Effective September 1, 1988, and on that date for each subsequent year the Hospital will provide thirty-five dollars (\$35.00) per year to each full-time employee who is required by the Hospital to wear safety footwear during the course of his duties.

ARTICLE 20 - PAID HOLIDAYS

20.01 The Hospital agrees to recognize the following public holidays with pay on the day on which they fall to all employees who have completed their probationary period:

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

In addition, all employees who have completed their probationary period shall receive two (2) floating holidays to be scheduled by mutual agreement between the employee and supervisor and to be taken by each December 31st. This can be extended to February 15th with the prior written approval of the employee's supervisor.

20.02 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.

20.03(a) In order to qualify for payment for the above-named holidays and under the provisions of Article 20.03(b), an employee must work his regular scheduled working day immediately prior to and following the holiday unless he is absent due to vacation, illness originating in the current or previous pay period in which the holiday occurs or leave of absence on Union business, all of which must be authorized by the Hospital.

(b) 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 in addition to either his regular day's pay or receive a day in lieu of the public holiday at the discretion of the Hospital, such day to be not later than the next annual vacation of the employee. Should the Hospital choose to grant a day in lieu of the public holidays, such lieu day shall be scheduled on a day mutually agreed upon. If

a public holiday falls on an employee's scheduled day off, he will be paid one additional regular day's wages for that day or by mutual agreement he may receive a day off in lieu of the public holiday to be scheduled on a day mutually agreed upon.

- (c) An employee who is absent on a public holiday after being posted to work forfeits all pay for that day.

20.04 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.

20.05 If one of the above-named public holidays occurs during his vacation period, the employee will receive an additional day in lieu thereof.

ARTICLE 21 - VACATIONS

21.01 Entitlement and Calculation of Payment

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

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

An employee who has completed one (1) year but less than three (3) years of continuous service as of their anniversary date shall be entitled to two (2) weeks' annual vacation with pay.

An employee who has completed three (3) years but less than eight (8) years of continuous service as of their anniversary date shall be entitled to three (3) weeks' annual vacation with pay.

Effective October 11, 1989, the service requirement for three (3) weeks vacation shall be two (2) or more years of full-time continuous service.

An employee who has completed eight (8) years but less than fifteen (15) years of continuous service as of their anniversary date shall be entitled to four (4) weeks' annual vacation with pay.

Effective October 11, 1989, the service requirement for four (4) weeks vacation shall be six (6) or more years of full-time continuous service.

Effective October 11, 1990, the service requirement for four (4) weeks vacation shall be five (5) or more years of full-time continuous service.

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

An employee who has completed twenty-five (25) or more years of continuous service as of their anniversary date shall be entitled to six (6) weeks annual vacation with pay.

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

21.02 Approved Leave of Absence During Vacation

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

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

The portion of the employee's vacation which is deemed to be sick leave under the above provision will not be counted against the employee's vacation credits.

21.03 RNA's (hired prior to June 1, 1985 only)
After one year three (3) weeks
After five years four (4) weeks

21.04 Requests for vacation preference between each June 15th and September 15th and each December 15th and January 15th shall be made in writing to one's supervisor no later than each April 15th. The vacation schedule shall be posted no later than each May 15th. All vacation periods will be arranged by the supervisor with consideration being given to the employee's request on a seniority basis and the needs of the department.

All other vacation requests will be reviewed on a first come, first served basis, taking into consideration the needs of the department. The supervisor will endeavour to notify the

employee of the decision within one week of the request. Permission will not be unreasonably withheld.

21.05 An employee who leaves the employ of the Hospital for any reason shall be entitled to receive any unpaid vacation pay which is accrued to his date of separation unless he leaves without giving at least two (2) weeks notice of termination in which case he shall be entitled to the vacation pay calculated in accordance with the provisions of the Employment Standards Act.

ARTICLE 22 - HEALTH AND INSURED BENEFITS

22.01 Insured Benefits

The Hospital agrees, during the term of the Collective Agreement, to contribute towards the premium coverage of participating eligible employees in the active employ of the Hospital under the insurance plans set out below subject to their respective terms and conditions including any enrollment requirements.

