

39 members

	SOURCE	UNION		
WAGES	EFF.	89	10	11
	TERM.	91	10	10
Unit No	No. OF EMPLOYEES	39		
	NOMBRE D'EMPLOYÉS	L.W.		

COLLECTIVE AGREEMENT

BETWEEN

THE RUNNYMEDE CHRONIC CARE HOSPITAL

- AND -

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

EFFECTIVE: OCTOBER 11, 1989

EXPIRY: OCTOBER 10, 1991

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INDEX

ARTICLE	PAGE
Article 1 Purpose .....	1
Article 2 Scope and Recognition .....	1
2.01 Scope Clause .....	1
Article 3 Management Rights .....	1
Article 4 Definitions .....	2
4.01 Temporary Employees .....	2
Article 5 Union Security .....	3
5.01 Union Dues .....	3
5.02 Interview Period .....	3
5.03 Employee Lists .....	4
Article 6 No Strike/Lockout .....	4
Article 7 Union <b>Representaion</b> and <b>Committees</b> .....	4
7.01 Grievance <b>Committee</b> .....	4
7.02 Union Stewards .....	5
7.03 Central Bargaining Committee .....	5
7.04 Local Negotiating Committee .....	6
Article 8 Grievance and Arbitration .....	6
8.05 Policy Grievance .....	8
8.06 Group Grievance .....	8
8.07 Discharge Grievance .....	8
Article 9 Seniority .....	10
9.01 Probationary Period .....	10
9.02 Definition of Seniority .....	10
9.03 Transfer of Service and Seniority .....	10
9.04 Loss of Seniority .....	11
9.05 Effect of Absence .....	11
9.06 Departmental Seniority .....	12
Article 10 Layoff and Recall .....	12
Article 11 Job Posting .....	15
Article 12 No Contracting <b>Out</b> .....	16
Article 13 Work of the Bargaining Unit .....	17
13.01 Work of the Bargaining Unit .....	17
13.02 Employment Agencies .....	17
13.03 Volunteers .....	17
13.04 Ratio of R.N.'s to R.N.A.'s .....	17
Article 14 Technological Change .....	18
Article 15 Leaves of Absence .....	19
15.01 Bereavement Leave .....	19
15.02 Education Leave .....	19
15.03 Jury and Witness <b>Duty</b> .....	19
15.04 Maternity Leave .....	20
15.05 Adoption Leave .....	22
15.06 Full-time Union Office .....	23
15.07 Union Leave .....	24
15.08 Personal Leave .....	24
Article 16 Hours of Work .....	25
16.01 <b>Daily</b> and Weekly Hours of Work .....	25
16.02 Rest Periods .....	25
16.03 Time Off Between Shifts .....	25

	16.04	Weekends Off .....	25
	16.05	Exchange of Shifts .....	26
	16.06	Scheduling Committee .....	26
	16.07	Change and Wash Up Time .....	26
Article 17		Premium Payment .....	26
	17.01	Definition of Regular Straight Time Rate of Pay .....	26
	17.02	Definition of Overtime (Overtime Premium)	27
	17.03	Reporting Pay .....	27
	17.04	Standby .....	27
	17.05	Call Back .....	27
	17.06	Shift Premium .....	28
	17.07	Responsibility Outside the Bargaining Unit	28
	17.08	Overtime - Lieu Time .....	28
	17.09	Paid Time to Working Time .....	29
Article 18		Allowances .....	29
	18.01	Meal Allowance .....	29
	18.02	Uniform Allowance .....	29
	18.03	Transportation Allowance .....	29
Article 19		Health and Safety .....	30
	19.01	Accident Prevention - Health and Safety Committee .....	30
	19.02	Protective Clothing .....	31
Article 20		Paid Holidays .....	31
Article 21		Vacations .....	32
	21.01	Entitlement and Calculation of Payment . .	32
	21.02	Approved Leave of Absence During Vacation	33
	21.03	Scheduling Vacation .....	34
	21.04	Vacation Pay on Termination .....	34
Article 22		Health and Insured Benefits .....	35
	22.01	Insured Benefits .....	35
	22.02	Change of Carrier .....	36
	22.03	Pension .....	36
Article 23		Injury and Disability .....	36
	23.02	Disabled Employees .....	36
Article 24		Sick Leave .....	36
	24.01	Sick Leave and Long Term Disability .....	36
	.07	Unemployment Insurance Rebate .....	37
	24.02	Workers' Compensation Benefits and Sick Leave .....	37
Article 25		Compensation .....	37
	25.01	Experience Pay .....	37
	25.02	Promotion to a Higher Classification ....	38
	25.03	Temporary Transfer .....	38
	25.04	Job Classification .....	38
	25.05	Wages and Classification Premiums .....	39
Article 26		Relationship .....	39
	26.01	Union Membership .....	39
	26.02	Human Rights Code .....	39
Article 27		Bulletin Boards .....	40
Article 28		Pay Days .....	40
Article 29		Miscellaneous .....	40
	29.01	Official Communications .....	40
	29.02	Printing Costs .....	40

Article 30	Personnel Files . . .*	41
	30.01 Access to Files . . . . .	41
Article 31	Duration . . . . .	41
	31.01 Renewal . . . . .*	41
	31.02 Term . . . . .*	42
	Wage Schedule A . . .** . . .***	43
	Wage Schedule B . . . . .	44
	Letter of Intent . . . . .	45
	Letters of Understanding . . . . .	46
	Memorandum of Understanding . . . . .	47

