

85 members

Unit No. 67A

SOURCE	Union		
EFF.	85	11	16
TERM.	87	10	10
No. OF EMPLOYEES	85		
NOMBRE D'EMPLOYÉS	85		

COLLECTIVE AGREEMENT

BETWEEN

CLARKE INSTITUTE OF PSYCHIATRY
(PART-TIME)

- AND -

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

EXPIRY: OCTOBER 10, 1987

~~ENTERED~~

0579502

AUG 17 1987

INDEX

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

	17.09 Paid Time to Working Time	26
Article 18	Allowances	26
	18.01 Meal Allowance	26
	18.02 Uniform Allowance	26
	18.03 Transportation Allowance	27
Article 19	Health and Safety	27
	19.01 Accident Prevention - Health and Safety Committee	27
Article 20	Holidays	28
Article 21	Vacations	28
	21.01 Part-time Vacation Pay	28
Article 22	Benefits for Part-time Employees	29
Article 23	Injury and Disability	29
	23.02 Disabled Employees	29
Article 24	Progression on the Wage Grid	30
Article 25	Compensation	30
	25.01 Experience Pay	30
	25.02 Promotion to a Higher Classification ...	30
	25.03 Temporary Transfer	30
	25.04 Job Classification	30
	25.05 Wages and Classification Premiums	31
Article 26	Consultation	32
Article 27	No Discrimination	32
Article 28	Miscellaneous	32
Article 29	Duration	32
	Schedule "A"	34
	Schedule "A"	35
	Letter of Intent	36

COLLECTIVE AGREEMENT

BETWEEN:

CLARKE INSTITUTE OF PSYCHIATRY
(PART-TIME)

and

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

WHEREAS the Ontario Labour Relations Board did, on the 11th day of April, 1978, certify the Union as the Bargaining Agent for certain employees of the Employer;

AND WHEREAS the parties hereto have agreed to enter into a Collective Bargaining Agreement upon the terms hereinafter set forth;

NOW THEREFORE THIS AGREEMENT WITNESSETH:

ARTICLE 1 - PURPOSE

1.01 The purpose of this Agreement is to establish an orderly and harmonious collective bargaining relationship between the Employer, the employees in the bargaining unit and the Union and to set forth certain terms and conditions of employment relating to remuneration, hours of work, employee benefits and general working conditions affecting employees covered by the Agreement.

ARTICLE 2 - SCOPE AND RECOGNITION

2.01 (a) The Employer recognizes the Union as the sole collective bargaining agent for all of its employees in the bargaining unit.

(b) The provisions of this Agreement apply to the Employer, employees in the bargaining unit and the Union.

ARTICLE 3 - MANAGEMENT RIGHTS

3.01 All the functions, rights, powers and authority which the Employer has not specifically abridged, delegated or modified by this Agreement are recognized by the Union as being retained by the Employer.

3.02 Without limiting the generality of the foregoing, the Union further acknowledges that it is the exclusive function of the Employer to:

- (a) operate the hospital in accordance with its obligation to the community;
- (b) maintain order, discipline and efficiency and to establish and enforce rules and regulations not inconsistent with the provisions of this Agreement governing the conduct of employees;
- (c) hire, discharge, direct, classify, transfer, promote, demote, lay off, suspend or otherwise discipline employees for just and sufficient cause;
- (d) determine, in the interest of efficient operation and the highest standard of service, the hours of work and work assignments and schedules.

3.03 The Employer agrees that these functions will be exercised in a manner consistent with the provisions of this Agreement.

