

218 members

Unit No. 96

SOURCE	Union		
Wages EFF.	89	10	11
TERM.	91	10	10
No. of EMPLOYEES	218		
NOMBRE D'EMPLOYÉS	218		

COLLECTIVE AGREEMENT

BETWEEN

ETOBICOKE GENERAL HOSPITAL

- AND -

SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 204
A.F. of L., C.I.O., C.L.C.
SERVICE AGREEMENT
FULL-TIME

EXPIRY: OCTOBER 10, 1991

MAY 25 1992

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THE ETOBICOKE GENERAL HOSPITAL
Hereinafter referred to as the "Employer"
OF THE FIRST PART

-and -

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 204
A.F. of L., C.I.O., C.L.C.
SERVICE AGREEMENT
Hereinafter referred to as the "Union"
OF THE SECOND PART

ARTICLE 1 - PURPOSE

1.01 To maintain the existing harmonious relations, goodwill and settled conditions of employment between the Hospital and the Union;

1.02 To recognize the mutual value of joint discussion and negotiations in all matters pertaining to working conditions;

1.03 To encourage efficiency in operation;

1.04 To promote the morale, well-being and security of all the employees in the Bargaining Unit of the Union;

1.05 To recognize the common dependence of the Hospital and of its employees upon the welfare of the Hospital as a whole; recognizing that mutual respect between the Hospital and the employee can contribute greatly to that welfare.

ARTICLE 2 - SCOPE AND RECOGNITION

2.01 The Hospital recognizes the Union as the sole bargaining agent of all employees of Etobicoke General Hospital in Rexdale, Ontario save and except professional Medical Staff, Graduate Nursing staff, undergraduate nursing staff, graduate pharmacists, graduate dieticians, student dieticians, technical personnel, supervisors, persons above the rank of supervisors, office and clerical staff, security guards, persons regularly employed for not more than 24 hours per week and students employed during the school vacation period and persons covered under existing collective agreements.

ARTICLE 3 - MANAGEMENT RIGHTS

3.01 The Union recognizes that the management of the Hospital and the direction of the working force are fixed exclusively in the Hospital and shall remain solely with the Hospital except as specifically limited by the express provisions of this Agreement. Without restricting the generality of the foregoing, the

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

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

ARTICLE 4 - DEFINITIONS

4.01 Temporary Employees

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

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

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

4.02 Where the masculine or singular pronoun is used, it shall mean and include the feminine or the plural pronoun where the context so requires, and vice versa.

ARTICLE 5 - UNION SECURITY

5.01 Union Dues

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 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 arrangements will be made for a Union Representative to interview each new employee who is not a member of the Union once during the second calendar month of employment for the purpose of informing such employee of the existence of the Union in the Hospital and of ascertaining whether the employee wishes to become a member of the Union. The Employer shall advise the Union monthly as to the names of the new employees, along with their hiring date. The Union Representative shall be permitted to interview each new employee for a period of fifteen (15) minutes during the orientation period without loss of pay.

5.03 Employee Lists

The Employer shall deduct the Union dues from the first pay cheque of each employee each month and shall send all of the monies so collected to the Secretary-Treasurer of the Union on or before the 25th day of the month in which the deductions were made together with a list of the names of the employees from whose pay cheques deductions have been made and also the names of any employees terminated since the last payment.

Seniority lists shall be established for all employees who have completed their probationary period based on each employee's last day of hiring. A copy of the seniority list will be filed with the Union and the Chief Steward, within thirty (30) days of the execution of this Agreement. Thereafter seniority lists, including Social Insurance Number will be supplied to the Union and the Chief Steward twice yearly. (March and September). In addition to the foregoing, the Hospital will supply the Union and the Chief Steward with the addresses of new employees when they are placed on the checkoff list for the first time.

5.04 The Union will save the Hospital harmless from any and all claims against it for the deductions made as set out above.