COLLECTIVE AGREEMENT

BETWEEN

THE RUNNYMEDE HOSPITAL  
(hereinafter called the "Hospital")

- and -

SERVICE EMPLOYEES INTERNATIONAL UNION  
Local 204, A.F.L., C.I.O., C.L.C.  
(hereinafter called the "Union")

ARTICLE 1 - PURPOSE

1.01 The purpose of this Agreement is to establish an orderly collective bargaining relationship between the Hospital and the employees concerned and to provide machinery for the prompt and equitable disposition of grievances and to establish and maintain satisfactory working conditions, hours of work and wages for all employees within the bargaining unit.

ARTICLE 2 - SCOPE AND RECOGNITION

2.01 Scope Clause

The Hospital recognizes the Union as the sole bargaining agent for all employees at the Hospital in Toronto save and except Professional Medical Staff, Graduate and undergraduate Nurses, graduate and undergraduate Pharmacists, Technical Personnel and Students taking courses which lead to such positions, foremen, supervisors and persons above the rank of foreman and supervisor, office staff, students employed during the school vacation period and persons regularly employed for not more than 24 hours per week.

ARTICLE 3 - MANAGEMENT RIGHTS

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

- (a) Maintain order, discipline and efficiency;
- (b) Hire, discharge, direct, classify, transfer, promote, demote, layoff 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 the 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 with-**out** 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 The word "employee" or "employees" wherever used in this Agreement shall mean only the employees in the bargaining unit defined above, unless the context otherwise provides.

4.03 Where the masculine pronoun is used herein, it shall mean and include the feminine pronoun where the context so provides and indicates such gender.

4.04 A Registered Nursing Assistant - Pending (RNA - Pending) is a graduate of a Registered Nursing Assistants Programme acceptable to the College of Nurses of Ontario and has written the registration examination and is waiting for **results**. An RNA-Pending may be hired for not more than twenty-four (24) months from date of hire.

## 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 deduction shall commence in the month following their date of hire.

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

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

Dues deducted **by** the 15<sup>th</sup> 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 upon commencement of employment all new employees will be advised of the existence of the Union and the conditions surrounding their employment. It is also **mutually** agreed that a Union Representative will be given the opportunity of interviewing each new employee once upon the completion of their probationary period for the purpose of further informing such employee of the existence of the Union in the Hospital and ascertaining whether the employee wishes to become a member of the Union. The Hospital shall advise the Union monthly as to the names of the persons to **be** interviewed and shall designate the time and place for such interview, the duration of which shall not exceed fifteen minutes. The interview shall take place on the Hospital premises, in a room designated by the Hospital, and the employees shall report to this room for the interview, during the interview period. The Hospital may have a Representative present at this interview.

The parties agree that Union officials will not interview people without first obtaining prior permission from the Administrator or his appointee.

### 5.03 Employee Lists

The Hospital is agreeable to including Social Insurance Numbers in checkoff lists and/or seniority lists currently being supplied to the Union pursuant to the provisions of the Collective Agreement where such information is presently available on computer. During the **term** of the Agreement, the Hospital will attempt to make such information available for each bargaining unit. To the extent that this cannot be reasonably accommodated through the computer **system** or, where the Hospital is on a manual **system**, the Union will be provided on a "one time basis only" with the Social Insurance Number for each employee in the bargaining unit and such information will be updated with respect to new employees subsequently hired. In addition to the foregoing, the Hospital will supply the Union with the addresses of new employees when they are placed on the checkoff list for the first time.

## ARTICLE 6 - NO STRIKE/LOCKOUT

6.01 There shall be no strikes or lockouts so long as this collective agreement continues to operate. The word "strike" and the word "lockout" shall have the meaning as set forth in the Labour Relations Act, R.S.O., 1960, cl. 202, as amended.

## 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. The number of employees on the Grievance Committee shall be determined locally.

## 7.02 Union Stewards

- (a) The Hospital agrees to **recognize** Union stewards to be elected or appointed from amongst employees in the bargaining unit who have completed their probationary period for the purpose of dealing with Union business as provided under this Collective Agreement.
- (b) A Chief Steward may be appointed or elected. The Chief Steward may, in the absence of any steward, assist in the presentation of any grievance, or with any steward function.
- (c) The Union shall keep the Hospital notified in writing of the names of Union stewards appointed or selected under this Article as well as the effective date of their respective appointments.
- (d) It is agreed that Union stewards have their regular duties and responsibilities to perform for the Hospital and shall not leave their regular duties without first obtaining permission from their immediate supervisor. If, in the performance of his duties, a Union steward is required to enter an area within the Hospital in which he is not originally employed, he shall report his presence to the supervisor in the area immediately upon entering it. Such permission shall not be unreasonably withheld. When resuming his regular duties and responsibilities, such steward shall again report to his immediate supervisor. A Union steward shall suffer no loss of earnings for time spent in performing the above duties during his regular scheduled working hours.
- (e) Nothing in this Article shall preclude full-time stewards from representing part-time employees and vice versa.
- (f) The Hospital will **recognize** a Chief Steward and one Steward from each of the following departments of the Hospital:
  - 1. Nursing - R.N.A.
  - 2. Nursing - Assistant
  - 3. Nursing - Orderly
  - 4. Maintenance, Linen Service, CSR, Physio, and O.T.