ARTICLE 4 - DEFINITIONS

4.01 Temporary Employees

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

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

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

4.02 (a) "bargaining unit" means all employees of the Employer in Metropolitan Toronto, Ontario regularly employed for not more than twenty-four (24) hours per week and students employed during the school vacation period save and except professional medical staff, registered nursing staff, graduate nursing staff, student nurses (RN), graduate pharmacists, undergraduate pharmacists, graduate dieticians, student dieticians, other graduate or undergraduate professional personnel, technical personnel, supervisors, persons above the rank of supervisor, office and clerical staff and persons covered by subsisting collective agreements:

- (b) "casual employee" means an employee whose hours of work are not regularly scheduled and who works an average of fewer than three (3) shifts per week;
- (c) "Employer" means the Clarke Institute of Psychiatry;
- (d) "employee" means all employees of the Employer in the bargaining unit as defined;
- (e) "regular part-time employee" means an employee who is regularly scheduled to work a minimum of one (1) shift per week;
- (f) "summer student" means an employee planning to return to school (including high school, college or university hired subsequent to April 1st of any year for a term to end prior to the Saturday following Labour Day in September;
- (g) words denoting male persons include female persons and words denoting female persons include male persons;
- (h) "lay-off" means the termination of employment because of lack of work.
- (i) "Union" means Service Employees International Union, Local 204.

ARTICLE 5 - UNION SECURITY

5.01 Union Dues

- (a) The Employer agrees to deduct an amount equal to the hourly Union dues once each pay from the pay for each new employee in the bargaining unit in the month following the month in which they were hired, and to remit the amount so deducted to the Union once each month.
- (b) The amount of the hourly union dues shall be certified in writing to the Employer by an authorized officer of the Union.
- (c) The dues deducted from all employees within the bargaining unit, together with a record of those from whose pay deductions have been made, shall be remitted by the Employer to the Union not later than the 25th day of each month.
- (d) "hourly Union dues" means the dues established pursuant to the constitution of the Union as the dues payable by its members as a consequence of their membership in the Union;

- (e) Upon commencement of employment, new employees shall be advised by a representative of the Employer of the existence of the Union, of the conditions governing their employment as contained in this Collective Agreement including the deduction of union dues, and any rules that may be formulated under its terms.
- (f) All employees who are or become members of the Union shall remain such as a condition of their continued employment with the Employer.
- (g) No person shall lose his job as a result of denial of Union membership or expulsion from the Union, except by reason of his failure to pay hourly Union dues uniformly levied on the membership.

5.02 Interview Period

A Union representative shall be given the opportunity of interviewing every employee who is not a member of the Union, but is eligible to be so, once during the second calendar month of his employment, for the purpose of informing such employee of the existence of the Union in the Institute. The Employer shall advise the Union monthly as to the names of the person to be interviewed and designate the time and place for each such interview, the duration of which shall not exceed fifteen minutes.

5.03 Employee Lists

The record referred to in subsection 5.01(c) above shall include the names of employees from who deductions were not made because of absence for injury or illness or whose employment has been terminated since the previous remittance.

ARTICLE 6 - NO STRIKE/LOCKOUT

6.01 The Union agrees that neither it nor its officers or other representatives will cause, direct or consent to any strike or other collective action on the part of the employees in the bargaining unit and that, if such action should be taken by the employees, the Union, its officers and representatives will instruct said employees to return to work and perform their usual duties and to resort to the Grievance Procedure established herein for the settlement of any complaint or grievance,

6.02 The Employer agrees that there will be no lockouts during the life of this Agreement.

ARTICLE 7 - UNION REPRESENTATION AND COMMITTEES

7.01 Grievance Committee

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

7.02 Union Stewards

- (a) The Hospital agrees to recognize Union stewards to be elected or appointed from amongst employees in the bargaining unit who have completed their probationary period for the purpose of dealing with Union business as provided under this Collective Agreement.
- (b) A Chief Steward may be appointed or elected. The Chief Steward may, in the absence of any steward, assist in the presentation of any grievance, or with any steward function.
- (c) The Union shall keep the Hospital notified in writing of the names of Union stewards appointed or selected under this Article as well as the effective date of their respective appointments.
- (d) It is agreed that Union stewards have their regular duties and responsibilities to perform for the Hospital and shall not leave their regular duties without first obtaining permission from their immediate supervisor. If, in the performance of his duties, a Union steward is required to enter an area within the Hospital in which he is not originally employed, he shall report his presence to the supervisor in the area immediately upon entering it. Such permission shall not be unreasonably withheld. When resuming his regular duties and responsibilities, such steward

shall again report to his immediate supervisor. A Union steward shall suffer no loss of earnings for time spent in performing the above duties during his regular scheduled working hours.

