

42 Employees

Unit No. 12B

SOURCE	Luna		
EST.	93	10	11
TOTAL	95	10	10
NO. OF EMPLOYEES	50		
NO. OF EMPLOYEES	24		

COLLECTIVE AGREEMENT

BETWEEN

RUNNYMEDE CHRONIC CARE HOSPITAL

AND

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 204
SERVICE PART-TIME

EFFECTIVE: OCTOBER 11, 1993

EXPIRY: OCTOBER 10, 1995

05931(06)

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COLLECTIVE AGREEMENT

BETWEEN:

RUNNYMEDE CHRONIC CARE 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

In accordance with the Certificate issued by the Ontario Labour Relations Board, the Hospital **recognizes** the Union as the sole bargaining agent for all employees of **Runnymede** Hospital in Metropolitan Toronto regularly employed for not more than twenty-four (**24**) hours per week and students employed during the school vacation period, save and except supervisors, persons above the rank of supervisor, professional medical staff, registered, graduate and undergraduate nurses, paramedical employees, office staff and persons covered by subsisting collective agreements.

ARTICLE 3 - MANAGEMENT RIGHTS

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

- (a) maintain order, discipline and efficiency;

- (b) hire, discharge, direct, classify, transfer, promote, demote, lay-off and suspend or otherwise discipline employees for cause provided that a claim of discriminatory classification, promotion, demotion or transfer or a claim 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 without restricting the generality of the foregoing, to determine the kinds and locations of machines, equipment to be used, the allocation and number of employees required from time to time, the standards of performance for all employees and all other matters concerning the Hospital's operations, not otherwise specifically dealt with elsewhere in this Agreement.

ARTICLE 4 - DEFINITIONS

4.01 Temporary Employees

Employees may be hired for a specified term, not to exceed six (6) months, to replace an employee on leave or to perform a special non-recurring task. This term may be extended a further six (6) months on mutual agreement of the Union, employee and Hospital or by the Hospital on its own up to 12 months where the leave of the person being replaced extends that far. 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.

.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 Practical Nurse - Pending (**R.P.N. - Pending**) is a graduate of a Registered Practical Nurses Programme acceptable to The College of Nurses of Ontario and has written the registration examination and is waiting for results. An **R.P.N. - 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 deductions shall commence in the month following their date of hire.

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

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

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

.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 (15) 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

he 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 two Stewards appointed from among employees of the Hospital as follows:
 - (a) Nursing Department - 1
 - (b) Other Departments - 1

7.03 Central Bargaining Committee

In future central bargaining between the Service Employees' International Union and the participating hospital, 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 hospital's 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 (7), and in no case will more than one (1) employee from a hospital be entitled to such payment.

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

7.04 Local Negotiating Committee

- (a) The Hospital agrees to **recognize** a Negotiating Committee comprising of one (1) members to be elected, or appointed from amongst employees in the bargaining unit, who have completed their probationary period.
- (b) Where the Hospital participates in central bargaining, the purpose of the Negotiating Committee shall be to negotiate local issues as defined.
- (c) Where the Hospital does not participate in central bargaining, the purpose of the Negotiating Committee shall be to negotiate a renewal of this Collective Agreement.
- (d) The Hospital agrees that the members of the Negotiating Committee shall suffer no loss of earnings for time spent during their regular scheduled working hours in attending such negotiating meetings with the Hospital up to, but not including, arbitration.
- (e) Nothing in this provision is intended to preclude the Union Negotiating Committee from having the assistance of any representatives of the Union when negotiating with the Hospital.

ARTICLE 8 - GRIEVANCE AND ARBITRATION

8.01 For the purpose of this Agreement, a grievance or complaint is defined as a difference arising either between a member of the bargaining unit and the Hospital or between the parties hereto relating to the interpretation, application, administration or alleged violation of the Agreement.

8.02 The grievance shall identify the nature of the grievance, the remedy sought, and should, where possible specify the provisions of the Agreement which are alleged to have been violated.

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

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

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

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

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

Step 1

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

Step 2

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

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

'ten 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.

.07 Discharge Grievance

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

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

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

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

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

8.10 When either party requests that any matter be submitted to Arbitration as provided in this Article, it shall make such request in writing addressed to the other party to this Agreement, and at the same time appoint a nominee. Within five (5) days thereafter, the other party shall appoint its nominee, provided however, that if such party fails to appoint its nominee as herein required, the Minister of Labour for the Province of Ontario shall have the power to make such appointment upon application thereto by the party invoking the arbitration procedure. The two nominees shall attempt to agree upon a chairman of the Arbitration Board. If they are unsuccessful in agreeing upon such a chairman within a period of ten (10) days of the appointment of the second nominee, they shall then request the Minister of Labour for the Province of Ontario to appoint a chairman.

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

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

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

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

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

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

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

ARTICLE 9 - SENIORITY

9.01 Probationary Period

A new employee will be considered on probation until he has completed **337.5** hours of work within any twelve **(12)** calendar months. Upon completion of the probationary period he shall be credited with seniority equal to **337.5** worked hours. With the written consent of the 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 will not be the subject of a grievance or arbitration and is at the sole discretion of the Hospital.

.02 Definition of Seniority

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

Seniority will operate on a bargaining unit wide basis.