## 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 Hospital's 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 three (3) 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 a renewal of this Collective Agreement.
- (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.

### 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 pro-

visions of the Agreement which are alleged to have been violated.

**8.03** At the time formal discipline is imposed or at any stage of the grievance procedure an employee shall have the right, upon request, to the presence of his/her steward. In the case of suspension or discharge, the Hospital shall notify the employee of his right in advance.

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

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

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

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

#### Step 1

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

#### Step 2

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

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

### Step 3

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

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

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

### 8.05 Policy Grievance

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

It is expressly understood, however, that the provisions of this Article **may** not be used with respect to a grievance directly affecting an employee which he could have instituted himself and the regular grievance procedure shall not be thereby by-passed.

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

### 8.06 Group Grievance

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

### 8.07 Discharge-Grievance

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

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

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

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

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

8.10 When either party requests that any matter be submitted to Arbitration as provided in this Article, it shall make such request in writing addressed to the other party to this Agreement, and at the same time appoint a nominee. Within five (5) days thereafter, ~~the~~ other party shall appoint its nominee, provided however, that if such party fails to appoint its nominee as herein required, the Minister of Labour for the Province of Ontario shall have the power to make such appointment upon application thereto by the party invoking the arbitration procedure. The two nominees shall attempt to agree upon a chairman of the Arbitration Hoard. 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 Hoard 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 Hoard will be expedited by the parties hereto and the decision of the majority, and where there is no majority, the<sub>9</sub> decision of the Chairman, will

be final and binding upon the parties hereto and the employee or employees concerned.

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

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

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

## ARTICLE 9 - SENIORITY

### 9.01 Probationary Period

A new employee will be considered on probation until he has completed forty-five (45) days of work within any twelve calendar months. Upon completion of the probationary period he shall be credited with seniority equal to forty-five (45) working days. With the written consent of the Hospital, the probationary employee, and the President of the Local Union or designate, such probationary period may be extended. Any extension agreed to will be in writing and will specify the length of the extension. The release or discharge of an employee during the probationary period shall not be the subject of a grievance or arbitration and is at the sole discretion of the Hospital.

### 9.02 Definition of Seniority

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

Seniority will operate on a bargaining unit wide basis.

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

### 9.03 Transfer of-Service and Seniority

Effective October 10, 1986, and for employees who transfer subsequent to October 10, 1986, an employee whose status is changed from full-time to part-time shall receive credit for his/her full service and seniority. An employee whose status is changed from part-time to full-time shall receive credit for

seniority and service on the basis of one (1) year equals 1725 hours worked, and will be enrolled in the employee benefit plans subject to meeting any waiting period or other requirements of those plans.

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

#### 9.04 Loss of Seniority

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

- (a) employee quits;
- (b) employee is discharged and the discharge is not reversed through the grievance and arbitration procedure;
- (c) employee is absent from scheduled work for a period of three (3) or more consecutive working days without notifying the Hospital of such absence and providing a reason satisfactory to the Hospital;
- (d) employee fails to return to work upon the expiration of a leave of absence or utilizes a leave of absence for a purpose other than that for which it was granted;
- (e) employee has been laid off for eighteen (18) months;
- (f) employee fails upon being notified of a recall to signify his intention to return within five (5) working days after he has received the notice of recall, and fails to report to work within ten (10) working days after he has received the notice of recall;
- (g) employee is absent due to illness or disability which absence continues for twenty-four (24) calendar months from the time the disability or illness commenced.

#### 9.05 Effect of Absence

- (a) It is understood that during an approved unpaid absence not exceeding thirty (30) continuous days or any approved absence paid by the Hospital, both seniority and service will accrue.
- (b) During an unpaid absence exceeding thirty (30) continuous calendar days, credit for service for purposes of salary increment, vacation, sick leave, or any other benefits under any provisions of the Collective Agree-

ment 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 Departmental-Seniority

An **up-** to-date copy of each departmental seniority list shall be sent to the Union office and provided to the Chief Steward twice a year in January and July. The following is a list of departments for seniority purposes.

1. Nursing - R.N.A.
2. Nursing - Assistant
3. Nursing - Orderly
4. Linen Service
5. Maintenance

#### 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 <b>years</b> but less than 5 <b>years'</b> 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 <b>more</b>	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 Employer 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 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 either 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 and

.02, employees in other SEIU service bargaining units at the Hospital will be considered **for** such positions prior to considering persons not employed by the Hospital. The employees eligible for consideration shall be limited to those employees who have applied for the position in accordance with Article .01 and 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 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 Employment Agencies

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

### 13.03 Volunteers

- (a) The use of volunteers 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 rea-

sons 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 layoff under conditions referred to above, will be given notice of the impending change in employment **status at** the **earliest** reasonable time in keeping with the notification to the Union as set out **above** and the requirements of the applicable legislation.

