

876 Employees

Unit No. 27

SOURCE	Union		
EFF.	93	10	10
TERM	95	10	10
No. OF EMPLOYEES	280		
NOMBRE D'EMPLOYÉS	280		

FULL-TIME SERVICE
COLLECTIVE AGREEMENT

BETWEEN

BAYCREST CENTRE AND/OR
THE JEWISH HOME FOR THE AGED
(SERVICE)

- AND -

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

EFFECTIVE: OCTOBER 11, 1993

EXPIRY: OCTOBER 10, 1995

(293,3)

INDEX

ARTICLE		PAGE
Article 1	Purpose	1
Article 2	Scope and Recognition	1
Article 3	Management Rights	2
Article 4	Definitions	2
	4.01 Temporary Employees	2
Article 5	Union Security	3
	5.01 Union Dues	3
	5.02 Interview Period	4
	5.03 Employee Lists	4
Article 6	No Strike/Lockout	4
Article 7	Union Representation and Committees	5
	7.01 Grievance Committee	5
	7.02 Union Stewards	5
	7.03 Central Bargaining Committee	6
	7.04 Local Negotiating Committee	7
Article 8	Grievance and Arbitration	8
	8.05 Policy Grievance	9
	8.06 Group Grievance	10
	8.07 Discharge Grievance	10
Article 9	Seniority	12
	9.01 Probationary Period	12
	9.02 Definition of Seniority	12
	9.03 Transfer of Service and Seniority	12
	9.04 Loss of Seniority	13
	9.05 Effect of Absence	13
Article 10	Job Security	15
	10.02 Notice	16
	10.03 Severance and Retirement Options	17
	10.04 Regional Staff Planning Committees	18
	10.05 Lay-off and Recall	19
	10.06 Benefits of Lay-off	21
Article 11	Job Posting	21
Article 12	No Contracting Out	23
Article 13	Work of the Bargaining Unit	24
	13.01 Work of the Bargaining Unit	24
	13.02 Employment Agencies	24
	13.03 Volunteers	24
	13.04 Ratio of R.N.'s to R.P.N.'s	24
Article 14	Technological Change	25
Article 15	Leaves of Absence	26
	15.01 Bereavement Leave	26
	15.02 Education Leave	26
	15.03 Jury and Witness Duty	27

	15.04	Pregnancy Leave	28
	15.05	Parental Leave	30
	15.06	Full-time Union Office	33
	15.07	Union Leave	33
	15.08	Personal Leave	34
Article 16		Hours of Work	34
	16.01	Daily and Weekly Hours of Work	34
	16.02	Rest Periods	35
	16.03	Time Off Between Shifts	35
	16.04	Weekends Off	35
Article 17		Premium Payment	36
	17.01	Definition of Regular Straight Time Rate of Pay	36
	17.02	Definition of Overtime (Overtime Premium)	37
	17.03	Reporting Pay	37
	17.04	Standby	37
	17.05	Call Back	38
	17.06	Shift Premium	38
	17.07	Responsibility Outside the Bargaining Unit	38
	17.08	Overtime - Lieu Time	39
	17.09	Paid Time to Working Time	39
	17.10	Weekend Premium	39
Article 18		Allowances	40
	18.01	Meal Allowance	40
	18.02	Uniform Allowance	40
	18.03	Transportation Allowance	40
Article 19		Health and Safety	40
	19.01	Accident Prevention - Health and Safety	40
	19.02	Protective Clothing	42
Article 20		Paid Holidays	42
Article 21		Vacations	44
	21.01	Entitlement and Calculation of Payment .	44
	21.02	Approved Leave of Absence During Vacation	44
Article 22		Health and Insured Benefits	46
	22.01	Insured Benefits	46
	22.03	Pension	47
Article 23		Injury and Disability	48
	23.01	Workers' Compensation Injury	48
	23.02	Disabled Employees	48
Article 24		Sick Leave	48
	24.01	Sick Leave and Long Term Disability . .	48
	.06	Unemployment Insurance Rebate	49
	24.02	Workers' Compensation Benefits and Sick Leave	49
Article 25		Compensation	50
	25.01	Experience Pay	50
	25.02	Promotion to a Higher Classification . .	50
	25.03	Temporary Transfer	50

	25.04 Job Classification	50
	25.06 Paydates	51
Article 26	Mail Box	52
Article 27	Bulletin Boards	52
Article 28	Steward Badges	52
Article 29	Printing	52
Article 30	General Working Conditions	52
Article 31	Employee Record	53
Article 32	Regular Meetings	53
Article 33	Relationship	53
Article 34	Duration	54
	Schedule "A"	56
	Schedule "A"	58
	Schedule "B"	60
	Wage Implementation Note	62
	Letter of Intent	63
	Memorandum of Understanding	64
	Memorandum of Understanding	65

COLLECTIVE AGREEMENT

BETWEEN

BAYCREST CENTRE AND/OR
JEWISH HOME FOR THE AGED
(hereinafter called the "Centre")

- and -

SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 204, AFL-CIO-CLC
(hereinafter called the "Union")

WHEREAS the Union represents a majority of the employees in the following occupational classifications namely: cleaners, maids (including ward aides and laundry workers) linen-room maids, orderlies, kitchen help, gardeners, night-watchmen and certain trades maintenance employees excluding employees regularly employed for not more than twenty-four (24) hours per week and students employed during the school vacation period.