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

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

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

9.03 Transfer of Service and Seniority

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

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

9.04 Loss of Seniority

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

- (a) employee quits;

- (b) employee is discharged and the discharge is not reversed through the grievance and arbitration procedure;
- (c) employee is absent from scheduled work for a period of three or more consecutive working days without notifying the Hospital of such absence and providing a reason satisfactory to the Hospital;
- (d) employee fails to return to work upon the expiration of a leave of absence or **utilizes** a leave of absence for a purpose other than that for which it was granted;
- (e) employee has been laid off for twenty-four (24) 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 thirty (30) calendar months from the time the disability or illness commenced.

Note: This clause shall be interpreted in a manner consistent with the provisions of the Ontario Human Rights Code.

9.05 Effect of Absence (Part-time)

Effective February 28, 1995, Part-time employees shall accrue seniority for a period of eighteen (18) months and service for a period of fifteen (15) weeks if absent due to a disability resulting in W.C.B. benefits, on the basis of what the employee's normal regular hours of work would have been.

9.06 It shall be the duty of the employee to notify the Hospital promptly of any change of address. If any employee fails to do this, the Hospital will not be responsible for failure of a notice sent by registered mail to reach such employee.

9.07 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

'or seniority purposes. The seniority lists of part-time employees shall be kept distinct from the lists for full-time employees.

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

ARTICLE 10 - JOB SECURITY

10.01(a) With respect to the development of any operating or **re-structuring** plan which may affect the bargaining unit, the Union shall be involved in the planning process from the early phases through to the final phases of the process.

(b) Staff Planning Committee

In addition to that, and to any other planning committee in the Hospital of a more broadly representational make-up, there shall be immediately established a Staff Planning Committee for the bargaining unit, which shall meet during the term of this agreement every three months, unless otherwise mutually agreed by the parties. It shall be the function of the Staff Planning Committee to consider possible ways and means of avoiding or **minimizing** potential adverse effects upon employees in the bargaining unit, including:

(i) identifying and proposing possible alternatives to any action that the hospital may propose taking;

(ii) identifying and seeking ways to address the retraining needs of employees;

(iii) identifying vacant positions within the Hospital for which surplus members of the bargaining unit might qualify, or such positions which are currently filled but which are expected to become vacant within a twelve (12) month period.

Composition and Meetings

The Committee shall be comprised of equal numbers of representatives of the hospital and from the Union. The number of representatives is to be determined locally, and shall consist of at least two representatives from each party.

Meetings of the Committee shall be held during normal working hours. Representatives attending such meetings during their regularly scheduled hours of work shall not lose regular earnings as a result of such attendance. The Hospital shall make typing and other such clerical assistance available as required.

Each party shall appoint a co-chair for the Committee. Co-chairs shall chair alternate meetings of the Committee and will be jointly responsible for establishing the agenda of the Committee meetings, preparing minutes and writing such correspondence as the Committee may direct.

Disclosure

To allow the Staff Planning Committee to carry out its mandated role under this Article, the Hospital will provide the Committee with pertinent financial and staffing information and with a copy of **any reorganization** plans which impact on the bargaining unit.

Accountability

The Committee shall submit its written recommendations to the Chief Executive Officer of the Hospital and the Board of Trustees. Where there is no consensus within the Committee, the individual members of the Committee shall be entitled to submit their own recommendations. **Any** agreement between the Hospital and the Union resulting from the above review concerning the method of implementation will take precedence over the other provisions of this agreement.

0.02 Notice

In the event of a proposed layoff at the Hospital of a permanent or long-term nature or the elimination of a position within the bargaining unit, the Hospital shall;

(i) provide the Union with no less than six (6) months' written notice of the proposed layoff or elimination of position; and

(ii) provide to the affected employee(s), if any no less than six (6) months' written notice of layoff, or pay in lieu thereof.

Note: Where a proposed layoff results in the subsequent displacement of any member(s) of the bargaining unit, the original notice to the Union provided in (i) above shall be considered notice to the Union of any subsequent layoff.

10.03 Severance and Retirement Options

(a) Severance Pay

Within the lesser of thirty (30) days from the date of notice of layoff or the notice provided above an employee with more than twelve (12) months service with the Hospital who has received notice of layoff of a permanent or long term nature may resign, forfeiting the right to notice. Such employees will receive the balance of the notice as severance pay.

Note: In accordance with the Mitchnick Board's supplementary award dated February 24, 1997, notwithstanding article 10.02, notice for the purposes of severance **pay** under article 10.03 (a) is to be calculated on the basis of 2 weeks per year of service to a maximum of 12 weeks. Thus the balance of the notice referred to above will be the balance of up to 12 weeks as applicable.

(b) Retirement Allowance

Prior to issuing notice of layoff pursuant to article 10.02(a) (ii) in any classification(s), the Hospital will offer early-retirement allowance to a sufficient number of employees eligible for early retirement under **HOOPP**

within the classification(s) in order of seniority, to the extent that the maximum number of employees within a classification who elect early retirement is equivalent to the number of employees within the classification(s) who would otherwise receive notice of layoff under article 10.02(a) (ii).