ARTICLE 6 - NO STRIKES/LOCKOUT

6.01 The Union agrees that there will be no strikes and the Hospital agrees that there will be no lockouts. The term "strike" and "lockout" shall bear the meaning given them in the Ontario Labour Relations Act. Violation of this article shall render any employee liable to discipline or dismissal, but a claim of unjust dismissal or treatment may be subject of a grievance, and be dealt with under the appropriate section 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 three (3) 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.

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 will recognize a Union Administrative Committee consisting of eleven (11) Stewards, one (1) of which shall be the Chief Steward, selected by the Union, not more than three of which committee members shall meet with management at any one time. The representation by Stewards shall be structured as follows:

Registered Nursing Assistants	2
Orderlies and Porters	1
Maintenance & Purchasing	1
Housekeeping	2

Dietary
S.P.D.

2
2

- (h) The Union acknowledges that the members of the Union Administrative Committee must continue to perform their regular duties, and that as far as possible all activities of the committee will be carried on outside of the regular working hours of the member thereof, unless otherwise mutually arranged.

7.03 Central Bargaining Committee

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

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

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

7.04 Local Negotiating Committee

- (a) The Hospital agrees to recognize a Negotiating Committee comprising of four (4) 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 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 forty-five days of work within any twelve calendar months. Upon completion of the probationary period he shall be credited with seniority equal to forty-five working days. With the written consent of the Hospital, the probationary employee, and the President of the Local Union or designate, such probationary period may be extended. Any extension agreed to will be in writing and will specify the length of the

extension. The release or discharge of an employee during the probationary period shall not be the subject of a grievance or arbitration and is at the sole discretion of the Hospital.

9.02 Definition of Seniority

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 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 30 continuous days or any approved absence paid by the Hospital, both seniority and service will accrue.
- (b) During an unpaid absence exceeding 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 promotion, 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 unpaid absence is due to an illness.

9.06 It shall be the obligation of employees to notify the Hospital of any change in address or telephone number. The Hospital shall be entitled to rely on the last address and telephone number furnished by the employee for all purposes.

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 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 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 ser-

vice, 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 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 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 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 provided herein has been complied with, and arrangements have been made to assign the employee selected to fill the vacancy to the job. No grievance may be filed concerning such temporary arrangements.

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

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

ARTICLE 12 - NO CONTRACTING OUT

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

ARTICLE 13 - WORK OF THE BARGAINING UNIT

13.01 work of the Bargaining Unit

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.

13.02 oyment 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 to perform bargaining unit work 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.

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 operation. 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 (1) 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 VDT's. 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 VDT's 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 Employer, an employee shall be entitled to leave of absence with pay and without loss of seniority and benefits to write examinations to upgrade his or her employment qualifications.
- (b) A leave of absence, without pay, to take further education related to the employee's work with the Hospital may be granted upon written application by the employee to the administration of the Hospital. It is further understood and agreed that the Employer will, wherever its operational requirements permit, endeavour to arrange the shifts of employees attending courses or seminars to permit such attendance.

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

15.03 Jury and Witness Duty

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

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

In addition to the foregoing, where an employee is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the employee's duties at the Hospital on his regularly scheduled day off, the Hospital will attempt to reschedule the employee's regular day off, it being understood that any rescheduling shall not result in the payment of any premium pay. Where the Hospital is unable to reschedule the employee and, as a result, he is required to attend on a regular day off, he shall be paid for all hours actually spent at such hearing at the rate of time and one-half his regular straight time hourly rate subject to (a), (b), and (c) above.

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 as his straight time hourly rate subject to (a), (b) and (c) above.

15.04 Maternity Leave

- (a) An employee who is pregnant and who has been employed for at least ten (10) months immediately preceding the

ARTICLE 22 - LEAVE OF ABSENCE RULES

22.01 Where any leave of absence without pay exceeds four (4) or more consecutive weeks (except as outlined in Article 18):

- (a) Credits for seniority, salary increases, vacation and cumulative sick leave will be suspended during the leave.
- (b) The Employer will make no payments towards O.H.I.P. or Group Life or any other Plan in effect during the leave. The employee may however, continue his coverage in the above mentioned plans by contributing the cost of the premiums to the Employer and the Employer will make the payments to the respective carriers.