NOW THEREFORE THIS AGREEMENT WITNESSETH:

ARTICLE 1 - PURPOSE

1.01 The purpose of this Agreement is to establish an orderly collective bargaining relationship between the Centre and certain classifications of employees represented by the Union. This relationship shall not interfere with the successful operation of the Centre as a public service institution intended to provide resident service and adequate hospital and clinical services.

ARTICLE 2 - SCOPE AND RECOGNITION

2.01 The Centre recognizes the union as the sole bargaining agent for all its employees in Metropolitan Toronto, Ontario, save and except professional medical staff, registered, graduate and undergraduate nurses, paramedical employees, social service employees, office staff, supervisors, persons above the rank of supervisor, persons covered by subsisting agreements, persons regularly employed for not more than twenty-four (24) hours per week and students employed during the school vacation period.

2.02 The Centre undertakes that it will not enter into any other agreement or contract with employees represented by the union either individually or collectively, which will conflict with any of the provisions of this agreement.

ARTICLE 3 - MANAGEMENT RIGHTS

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

- (a) maintain order, discipline and efficiency and to establish and enforce reasonable rules and regulations governing the conduct of the employees, which rules and regulations are primarily designed to safeguard the interests **of** the patients of the Centre.
- (b) Hire, discharge, transfer, promote, demote or discipline employees provided that a claim **of** discriminatory promotion, demotion or transfer, or **a** claim that an employee has been discharged or disciplined without reasonable cause may be the subject of a grievance and dealt with as hereinafter provided.
- (c) Generally to operate the Baycrest Centre and/or Jewish Home for the Aged in a manner consistent with the obligations **of** the Centre to the general public in the community served.

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 Centre, or **by** the Centre 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 Centre will outline **to** employees selected to fill such temporary vacancies and the Union, the circumstances giving rise **to** the vacancy, and the special **conditions** relating **to** such employment.

4.02 Employees regularly working more than twenty-four (24) hours per week but less than thirty-seven and one-half (37 ½) hours per week, shall be entitled to all the conditions of this Agreement on a pro-rata basis as a portion against time worked in comparison to thirty-seven and one half (37 ½) hours per week.

4.03 A vacancy shall be defined as a permanent opening in the job classification in a department where the number **of** persons required by the Centre exceeds the number classified therein. A promotion is the reclassification to a higher classification.

ARTICLE 5 - UNION SECURITY

5.01 Union Dues

As a condition of employment, the Centre 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 Centre of any changes therein and such notification shall be the Centre's conclusive authority to make the deductions specified.

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

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

5.02 Interview Period

It is mutually agreed that 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 completion of forty-five (45) days employment for the purpose of further informing such employee of the existence of the Union in the Centre and ascertaining whether the employee wishes to become a member of the Union. The Centre 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 Centre's premises, in a room designated by the Centre, and the employees shall report to this room for interview, during the interview period.

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

5.03 Employee Lists

An up-to-date seniority list will be supplied **to** the Union by the Centre on March 31, 1989 and every four (4) months thereafter.

ARTICLE 6 - NO STRIKE/LOCKOUT

6.01 The Union agrees that it will not cause, direct, or consent **to** any strike **or** other collective action on the part of the employees represented by the Union which will stop, curtail or interfere with work being performed by them, and that if such action should **be** taken by the employees the Union will instruct the said employees to return to work and perform their usual duties and to resort to the Grievance Procedure established herein for the settlement **of any** complaint or grievance.

ARTICLE 7 - UNION REPRESENTATION AND COMMITTEES

7.01 Grievance Committee

- (a) The Centre will recognize a Grievance Committee composed of the Chief Steward and not more than two (2) employees selected by the Union who have completed their probationary period. A general representative of the Union may be present at any meeting of the Committee. The purpose of the Committee is to deal with complaints or grievances as set out in this Collective Agreement.
- (b) The Union shall keep the Centre 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 Centre up to, but not including arbitration. The number of employees on the Grievance Committee shall be determined locally.

7.02 Union Stewards

- (a) The Centre 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 Centre 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 Centre 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 Centre in which he is not originally employed, he shall report his presence to the supervisor in the area immediately upon entering it. Such permission shall not be unreasonably withheld. When resuming his regular duties and responsibilities, such steward shall again report to his immediate supervisor. A Union steward shall suffer no loss of earnings for time spent in performing the above duties during his regular scheduled working hours.

- (e) Nothing in this Article shall preclude full-time stewards from representing part-time employees and vice versa.
- (f) The number of stewards and the areas which they represent, are to be determined locally.
- (g) The Centre will recognize the following number of stewards from the following areas of the Centre:

Night Staff - 2	Afternoon Staff - 1
Food Services - 1	Housekeeping - 1
R.N.A.'s - 2	Health Care Aides - 2
Orderlies, Ward Aides, C.S.D. - 1	
Maintenance, Purchasing, Linen, Stores - 1	

The Centre will also recognize a Chief Steward. Each Steward will be a regular employee of the Centre, who has acquired seniority.

7.03 Central Bargaining Committee

- (a) Should the Centre agree to negotiate jointly with other hospitals in the Metropolitan Toronto area, it is agreed that one (1) member identified in 7.04 (a) shall have the right to attend the joint negotiating sessions.
- (b) In future central bargaining between the Service Employees International Union and the participating hospitals, an employee serving on the Union's Central Negotiating Committee shall be paid for time lost from his normal straight time working hours at his regular rate of pay and without loss of leave credits for attending central negotiating meetings with the Hospitals' Central Negotiating Committee in the 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.