Within thirty (30) days from the date of notice of layoff, an employee who has received notice of layoff of a permanent or long term nature may retire provided that the employee is eligible to retire under the terms of the Hospitals of Ontario Pension Plan. An employee who chooses this option forfeits her right to notice and will receive severance pay on the basis of one (1) week's pay for each year of service with the Hospital to a maximum of twenty-six (26) weeks on the basis of the employees normal weekly earnings. In addition, full-time employees will receive a lump sum payment equal to \$1,000.00 for every year less than age 65, to a maximum of \$5,000.00.

Note: The Hospital may offer any employee retirement option as provided above, in order to avoid potential layoffs in the unit.

(c) A full-time employee who has completed one **year** of service and

(i) whose layoff is permanent, or

(ii) who is laid off for 26 weeks in any 52 week period, and who has not elected to receive a severance payment under either (a) or (b) of this Article

shall be entitled to severance pay equal to the greater of two weeks' pay, or one week's pay per year of service to a maximum of 26 weeks pay. This entitlement shall not be in addition to any entitlement to severance pay under the Employment Standards Act, but at the same time, shall not preclude an employee from claiming any greater entitlement which that Act may at some point come to provide.

An employee may elect to defer receipt of this severance payment while his or her recall rights are still in effect. Once an employee does opt to receive the

severance payment, he or she shall be deemed to have resigned, and his or her recall rights shall be extinguished.

10.04 Regional Staff Planning Committee

The central parties agree to establish Regional Staff Planning Committees to facilitate the redeployment of laid off employees among the Participating Hospitals.

To achieve this objective the Hospital Staff Planning Committee will forward to the Regional Staff Planning Committee a list of the names and addresses of laid off employees who have expressed an interest in working at other Participating Hospitals and who have undertaken skills assessment procedures provided by any government training agency, such as **HTAP**, that may be in place.

In filling vacancies not filled by bargaining unit members the Hospitals are encouraged to give first consideration to laid off employees who are on the list and who are qualified to perform the work. For benefit entitlement purposes, it is **recognized** that hospitals shall be free to grant to any employees hired through this process full credit for service earned with another hospital.

The size, structure, composition, and activities of each Committee will be mutually determined by the parties, and application will be made to any available funding source for the funding of administrative expenses.

10.05 Lay-off and Recall

- (a) 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.
- (b) An employee who is subject to lay-off shall have the right to either:
 - (i) accept the lay-off; or
 - (ii) 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.

Note: An identical paying classification shall include any classification where the straight time hourly wage rate at the level of service corresponding to that of the laid off employee is within **1%** of the laid off employee's straight time hourly wage rate.

In the event that there are no employees with lesser seniority in lower or identical paying classification as defined in this Article, a laid off employee will have the right to displace an employee with lesser seniority, who is the least senior employee in a classification where the straight time hourly rate at the level of service corresponding to that of the laid off employee is within **5%** of the laid off employee's straight time hourly rate provided he can perform the duties without training other than orientation. Such employee so displaced shall be laid off.

(iii) The decision of the employee to choose (a) or **(b)** above shall be given in writing to the designated hospital representative within ten **(10)** working days (excluding Saturday Sunday and Holidays) following the notification of lay-off. Employees failing to do so will be deemed to have accepted the lay-off.

- (c) 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.
- (d) In determining the ability of an employee to perform the work for the purposes of the paragraphs above, the Hospital shall not act in an arbitrary or unfair manner.
- (e) **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.

- (f) No new employees shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so, in accordance with the loss of seniority provision, or have been found unable to perform the work available.
- (g) 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.
- (h) Employees on lay-off or notice of lay-off shall be given preference for temporary vacancies which are expected to exceed (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 lay-off.
- (i) 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.
- (j) 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.
- (k) A laid off employee shall retain the rights of recall for a period of twenty-four (24) months from the date of lay-off.

10.06 Benefits on Lay-off

In the event of a lay-off of a full-time employee, the Hospital shall pay its share of insured benefits premium up to three (3) months from the end of the month in which the lay-off

ccurs or until the laid off employee is employed elsewhere, whichever occurs first.

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 seven (7) days excluding Saturday, Sunday and holidays. Vacancies created by the filling of **an** initial permanent vacancy within the bargaining unit shall be posted for a period of three (3) consecutive days excluding Saturday, Sunday, and holidays. All applications are to be made in writing within the posting period.

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

11.03 Employees shall be selected for positions under 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 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

ontinue 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.

12.02 Notwithstanding the foregoing, the Hospital may contract out work usually performed by members of the bargaining unit without such contracting out constituting a breach of this provision if the Hospital provides in its commercial arrangement contracting out the work that the contractor to whom the work is being contracted, and any subsequent such contractor, agrees:

- (1) to employ the employees thus displaced from the Hospital, and;
- (2) in doing so to stand, with respect to that work, in the place of the Hospital for the purposes of the Hospital's

Collective Agreement with the Union, and to execute into an agreement with the Union to that effect.

In order to ensure compliance with this provision, the Hospital agrees that it will withdraw the work from any contractor who has failed to meet the aforesaid terms of the contracting out arrangement.

12.03 On request by the Union the Hospital will undertake to review contracted services which fall within the work of the bargaining unit. The purpose of the review will be to determine the practicality of increasing the degree to which bargaining unit employees may be **utilized** to deliver such services in the future. The Hospital further agrees that the results of their review will be submitted to the Staff Planning Committee for its consideration.