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

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

- (c) The Hospital agrees to contribute one hundred percent (100%) of the billed premium towards coverage of eligible employees in the active employ of the Hospital under HOOGLIP or such other group life insurance plan currently in effect providing the balance of the monthly premium is paid by the employee through payroll deduction.
- (d) The Hospital agrees to contribute fifty percent (50%) of the billed premiums towards coverage of eligible employees in the active employ of the Hospital under the Blue Cross #9 Dental Plan or comparable coverage with another carrier (based on the current ODA fee schedule as it may be updated from time to time) providing the balance of the monthly premium is paid by the employee through payroll deduction. Effective the first deduction date the month following the date of ratification of the Memorandum of Settlement by both parties, the Hospital's contribution to the Dental Plan will be 75%.

22.02 Change of Carrier

The Hospital may at any time substitute another carrier for any Plan (other than O.H.I.P.) provided that the benefits provided thereby are substantially the same.

22.03 Pension

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

22.04 The parties agree that any and all surplus or excess, credits or refunds, or reimbursements under whatever name, that may arise, during the term of the Collective Agreement and result from a lower premium amount paid by the Hospital under the Ontario Health Insurance Act or any similar legislation than the total amount paid by the Hospital at the commencement of the Agreement as premium payments for present Health Service, shall accrue to and for the benefit of the Hospital, notwithstanding any legislation to the contrary, and particularly but without limiting the generality, the Ontario Health Insurance Act or any legislation amending or replacing such Act in whole or part.

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 - SICK LEAVE

24.01 'Sick Leave and Long Term Disability

.01 The Hospital will assume total responsibility for providing and funding a short-term sick leave plan at least equivalent to that described in the 1987 Hospitals of Ontario Disability Plan (HOODIP) brochure.

.02 The Hospital will pay seventy-five percent (75%) of the billed premium towards coverage of eligible employees under the long-term disability portion of the plan (HOODIP or an equivalent plan), the employee paying the balance of the billed premium through payroll deduction. For the purpose of transfer to the short-term portion of the disability program, employees on the payroll as of the effective date of the transfer with three (3) months or more of service shall be deemed to have three (3) months of service. For the purpose of transfer to the long-term portion of the disability program, employees will be credited with their actual service.

.03 Effective March 1, 1986 the existing accumulating sick leave plan shall be terminated and any provisions relating to such plan shall be null and void except as to those provisions relating to payout of unused sick leave benefits which are specifically dealt with hereinafter.

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

- (a) Supplement payment for sick leave days under the new program or paragraph 5 below which would otherwise be at less than full wages.

.04 There shall be no pay deduction from an employee's regular scheduled shift when the employee has completed any portion

c the shift prior to going on sick leave benefits or Workers' Compensation benefits.

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

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

.07 Unemployment Insurance Rebate

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

24.02 Workers' Compensation Benefits and Sick Leave

An employee who is absent from work as a result of an illness or injury sustained at work and who has been awaiting approval of a claim for Workers' Compensation for a period longer than one complete pay period may apply to the Hospital for payment equivalent to the lesser of the benefit she would receive from Workers' Compensation if her claim was approved, or the benefit to which she would be entitled under the short term sick portion of the disability income plan (HOODIP or equivalent plan). Payment will be provided only if the employee provides evidence of disability satisfactory to the Hospital and written undertaking satisfactory to the Hospital that any payments will be refunded to the Hospital following final determination of the claim by the Workers' Compensation Board. If the claim for workers' compensation is not approved, the monies paid as an advance will be applied towards the benefits to which the employee would be entitled under the short term portion of the disability income plan. Any payment under this provision will continue for a maximum of fifteen (15) weeks.

ARTICLE 25 - COMPENSATION

25.01 Experience Pay

An employee hired by the Hospital with recent and related experience, may claim at the time of hiring on a form supplied by the Hospital consideration for such experience. Any such claim shall be accompanied by verification of previously related experience. The Hospital shall then evaluate such experience during the probationary period. Where, in the Hospital's opinion such experience is relevant, the employee shall be slotted in that step of the wage progression consistent with one year's service for every two 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 schedules in 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 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 Hospital agrees to pay and the Union agrees to accept for the term of this Agreement the wages as set out in Schedule "A" attached hereto and forming part of this Agreement.