- (c) It is understood and agreed that the maximum number of Union Central Negotiating Committee members entitled to payment under this provision shall be seven, and in no case will more than one employee from a hospital be entitled to such payment.
- (d) 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.
- (e) Leave for attendance at the central union caucuses shall be subject to the same terms and conditions for leave for attendance at negotiations under the provisions of the Collective Agreement.

7.04 Local Negotiating Committee

- (a) The Centre agrees to recognize a Negotiating Committee comprising of four **(4) members** to be elected, or appointed from amongst employees in the bargaining unit, who have completed their probationary period.
- (b) Where the Centre participates in central bargaining the purpose of the Negotiating Committee shall be to negotiate local issues as defined.
- (c) Where the Centre does not participate in central bargaining, the purpose of the Negotiating Committee shall be to negotiate a renewal of this Collective Agreement.
- (d) The Centre 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 Centre.

- (f) The number of employees on the Negotiating Committee shall be determined locally.

ARTICLE 8 - GRIEVANCE AND ARBITRATION

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

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

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

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

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

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

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

Step 1

The employee shall submit the grievance, in writing, and signed by him, to his immediate supervisor. The employee may be

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

Step 2

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

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

Step 3

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

A meeting will then be held between the Chief Executive Officer or the designated Centre 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 Centre 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 Centre 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 Centre grievance it shall be filed with the Grievance Committee.

8.06 Group Grievance

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

8.07 Discharge Grievance

If an employee, who has completed his probationary period, claims that he has been unjustly discharged, such claim must be submitted by the employee, who may be accompanied by a union steward, or by the union steward at Step 3 of the grievance procedure to the Centre 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 Centre'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 Centre and representatives of the Union will be final and binding upon the Centre, the Union and the employee(s).

§.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.

§.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.

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

§.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.

§.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.

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

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

ARTICLE 9 - SENIORITY

9.01 Probationary Period

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

9.02 Definition of Seniority

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

Seniority will operate on a bargaining unit wide basis.

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

9.03 Transfer of Service and Seniority

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

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

9.04 Loss of Seniority

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

- (a) employee quits;
- (b) employee is discharged and the discharge **is** not reversed through the grievance and arbitration procedure;
- (c) employee is absent from scheduled work for a period of three or more consecutive working days without notifying the Centre of such absence and providing a reason satisfactory to the Centre;
- (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 working days after he has received the notice **of** recall, and fails to report **to** work within ten 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 matter consistent with the provisions of the Ontario Human Rights Code.

9.05 Effect of Absence

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

elsewhere, shall be suspended for the period of the absence in excess of thirty (30) continuous calendar days, the benefits concerned appropriately reduced on a pro rata basis and the employee's anniversary date adjusted accordingly. In addition, the employee will become responsible for full payment of subsidized employee benefits in which he/she is participating for the period of the absence except that the Hospital will continue to pay its share of the premiums for up to eighteen (18) months while an employee is in receipt of W.C.B. benefits. Notwithstanding this provision, service shall accrue for a period of fifteen (15) weeks if an employee's absence is due to a disability resulting in W.C.B. benefits.

- (c) It is further understood that during such unpaid absence, credit for seniority for purposes of promotion, demotion transfer or layoff shall be suspended and not accrue during the period of absence. Notwithstanding this provision seniority shall accrue during maternity or adoption leave or for a period of eighteen (18) months if an employee's absence is due to disability resulting in W.C.B. or LTD benefits, or for a period of one (1) year if an employee's unpaid absence is due to an adoption leave or an illness.

9.06 (a) The Union acknowledges that in the circumstances of promotions and transfers, the Centre's considered judgment as to the efficiency and suitability of an employee for any particular task must be accepted, and the function of the Union in dealing with complaints or grievances arising out of this clause will generally consist of ascertaining that all relevant facts and circumstances have been adequately considered by the Centre. With this understanding seniority will apply to promotions, demotions, transfers and to reduction of staff, provided that with respect to demotions and staff reductions the Centre shall also take into consideration the relative efficiency, merit and ability of the employees concerned in order that an efficient staff of employees may be maintained.

- (b) Any complaint or grievance having to do with the observance or non-observance of seniority rules may, however, be submitted to arbitration if the parties cannot mutually agree upon a settlement.

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 Centre 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 Centre may propose taking;

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

(iii) identifying vacant positions within the Centre 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 Centre 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 Centre 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 Centre 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 Centre 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 Centre and the Union resulting from the above review concerning the method of implementation will take precedence over the other provisions of this agreement.

10.02 Notice

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

(i) provide the Union with no less than six (6) months' written notice of the proposed lay-off 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 Centre 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 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(ii) in any classification(s), the Centre will offer early-retirement allowance to a sufficient number of employees eligible for early retirement under HQOPP 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(ii).

Within thirty (30) days from the date of notice of lay off, an employee who has received notice of lay-off 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 Centre 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 equals to \$1,000 for every year less than age 65, to a maximum of \$5,000.

Note: The Centre may offer any employee a retirement option as provided above, in order to avoid potential lay-offs in the unit.

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

(i) whose lay-off 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 Committees

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 Centre 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 Centre 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 classifications 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 employees 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 Centre representative within ten (10) working days (excluding Saturday, Sunday and Holidays) following the notification of lay-off. Employees failing to do will be deemed to have accepted 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 purpose of the paragraphs above, the Centre 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 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 Centre 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 Centre (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 Centre.