ARTICLE 13 - WORK OF THE BARGAINING UNIT

13.01 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.P.N.'s

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

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

13.05 Utilization of RNA/RPN Skills

- (a) The Hospital supports utilizing RNA's/RPN's for the skills which the Hospital requires them to perform in the areas involved.
- (b) The Hospital agrees to provide education for current RNA's/RPN's for the additional skills which the Hospital requires them to perform.

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.

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

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

14.05 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**.

RTICLE 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 a** 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 a day on which he has not been scheduled to work, he shall be paid for all hours actually spent at such hearing at his regular straight time hourly rate subject to the overtime provisions of the Collective Agreement and subject to (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 Pregnancy Leave

(a) Pregnancy leave will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision. The service requirement for eligibility for pregnancy leave shall be thirteen (13) weeks of continuous service.

(b) The employee shall give written notification at least two (2) weeks in advance of the date of commencement of such leave and the expected date of return. At such time she shall also furnish the Hospital with the certificate of a legally qualified medical practitioner stating the expected birth date.

(c) The employee shall reconfirm her intention to return to work on the date originally approved in subsection (b)

above by written notification received by the Hospital at least two (2) weeks in advance thereof.

- (d) (i) The following applies only to employees whose earnings (as defined in the Toronto Humber Memorial Hospital settlement) are less than \$30,000 (LICO) for the calendar year, or such other locally agreed annual period for determining LICO status.

Effective February 28, 1995, an employee who is on pregnancy leave as provided under this Agreement who has applied for and is in receipt of Unemployment Insurance pregnancy 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 ninety-three percent (93%) of her regular weekly earnings and the sum of her weekly Unemployment Insurance benefits and any other earnings. Such payment shall commence following completion of the two-week Unemployment Insurance waiting period, and receipt by the Hospital of the employee's Unemployment Insurance cheque stub as proof that she is in receipt of Unemployment Insurance pregnancy benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours plus any wage increase or salary increment that she would be entitled to if she were not on pregnancy leave.

The Hospital will pay the Employee ninety-three percent (93%) of her normal weekly earnings during the first two (2) week period of the leave while waiting to receive Unemployment Insurance Benefits.

The employee does not have any vested right except to receive payments for the covered unemployment period. The plan provides that payment in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan.

- (ii) The following applies only to "Non-LICO" employees as defined by the Social Contract Act, 1993.

Effective on confirmation by the Unemployment Insurance Commission of the appropriateness of the Hospital's Supplemental Unemployment Benefit (SUB) Plan, an employee who is on pregnancy leave as provided under this Agreement who has applied for and is in receipt of Unemployment Insurance pregnancy 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 percent (75%)** of her regular weekly earnings and the sum of her weekly Unemployment Insurance benefits and any other earnings. Such payment shall commence following completion of the two-week Unemployment Insurance waiting period, and receipt by the Hospital of the employee's Unemployment Insurance cheque stub as proof that she is in receipt of Unemployment Insurance pregnancy benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours plus any wage increase or salary increment that she would be entitled to if she were not on pregnancy leave.

The employee does not have any vested right except to receive payments for the covered unemployment period. The plan provides that payment in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan.

- (e) Credits for service and seniority shall accumulate for a period of up to seventeen (17) weeks while an employee is on pregnancy leave on the basis of what the employees normal regular hours of work would have been.
- (f) The Hospital will continue to pay its share of the contributions of the pension plan in which the employee is participating for a period of up to seventeen (17) weeks while the employee is on pregnancy leave.
- (g) Subject to any changes to the employee's status which would have occurred had she not been on pregnancy 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.

15.05 Parental Leave

- (a) Parental leaves will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision. The service requirement for eligibility for parental leave shall be thirteen (13) weeks of continuous service.
- (b) An employee, who qualifies for parental leave, other than **an** adoptive parent, shall give written notification at least two (2) weeks in **advance** of the **date of** commencement of such leave and the expected date of return.
- (c) An employee who is an adoptive parent 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. If because of late receipt of confirmation of the pending adoption, the employee finds it impossible to request the leave of absence in writing, the request maybe made verbally and subsequently verified in writing.

An employee who is an adoptive parent may extend the parental leave for such greater time as may be required by the adoption agency concerned up to a maximum aggregate of six (6) months. Written notice by the employee for such extension will be given at least two (2) weeks prior to the termination of the initially approved leave.

- (d) An employee shall reconfirm his or her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Hospital at least two (2) weeks in advance thereof.
- (e) (i) The followins applies only to employees whose earnings (as defined in the Toronto Humber Memorial Hospital settlement) are less than \$30,000 (LICO) for the calendar year, or such other locally agreed annual period for determining LICO status.

Effective February 28, 1995, any employee who is on parental leave as provided under this Agreement who has applied for and is in receipt of Unemployment Insurance parental 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 ninety-three (93%) 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 parental benefits and shall continue while the employee is in receipt of such benefits for a maximum period of ten (10) 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 plus any wage increase or salary increment that she would be entitled to if she were not on parental leave.

The Hospital will pay the employee ninety-three percent (93%) of her normal weekly earnings during the first two (2) week period of the leave while waiting to receive Unemployment Insurance Benefits.