ARTICLE 23 - BEREAVEMENT LEAVE

23.01 Upon the death of an employee's spouse, child or stepchild, an employee shall be granted leave up to a maximum of **four** (4) days without loss of pay, ending the day following the day of the funeral.

23.02 Upon the death of an employee's mother, father, step-parents, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, legal guardian, grandparents or grandchildren the employee shall be granted leave up to a maximum of three (3) days without loss of pay, ending with the day of the funeral.

23.03 It is agreed that this leave is to apply only where the employee is in attendance at the funeral and pay for such days of absence is limited to the days actually missed from work as per the employee's scheduled working days. If the funeral is not attended the paid leave shall be limited to two (2) days ending no later than the day of the funeral.

23.04 An employee shall be granted one (1) day bereavement leave without **loss** of pay to attend the funeral of his or her aunt, uncle, niece or nephew.

23.05 An employee will not be eligible to receive payment under the terms of Bereavement Leave for any period in which she is receiving payments for holiday pay or vacation pay.

*Note

It is understood, that if an employee is on sick leave and attends the funeral, that the Bereavement Leave will not be charged against sick leave accumulated.

23.06 Where it is necessary because of distance the employee may be provided up to four (4) days additional unpaid leave.

(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 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.

(h) 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 ensure continued coverage.

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

(j) 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.

(k) 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 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'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 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) Leave of absence shall not exceed an aggregate of thirty (30) days in the calendar year for all of the members in the bargaining unit.

15.08 Personal Leave

An Employee may be granted a general leave of absence without loss of accumulation of seniority for good and sufficient cause. All requests for general leave must be submitted in writing to the Department Head and Director of Personnel. A general leave of absence may not exceed a period of six (6) months.

ARTICLE 16 - HOURS OF WORK

16.01 Daily and Weekly Hours of Work

The normal shift shall be composed of 7 1/2 consecutive hours exclusive of an unpaid meal period, with the normal pay

period composed of 75 hours which is equalized over a four week (4) or 150 hour work schedule. It is understood, however, that this shall not be construed to be a guarantee as to the hours of work per day nor as a guarantee of working schedules nor guarantee that it will schedule 150 hours over such four (4) week period.

16.02 Rest Periods

- (a) Two (2) rest periods of fifteen minutes will be granted during each shift at a time designated by the Hospital. The Hospital will grant a lunch period of thirty (30) minutes uninterrupted as much as possible, at a time designated by the Hospital.
- (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 or night shifts, the employer will endeavour to arrange shifts such that there will be a minimum of twenty-three (23) hours between the beginning of shifts and change over of shifts and of thirty-nine (39) hours if there is one (1) day off and sixty-three (63) hours if there are two (2) days off between the change over of shifts.

16.04 Weekends Off

The Hospital will endeavour to maintain and achieve the following objectives in the formation of working schedules:

- (a) The regular daily shifts of duty of an employee shall average five per seven calendar days over the Hospital's employees schedules and employees will not normally be scheduled to **work** more than seven (7) consecutive shifts. In scheduling shifts, the Hospital will endeavour to arrange schedules so as to provide for a minimum of eight weekends off in every twenty-four (24) week period, and in any event, at least one (1) weekend off in each three (3) week period. Where a weekend off is not granted within a three (3) week period, time worked on such third weekend but not subsequent weekends shall be paid at the rate of time and one-half unless the Hospital, notwithstanding its best efforts, was unable to meet this standard. This standard shall not apply where:

- (i) Such weekend work was performed by the employee to satisfy specific days off requested by such employee; or

(ii) such employee has requested weekend work, or was advised at the time of hire or when the job was posted that the regular schedule normally requires continuous weekend work: or

(iii) such weekend is worked as a result of an exchange of shifts with another employee: or

(iv) the Hospital is unable to comply due 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.