- (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 Centre shall pay its share of insured benefits premium up to three (3) months from the end of the month in which the lay-off occurs 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 Centre, 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 be posted for a period of three (3) consecutive days excluding Saturday, Sunday and holidays. All applications are be made in writing within the posting period.

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

11.03 Employees shall be selected for positions under Article 11.01 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 11.01 employees in other SEIU service bargaining units at the Centre will be considered for such positions prior to considering persons not employed by the Centre. The employees eligible for consideration shall be limited to those employees who have applied for the position in accordance with Article 11.01 and selection shall be made in accordance with Article 11.03 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 Centre. 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 Centre. In considering such part-time employees the criteria for selection in 11.03 shall apply. Part-time employees selected to fill a vacancy under this Article will continue to maintain their part-time status and upon completion of the assignment the employee will return to his former position.

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

11.07 The successful applicant will be placed in the vacancy for a trial period not exceeding forty-five (45) working days and if the employee proves satisfactory, then he shall be considered permanently assigned to the vacancy. If the employee proves unsatisfactory during that time, or if the employee feels he is unable to perform the duties of the vacancy to which he is posted,

the employee will be returned to his former position at his former salary rate of pay, as will any other employee in the Bargaining Unit who was promoted or transferred by reason of such placing. Newly hired employees shall be terminated and such termination shall not be subject to the grievance and arbitration procedure.

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

ARTICLE 12 - NO CONTRACTING OUT

12.01 The Centre 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 Centre may contract out work usually performed by members of the bargaining unit without such contracting-out constituting a breach of this provision if the Centre 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 Centre;
and
- (2) in doing **so** to stand, with respect to that work, in the place **of** the hospital for the purposes **of** the Centre 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 Centre 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 Centre 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 maybe utilized to deliver such services in the future. The Centre 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 Work of the Bargaining Unit

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

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

13.02 Employment Agencies

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

13.03 Volunteers

The use of volunteers to perform bargaining unit work shall not be expanded beyond the extent **of** existing practice as of June 1, 1986.

Where the Centre 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 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 Centre 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 Centre 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 Centre 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 Centre and the reasons for it. After full

and complete disclosure to the Union the Centre 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 Centre 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 Centre.

ARTICLE 14 - TECHNOLOGICAL CHANGE

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

14.02 Where the Centre has decided to introduce a technological change which will significantly alter the status of an employee within the bargaining unit, the Centre 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 Centre will assume the cost of tuition and travel. There shall be no reduction in wage or salary rates during the training period of any such employee. Training shall be given during the hours of work whenever possible and may extend for up to six (6) months.

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

14.05 Employees who are pregnant shall not be required to operate VDTs. At their request, the Centre 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 Centre 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 Centre where not covered by OHIP.

ARTICLE 15 - LEAVES OF ABSENCE

15.01 Bereavement Leave

An employee who notifies the Centre 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 Centre, 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 Centre may be granted upon written application by the employee to the administration of the Centre. It is further understood and agreed that the Centre 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 Centre to take courses to upgrade or acquire new employment qualifi-

cations, the Centre 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 Centre, the employee shall not lose regular pay because of such attendance provided that the employee:

- (a) notifies the Centre immediately on the employee's notification that he will be required to attend at court;
- (b) presents proof of service requiring the employee's attendance;
- (c) deposits with the Centre 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 Centre on his regularly scheduled day off, the Centre will attempt to reschedule the employee's regular day off, it being understood that any rescheduling shall not result in the payment of any premium pay. where the Centre is unable to reschedule the employee and, as a result, he is required to attend on a regular day off, he shall be paid for all hours actually spent at such hearing at the rate of time and one-half his regular straight time hourly rate subject to (a), (b) and (c) above.

Where the employee's attendance is required during a different shift than he is scheduled to work that day, the Centre 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 Centre 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.

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 Centre 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 Centre at least two (2) weeks in advance thereof.
- (d) 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 Centre 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 Centre 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.

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 Centre 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 Centre 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.
- (f) The Centre will continue to pay its share of the contributions of the subsidized employee benefits, including pension, 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 qualified 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 Centre 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 may be 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 Centre at least two (2) weeks in advance thereof.
- (e) 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 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 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 Centre 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 Centre 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.

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 Centre Supplemental Unemployment Benefit (SUB) Plan, an 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 Unemployment Insurance Act, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between seven-five percent (75%) of her regular weekly earnings and 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 Centre of the employee's Unemployment Insurance cheque stub as proof that she is in receipt of Unemployment Insurance parental, 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.
- (g) The Centre will continue to pay its share of the premiums of the subsidized employee benefits, including pension, in which the employee is participating for a period of up

to 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 Office

Upon application by the Union, in writing, the Centre will give reasonable consideration to a request for leave of absence, without pay, to an employee elected or appointed to full time Union office. It is understood that not more than one (1) employee in the bargaining unit may be on such leave at the same time. Such leave, if granted, shall be for a period of one (1) calendar year (in the case of 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 Centre 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 Centre.
- (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 Centre.
- (c) The cumulative total leave of absence, the number of employees that may be absent at any one time and from any one area, and the number of days of absence shall be as provided elsewhere in the current local sections of **the** agreement (unless altered by local negotiations).
- (d) In addition to the leave of absence set out above, members of the Union Executive Board and/or Council

employed by the Centre 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.