The employee does not have any vested right except to receive payments for the covered unemployment period. The plan provides that payment in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan.

(ii) The following applies only to "non-LICO" employees as defined by the Social Contract Act, 1993.

Effective on confirmation by the Unemployment Insurance Commission of the appropriateness of the Hospital's Supplemental Unemployment Benefit (SUB) Plan, any employee who is on parental leave as provided under this Agreement who has applied for and is in receipt of Unemployment Insurance parental benefits pursuant to Section 20 of the Unemployment Insurance Act, shall be paid a supplemental unemployment benefit. That benefit

will be equivalent to the difference between **seventy-five percent (75%)** of her regular weekly earnings and the sum of her weekly Unemployment Insurance benefits and any other earnings. Such payment shall commence following completion of the two-week Unemployment Insurance waiting period, and receipt by the Hospital of the employee's Unemployment Insurance cheque stub as proof that she is in receipt of Unemployment Insurance parental benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of ten **(10)** 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 plus any wage increase or salary increment that she would be entitled to if she were not on parental leave.

The employee does not have any vested right except to receive payments for the covered unemployment period. The plan provides that payment in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan.

- (f) Credits for service and seniority shall accumulate for a period of up to eighteen **(18)** weeks while an employee is on parental leave on the basis of what the employee's normal regular hours of work would have been.
- (g) The Hospital will continue to pay its share of the contributions of the pension plan in which the employee is participating for a period of eighteen **(18)** weeks while the employee is on parental leave.
- (h) Subject to any changes to the employee's status which would have occurred had he or she not been on parental leave, the employee shall be reinstated to his or her former duties, on the same shift in the same department, and at the same rate of pay.

15.06 Full-Time Union Officer

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

he 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 (in the case of the Union President, two (2) calendar years) from the date of appointment unless extended for a further specific period by agreement of the parties. Seniority and service shall accumulate during such leave to the maximum provided, if any, under the provisions of the Collective Agreement. It will become the responsibility of the employee for full payment of any applicable benefits in which the employee is participating during such leave of absence.

15.07 Union Leave

- (a) The Hospital shall grant leave of absence without pay to employees to attend Union conventions, seminars, education classes or other Union **business** provided that such leave will not interfere with the efficient operation of the Hospital.
- (b) In requesting such leave of absence for an employee or employees, the Union must give at least twenty-one (21) **days** clear notice in writing to the Hospital.
- (c) The cumulative total leave of absence, the number of employees that may be absent at any one time from any one **area**, and the number of days of **absence** shall be as provided elsewhere in the current local sections of the Agreement (unless altered by local negotiations).
- (d) It is mutually agreed that the Hospital 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 efficient operations. Under this clause, no leave of absence will be for a period in excess of two (2) 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.

5.08 Personal Leave

The Hospital may grant leave of absence without pay 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 meal periods. The normal daily hours shall be seven and one-half (7 ½) exclusive of a half hour unpaid meal period.

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 Article 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 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) Part-time employees shall be entitled to a paid rest period of fifteen (15) minutes for each three and three-quarter (3 ¾) hours of work during their shift.

- (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 Not applicable.

16.04 The Hospital will schedule part-time employee for work in accordance with operational requirements and will be guided by the following.

1. Employees will be available to work a minimum of eight (8) shifts in any thirty (30) consecutive days;
2. employees will be available to work at least one (1) weekend in three (3);
3. Employees will be available for at least four (4) designated holidays per year, one of which will be Christmas or New Year's. Due to the nature of services necessary in a Hospital, employees may be required and scheduled to work on either December 24th and 25th or December 31st and January 1st;
4. requests for specific days off are to be submitted in writing at least (2) weeks in advance of posting;
5. requests by employees for change in posted time schedules must be submitted in writing and co-signed by the employee of same classification willing to exchange days off or tour of duty. It is understood that such requests for changes in posted schedules are subject to approval by the Hospital and shall not result in overtime payment to the employees affected.

Part-time employees shall be those employees who make a written commitment to the Hospital to be available on a predetermined basis, as required and determined by the Hospital, and in respect of whom there is predetermined scheduling.

Other employees who do not make a written commitment shall be employed on a relief or replacement basis and are available for call-ins as circumstances demand.

Failure to be available as provided for in the above undertaking may result in the employee not being offered further work and the removal of his/her name from the part-time roster.

6.05 Exchange of Shifts

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

It is understood and agreed that absence due to illness certified by a Doctor's certificate, or any approved leave of absence will not be considered as a failure to meet the commitment given to the Hospital. The Hospital shall establish the on-call list on the basis of the employee's seniority.

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.

16.07 Chance & Wash Up Time

A wash-up time of ten (10) minutes will be granted at the end of every 7.5 hour 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 Overtime Premium

Employees shall be entitled to payment of time and one-half the employee's basic straight time hourly rate for all **authorized** overtime work in excess of seven and one-half (7 ½) hours in a tour of duty or in excess of the average full-time hours of work over the period scheduled by the Hospital. Such period for this purpose shall not exceed two (2) weeks.

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

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

Overtime premium will not be duplicated nor pyramided nor shall other premiums be duplicated nor pyramided nor shall the same hours worked be counted as part of the normal work week and also as hours for which the overtime premium is paid.