- (e) Nothing in this Article shall preclude full-time stewards from representing part-time employees and vice versa.
- (f) The number of stewards and the areas which they represent, are to be determined locally.
- (g) The Employer acknowledges the right of the Union membership to select or appoint two (2) stewards from the nursing department and one from all other departments combined to represent employees in the bargaining unit.
- (h) A steward shall obtain the permission of his immediate supervisor before leaving his work to investigate complaints of an urgent nature, to meet with management for the purpose of dealing with grievances and to attend meetings called by management. Such permission shall not be unreasonably withheld. On completion of such duties, the steward shall report back to his immediate supervisor. No payment will be made by the employer for time spent by the steward on union business outside of his scheduled hours of work.
- (i) The Employer undertakes to instruct all members of its supervisory staff to co-operate with the stewards in carrying out the terms and requirements of this agreement.
- (j) The Union undertakes to secure from its officers, stewards and members, their co-operation with the Employer and with all persons representing the Employer in any supervisory capacity.

7.03 Not applicable

7.04 Local Negotiating Committee

- (a) The Hospital agrees to recognize a Negotiating Committee comprising of two 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 his right in advance.

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

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

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

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

Step 1

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

Step 2

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

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

Step 3

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

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

The decision of the hospital shall be delivered in writing within ten (10) days following the date of such meeting.

8.05 Policy Grievance

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

It is expressly understood, however, that the provisions of this Article may not be used with respect to a grievance directly

affecting an employee which he could have instituted himself and the regular grievance procedure shall not be thereby by-passed.

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

8.06 Group Grievance

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

8.07 Discharge Grievance

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 9 - SENIORITY

9.01 Probationary Period

A new employee will be considered on probation until he has completed 337.5 hours of work within any twelve (12) calendar months. Upon completion of the probationary period he shall be credited with seniority equal to 337.5 worked hours. With the written consent of the Employer, the probationary employee, and

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

9.02 Definition of Seniority

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

Seniority will operate on a bargaining unit wide basis.

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

For purposes of accumulation of seniority, transfer of seniority and service, progression on the wage grid and progression on the vacation schedule, all part-time employees' service and seniority shall be converted as at October 10, 1986 on the following basis.

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

9.03 Transfer of Service and Seniority

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

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

9.04 Loss of Seniority

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

- (a) employee quits:

- (b) employee is discharged and the discharge is not reversed through the grievance and arbitration procedure;
- (c) employee is absent from scheduled work for a period of three or more consecutive working days without notifying the Hospital of such absence and providing a reason satisfactory to the Hospital;
- (d) employee fails to return to work upon the expiration of a leave of absence or utilizes a leave of absence for a purpose other than that for which it was granted;
- (e) employee has been laid off for eighteen (18) months;
- (f) employee fails upon being notified of a recall to signify his intention to return within five (5) working days after he has received the notice of recall, and fails to report to work within ten (10) working days after he has received the notice of recall;
- (g) employee is absent due to illness or disability which absence continues for eighteen (18) months.

9.05 Separate seniority lists shall be maintained for the following departments :

Dietary
Housekeeping
Nursing
Maintenance

9.06 Seniority lists will be brought **up** to date by the Employer on January 1st and July 1st of each year. The Employer will provide the Union with three (3) copies of such lists.

ARTICLE 10 - LAYOFF AND RECALL

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

up to 3450 hours service - **One** week's notice

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

8625 hours service or more but less than 17250 hours service - Four weeks' notice

17250 hours or more service - Eight weeks' notice

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

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

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

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

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

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

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

- (a) accept the lay-off or:
- (b) displace an employee who has lesser bargaining unit seniority and who is the least senior employee in a lower or identical paying classification in the bar-

gaining unit if the employee originally subject to lay-off can perform the duties of the lower or identical classification without training other than orientation. Such employee so displaced shall be laid off subject to his or her rights under this section.