- (e) The Centre agrees when granting such leave to continue the payment of salaries to the persons for whom leave of absence has been granted. The Centre will bill the Union, and the Union will pay the Centre for the amount of salary that the employee would otherwise have lost during the period of leave of absence for Union business.
- (f) The Centre may request the payment in advance of the leave of absence being granted.

15.08 Personal Leave

The Centre may grant leave of absence without pay for legitimate personal reasons including illness and accident.

ARTICLE 16 - HOURS OF WORK

16.01 Daily and Weekly Hours of Work

- (a) The work week shall average thirty-seven and one-half (37 1/2) hours (exclusive of meal time) for each employee during weekly periods. In administering the thirty-seven and one-half (37 1/2) hour week, it is understood the employees are to receive two (2) days off per calendar week consecutively where possible.
- (b) It is understood normal hours of work include those required to accommodate the change from Daylight Saving Time to Standard Time and vice-versa to which the other provisions of the Articles dealing with Hours of Work and Overtime do not apply. It is further understood that the amount of regular pay for a full normal shift worked shall not be affected by reason of the change in the number of normal hours worked in consequence of such change from Daylight Saving Time to Standard Time and vice-versa. The provisions of this Article are intended only to provide a basis for calculating time worked and shall not constitute a guarantee of hours of work per

shift or per week **or** for any period whatsoever nor a guarantee of working schedules.

- (c) **An** employee shall not be required to work more than seven and one-half (7 1/2) hours within a twelve (12) hour period and the said seven and one-half (7 1/2) hours shall be completed in a nine (9) hour period after commencing work. The exception to this shall be the food service staff or where special conditions exist, in which case the seven and one-half (7 1/2) hour work period shall be completed within twelve (12) hours.
- (d) **An** exception to the above will only take **place** after a consultation between the parties and a mutual agreement being reached.

16.02 Rest Periods

- (a) **All** employees will be allowed a fifteen (15) minute coffee break in each three and three-quarter (3 3/4) hour shift **or** period without reduction in pay and without increasing the regular working hours.
- (b) When an employee performs authorized overtime work of at least three (3) hours duration, the Centre will schedule a rest period of fifteen (15) minutes duration.

16.03 Time Off Between Shifts

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

16.04 Weekends Off

In scheduling shifts the Centre will endeavour to arrange schedules so as to provide for a minimum **of** eight weekends off in every twenty-four week period, and, in any event, at least one weekend off in each three week period. Where a weekend off **is** not granted within **a** three week period, time worked on such third weekend but not subsequent weekends shall be paid at the rate of time and one-half unless the Centre, notwithstanding its best

efforts, was unable to meet this standard. This standard shall not apply where:

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

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

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

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

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

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

16.05 Employees must report to their respective supervisors in uniform and remain in uniform for the full working shift.

16.06 The Centre shall post schedules of work no less than one week in advance, and preferably two weeks in advance of the commencement of the schedule.

16.07 The Centre 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 Centre results from such exchange of shifts.

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 of this agreement.

17.02 Definition of Overtime (Overtime Premium)

- (a) Authorized time worked in excess of the normal daily hours or normal bi-weekly hours of the Centre shall be paid at the rate of one and one-half times the employee's basic hourly straight time rate of pay, provided no overtime premium will be paid for overtime on an exchange of shifts mutually agreed to between two (2) employees where approved by the Centre.
- (b) It is understood and acknowledged that the Centre has the right to require employees to perform reasonable authorized overtime work.
- (c) Call back shall not be considered as hours worked for the purpose 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.
- (d) Employees who work overtime will not be required to take time off in regular hours to make up for overtime worked. No supervisor shall request or permit overtime to be worked without overtime pay.

17.03 Reporting Pay

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

17.04 Standby

An employee who is required to remain available for duty on standby, outside the normal working hours for that particular employee, shall receive standby pay in the amount of \$2.10 per hour for all hours on standby.

Standby pay shall, however, cease where an employee is called into 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 call back is immediately prior to the commencement of their regular shift the call back pay will only apply to the point **of** commencement of a regular shift at the rate of time and one-half after which they shall revert back to the regular shift.
- (b) Call back pay shall cover all calls within the minimum 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.
- (c) Notwithstanding the foregoing, an employee who has worked his full shift on a holiday and is called back shall receive the greater of 2 ½ times his regular straight time hourly rate for **all** hours actually worked on such call-back or four (4) hours pay at time and one-half his straight time hourly rate, subject to the other provisions set out above.

17.06 Shift Premium

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

17.07 Responsibility Outside the Bargaining Unit

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

17.08 Overtime - Lieu Time

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

17.09 Paid Time to Working Time

Employees absent on approved leave, paid by the Centre 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.

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

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 Centre 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.

17.11 Effective October 11, 1987 a janitor who is assigned to drive the shuttlebus for a period in excess **of** one-half of one shift shall receive a premium **of** \$.30 per hour for the duration **of** the assignment.

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 Centre 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 hot meal, if available, and may claim the five dollars (\$5.00) payment.

18.02 Uniform Allowance

Where uniforms are required, the Centre shall either supply and launder uniforms or provide a uniform allowance of \$70.00 per year in a lump sum payment in the first pay period of November of each year.

18.03 Transportation Allowance

When an employee is required to travel to the Centre 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 Centre 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 Centre 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

(a) The Centre and the Union agree that they mutually desire to maintain standards of safety and health in the Centre in order to prevent accidents, injury and illness.