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

16.05 Work Schedule

Work schedules will be posted two (2) weeks in advance of it going into effect. Employee requests for specific days off must be submitted to the Department Head at least one week in advance of posting.

16.06 Requests for change in posted time schedules must be submitted in writing and co-signed by the employee willing to exchange days off or tour of duty. It is understood that such tour of duty initiated by the employee and duly initialled by the employee and approved by the Hospital shall not result in overtime payment of the employees by such change.

16.07 The Employer 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 Employer results from such exchange of shifts.

16.08 Time off at Christmas shall include Christmas Eve, Christmas Day and Boxing Day, and time off at New Year shall include New Year's Eve and New Year's Day. Employees shall receive Christmas or New Year's off on a rotational basis and may be allowed to exchange tours of duty. An employee may waive his or her right to have time off at the Christmas or New Year's

~~and~~ and to have said time off scheduled at another mutually agreed time.

ARTICLE 17 - PREMIUM PAYMENT

17.01 Definition of Regular Straight Time Rate of Pay

"Regular straight time hourly rate" means the product of an employee's monthly salary multiplied by 12 and divided by 1950. For the purposes of calculating any benefit or money payment under this Agreement to which an employee is entitled, the regular straight time rate of pay is that prescribed in Wage Schedule A of this Agreement.

17.02 Definition of Overtime (Overtime Premium)

Authorized work performed by an employee in excess of the employee's normal daily shift, shall be paid for at the rate of time and one-half (1 1/2) the employee's regular straight time hourly rate of pay for all hours worked.

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

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 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 of work or three 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 (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 of€ equivalent to the applicable overtime rate (i.e. where the applicable rate is time and one-half, then time of€ shall be at one and one-half times). Where an employee chooses the latter option, such time of€ 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 Employer 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.

The foregoing shall also apply in cases of short term leaves of absence for Union business approved by the Employer under the applicable provisions of the Collective Agreement where payment is made to the employee by the Union.

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

17.11 There shall be no pyramiding of overtime.

ARTICLE 18 - ALLOWANCES

18.01 Meal Allowance

Where an employee is required to and does work for three or more hours of overtime beyond his/her normal shift, he/she shall be entitled to a meal allowance of \$5.00. The meal vouchers shall be distributed by the immediate supervisor for all authorized overtime in excess of three (3) hours.

18.02 Uniform Allowance

Where uniforms are required, the Hospital shall either supply and launder uniforms or provide a uniform allowance of **\$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 for 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 the Hospital satisfactory proof of payment of such taxi fare.

ARTICLE 19 - HEALTH AND SAFETY

19.01 Accident Prevention - Health and Safety Committee

- (a) The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the Hospital in order to prevent accidents, injury and illness.
- (b) Recognizing its responsibilities under the applicable legislation, the Hospital agrees to accept as a member of its Accident Prevention - Health & Safety Committee at least one 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 calendar year from the date of appointment which may be renewed for further periods of one 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 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 the 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 \$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(a) The Hospital agrees to recognize the following days as designated holidays:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Christmas Day
Victoria Day	Boxing Day
Canada Day	*Heritage Day
Civic Holiday	(or 2nd Monday in February)

- (b) To Qualify for Payment - An employee must have completed three (3) months of employment and 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. An employee who is required to work on any of the above named holidays will receive pay at the rate of double time and one-half (2 1/2) the employee's regular entitlement plus a lieu day without pay as mutually agreed on between the employer and the employee. Such lieu days may be accumulated up to a maximum of three (3) lieu days without pay to be taken within three (3) months after the employee had worked the first of the three (3) Statutory Holidays. It is understood that employees will be scheduled off for lieu days unless written notification is received from employees at least one

(1) week in advance of schedules being posted, indicating their desire not to take lieu days.

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

(e) If one of the above named Holidays occurs during an employee's vacation period, the employee will be paid Statutory Holiday pay for the day the Holiday occurred and will receive a paid vacation day in lieu thereof.