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 11 - JOB POSTING

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

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

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

11.04 Where there are no successful applicants from within this bargaining unit for positions referred to in Article .01 and .02, employees in other SEIU service bargaining units at the Hospital will be considered for such positions prior to considering persons not employed by the Hospital. The employees

eligible for consideration shall be limited to those employees who have applied for the position in accordance with Article .01 and .02, and selection shall be made in accordance with Article .03 above.

11.05 Vacancies which are not expected to exceed six (6) months will not be posted and may be filled at the discretion of the Hospital. In filling such vacancies consideration shall be given to part-time employees in SEIU service bargaining units who have recorded their interest in accordance with .02 above, prior to considering persons not employed by the Hospital. In considering such part-time employees the criteria for selection in .03 shall apply. Part-time employees selected to fill a vacancy under this Article will continue to maintain their part-time status and upon completion of the assignment the employee will return to his former position.

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

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

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

ARTICLE 12 - NO CONTRACTING OUT

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

ARTICLE 13 - WORK OF THE BARGAINING UNIT

13.01 Not applicable.

13.02 Employment Agencies

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

13.03 Volunteers

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

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

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

ARTICLE 14 - TECHNOLOGICAL CHANGE

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

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

14.03 Employees with one or more years of continuous service who are subject to 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 forth above and the requirements of the applicable legislation.

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

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

ARTICLE 15 - LEAVES OF ABSENCE

15.01 Bereavement Leave

An employee who notifies the Hospital as soon as possible following a bereavement shall be granted **up** to three (3) consecutive days off, without **loss** of his regular pay for his scheduled hours from the date of death up to and including the date of the funeral, in order that the employee may make the arrangements for and/or attend the funeral of a member of his immediate family. "Immediate family" means parent, brother, sister, **spouse**, **son**, daughter, son-in-law, daughter-in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent, grandchild, guardian or step-parent.

Where an employee is unable, due to distance of travel, to attend the funeral of a member of his immediate family as defined in the Collective Agreement, he shall be entitled to leave for mourning on the day of the funeral without **loss** of regular straight time earnings to which he would otherwise have been entitled on that day.

15.02 Education Leave

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

endeavour to arrange the shifts of employees attending courses or seminars to permit such attendance.

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

15.03 Jury and Witness Duty

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

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

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

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

- (b) In addition to the foregoing, where an employee is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the employee's duties at the Hospital on a day on which he has not been scheduled to work, he shall be paid for all hours actually spent at such hearing at his regular straight time hourly rate subject to the overtime provisions of the collective agreement and subject to (i), (ii) and (iii) above.

15.04 Maternity Leave

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

An employee on leave as set out above who is in receipt of Unemployment Insurance pregnancy benefits pursuant to Section 30 of the Unemployment Insurance

Act, 1971, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between seventy-five percent (75%) of her regular weekly earnings and the sum of her weekly Unemployment Insurance benefits and any other earnings. Such payment shall commence following completion of the two week unemployment insurance waiting period, and receipt by the Hospital of the employee's Unemployment Insurance cheque stub as proof that she is in receipt of Unemployment Insurance pregnancy benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours.

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

of an employee who has worked ten (10) or more days during the calendar month, such credits shall continue to accumulate to the end of that calendar month on the basis of what the employees normal regular hours of work would have been.

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

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

15.05 Adoption Leave

- (a) Where an employee, with at least ten (10) months of continuous service qualifies to adopt a child, such employee will be entitled to a leave of absence without pay for a period of up to seventeen (17) weeks duration or such greater time as may be required by the adoption agency concerned up to a maximum aggregate of six (6) months. Such employee shall advise the Hospital as far in advance as possible of having qualified to adopt a child, and shall request the leave of absence in writing upon receipt of confirmation of the pending adoption.
- (b) Credit for seniority during any such leave shall accrue for a period of ninety (90) days on the basis of what the employee's normal regular hours of work would have been.
- (c) An employee returning from adoption leave shall be reinstated in her or his former position held at the

time of commencing such leave, or a comparable position if the original position is not available.