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

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

## ARTICLE 15 - LEAVES OF ABSENCE

### 15.01 Bereavement Leave

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

### 15.02 Education Leave

- (a) If required by the 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 regular scheduled day off, the Hospital will attempt to reschedule the employee's regular day off, it being understood that any rescheduling shall not result in the payment of any premium pay. Where the Hospital is unable to reschedule the employee and, as a result, he is required to attend on a regular day off, he shall be paid for all hours actually spent at such hearing at the rate of time and one-half his regular straight time hourly rate subject to (a), (b), and (c) above.

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

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

#### 15.04 Maternity Leave

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

An employee on leave as set out above who is in receipt of Unemployment Insurance maternity benefits pursuant to Section 18 of the Unemployment Insurance Act, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between seventy-five per cent (75%) of her regular weekly earnings and the sum of her weekly Unemployment Insurance benefits and any other earn-

ings. 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 maternity 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.

- .02 Where the actual date of her delivery is later than the estimated day of her delivery, the leave of absence shall not end before the expiration of six (6) weeks following the actual date of her delivery.
- .03 The employee shall give her **Employer** four (4) weeks notice in writing prior to the day upon which she intends to commence her leave of absence and shall furnish her Employer with the certificate of a legally qualified medical practitioner stating that she is pregnant and giving the estimated day upon which delivery will occur in his opinion.
- .04 An employee may, if she desires to return to work, shorten the duration of the leave of absence requested upon giving her **Employer** three (3) weeks notice of her intention to do so and furnishing her Employer with the certificate of a legally qualified medical practitioner stating that she is able to resume her work.
- .05 The Employer may require the employee to begin the leave of absence at such time as in its opinion the duties **of** her position cannot reasonably **be** performed by a pregnant woman or the performance of her work is **materially** affected by the pregnancy.
- .06 The employee shall, if requested by the Employer, furnish medical proof of her fitness to **resume** her employment following the leave of absence.
- .07 Credits for service shall accumulate for the initial seventeen (17) weeks from the commencement of the leave while an employee is on maternity leave.

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

- .08 The Hospital will continue to pay its share of the premiums of the **subsidized** employee benefits in which the employee is participating for the initial seventeen (17) weeks from the commencement of the leave while the employee is, on maternity leave. After

seventeen (17) weeks and subject to the provisions of the master policies governing such plans, employees desiring to maintain such protection through the Employer shall be entitled to **remit to** the Employer such full premiums as fall due during the leave so as to insure continued coverage.

- .09 No leave granted under the provisions of this article will be considered sick leave and sick leave credits may not be used.
- .10 An employee intending to resume employment with the Employer is required to advise the employer in writing two (2) weeks prior to the **expiry** of the leave of absence for pregnancy. Subject to any changes to the employee's status which would have occurred had she not been on maternity leave, the employee shall be reinstated to her former duties, on the same shift, in the **same** department, and at the same rate of pay.
- .11 The leave of absence provided for under this Article shall be extended, upon application in writing to the Employer at least two (2) weeks prior to the **expiry** of the leave, for a period up to six (6) months following the date the leave commenced.

#### 15.05 Adoption Leave

- (a) Where an employee, with at least ten (10) months of continuous service qualifies to adopt a child, such employee will be entitled to a leave of absence without pay for a period of up to seventeen (17) weeks duration or such greater time as may be required by the adoption agency concerned up to a maximum aggregate of six (6) months. Such employee shall advise the Hospital as **far** in advance as possible of having qualified to adopt a child, and shall request the leave of absence in writing upon receipt of confirmation of the pending adoption.
- (b) Effective on confirmation by the Unemployment Insurance Commission of the appropriateness of the Hospital's Supplemental Unemployment Benefit (SUB) plan, an employee on leave as set out above who is in receipt of Unemployment Insurance adoption benefits pursuant to Section 20 of the Unemployment Insurance Act, shall be paid **a** supplemental unemployment benefit. That benefit will **be** equivalent to the difference between seventy-five 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 **contined** 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 2<sub>3</sub> 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) clear days 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) It **is mutually** agreed that the Employer will upon request of the Union grant leave of absence to not more than three (3) employees **at any one time** for attendance at Union conventions, provided that not more than one (1) employee will be absent from any one (1) work area and provided that such absence does not interfere with the efficient operations. Under this **clause**, no leave of absence will be for a period in excess of two weeks.
- (e) In addition to the leave of absence set out **above**, members of the Union Executive Board and/or Council employed by the Hospital will be entitled to an additional **cumulative leave** of absence, without pay, not to exceed ten (10) days per contract year, subject to the conditions set out **above**, for the purpose of attending Executive and/or Council meetings.

#### 15.08 Personal Leave

The employer may grant leave of absence without pay to any employee for legitimate personal reasons, including illness and accident upon written application by the employee. Such leave shall be confirmed in writing by the hospital and shall specify the date on which the employee is required to return to work. Seniority shall continue to **accumulate** during the first month of such leave and shall retain thereafter provided that the employee returns to work on the date specified.

15.09 It is understood that such leave will be granted with due regard to the proper **coverage** in the department from which the employee is requesting leave.

## ARTICLE 16 - HOURS OF WORK

### 16.01 Daily and Weekly Hours of Work

The **regular** bi-weekly work period for **all** employees shall be seventy-five (75) hours, exclusive of all meal times. This means that employees **must** report to their respective Supervisors in uniform and remain in uniform for the full working shift. The normal daily hours shall **be 7.5 exclusive** of meal times.