17.03 Reporting Pay

Employees who report for work at the starting time of their scheduled shift, save and except employees who are scheduled for four (4) hours or less, not having previously been advised not to report, shall be guaranteed at least four (4) hours of work or, if no work is available, shall be paid for at least four (4) hours time, at the employee's applicable straight time hourly rate of **pay**. Employees who are scheduled for four (4) hours or less will be guaranteed one-half of their scheduled hours. This provision shall not apply in the following circumstances:

- (a) When an employee fails to keep the Hospital advised of a telephone number that can be used for the purpose of leaving a message;
- (b) when work is not available due to circumstances that are beyond the reasonable control of the Hospital.

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 four (4) hours of work or four (4) hours pay at the rate of time and one-half their regular hourly earnings. Where callback 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 four (4) hour period provided for under (a). If a second call takes place after four (4) 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 four (4) hour period, and to the extent that a call-back overlaps and extends into the hours of his regular shift, (a) shall apply.

17.06 Shift Premium

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

17.07 Responsibility Outside the Bargaining Unit

When an employer temporarily assigns an employee to carry out the assigned responsibilities of a higher paying classification outside of the bargaining unit for a period in excess of one-half of one (1) shift, the employee **shall receive an allowance** of three dollars (\$3.00) for each shift from the time of the assignment.

17.08 Overtime - Lieu Time

- (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 Hospital 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 to cases of short term leaves of absence for Union business approved by the Hospital 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, and vacation shall be considered as time worked in the computation of overtime pay.

17.10 Weekend Premium

Effective October 11, 1992 an employee shall be paid a weekend premium of forty-five cents (\$0.45) per hour for each hour worked between 2400 hours Friday to 2400 hours Sunday or such other forty-eight (48) hour period that the Hospital may establish. If an employee is receiving premium pay pursuant to a local scheduling regulation with respect to consecutive weekends worked, he/she will not receive weekend premium under this provision.

ARTICLE 18 - ALLOWANCES

18.01 Meal Allowance

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

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

18.02 Uniform Allowance

Where, in the opinion of the Administrator, it is deemed advisable for hygienic reasons to require an employee to wear a uniform while on duty, such uniforms will be supplied, laundered and repaired by the Hospital, provided that the employee shall be liable for loss of or damage to the said uniform not arising from the employee's duties. Where the Hospital decides to provide a uniform allowance instead of supplying and laundering uniforms, such allowance shall be a pro-rate of the amount payable for full-time employees on the basis of the number of hours worked in the twelve (12) month period ending November 30. (1725 hours = 100%)

18.03 Transportation Allowance

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

ARTICLE 19 - HEALTH AND SAFETY

19.01 Accident Prevention - Health and Safety Committee

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

at least one (1) representative selected or appointed by the Union from amongst bargaining unit employees.

- (c) Such Committee shall identify potential dangers and hazards, institute means of improving health and safety programs and recommend actions to be taken to improve conditions related to safety and health.
- (d) The Hospital agrees to co-operate reasonably in providing necessary information to enable the Committee to **fulfill** its functions.
- (e) Meetings shall be held every second month or more frequently at the call of the Chair if required. The Committee shall maintain minutes of all meetings and make the same available for review.
- (f) Any representative appointed or selected in accordance with (b) hereof shall serve for a term of one (1) calendar year from the date of appointment which may be renewed for further periods of one (1) year. Time off for such representative(s) to attend meetings of the Accident Prevention - Health & Safety Committee in accordance with the foregoing shall be granted and time so spent attending such meetings shall be deemed to be work time for which the representative(s) shall be paid by the Hospital at his regular or premium rate as may be applicable.
- (g) The Union agrees to endeavour to obtain the full co-operation of its membership in the observation of all safety rules and practices.
- (h) Pregnant employees may request to be transferred from their current duties if, in the professional opinion of the employee's physician, the pregnancy may be at risk. If such a transfer is not feasible, the pregnant employee, if she so requests, will be granted an unpaid leave of absence before commencement of the maternity leave referred to in Article 15.04.
- (i) Where the Hospital identifies high risk areas where employees are exposed to Hepatitis **B**, the Hospital will provide, at no cost to the employees, a Hepatitis B vaccine.

9.02 Protective Clothing

The Hospital agrees to continue its present practices with respect to the provisions of protective clothing and safety devices to employees. At the same time, the Hospital agrees to meet directly with a representative of the Union or through the Accident Prevention Committee to discuss the need for any additional protective clothing or equipment.

ARTICLE 20 - HOLIDAYS

20.01(a) If a part-time employee is required to work on any of the holidays listed in Article 20.01(b) the employee shall be paid at the rate of time and one half ($1 \frac{1}{2}$) her regular straight time hourly rate for all hours worked on such holiday.

(b) Number of Holidays

New Year's Day	Civic Holiday
3rd Monday in February	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Christmas Day
Victoria Day	Boxing Day
Canada Day	Anniversary Date of Hire

20.02 Payment for Working on a Holiday

An employee who is required to work on any of the following holidays will receive pay for all hours worked on such day at the rate of one and one-half times his regular straight time rate of pay.