15.06 Full-time Union Office

Upon application by the Union, in writing, the Institute will give reasonable consideration to a request for leave of absence, without pay, to an employee elected or appointed to full time Union office. It is understood that not more than one (1) employee in the bargaining unit may be on such leave at the same time. Such leave, if granted, shall be for a period of one (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.

15.07 Union Leave

- (a) The Hospital shall grant leave of absence without pay to employees to attend Union conventions, seminars, education classes or other Union business provided that such leave will not interfere with the efficient operation of the Hospital.
- (b) In requesting such leave of absence for an employee or employees, the Union must give at least twenty-one (21) days clear notice in writing to the Hospital.
- (c) The cumulative total leave of absence, the number of employees that may be absent at any one time from any one area, and the number of days of absence shall be as provided elsewhere in the current local sections of the Agreement (unless altered by local negotiations).
- (d) Such leaves of absence shall total not more than ten (10) scheduled work days in each calendar year for all union stewards combined.
- (e) In addition to the leave of absence set out above, members of the Union Executive Board and/or Council employed by the Hospital will be entitled to an additional cumulative leave of absence, without pay, not to exceed ten (10) days per contract year, subject to the conditions set out above, for the purpose of attending Executive and/or Council meetings.

15.08 Personal Leave

- (a) At the Employer's discretion, a regular part time employee may be granted up to two (2) months leave of absence without pay for personal reasons. Except in

emergencies, the employee must make written application to his department head for such leave at least two (2) weeks in advance of such leave. In emergencies, the employee must notify his department head as soon as is reasonably possible in advance of the leave.

- (b) Where a leave of absence without pay exceeds four (4) consecutive weeks, credits for seniority and salary increases will be suspended during the leave.
- (c) An employee who takes other employment during a leave of absence shall be deemed to have terminated his employment (unless the other employment is consented to by the Employer).
- (d) At the Employer's discretion, an employee may be granted a leave of absence without pay of up to one (1) year in cases of prolonged illness.
- (e) "Leave of absence" means a period of absence for which the employee has obtained prior permission except days of rest.

ARTICLE 16 - HOURS OF WORK

16.01 Daily and Weekly Hours of Work

- (a) The normal daily hours of work shall not exceed seven and one-half (7 1/2) hours exclusive of a thirty (30) minute unpaid meal break. It is understood that this Article shall not be nor be construed to be a guarantee as to an employee's minimum or maximum hours of work per day, per shift, per week or for any other period whatsoever nor as a guarantee of working schedules.
- (b) Such hours shall be worked in accordance with rotating shift schedules as determined by the Employer. Shift schedules for regularly scheduled part-time employees, including psychiatric assistants, covering a four (4) week period will be posted two (2) weeks in advance. When a change to the posted schedule is made, the employer will endeavour to provide the affected employee with not less than twenty-four (24) hours notice of the change.
- (c) "Shift" means a work period with a duration of either three (3) hours or eight (8) hours exclusive of overtime or other premium time;

16.02 Rest Periods

- (a) Part-time employees shall be entitled to a paid rest period of fifteen (15) minutes for each three and three-quarter (3 3/4) hours of work during their shift.
- (b) Each employee in the Housekeeping, Maintenance, and Dietary Departments will be allowed a ten (10) minute period prior to the completion of his shift as wash-up time.
- (c) The union reserves the right of its employees to take lunch/dinner outside of the Hospital. The employee will notify the supervisor of his intention of taking lunch/dinner outside of the Institute. The timing of the lunch/dinner break for the employee will be at the sole discretion of the supervisor. In the event permission to leave the premises of the Institute is denied that employee will be paid at the rate of one and one-half times the hourly rate of pay for the lunch/dinner.

16.03 Not applicable

ARTICLE 17 - PREMIUM PAYMENT

17.01 Definition of Regular Straight Time Rate of Pay

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

17.02 Overtime Premium

Employees shall be entitled to payment of time and one-half the employee's basic straight time hourly rate for all authorized overtime work in excess of seven and one-half (7 1/2) hours in a tour of duty or in excess of the average full-time hours of work over the period scheduled by the Hospital. Such period for this purpose shall not exceed two (2) weeks.

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

Call-back shall not be considered as hours worked for purposes of this Article.