It is understood normal hours include those required to accommodate the change from Daylight Saving Time to Standard Time and vice versa to which the other provisions of the Articles dealing with Hours of Work and Overtime do not apply. It is further understood that the amount of regular pay for a full normal shift worked shall not be affected by reason of the change in the number of normal hours worked in consequence of such change from Daylight Saving Time to Standard Time and vice versa. The provisions of this Article are intended only to provide a basis for calculating time worked and shall not constitute a guarantee of hours of work per shift or per week or for any period whatsoever nor a guarantee of working schedules.

### 16.02 Rest Periods

- (a) All employees will be allowed fifteen (15) minutes relief at approximately the middle of each one-half shift period.
- (b) When an employee performs authorized overtime work of at least three (3) hours duration, the Hospital will schedule a rest period of fifteen (15) minutes duration.

### 16.03 Time Off Between Shifts

In the case of departments where employees are required to rotate on the day, evening and/or night shifts, the 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 of sixty-three (63) hours if there are two (2) days off between the change over of shifts.

### 16.04 Weekends Off

In scheduling shifts, **the** Hospital will endeavour to arrange schedules so as to provide for a minimum of eight (8) weekends off in every twenty-four (24) week period, and, in any event, at least one weekend off in each three week period. Where a weekend off is not granted within a three 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 shift 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 employee affected and approved by the Union.

#### 16.05 Exchange of Shifts

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 of the Employer results from such exchange of shifts.

#### 16.06 Scheduling Committee

The Scheduling Committee will consist of equal representatives from management and Union. Terms of reference to be established at the Union-management Committee meeting plus the discussion of the part-time scheduling.

#### 16.07 Change and Wash Up Time

A wash-up time of ten (10) minutes will be granted at the end of every completed shift.

### **ARTICLE 17 - PREMIUM PAYMENT**

#### 17.01 Definition of Regular Straight Time Rate of Pay

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

## 17.02 Definition of-overtime (Overtime Premium)

Authorized time worked in excess of the normal daily hours or normal bi-weekly hours of the Hospital shall be paid at the rate of one and one-half **times** the employee's basic hourly straight time rate of pay, provided no overtime premium will be paid for overtime on an exchange of shifts **mutually** agreed to between two (2) employees where approved by the Hospital. It is understood and acknowledged that the Hospital has the right to require employees to perform reasonable **authorized** overtime work. Call-back shall not be considered as hours worked for the purposes of this Article. Overtime premium will not be duplicated nor pyramided nor shall other premiums be duplicated nor pyramided nor shall the **same** hours worked be counted as part of the normal work week and also as hours for which the overtime premium is paid.

## 17.03 Reporting Pay

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 (3) hours pay at the rate of time and one-half their regular hourly earnings. Where call back is immediately prior to the commencement of their regular shift the call back pay will only apply to the point of commencement of a regular shift **at the rate of time** and one-half after which they shall revert back to the regular shift.

(b) Call back pay shall cover all calls within the minimum three (3) hour period provided for under (a). If a second call takes place after three (3) hours have

elapsed from the time of the first call, it shall be subject to a second call back premium but in no case shall an employee collect two call back premiums within one such three (3) hour period, and to the extent that a call back overlaps and extends into the hours of his regular shift, (a) shall apply.

- (c) Notwithstanding the foregoing an employee who has worked his full shift on a holiday and is called back shall receive the greater of 2 1/2 times his regular straight time hourly rate **for** all hours actually worked on such call-back or three (3) hours pay at time and one-half his straight time hourly rate, subject to the other provisions set out above.

#### 17.06 - Shift Premium

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

#### 17.07 Responsibility Outside the Bargaining Unit

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

#### 17.08 Overtime - Lieu Time

- (a) Where an employee has worked and **accumulated** approved overtime hours (other than overtime hours related to paid holidays) such employee shall have the option of electing payment at the applicable overtime rate or time off equivalent to the applicable overtime rate (i.e. where the applicable rate is time and one-half, then **time** off shall be at one and one-half times). Where an employee chooses the latter option, such time off must be taken within the succeeding two pay periods of the occurrence of the overtime at a time mutually agreeable to the Hospital and the employee, or payment in accordance with the former option shall be made.
- (b) Employees who work overtime will not be required to take time off in regular hours to make up for overtime worked.

## 17.09 Paid Time to Working Time

- (a) Employees absent on approved leave, paid by the Employer or by the Workers' Compensation Board, shall **for** the purposes of computing overtime pay during the work schedule in which the absence occurred, be considered as having worked their regularly scheduled hours during such leave of absence. No pyramiding shall result from the application of this provision.
- (b) 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.
- (c) Authorized leave of absence for Union business, sick leave, vacations and statutory and civic holidays shall be considered as time worked in the computation of overtime pay.

## ARTICLE 18 - ALLOWANCES

### 18.01 Meal Allowance

When an employee is required to and does work for three (3) **or** more hours of overtime after his normal shift he shall be provided with a hot meal **or** five (5) dollars if the Hospital is unable to provide the meal **or** has been unable to schedule a meal break during the overtime period.

Notwithstanding the foregoing, where the overtime assignment is for a period of three (3) hours, no more or less, the employee is not required to take a hot meal, if available, and may claim the five (5) dollars payment.