(b) Recognizing its responsibilities under the applicable legislation, the Centre agrees to accept as a member of

its Accident Prevention - Health & Safety Committee at least one (1) representative selected or appointed by the Union from amongst bargaining unit employees.

- (c) Such Committee shall identify potential dangers and hazards, institute means of improving health and safety programs and recommend actions to be taken to improve conditions related to safety and health.
- (d) The Centre agrees to co-operate reasonably in providing necessary information to enable the Committee to fulfill its functions.
- (e) Meetings shall be held every second month or more frequently at the call of the chair if required. The Committee shall maintain minutes of all meetings and make the same available for review.
- (f) Any representative appointed or selected in accordance with (b) hereof shall serve for a term of one calendar year from the date of appointment, which may be renewed for further periods of one year. Time off for such representative(s) to attend meetings of the Accident Prevention - Health & Safety Committee in accordance with the foregoing shall be granted and time so spent attending such meetings shall be deemed to be work time for which the representative(s) shall be paid **by** the Centre 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 Centre identifies high risk areas where employees are exposed to Hepatitis B, the Centre will provide, at **no** cost to the employees, a Hepatitis B vaccine.

19.02 Protective Clothing

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

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

ARTICLE 20 - PAID HOLIDAYS

20.01 The following Statutory and Civic Holidays will be recognized as Holidays on the day they are officially observed:

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

An employee will be granted three additional holidays for a total of twelve. One of these three additional holidays shall be on the anniversary date of employment or within thirty days of such date. The second additional holiday be will taken on a day mutually agreed between the employee and the employees supervisor. Provided that one week's notice has been given by the employee, a request for such holiday will not be unreasonably denied. In the event that Heritage Day or some other day is proclaimed as a Statutory Holiday by the Government of the Province of Ontario, such day shall replace the second additional holiday. The third additional holiday will be taken on Yom Kippur. In the event that Yom Kippur falls on the same day as another paid holiday, such day will be observed on the Monday following the observance of the other paid holiday.

20.02 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.

20.03 For the purpose of calculating entitlement to holiday pay, the three shifts which are deemed to be the shifts within the holiday period shall be those three shifts which actually commence on the holiday.

20.04 In order to qualify for payment of the above named holidays an employee must work his regular scheduled working day immediately prior to and following the holiday, unless he is absent due to vacation, illness originating in the current or previous pay period in which the holiday occurs or leave **of** absence on Union business; all of which must be authorized by the Centre.

The employee who has agreed to work on a holiday and who fails without reasonable cause to report for and perform his scheduled work on the holiday shall not qualify for holiday pay.

20.05 Any employee required to work on **any** of the named paid holidays within this Collective Agreement shall be paid in the following manner:

- (a) **If** they work **on** a Statutory Holiday they shall be paid their regular day's pay;
- (b) In addition to the regular day's pay every employee will be paid time and one-half of their regular rate for each and every hour worked up to seven and one-half (7 ½) hours on the said paid holiday.
- (c) **An** employee who is absent on any of the above named holidays after being required to work forfeits all pay for that day unless absence is due to illness verified by a doctor's certificate in which case the employee will receive straight time for such holiday.
- (d) If one of the above named holidays occurs on an employee's regular day off or during his vacation period, the employee will receive an additional day off in lieu thereof.

ARTICLE 21 - VACATIONS

21.01 Entitlement and Calculation of Payment

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

An employee who has completed less than one (1) year of continuous service as of June 30 shall be entitled to two (2) weeks' annual vacation. Payment for such vacation shall be prorated in accordance with his/her service.

An employee who has completed one (1) year but less than two (2) years of continuous service as of June 30 shall be entitled to two (2) weeks' annual vacation with pay.

An employee who has completed two (2) years but less than five (5) years of continuous service as of June 30 shall be entitled to three (3) weeks' annual vacation with pay.

An employee who has completed five (5) years but less than fifteen (15) years of continuous service as of June 30 shall be entitled to four (4) weeks' annual vacation with pay.

An employee who has completed fifteen (15) years but less than twenty-five (25) years of continuous service as of June 30 shall be entitled to five (5) weeks' annual vacation with pay.

An employee who has completed twenty-five (25) or more years of continuous service as of June 30th shall be entitled to six (6) weeks annual vacation with pay.

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

21.02 Approved Leave of Absence During Vacation

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

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

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

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

21.03 Accredited vacation period shall be from May 1st to September 30th of each year. Employees may make written requests for vacation within such period, indicating their respective choice on a notice posted for this purpose by the Centre prior to March 31st. Vacations may be taken at other times of the year, with the consent of the Centre, provided that staffing requirements of the Centre permit. When employees in a particular working group, as defined by the Centre, desire the same or overlapping vacation period, which is not possible because of the staff requirements of the Centre, the seniority of the employees directly concerned shall govern any assignment of vacations provided that in the event that the employee with the seniority had the same vacation period in the preceding year he shall not be awarded the contested vacation period but such vacation period shall be awarded to the employee next in order **of** seniority. In all cases of conflict regarding a choice of vacation period between two or more employees, the name of the employee to whom the contested vacation period has been awarded by the Centre shall be posted.

21.04 Vacation pay shall be paid to all employees in advance of their vacation period.

21.05 It is understood and agreed that Vacation weeks are not necessarily continuous: However, the Centre will endeavour to accommodate the wishes of the employees with respect to the choice of vacation dates, subject to the responsibility of the Centre to operate the Centre in an efficient manner.