Overtime premium will not be duplicated nor pyramided nor shall other premiums be duplicated nor pyramided nor shall the

same hours worked be counted as part of the normal work week and also as hours for which the overtime premium is paid.

17.03 Reporting Pay

- (a) An employee who is unable to report for work shall notify his supervisor of this not less than three (3) hours prior to the commencement of the shift. Where he fails to provide such notice, the employee will not be eligible for pay for the shift or shifts scheduled but not worked unless he provides a satisfactory reason to the Employer for his failure to give such notice.
- (b) Employees who report for work for which they are scheduled but for whom no work is available shall be paid four (4) hours pay at their regular straight time rate.

17.04 Standby

An employee who is required to remain available for duty on standby, outside the normal working hours for that particular employee, shall receive standby pay in the amount of \$1.40 per hour for all hours on standby.

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

17.05 Not applicable

17.06 Shift Premium

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

17.07 Responsibility Outside the Bargaining Unit

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

17.08 Not applicable

17.09 Paid Time to Working Time

It is further understood that the normal hours include those required to accommodate the change from Daylight Saving Time to Standard Time and vice versa and that the other provisions 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 or vice versa.

ARTICLE 18 - ALLOWANCES

18.01 Meal Allowance

When an employee is required to and does work for three (3) or more hours of overtime after his normal shift he shall be provided with a hot meal or four dollars (\$4.00) if the Hospital is unable to provide the meal or has been unable to schedule a meal break during the overtime period.

Notwithstanding the foregoing, where the overtime assignment is for a period of three (3) hours, no more or less, the employee is not required to take a hot meal, if available, and may claim the four dollars (\$4.00) payment.

18.02 Uniform Allowance

- (a) Where the Employer requires uniforms to be worn, they shall be supplied, repaired and laundered by the employer. The number of uniforms to be supplied shall be at the discretion of the Employer.
- (b) Where any clothing worn by an employee is damaged in the course of his duties, it shall be cleaned, repaired and replaced by the employer provided the damage did not result from the employee's carelessness.
- (c) Where an employee makes a claim for cleaning, repair or replacement under Article 18.02(b) hereof, he must, within three (3) calendar days of the incident giving rise to the claim, present the damaged clothing to his immediate supervisor who shall determine if it is to be cleaned, repaired or replaced. In cases where the article is replaced, the damaged article shall become the property of the Employer.

18.03 Transportation Allowance

When an employee is required to travel to the Hospital or to return to her home as a result of reporting to or off work between the hours of 2400-0600 hours, or at any time while on standby, the Hospital will pay transportation costs either by taxi or by her own vehicle at the rate of thirty-five cents (35 cents) per mile (to a maximum of fourteen dollars (\$14.00)) or such greater amount as the Hospital may in its discretion determine for each trip between the aforementioned hours. The employee will provide to the Hospital satisfactory proof of payment of such taxi fare.

ARTICLE 19 - HEALTH AND SAFETY

19.01 Accident Prevention - Health and Safety Committee

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

(g) The Union agrees to endeavour to obtain the full co-operation of its membership in the observation of all safety rules and practices.

19.02 Not applicable

ARTICLE 20 - HOLIDAYS

20.01 For the purpose of this agreement the following shall be recognized as holidays:

New Year's Day
Good Friday
Victoria Day
Dominion Day
Civic Holiday

Labour Day
Thanksgiving Day
Christmas Day
Boxing Day

20.02 An employee who is required to work on a holiday will be paid one and one-half times his basic straight time rate of pay exclusive of shift premium for all time worked on such holiday.

20.03 An employee **who** is scheduled to work on a paid holiday and who fails to do so shall lose his entitlement to holiday pay unless excused by the Employer.

20.04 For the purpose of determining the right of an employee to the benefits provided for in this Article, all shifts commencing on the day designated as a holiday in section 20.01 hereof shall be deemed to occur on the paid holiday.