### 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 deter-

mine for each trip between the aforementioned hours. The employee will provide to the Hospital satisfactory proof of payment of such taxi fare.

## ARTICLE 19 - HEALTH AND SAFETY

### 19.01 Accident Prevention - Health and Safety Committee

- (a) The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the Hospital in order to prevent accidents, injury and illness.
- (b) **Recognizing** its responsibilities under the applicable legislation, the Hospital agrees to accept as a member of its Accident Prevention - Health & Safety Committee at least one (1) representative selected or appointed by the Union from amongst bargaining unit employees.
- (c) Such Committee shall identify potential dangers and hazards, institute means of improving health and safety programs and recommend actions to be taken to improve conditions related to safety and health.
- (d) The Hospital agrees to co-operate reasonably in providing necessary information to enable the Committee to fulfill its functions.
- (e) Meetings shall be held every second month or more frequently at the call of the chair if required. The Committee shall maintain minutes of all meetings and make the same available for **review**.
- (f) Any representative appointed or selected in accordance with (b) hereof shall serve for a term of one 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 **preg-**

nant employee, if she so requests, will **be** granted an unpaid leave of absence **before** commencement of the maternity leave referred to in Article 15.04.

- (i) Where the Hospital identifies high risk areas where employees are exposed to Hepatitis B, the Hospital **will** provide, at no cost to the employees, a Hepatitis B vaccine.

#### 19.02 Protective Clothing

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

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

#### ARTICLE 20 - PAID HOLIDAYS

20.01 The following shall be recognized as paid statutory, civic, or government holidays:

New Year's Day	*Heritage Day (see note
Dominion Day	<b>below</b> )
Good Friday	Civic Holiday
Easter Monday	Labour Day
Victoria Day	Thanksgiving Day
	Christmas Day
	Boxing Day

\*Each employee shall be entitled to one additional holiday with pay each year. This day will be the third Monday in February unless the Government declares Heritage Day as a paid holiday at which **time** that would then become the 11th Paid Holiday in the Collective Agreement.

20.02 All employees are granted one additional day annually in conjunction with his/her anniversary date of employment. This is a day to be provided by the Hospital within sixty (60) days after the actual anniversary date.

20.03 In order to qualify for payment for the above named holidays under the provisions of this Agreement, an employee **must** work the employee's last scheduled shift immediately before the holiday and his first scheduled shift immediately after the

holiday. If an employee's absence on either of these shifts is due to illness as confirmed by medical certificate, he will qualify for holiday pay.

**20.04** An employee required to work on any of the above named holidays within this collective agreement shall be paid in the following manner:

(a) They shall be paid at their regular day's pay for the holiday or another day off with pay to be taken at a mutually agreeable time within sixty (60) days after the holiday.

(b) In addition to the regular days pay the employee will be paid time and one-half of their regular rate for each and every hour worked on the said holiday.

**20.05** If a paid holiday falls within a period in which an employee is drawing sick pay, the employee will be paid for such paid holiday, but the paid holiday shall not be charged as sick leave time, but rather paid as a paid holiday. This shall be limited to one (1) paid holiday in any one period of absence due to illness.

**20.06** If one of the above-named holidays occur on an employee's regular day off or during their vacation period the employee shall receive an additional day off with pay in lieu thereof.

**20.07** For the purpose of this Article the night shift shall be the last shift of the day.

**20.08** Where an employee is required to work authorized overtime in excess of his regularly scheduled hours on a paid holiday subject to the scheduling of lieu time for New Year's Day in conjunction with Christmas (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.

## **ARTICLE 21 - VACATIONS**

### **21.01 Entitlement and Calculation of Payment**

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

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

An employee who has completed one (1) year but less than three (3) years of continuous service as of his anniversary date

of hire shall be entitled to two (2) weeks' annual vacation with pay.

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

Effective in the vacation year where the date for determining vacation entitlement in the individual Hospital falls on or after January 1, 1990, the service requirement for three (3) weeks vacation shall be two (2) or more years of full-time continuous service.

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

Effective in the vacation year where the date for determining vacation entitlement in the individual Hospital falls on or after January 1, 1990, the service requirement for four (4) weeks vacation shall be six (6) or more years of full-time continuous service.

Effective in the vacation year where the date for determining vacation entitlement falls on or after January 1, 1991, the service requirement for four (4) weeks vacation shall be five (5) or more years of full-time continuous service.

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

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

#### 21.02 Approved Leave of Absence During Vacation

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

Where an employee's scheduled vacation is interrupted due to serious illness requiring the employee to be an in-patient in

a hospital, the period of such hospitalization shall be considered sick leave.

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

### 21.03 Scheduling Vacation

- (a) The vacation year shall run from January 1<sup>st</sup> to December 31<sup>st</sup>. The date for determining the vacation entitlement in a vacation year shall be the employee's anniversary date. The vacation entitlement will be posted by January 2<sup>nd</sup>.

All vacation entitlement must be completed by December 31<sup>st</sup>, save and except **for** the application of (d) below.