If one of the above named Holidays occurs on an employee's regular days off, the employee will receive an additional day off without pay in lieu thereof and will be paid Statutory Holiday pay for the date the Holiday occurred.

20.02 Floating Holidays - In addition to the above designated Holidays, the Hospital will grant one (1) floating Holiday annually with the following provision:

(a) An employee has completed three (3) months of employment.

(b) One floating holiday to be taken during the period January 1st to December 31st in a calendar year;

ARTICLE 21 - VACATIONS

21.01 Entitlement and Calculation of Payment

Effective October 10, 1990, and 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 July 1st 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 two (2) years of continuous service as of July 1st shall be entitled to two (2) weeks' annual vacation with pay.

An employee who has completed two (2) years but less than five (5) years of continuous service as of July 1st shall be entitled to three (3) weeks' annual vacation with pay.

An employee who has completed five (5) years but less than fifteen (15) years of continuous service as of July 1st shall be entitled to four (4) weeks' annual vacation with pay.

An employee who has completed fifteen (15) but less than twenty-five (25) years of continuous service as of July 1st 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 July 1st shall be entitled to six (6) weeks annual vacation with pay.

Registered Nursing Assistants and O.R. Technicians with one (1) year of service shall receive three (3) weeks vacation with pay.

Registered Nursing Assistants and O.R. Technicians who after completing four (4) years of continuous employment shall receive four (4) weeks 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 on 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.

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 premium 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 premium 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 \$15.00 (single) and \$25.00 (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 \$90.00 every 24 months) as well as a hearing aid allowance (lifetime maximum \$500.00 per individual).

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 ninety (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.
- (d) The Hospital agrees to contribute seventy-five percent (75%) 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.
- (e) The Hospital agrees to contribute 75% of the billed premium for Long Term Disability for each eligible employee in the active employ of the Hospital subject to the terms and conditions of such plan provided the balance of the monthly premium is paid by the employee through payroll deduction.

22.02 Change of Carrier

The Hospital may at any time substitute another carrier for any Plan provided that the benefits provided thereby are substantially the same.

22.03 Pension

All present employees enrolled in the Hospital's pension plan (HOOPP) 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.

ARTICLE 23 - INJURY AND DISABILITY

23.01 Workers' Compensation Injury

In the case of an accident which will be compensated by the Workers' Compensation Board, the Employer will pay the employee's wages for the day of 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(i)

- (a) Sick leave shall be defined as the period of time an employee is permitted to be absent from work with full pay by virtue of being ill, disabled, exposed to contagious disease or because of an accident for which compensation is not payable under the Workmen's Compensation Act. Sick leave is to be taken only for the above reasons and any illness exceeding three (3) days shall require a medical certificate.
- (b) Reporting - Any employee absenting himself on account of personal illness must notify the employer on the first day of illness before the time he would normally report for duty.
- (c) Amount of Sick Leave - All full time regular employees shall be granted sick leave on the basis of one and one-half (1 1/2) days for every month of service upon completion of their probationary period.
- (d) Sick leave may be accumulated from year to year to a maximum of one hundred and twenty (120) days retro-active to the date of last hire.
- (e) Absences due to pregnancy related illness shall be considered as sick leave under the sick leave plan.

24.01(ii) The existing sick leave provisions in the collective agreement will be replaced by the equivalent of the Hospitals of Ontario Disability Plan (HOODIP) effective the first full pay period in January, 1992, as specified below.

1. 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.
2. 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.
3. Effective the first full pay period in January, 1992, the existing accumulating sick leave plan shall be terminated and any provisions relating to such plan shall be null and void.

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 supplement payment for sick leave days under the new program or paragraph 5 below which would otherwise be at less than full wages.

4. There shall be no pay deduction from an employee's regular scheduled shift when the employee has completed any portion of the shift prior to going on sick leave benefits or Workers' Compensation benefits.
5. The Hospital further agrees to pay employees an amount equal to any loss of benefits under HOODIP or equivalent for the first two (2) days of the fourth and subsequent period of absence in any calendar year.
6. Absence due to pregnancy related illness shall be considered as sick leave under the sick leave plan.