20.05 "Paid holidays" means a twenty-four (24) hour period between the end of the day shift on the day immediately preceding a day designated as a paid holiday in this agreement and the beginning of the day shift on the day immediately following such designated paid holiday:

ARTICLE 21 - VACATIONS

21.01 Part-time Vacation Pay

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

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

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

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

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

For the purpose of this Article, gross earnings include, in part, percentage in lieu of benefits and exclude vacation pay.

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

21.02 The vacation pay referred to about hereof will be paid in the first pay following June 30th.

21.03 Each summer student will be paid vacation pay of 4% of his total wages for all hours paid; such payment to be made on termination.

21.04 Vacation leave shall be covered by the provisions of Article 15.08 Personal Leave.

ARTICLE 22 - BENEFITS FOR PART-TIME EMPLOYEES

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

ARTICLE 23 - INJURY AND DISABILITY

23.01 Not applicable.

23.02 Disabled Employees

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

ARTICLE 24 - PROGRESSION ON THE WAGE GRID

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

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

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

ARTICLE 25 - COMPENSATION

25.01 Experience Pay

An employee hired by the Hospital with recent and related experience, may claim at the time of hiring on a form supplied by the Hospital consideration for such experience. Any such claim shall be accompanied by verification of previously related experience. The hospital shall then evaluate such experience during the probationary period. Where, in the Hospital's opinion such experience is relevant, the employee shall be slotted in that step of the wage progression consistent with one (1) year's service for every two (2) years of related experience in the classification on the completion of the **employee's** probationary period. It is understood and agreed that this shall not constitute a violation of the wage schedule of the Collective Agreement.

25.02 Promotion to a Higher Classification

Where an employee is transferred or promoted, he shall be paid at the rate for the new position effective from the date of the transfer.

25.03 Temporary Transfer

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

25.04 Job Classification

- (a) When a **new** classification (which is covered by the terms of this Collective Agreement) is established by

the Hospital, the Hospital shall determine the rate of pay for such new classification and notify the local Union of the same within seven (7) days. If the local Union challenges the rate, it shall have the right to request a meeting with the Hospital to endeavour to negotiate a mutually satisfactory rate. Such request will be made within ten (10) days after the receipt of notice from the Hospital of such new occupational classification and rate. Any change mutually agreed to resulting from such meeting shall be retroactive to the date that notice of the new rate was given by the Hospital. If the parties are unable to agree, the dispute concerning the new rate may be submitted to arbitration as provided in the Agreement within fifteen (15) days of such meeting. The decision of the Board of Arbitration (or arbitrator as the case may be) shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classifications.

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

25.05 Wages and Classification Premiums

- (a) The wage rates in effect for the duration of this collective agreement shall be as set forth in Schedule "A" attached to and forming part of this collective agreement.
- (b) All changes in salary, for whatever reason, shall become effective the start of the first pay period next following such change.

ARTICLE 26 - CONSULTATION

26.01 The parties agree to form a joint Consultation Committee which shall meet once in every 30 days, or such other period as may be mutually agreed, to discuss matters of common interest.

26.02 The Committee will have the following permanent members:

Employer : Director of Personnel Services
Associate Administrator, Planning & Hospital Services

Union : Stewards

26.03 Any other person may be invited to attend on agreement by the parties. Where either party wishes the other to have some person attend, at least three (3) days notice of this must *be* given

26.04 Three days prior to the meeting, the Director of Personnel Services and the Stewards will meet to determine the agenda. Minutes of each meeting will be kept and posted after circulation to the permanent members of the Committee.

ARTICLE 27 - NO DISCRIMINATION

27.01 The Employer and the Union agree that there shall be no discrimination, interference, restriction or coercion exercised or practised by any of their representatives with respect to any employee because of his membership or non-membership in the Union.

ARTICLE 28 - MISCELLANEOUS

28.01 A copy of this Agreement in suitable form will be issued to each employee in the bargaining unit and to each new employee appointed to a position in the bargaining unit. The cost of printing the Agreement will *be* borne equally by the employer and the Union.

28.02 The Employer will provide bulletin boards for the posting of Union notices. All such notices, except for notices of regular meetings, shall be submitted by the Union to the Director of Personnel Services for approval and posting.