20.03 Payment for Working Overtime on a Holiday

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

RTICLE 21 - VACATIONS

21.01 Part-time Vacation Pay

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

A part-time employee who has completed less than **5,175** hours of continuous service as of December **31** shall receive **4%** of gross earnings.

A part-time employee who has completed **5,175** hours but less than **13,800** hours of continuous service as of December **31** shall receive **6%** of gross earnings.

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 **6%** of gross earnings shall be **3450** hours of continuous service.

A part-time employee who has completed **13,800** hours but less than **25,875** hours of continuous service as of December **31** shall receive **8%** of gross earnings.

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 **8%** of gross earnings shall be **10,350** hours of 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 **8%** of gross earnings shall be **8625** hours of continuous service.

A part-time employee who has completed **25,875** hours but less than **43,125** hours of continuous service as of December **31** shall receive **10%** of gross earnings.

A part-time employee who has completed **43,125** hours of continuous service or more as of December **31** shall receive **12%** of gross earnings.

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

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

21.02 Vacation Entitlement - Part-time

2 after 1, 3 after 2, 4 after 5, 5 after 15, 6 after 25.

21.03 It is understood that the vacation entitlement may not necessarily be taken in one (1) continuous period, however, the Hospital will endeavour to schedule vacation entitlement as requested by the employee, subject to the need to meet the operating requirements of the Hospital.

21.04 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 Hospital, provided this does not interfere with efficient operations. The Hospital shall attempt to schedule vacation to commence on Monday, provided that this does not interfere with efficient operations.

21.05 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 equitable distributed.

21.06 Where an employee's scheduled vacation is interrupted due to serious illnesses 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.

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

RTICLE 22 - BENEFITS FOR PART-TIME EMPLOYEES

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

ARTICLE 23 - INJURY AND DISABILITY

23.01 Not applicable.

23.02 Disabled Employees

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

23.03 The Hospital **agrees** to provide the employee, upon their request, with a copy of the Workers' Compensation Board Form 7 at the same time as it is sent to the Board.

23.04 The Hospital shall pay the full cost of any medical certificates required of an employee.

ARTICLE 24 - PROGRESSION ON THE WAGE GRID

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

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

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

RTICLE 25 - COMPENSATION

25.01 Experience Pay

An employee hired by the Hospital with recent and related experience, may claim at the time of hiring on a form supplied by the Hospital consideration for such experience. Any such claim shall be accompanied by verification of previously related experience. The Hospital shall then evaluate such experience during the probationary period. Where, in the Hospital's opinion such experience is relevant, the employee shall be slotted in that step of the wage progression consistent with one (1) year's service for every one (1) year's 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 for 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 classifications.

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

25.05 Wages and Classification Premiums

During the lifetime of this Agreement the Hospital 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.

RTICLE 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 hereto.

ARTICLE 27 - BULLETIN BOARDS

27.01 The Hospital 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. The bulletin boards referred to shall be the same as in the full-time Collective Agreement.

ARTICLE 28 - PAY DAYS

28.01 The Hospital agrees that wages shall be paid on Thursday each two **(2)** 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.

RTICLE 29 - MISCELLANEOUS

29.01 Official Communication

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

To the Hospital:

President/Chief Executive Officer
Runnymede Chronic Care 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 Hospital and the Union agree that the cost of printing this Agreement shall be shared equally by them.

ARTICLE 30 - PERSONNEL FILES

30.01 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 Administrative 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.

30.02 Evaluations

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

0.03 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.

30.04 Disciplinary Letters

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

ARTICLE 31 - DURATION

30.01 Renewal

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.

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 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 subjects for local bargaining directly between the parties to this Agreement. It is also agreed that local bargaining shall be subject to such procedures as may be determined by mutual agreement between the Central Negotiating Committees referred to above.

31.02 Term

This Agreement shall continue in effect from the date hereof until October 10, 1995, and shall continue automatically thereafter from year to year each unless either party gives notice in writing

to the other party within ninety (90) days prior to the expiration date that it desires to amend or terminate this Agreement.

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 26th DAY OF January 1999.

FOR THE UNION

FOR THE HOSPITAL

Robert Davich

Melissa Matthews

[Signature]

Elaine H. Doherty

Colleen Pughower

RD/OEP

S.E.I.U LOCAL 204 SERVICE PART-TIME

SCHEDULE "A"

Note: These rates apply to "LICO" employees as defined by the Social Contract Act, 1993.

Classification	LEVEL	OCTOBER 11/93	JANUARY 1/94 P.E.	OCTOBER 11/94	JANUARY 1/95 P.E.
Registered Practical Nurse	Start	15.853	16.127	16.289	16.581
	1 year	15.983	16.256	16.419	16.712
	2 years	16.141	16.415	16.579	16.872
Registered Practical Nurse (Pending)	Start	14.369		14.512	
	1 year	14.549		14.694	
Nursing Assistant	Start	13.809		13.947	
	1 year	14.084		14.224	
Ward Aide	Start	13.402		13.536	
	1 year	13.689		13.826	
Orderly 1	Start	14.792		14.939	
	2 years	15.002		15.152	
Orderly 2	Start	14.372		14.515	
	1 year	14.648		14.794	
Linen Room Aide	Start	13.809		13.947	
	1 year	14.084		14.224	
Maintenance General	Start	15.962		16.122	
	1 year	16.262		16.425	
Maintenance Helper	Start	14.766		14.914	
	1 year	15.081		15.232	
Maintenance Mechanic	Start	17.218		17.390	
	1 year	17.531		17.706	
Physio, C.S.R., OT Assistant	Start	13.809		13.947	
	1 year	14.084		14.224	