7. Unemployment Insurance Rebate

The short-term sick leave plan shall be registered with the Unemployment Insurance Commission (UIC). The employee's 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 a 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 (1) year's service for every two (2) years of related experience in the classification on the completion of the employee's probationary period. It is understood and agreed that this shall not constitute a violation of the wage schedule of the Collective Agreement.

25.02 Promotion to a Higher Classification

An employee who is promoted to a higher rated classification within the bargaining unit will be placed in the range of the higher rated classification so that he shall receive no less

an increase in wage rate than the equivalent of one step in the wage rate of his previous classification (provided that he does not exceed the wage rate of the classification to which he has been promoted).

25.03 Temporary Transfer

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

25.04 Job Classification

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

with the rates for other classifications in the bargaining unit having regard to the 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 Employer agrees to pay and the Union agrees to accept for the term of this Agreement the rates of Wages as outlined in Schedule "A" attached hereto. Each employee will be advanced from his present level to the next level set out in Schedule "A" twelve (12) months after he was last advanced.

ARTICLE 26 - RESPONSIBILITIES OF A NONSUPERVISORY CLASSIFICATION

26.01 Where an Employer temporarily assigns an employee to carry out the assigned responsibilities of a non-supervisory classification outside of the bargaining unit for a period in excess of one-half of one shift, the employee shall receive the base rate of the position he is assigned to, or his current rate of pay, whichever is higher.

ARTICLE 27 - RELATIONSHIP

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

ARTICLE 28 - UNION/MANAGEMENT COMMITTEE MEETING

28.01 When the parties mutually agree that there are matters that would be clarified if discussed at a Union Management Meeting during the term of this agreement the following shall apply: Representatives from the Union and Management as mutually agreed shall meet at a time and place mutually satisfactory. The request for a meeting hereunder will be made in writing at least fourteen (14) days prior to the date proposed and accompanied by an Agenda of matters proposed to be discussed.



ARTICLE 29 - BULLETIN BOARDS

29.01 The Hospital agrees to make available to the Union for the posting of Union notices three bulletin boards to inform employees in the bargaining unit of the activities of the Union. It is agreed that no Union notice will be posted on the bulletin boards without prior approval of the Director of Personnel of the Hospital, which approval will not be unreasonably withheld.

ARTICLE 30 - NO DISCRIMINATION

30.01 There shall be no discrimination exercised on the part of the Hospital or the Union by reason of race, creed, colour, marital status, age, sex or political affiliation with respect to employment.

ARTICLE 31 - DURATION

31.01 Renewal

Notwithstanding the foregoing provisions in the event the parties of 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 amendment of local matters proposed for incorporation in the renewal of this agreement not earlier than six calendar months nor later than three 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 days thereafter for the purpose of bargaining on local matters.

It is understood and agreed that local matters means those matters which had been determined by mutual agreement between the central negotiating committees respectively representing each of the parties to this agreement as being subjects for local bargaining directly between the parties to this agreement.

It is also agreed that local bargaining shall be subject to such procedures as may be determined by mutual agreement between the central negotiating committees referred to above.

31.02 Term

This agreement shall continue in effect until October 10, and shall continue in full force from year to year thereafter unless within three calendar months prior to the date of termination of this agreement either party shall give to the other notice of termination or the proposed revision of this agreement.

ETOBICOKE GENERAL HOSPITAL (SERVICE)