ARTICLE 29 - DURATION

29.01 This agreement shall remain in effect from year to year thereafter unless either party gives the other party, not more than ninety (90) **days** before the date of its termination written notice of termination or desire to amend the Agreement.



29.02 This Agreement shall continue in effect until October 10, 1987.

29.03 Notwithstanding the foregoing provisions, in the event the parties to this Agreement agree to negotiate for its renewal through the process of central bargaining, either party to this Agreement may give notice to the other party of its desire to bargain for amendments on local matters proposed for incorporation in the renewal of this Agreement not earlier than six (6) calendar months nor later than three (3) calendar months prior to the normal termination date of this Agreement. Upon receipt of such notice by one party from the other, both parties will meet within fifteen (15) days thereafter for the purpose of bargaining on local matters.

It is understood and agreed that "local matters" means those matters which have been determined by mutual agreement between the Central Negotiating Committee respectively representing each of the parties to this agreement as being 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 Committee referred to above.

In witness whereof the party of the First Part has hereby affixed its corporate seal under the hands of its proper officers, and the party of the Second Part has caused its proper officers- to affix their signatures on the 19th day of June 1987.

CLARKE INSTITUTE OF PSYCHIATRY

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 204

John Innes

Alan Edge
Robert Burns
Scott Alexander
Karl Filip

AE/OP

SCHEDULE "A"

EFFECTIVE November 16, 1985

<u>Classification</u>	<u>Period</u>	<u>Start</u>	<u>After 1 Year</u>
Food Service Helper 1 Cleaner 1	Hourly	\$ 9.756	\$ 9.846
Food Service Helper 2 Cleaner 2	Hourly	10.299	10.525
Cleaner 3	Hourly	11.080	11.294
Assistant Baker	Hourly	10.428	10.637
Cook/ Baker	Hourly	10.539	10.751
Cook 1	Hourly	10.860	11.060
Linen Room Helper	Hourly		10.182
Shift Maintenance Worker	Hourly	11.830	12.113

<u>Classification</u>	<u>Period</u>	<u>Start</u>	<u>After 6 Months</u>
Electrician	Hourly	\$12.950	\$13.271
Tradesman	Hourly	12.909	13.230
Plumber	Hourly	12.398	12.581
Carpenter/Painter	Hourly	12.162	12.403
Mechanic/Welder			

<u>Classification</u>	<u>Period</u>	<u>Start</u>	<u>1 Year</u>	<u>2 Years</u>	<u>3 Years</u>
Registered Nursing Assistant	Hourly	\$10.859	\$10.971	\$11.095	
Psychiatric Assistant	Hourly	\$10.465	10.600	10.751	10.905

SCHEDULE "A"

EFFECTIVE November 16, 1986

<u>Classification</u>	<u>Period</u>	<u>Start</u>	<u>After 1 Year</u>
Food Service Helper 1 Cleaner 1	Hourly	\$10.149	\$10.243
Food Service Helper 2 Cleaner 2	Hourly	10.714	10.949
Cleaner 3	Hourly	11.527	11.749
Assistant Baker	Hourly	10.848	11.066
Cook/ Baker	Hourly	10.964	11.184
Cook 1	Hourly	11.298	11.506
Linen Room Helper	Hourly		10.592
Shift Maintenance Worker	Hourly	12.307	12.601

<u>Classification</u>	<u>Period</u>	<u>Start</u>	<u>After 6 Months</u>
Electrician	Hourly	\$13.472	\$13.806
Tradesman	Hourly	13.429	13.763
Plumber	Hourly	12.898	13.088
Carpenter/Painter	Hourly	12.652	12.903
Mechanic/Welder			

<u>Classification</u>	<u>Period</u>	<u>Start</u>	<u>1 Year</u>	<u>2 Years</u>	<u>3 Years</u>
Registered Nursing Assistant	hourly	\$11.297	\$11.413	\$11.542	
Psychiatric Assistant	hourly	\$10.887	11.027	11.184	11.344

LETTER OF INTENT

Re: Liability Insurance

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

FOR THE HOSPITAL

FOR THE UNION