- (b) Vacation time will be granted between the months of May and September inclusive, if possible, and in order of employee's seniority, unless some other **time** is mutually arranged between the individual employees and the **Employer**, provided this does not interfere with efficient operations. The Employer shall attempt to schedule vacations to commence on Monday, provided that this does not interfere with efficient operations.
- (c) Where an employee has accumulated vacation-with-pay credits of three or four weeks, the employee may be required to split vacation into a two-week and one-week period, or a two-week and two-week period, to be taken at different times in order that the operation of the hospital may not be affected and in order that the desirable vacation time of the year may be more equitably distributed.
- (d) The Hospital will consider requests for vacation leave which include the Christmas-New Year holidays provided this does not interfere with the efficient operation of the Hospital. Such requests are to be made by August 15<sup>th</sup> and the Hospital's decision would be communicated to the employee by September 15<sup>th</sup>. In granting such requests the senior employee applying for such leave will be given preference on a rotating basis.

### 21.04 Vacation Pay on Termination

That on termination employees shall be entitled to vacation pay based on outstanding vacation credits accrued in accordance with the provision of the agreement.

## ARTICLE 22 - HEALTH AND INSURED BENEFITS

### 22.01 Insured Benefits

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

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

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

- (c) The Hospital agrees to contribute one hundred percent (100%) of the billed premium towards coverage of eligible employees in the active employ of the Hospital under HOOGLIP or such other group life insurance plan currently in effect.
- (d) The Hospital agrees to contribute fifty percent (50%) of the billed premiums towards coverage of eligible employees in the active employ of the Hospital under the Blue Cross #9 Dental Plan or comparable coverage with another carrier (based on the current ODA fee schedule as it **may** be updated from time to time) providing the balance of the monthly premium is paid **by**

the employee through payroll deduction. Effective the first of the month following the date of ratification of the Memorandum of Settlement by both parties, the Hospital's contribution to the Dental Plan will be 75%.

#### 22.02 Change of-Carrier

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

#### 22.03 Pension

All present employees enrolled in the Hospital's pension plan shall maintain their enrolment 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 Not applicable.

#### 23.02 Disabled Employees

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

### ARTICLE 24 - SICK LEAVE

#### 24.01 Sick Leave and Long Term Disability

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

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

.03 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.

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

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

.06 Unemployment Insurance Rebate

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

24.02 Workers' Compensation Benefits and Sick Leave

An employee who is absent from work as a result of an illness or injury sustained at work and who has been awaiting approval of a claim for Workers' Compensation for a period longer than one complete pay period may apply to the Hospital for payment equivalent to the lesser of the benefit she would receive from Workers' Compensation if her claim was approved, or the benefits 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 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 slot-

ted 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

During the lifetime of this Agreement, the employer agrees to pay and the Union agrees to accept the scale of wages as set **out** in Schedule "A" and "B" attached hereto, which is hereby made a part of this Agreement.

25.06 Registered Nursing Assistants **must** present a current Certificate of Competence to the Hospital by February 15th of each year.

### ARTICLE 26 - RELATIONSHIP

#### 26.01 Union Membership

The Hospital and the Union agree that there will **be** no intimidation, discrimination, interference restraint **or** coercion exercised **or** practised **by** either of them or their representatives **or** members because of an employee's membership **or** non-membership in the Union or **because** of his **activity** or lack of activity in the Union or otherwise.

#### 26.02 Human Rights Code

The Hospital and the Union shall comply with the Human Rights Code of Ontario and any complaint shall be handled thereunder if a satisfactory settlement cannot be reached by the parties thereto.

**ARTICLE 27 - BULLETIN BOARDS**

27.01 The employer agrees to supply bulletin boards in strategic locations for the purpose of posting union notices pertaining to meetings, conventions and other union activities.

27.02 Before notices are posted they shall bear the signature of the authorized officer of the Union and the signature or initials of an authorized representative of the Hospital.

**ARTICLE 28 - PAY DAYS**

28.01 The Employer agrees that wages shall be paid on Thursday each two weeks except when interfered with by the occurrence of a paid holiday. In this case the regular pay day may be delayed one day.

28.02 Employees will be paid during the working hours and usually during the last shift worked prior to the regular pay day.

**ARTICLE 29 - MISCELLANEOUS**

29.01 Official Communications

Except where otherwise provided, official communications in the form of correspondence between the employer and the union shall be given by prepaid registered mail as follows:

To the Employer:

The President/C.E.O.  
The Runnymede Hospital  
274 St. John's Road  
Toronto, Ontario  
M6P 1V5

To the Union:

Union Representative  
Service Employees International Union  
1 Credit Union Drive  
Toronto, Ontario  
M4A 2S6

29.02 Printing Costs

The Employer and the Union agree that the cost of printing this agreement shall be shared equally by them.

## ARTICLE 30 - PERSONNEL FILES

### 30.01(a) Access to Files

Each employee may, upon request to and in the presence of their immediate supervisor, have access, during regular business hours, to their personnel file maintained in the Administration Office, for the purpose of reviewing any evaluation **or** written disciplinary notations contained therein.

The Union Steward may be present if the employee so requests.

### (b) Evaluations

Each employee shall be given a copy of his/her evaluation, if requested at the time the evaluation is completed.

### (c) Letters of Reprimand

Letters of reprimand will be removed from the employee's personnel file two years from the date of reprimand, provided no other offense of a similar nature was committed within the period.

### (d) Disciplinary Letters

All copies of disciplinary letters will be forwarded to the Chief Steward.