WAGE SCHEDULE

EFFECTIVE OCTOBER 11, 1989

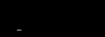
CLASSIFICATION	START	6 MONTHS	1 YEAR	2 YEARS	3 YEARS
Electrician	15.863	16.129			
Plumber	15.481	15.745			
Maintenance Mechanic	14.932		15.052	15.185	
Air Conditioning & Refrig. Mechanic Carpenter	15.299	15.554			
Groundsman	12.908		13.018	13.145	
Painter	14.905	15.157			
Maintenance Technician	14.537		14.656	14.787	
Cook Stores Clerk I	12.976		13.391	13.531	13.671
OR Technician	13.528		13.653	13.779	13.920
Nursing Orderly II	13.105		13.229	13.354	13.495
*R.N.A.	13.311		13.437	13.564	13.704
Dispatcher Food Service Porter Housekeeping Cleaner S.P.D. Lead Hand S.P.D. Porter Stores Clerk II Patient Transporter	12.804		12.915	13.066	
Floor Supply Technician Supply Technician	12.223		12.361	12.484	
S.P.D. Attendant I Food Service Aide I Housekeeping Aide I Physio Aide	12.021		12.146	12.297	

ETOBICOKE GENERAL HOSPITAL (SERVICE)

WAGE SCHEDULE

EFFECTIVE OCTOBER 11, 1990

CLASSIFICATION	START	6 MONTHS	1 YEAR	2 YEARS	3 YEARS
Electrician	16.973	17.258			
Plumber	16.564	16.848			
Maintenance Mechanic	15.977		16.106	16.248	
Air Conditioning & Refrig. Mechanic Carpenter	16.370	16.643			
Groundsman	13.812		13.930	14.065	
Painter	15.948	16.218			
Maintenance Technician	15.554		15.682	15.823	
Cook Stores Clerk I	13.885		14.328	14.479	14.628
OR Technician	14.475		14.609	14.743	14.895
Nursing Orderly II	14.022		14.155	14.289	14.439
*R.N.A.	14.243		14.378	14.513	14.663
Dispatcher Food Service Porter Housekeeping Cleaner S.P.D. Lead Hand S.P.D. Porter Stores Clerk II Patient Transporter	13.701		13.819	13.980	
Floor Supply Technician Supply Technician	13.079		13.226	13.358	
S.P.D. Attendant I Food Service Aide I Housekeeping Aide I Physio Aide	12.863		12.996	13.158	
N.R.O.R. Technician	14.272				

 N.A. - Will be paid \$33.00 less than current starting rate. Upon registration, will proceed to start rate retroactive to date of hire or date of writing registration exam, whichever is applicable.

DATED AT TORONTO, THIS 4TH

DAY OF MARCH 19 92.

SIGNED ON BEHALF OF
THE ETOBICOKE GENERAL HOSPITAL

SIGNED ON BEHALF OF
SERVICE EMPLOYEES INTER-
NATIONAL UNION, LOCAL 204
A.F. of L., C.I.O., C.L.C.

Gertha Isaac

Rianne Handley

Becky

Genie Sutton

Dorothy Hall

Shambert

CI/CC

LETTERS OF UNDERSTANDING

(1) UNION MEETINGS

The Hospital agrees to make available to the Union a meeting room for union business. It is agreed that the Union will give at least two (2) weeks prior notice for approval of the Director of Personnel of the Hospital. Such approval will not be unreasonably withheld.

(2) SCHEDULING ARRANGEMENTS

We wish to confirm our understanding that notwithstanding the provisions of a collective agreement between the parties, the present scheduling of Registered Nursing Assistants on the Medical Surgical, 7th, 8th, and 9th floors may be continued or altered as operating conditions warrant.

(3) SICK LEAVE

The Hospital will not unduly harass employees absent on sick leave providing the employees comply with the requirements stated in Article 24.01(i) of the current Collective Agreement.

FOR THE UNION

FOR THE HOSPITAL

Charlie Sutton

Theresa Lane

Dorothy Waller

Dianne Handley

El Chambers

Ablesley

LETTER OF INTENT

Re: Liability Insurance

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

FOR THE UNION

FOR THE HOSPITAL

Bonnie Sulton

Dorothy Hall

W. Chambers

Bertha Isaac

Rianne Handley

Sturley

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. Hospitals 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.

Signed at Toronto this *14th* day of *MARCH* 1992.

FOR THE UNION

FOR THE HOSPITAL

Bonnie Dutton
Dorothy Walker
H. Chambers

Gertha Isaac
Rianne Handley
Hubert