21.06 **An** employee will not be permitted to take any vacation until he has completed six (6) consecutive months of active employment with the Centre.

21.07 **An** employee who leaves the employ **of** the Centre for any reason shall be entitled to receive any unpaid vacation pay which is accrued to his date of separation unless he leaves without endeavouring to give at least two (2) weeks notice of termination in which case he shall be entitled **to** the vacation pay calculated in accordance with the provisions of The Employment Standards Act, 1974.

21.08 An employee may carry over up to one week of annual vacation entitlement into the first three (3) months of a new calendar year, provided that the employee notifies his supervisor in writing at least six (6) weeks prior to the end of the current calendar year.

ARTICLE 22 - HEALTH AND INSURED BENEFITS

22.01 Insured Benefits

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

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

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

- (c) The Centre agrees to pay one hundred percent (100%) of the billed premium towards coverage of eligible employees in the active employ of the Centre under HOOGLIP or such other group life insurance plan currently in effect providing the balance of the monthly premium is paid by the employee through payroll deduction.

- (d) The Centre agrees to contribute seventy-five percent (75%) of the billed premiums towards coverage of eligible employees in the active employ of the Centre under the Blue Cross #9 Dental Plan or comparable coverage with another carrier (based on the current ODA fee schedule as it may be updated from time to time) providing the balance of the monthly premium is paid by the employee through payroll deduction.

- (f) The Centre will provide equivalent coverage to all employees who retire early and have not yet reached age 65 and who are in receipt of the Centre's pension plan benefits on the same basis as is provided to active employees for semi-private, extended health care and dental benefits. The Centre will contribute the same portion towards the billed premiums of these benefits plans as is currently contributed by the Centre to the billed premiums of active employees. The early-retired employee's share towards the billed premium of the insured benefit plans will be deducted from his or her monthly pension cheque.

22.02 Not applicable

22.03 Pension

The policy of the Centre to make available pension coverage for all employees covered by the Agreement, subject to the provisions of the Hospital of Ontario Pension Plan, will be continued during the term of this Agreement.

New employees and employees not yet eligible for membership in the Plan shall, as a condition of employment, enrol in the Plan when eligible in accordance with its terms and conditions.

22.04 The Centre shall make provision with its insurers by January 18, 1993 to allow all employees who thereafter retire "early" to maintain to age 65, at the retiree's cost, his or her participation in the following group plans:

- (1) Extended Health Care, including Vision Care and Hearing **Aid** allowance.

- (2) Dental Plan.

ARTICLE 23 - INJURY AND DISABILITY

23.01 Worker's Compensation Injury

- (a) In the case of an accident which will be compensated by the Workers' Compensation Board, the Centre will pay the employee's wages for the day of the accident. The employee will continue to accumulate competitive seniority during absences of up to eighteen (18) months.
- (b) Absence for sickness or accident compensable by Workers' Compensation will not be charged against sick leave.

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 Centre may establish a special classification and salary with the hope of providing an opportunity of continued employment.

ARTICLE 24 - SICK LEAVE

24.01 Sick Leave and Long Term Disability

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

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

.03 There shall be no pay deduction from an employee's regular scheduled shift when the employee has completed any portion of the shift prior to going on sick leave benefits or Workers' Compensation benefits.

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

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

.06 Unemployment Insurance Rebate

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

.07 When sick leave is claimed the Centre reserves the right to request proof of illness by medical certification.

.08 **Any** dispute which may arise concerning an employee's entitlement to long-term disability benefits, and which is not covered by the appeal mechanism provided for under the policy of insurance, may be the subject of grievance and arbitration under the provisions of this agreement.

.09 The Centre shall pay the full cost of any medical certificates required of an employee.

24.02 Workers' Compensation Benefits and Sick Leave

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

ARTICLE 25 - COMPENSATION

25.01 Experience Pay

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

25.02 Promotion to a Higher Classification

An employee who is promoted to a higher rated classification within the bargaining unit will be placed in the range of the higher rated classification **so** that he shall receive no less an increase in wage rate than the equivalent of one step in the wage rate of his previous classification (provided that he does not exceed the wage rate **of** the classification to which he has been promoted).

25.03 Temporary Transfer

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

25.04 Job Classification

- (a) When a new classification (which is covered by the terms of this Collective Agreement) is established by the Hospital, the Hospital shall determine the rate of pay for such new classification and notify the local Union of the same within seven (7) days. **If** the local Union challenges the rate, it shall have the right to request a meeting with the Hospital to endeavour to negotiate a mutually satisfactory rate. Such request will be made

within ten (10) days after the receipt of notice from the Centre 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 Centre. If the parties are unable to agree, the dispute concerning the new rate may be submitted to arbitration as provided in the Agreement within fifteen (15) days of such meeting. The decision of the Board of Arbitration (or arbitrator as the case may be) shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classification.

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

25.05 Not applicable.

25.06 Paydates

- (a) The Centre agrees that wages shall be paid on a regular pay day every two (2) weeks except when interfered with by the occurrence of a Statutory, Civic or Religious holiday. In this case the regular pay day may be delayed one day. The regular pay day shall be Friday for the purposes of this Article.

- (b) Employees will be paid during working hours and usually during the last shift worked prior to the regular pay day.