## ARTICLE 31 - DURATION

### 31.01 Renewal

(a) If pursuant to such negotiations, an agreement on the renewal **or** amendment of this agreement is not reached prior to the current expiration date, this agreement shall be automatically extended until consummation of a new Agreement.

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

\*

(15) days thereafter for the purpose of bargaining on local matters.

It is understood and agreed that 'local matters' means those matters which have been determined by mutual agreement between the Central Negotiating Committees respectively representing each of the parties to this agreement as being **subject** for local bargaining directly between the parties to this agreement. It is also agreed that local bargaining shall be subject to such procedures as may be determined by mutual agreement between the Central Negotiating Committees **referred** to above.

31.02 Term

(a) This agreement shall continue in effect until October 10, 1991, and shall continue **automatically** thereafter during ~~an~~ annual periods of one year each unless either party notifies the other in writing within ninety (90) days next preceding the **expiry** date that it desires to amend **or** terminate this Agreement.

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

DATED at Toronto this *30th Day of October 1991*

FOR THE HOSPITAL

FOR THE UNION

*[Handwritten signature]*  
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*Eileen Hardy*  
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*Ellen Ogilvie*  
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*Robert Davidson*  
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*R. Wells*  
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*F. Kousaroff*  
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RN/CC

RUNNYMEDE HOSPITAL FULL-TIME

WAGE SCHEDULE (A)

EFFECTIVE OCTOBER 11, 1989

<u>Classification</u>	<u>Start</u>	1 Year	2 Years
Registered Nursing Assistant	13.441	13.558	13.700
R.N.A. Pending	12.906	13.068	
Nursing Assistant (Trained)	12.190	12.437	
Ward Aide	12.037	12.295	
Orderly 1	13.286	13.475	
Orderly 2	12.908	13.157	
Linen Room Aide	11.918	12.214	
Maintenance General	14.337	14.607	
Maintenance Helper	13.263	13.546	
Maintenance Mechanic	15.466	15.746	
Physio, C.S.R., Activity and O.T. Assistant	12.402	12.650	
Porter	12.037	12.295	

RUNNYMEDE HOSPITAL FULL-TIME

WAGE SCHEDULE (B)

EFFECTIVE OCTOBER 11, 1990

<u>Classification</u>	<u>Start</u>	<u>1 Year</u>	<u>2 Years</u>
Registered Nursing Assistant	14.382	14.507	<b>14.659</b>
R.N.A. Pending	13.809	13.983	
Nursing Assistant (Trained)	13.043	13.308	
Ward Aide	12.880	13.156	
Orderly 1	14.216	14.418	
Orderly 2	13.812	14.078	
Linen Room Aide	12.752	13.069	
Maintenance General	15.341	15.629	
Maintenance Helper	14.191	14.494	
Maintenance Mechanic	16.549	16.848	
Physio, C.S.R., Activity and O.T. Assistant	13.270	13.535	
Porter	12.880	13.156	

WAGE RATES AS AFFECTED BY PAY EQUITY

EFFECTIVE JANUARY 1, 1990

<u>Classification</u>	<u>Start</u>	<u>1 Year</u>	<u>2 Years</u>
Registered Nursing Assistants	13.571	13.688	13.830
Activity Assistant	12.532	12.780	
Nursing Assistant	12.340	12.587	
Linen Room Aide	12.078	12.374	

EFFECTIVE OCTOBER 11, 1990

<u>Classification</u>	<u>Start</u>	<u>1 Year</u>	<u>2 Years</u>
Registered Nursing Assistants	14.521	14.646	14.798
Activity Assistant	13.409	13.675	
Nursing Assistant	13.204	13.468	
Linen Room Aide	12.923	13.240	

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

\_\_\_\_\_  
*Robert Davidson*  
\_\_\_\_\_  
*Rehls*  
\_\_\_\_\_  
*Francisco*  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
*McLane*  
\_\_\_\_\_  
*Eleanor H. Day*  
\_\_\_\_\_  
*Collin D. Johnson*  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

LETTERS OF UNDERSTANDING

1. (i) Those individuals who are currently required to rotate will only be required to rotate on two (2) shifts:

Day/Evening **or** Day/Nights

(ii) Those on permanent shift who are required to rotate for orientation and evaluation, to do so for a maximum period of three (3) consecutive weeks **every** twelve (12) months. Rotation to be as in (i)

2. Prior to affecting any changes in rules **or** policies which affect employees covered by this Agreement, the-Hospital will provide a copy to the Union.

FOR THE UNION

FOR THE HOSPITAL

\_\_\_\_\_  
*Robert Davidson*  
\_\_\_\_\_  
*Atchells*  
\_\_\_\_\_  
*F. Kourkopoulos*  
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*McLain*  
\_\_\_\_\_  
*Ernie H. Dwy*  
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*Collin Dightmore*  
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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 *30th* day of *October* 19*87*.

FOR THE UNION

FOR THE HOSPITAL

\_\_\_\_\_

*Robert Davidson* ■■■■

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*Mills* ■■■■

\_\_\_\_\_

*F. Kowalski*

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\_\_\_\_\_

*Mallard*

\_\_\_\_\_

*Elaine Hardy*

\_\_\_\_\_

*Colleen Dwyer*

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