Activity Assistant	Start	14.791	14.939
	1 year	15.002	15.152
Porter	Start	13.402	13.536
	1 year	13.689	13.826

WAGE IMPLEMENTATION NOTE

In order to comply with the requirements of the Social Contract Act, 1993 and the award, employees eligible to be paid as per Wage Schedule "A" are those employees whose earnings (as defined in the Toronto Humber Memorial Hospital settlement) are less than \$30,000 (LICO) for the calendar year, or such other locally agreed annual period for determining LICO status. Employees determined as 'non-LICO' will be paid as per Wage Schedule "B".

If, at the end of the calendar year it is determined that a "non-LICO" employee's earnings as per the LICO definition were less than \$30,000 annually, the employee shall receive a retroactive wage payment to the extent that the total of the items included for the purposes of earnings under the LICO definition, including wages, does not exceed \$30,000 for the calendar year.

If, at the end of the calendar year it is determined that a "LICO" employee's earnings as per the LICO definition were greater than \$30,000 annually, such employee shall repay to the Hospital the overpayment of wages received in the calendar year to the extent that to do so does not reduce annual LICO earnings below \$30,000. The Hospital may recover the money by payroll deduction, and the employee and the Union agree that this repayment is hereby consented to, for the purposes of the Employment Standards Act.

S.E.I.U LOCAL 204 SERVICE PART-TIME

SCHEDULE "B"

Note: These rates apply to "Non-LICO" employees as defined by the Social Contract Act, 1993.

Classification	LEVEL	OCTOBER 11/93	JANUARY 1/94 P.E.	OCTOBER 11/94	JANUARY 1/95 P.E.
Registered Practical Nurse	Start	15.696	15.970	15.970	16.263
	1 year	15.824	16.098	16.098	16.391
	2 years	15.981	16.255	16.255	16.548
Maintenance General	Start	15.804			
	1 year	16.101			
Maintenance Mechanic	Start	17.048			
	1 year	17.357			

WAGE IMPLEMENTATION NOTE

In order to comply with the requirements of the Social Contract Act, 1993 and the award, employees eligible to be paid as per Wage Schedule "A" are those employees whose earnings (as defined in the Toronto Humber Memorial Hospital settlement) are less than \$30,000 (LICO) for the calendar year, or such other locally agreed annual period for determining LICO status. Employees determined as "non-LICO" will be paid as per Wage Schedule "B".

If, at the end of the calendar year it is determined that a "non-LICO" employee's earnings as per the LICO definition were less than \$30,000 annually, the employee shall receive a retroactive wage payment to the extent that the total of the items included for the purposes of earnings under the LICO definition, including wages, does not exceed \$30,000 for the calendar year.

If, at the end of the calendar year it is determined that a "LICO" employee's earnings as per the LICO definition were greater than \$30,000 annually, such employee shall repay to the Hospital the overpayment of wages received in the calendar year to the extent that to do so does not reduce annual LICO earnings below \$30,000. The Hospital may recover the money by payroll deduction, and the employee and the Union agree that this repayment is hereby consented to, for the purposes of the Employment Standards Act.

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

Robert A. Davidson

Melissa Matthews

FOR THE HOSPITAL

[Signature]

Elaine Hardy

Colleen Fighelna

LETTER OF UNDERSTANDING

1. Changes to Rules

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

Robert Davidson

Melissa Matthews

FOR THE HOSPITAL

[Signature]

Elaine H. Dwy

Colleen Pighdore

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 26th day of January 1999.

FOR THE UNION

FOR THE-HOSPITAL

Robert Davidson

M. O'Brien

Melissa Matthews

Elaine Hardy

Robert Pugh

MEMORANDUM OF UNDERSTANDING

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

Pursuant to the award of the Mitchnick board dated November 18, 1992, the Board will remain seized of any dispute between the parties regarding the implementation of Article 10.01 and 10.04 while the terms of this collective agreement remain in effect.

Signed at Toronto this day of 199 .

FOR THE PARTICIPATING LOCAL UNION	FOR THE PARTICIPATING HOSPITALS
<p>1. Name of Local Union: _____</p> <p>2. Address: _____</p> <p>3. City: _____ State: _____ Zip: _____</p> <p>4. Telephone: _____</p> <p>5. Fax: _____</p> <p>6. E-mail: _____</p> <p>7. Name of Representative: _____</p> <p>8. Title: _____</p> <p>9. Date: _____</p>	<p>1. Name of Hospital: _____</p> <p>2. Address: _____</p> <p>3. City: _____ State: _____ Zip: _____</p> <p>4. Telephone: _____</p> <p>5. Fax: _____</p> <p>6. E-mail: _____</p> <p>7. Name of Representative: _____</p> <p>8. Title: _____</p> <p>9. Date: _____</p>

Local 204

Local 478

Local 183

Local 777

Local 532

Local 268

SEE ORIGINAL SIGNED AGREEMENT