ARTICLE 26 - LOCKERS

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

ARTICLE 27 - BULLETIN BOARDS

27.01 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.

ARTICLE 28 - PERSONNEL FILES

28.01(a) Each employee shall have reasonable access to his/her personnel file for the purpose of reviewing any evaluations or formal disciplinary notations contained

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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 29 - PRINTING

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

ARTICLE 30 - DURATION

30.01(a) This Agreement shall continue in effect until October 10, 1991 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.

- (b) In the event of such notification be given as to amendment of the Agreement, negotiations between the parties shall begin within fifteen (15) days following such notification.
- (c) Notwithstanding the foregoing provisions, in the event the parties to this Agreement agree to negotiate for its renewal through the process of central bargaining, either party to this Agreement may give notice to the other party of its desire to bargain for amendments on local matters proposed for incorporation 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.

- (d) 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.
- (e) 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 THIS 29th DAY OF April 1991.

YORK FINCH GENERAL HOSPITAL

SERVICE EMPLOYEES INTER-NATIONAL UNION, LOCAL 204

Aublain

[Signature]
[Signature]

BP/CC

SCHEDULE "A"
SERVICE FULL-TIME

Classification	Start	1 Year	2 Years	3 Years	4 Years
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Group A

Cleaner I					
Oct. 11/89	12.024	12.295			

Jan. 1/90 (\$0.35/hr)	12.374	12.645			
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Oct. 11/90	13.240	13.530			
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Jan. 1/91 (\$0.325/hr)	13.565	13.855			
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Linen Attendant

Cashier

Dietary Aide I (except Tray Delivery)

Oct. 11/89	12.223	12.484			
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Jan. 1/90 (\$0.20/hr)	12.423	12.684			
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Oct. 11/90	13.293	13.572			
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Jan. 1/91 (\$0.30/hr)	13.593	13.872			
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Dishwasher

Senior Cashier

Oct. 11/89	12.802	13.063			
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Oct. 11/90	13.698	13.977			
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Group B

Cleaner, O.R.

Oct. 11/89	12.024	12.295			
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Jan. 1/90 (\$0.35/hr)	12.374	12.645			
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Oct. 11/90	13.240	13.530			
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Jan. 1/91 (\$0.325/hr)	13.565	13.855			
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Classification	Start	1 Year	2 Years	3 Years	4 Years
Dietary Aide II - Tray Delivery					
Oct. 11/89	12,223	12,484			
Jan. 1/90 (\$0.20/hr)	12,423	12,684			
Oct. 11/90	13,293	13,572			
Jan. 1/91 (\$0.30/hr)	13,593	13,872			
Cleaner II (was Heavy Duty Cleaner)					
Dietary Storekeeper					
Oct. 11/89	12,802	13,063			
Oct. 11/90	13,698	13,977			
S.P.D. Technician					
Oct. 11/89	12,802	13,063			
Oct. 11/90	13,698	13,977			
<u>Group C</u>					
Menu Clerk					
Oct. 11/89	12,223	12,484			
Jan. 1/90 (\$0.20/hr)	12,423	12,684			
Oct. 11/90	13,293	13,572			
Jan. 1/91 (\$0.30/hr)	13,593	13,872			
Storekeeper					
Oct. 11/89	12,802	13,063			
Oct. 11/90	13,698	13,977			
Groundskeeper					
Oct. 11/89	12,908	13,144			
Oct. 11/90	13,812	14,064			
Printer					
Oct. 11/89	13,450	13,746			
Oct. 11/90	14,392	14,708			

Classification	Start	1 Year	2 Years	3 Years	4 Years
Painter					
Oct. 11/89	14.914	15.149			
Oct. 11/89" (\$0.25/hr)	15.164	15.399			
Oct. 11/90	16.225	16.477			
Oct. 11/90* (\$0.25/hr)	16.475	16.727			
<u>Group D</u>					
Unit Aide, Emergency					
Oct. 11/89	12.223	12.484			
Oct. 11/90	13.698	13.977			
Cook					
Oct. 11/89	13.392	13.676			
Oct. 11/90	14.329	14.633			
<u>Group E</u>					
Physiotherapy Aide					
Occupational Therapy Aide.					
Oct. 11/89	12.685	12.897			
Jan. 1/90 (\$0.25/hr)	12.935	13.147			
Oct. 11/90	13.840	14.068			
Jan. 1/91 (\$0.30/hr)	14.140	14.368			
Physiotherapy Attendant					
Nursing Attendant					
Oct. 11/89	13.440	13.616	13.711		
Oct. 11/90	14.380	14.569	14.670		
Mechanic					
Oct. 11/89	14.937	15.186			
Oct. 11/89" (\$0.25/hr)	15.187	15.436			
Oct. 11/90	16.250	16.517			

Classification	Start	1 Year	2 Years	3 Years	4 Years
Oct. 11/90* (\$0.25/hr)	16.500	16.767			
<u>Group F</u>					
R.N.A.					
Oct. 11/89	13.440	13.616	13.711		
Jan. 1/90 (\$0.30/hr)	13.740	13.916	14.011		
Oct. 11/90	14.702	14.890	14.992		
Jan. 1/91 (\$0.30/hr)	15.002	15.190	15.292		
Chief Storekeeper					
Oct. 11/89	14.937	15.186			
Oct. 11/90	15.983	16.249			
P.M.P. Mechanic					
Professional Bldg. Mechanic					
Oct. 11/89	15.292	15.551			
Oct. 11/89* (\$0.68/hr)	15.972	16.231			
Oct. 11/90	17.090	17.367			
Oct. 11/90* (\$0.687/hr)	17.777	18.054			
Carpenter/Locksmith					
March 6/89 (job created)					
Oct. 11/89	15.827	16.114			
Oct. 11/89* (\$0.71/hr)	16.537	16.824			
Oct. 11/90	17.695	18.002			
Oct. 11/90* (\$0.705/hr)	18.400	18.707			

Classification	Start	1 Year	2 Years	3 Years	4 Years
Electrician					
Oct. 11/89	16.172				
Oct. 11/89*	16.824				
(\$0.652/hr)					
Oct. 11/90	18.002				
Oct. 11/90*	18.707				
(\$0.705/hr)					
<u>Group G</u>					
Lead Hand Mechanic					
Oct. 11/89	16.130				
Oct. 11/89*	16.824				
(\$0.70/hr)					
Oct. 11/90	18.002				
Oct. 11/90*	18.707				
(\$0.70/hr)					
<u>Other (not evaluated)</u>					
RNA Pending					
Oct. 11/89	13.039				
Oct. 11/90	13.952				
Maintenance Helper					
Oct. 11/89	12.908	13.144			
Oct. 11/90	13.812	14.064			
Lead Hand Electrician					
Oct. 11/89	16.562				
Oct. 11/89"	17.292				
(\$0.73/hr)					
Oct. 11/90	18.502				
Oct. 11/90"	19.227				
(\$0.725/hr)					

*Classification Increase

If there is no January 1, 1990 increase, there **was** no pay equity adjustment.

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 this 29th day of April 19 91.

YORK FINCH GENERAL HOSPITAL

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 204

Al Waldron

[Signature]
[Signature]

MEMORANDUM OF UNDERSTANDING

Re: Shift Premium

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

This letter is to confirm the parties understanding that:

1. The **11:00** a.m. to **7:00** p.m. shift would not be eligible for shift premium payments.
2. In the event that a Hospital is continuing to pay a shift premium for the **11:00** a.m. to **7:00** p.m. shift, the practice will terminate on
3. Hospital who were paying a shift premium on the **11:00** a.m. to **7:00** p.m. shift under a former provision will not make any retroactive deduction from the date of effecting the change to October **11, 1987**.

DATED At Toronto this *29th* day of *April* 19*91*.

YORK FINCH GENERAL HOSPITAL

SERVICE EMPLOYEES INTER-
NATIONAL UNION, LOCAL 204

A. Waldron

[Signature]

[Signature]