ARTICLE 26 - MAIL BOX

26.01 The Centre will provide a box for mail addressed to the Local Union.

ARTICLE 27 - BULLETIN BOARDS

27.01 The centre will provide bulletin boards for the posting of Union notices. All such notices shall be submitted by the Union to the Personnel Manager or the Administrator before posting.

27.02 The Centre agrees to locate Union bulletin boards in the vicinity of the employees' time clocks.

ARTICLE 28 - STEWARD BADGES

28.01 Stewards as appointed are permitted to wear appropriate identifying badges as supplied by the Union.

ARTICLE 29 - PRINTING

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

ARTICLE 30 - GENERAL WORKING CONDITIONS

30.01 Locker facilities will be provided for the employee's convenience.

30.02 Employees are not to be held liable for accidental breakage of dishes during the course of their employment, except that those who are habitual offenders in this respect may be charged a reasonable amount for breakage due to carelessness or negligence.

ARTICLE 31 - EMPLOYEE RECORD

31.01 Each employee shall have reasonable access to his/her personnel file for the purpose of reviewing the contents therein. Such request will be made by the employee to the Personnel Department and will be reviewed in the presence of the Director of Personnel or her delegate.

31.02 Each employee will be given a copy of his/her performance evaluation. The employee will sign such evaluation as having been read and shall have the opportunity to add his/her views to such evaluation.

31.03 Any letter of reprimand, suspension **or** other sanction will be removed from the record of the employee twenty-four (24) months following the receipt of such letter provided that the employee's record has been discipline free for such twenty-four (24) month period.

ARTICLE 32 - REGULAR MEETINGS

32.01 Regular meetings between the Committee and Management will be held on the third Thursday **of** each month unless otherwise arranged and more frequently if arranged by mutual consent and minutes kept of each meeting and copies to be furnished to both parties. It is agreed that the party calling the meeting will present an agenda three (3) days prior to the meeting. It is agreed that a Union Officer of Local 204, may by mutual agreement between the parties, act as a member of the above committee. The members of this Committee shall have completed their probationary period and not more than five (5) committee members shall meet with Management at any one time. Additional people may be called to the meeting when necessary upon mutual agreement by Management and the Committee.

ARTICLE 33 - RELATIONSHIP

33.01 Each of the parties hereto agrees that there will be no discrimination, interference, restraint, or coercion exercised or practised upon any employee because of membership in the Union which **is** hereby recognized as a voluntary act on the part of the individual concerned. **No person shall** lose his **job** as a result of denial of Union membership or expulsion from the Union, except by

reason of his failure to pay monthly Union dues uniformly levied on the membership.

33.02 The Union further agrees that there will be no solicitation for membership, collection of dues or other union activities on the premises of the Centre, save as specifically permitted by this Agreement or in writing by the Centre.

ARTICLE 34 - DURATION

34.01 This agreement shall continue in effect until October 10, 1995 and shall continue automatically thereafter from year to year unless either party gives notice in writing to the other party within 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.

If, pursuant to such negotiations, an agreement on the renewal or amendment of this Agreement is not reached prior to the current expiration date, this Agreement shall expire at such expiration date unless it is extended for a specific period by mutual agreement of the parties.

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

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

DATED and executed at Toronto, Ontario this 17th day of March 19 98.

BAYCREST CENTRE AND/OR THE
JEWISH HOME FOR THE AGED

SERVICE EMPLOYEES INTER-
NATIONAL UNION, LOCAL 204

Swi esentel

Roddy Gill

Dino

Albert Paves

Mitzy Harris

Karon Walsh

John De Lenny

KW/SP

SCHEDULE "A"
(LICO Employees)

All Pay Equity adjustments are included in the following rates. These rates also include the Mitchnick arbitration award of 1% (Oct. 10/93) and 1% (Oct. 10/94) for "LICO" employees only. Employees deemed "Non-LICO" in a calendar year are covered by Schedule "B".

Effective: October 10, 1993

	<u>Start</u>	<u>Year 1</u>	<u>Year 2</u>
Food Service Aide	\$14,2004	\$14,5010	
Cook's Helper	\$14,2485	\$14,5611	
Kitchen Helper	\$14,2726	\$14,5611	
Mashgiach	\$14,2726	\$14,5611	
Cook II	\$14,3567	\$14,6693	
Cook I	\$14,9339	\$15,2345	
Orderly II	\$14,5370	\$14,8377	
Orderly I	\$14,7535	\$15,0421	
Security II	\$13,9118	\$14,2365	
Security I	\$14,3447	\$14,6574	
Janitor	\$14,2726	\$14,5611	
Housekeeping Aide	\$14,2004	\$14,5010	
Porter	\$14,2726	\$14,5010	
Attendant, C.S.D.	\$14,6091	\$14,9339	
Nurse's Aide - C.S.D.	\$14,0359	\$14,2384	\$14,4169
Health Care Aide - Uncertified	\$13,5270	\$13,7435	\$13,8878
Health Care Aide - Certified	\$14,2846	\$14,5131	\$14,6574
R.P.N. Pending	\$14,2726	\$14,5611	
Ward Aide	\$14,2604	\$14,5611	
Linen Room Aide	\$14,1885	\$14,5010	
Storesperson	\$14,7535	\$15,0421	
Maintenance II	\$14,8616	\$15,2224	
Maintenance I	\$15,9799	\$16,2806	
Maintenance Utility Person	\$14,6091	\$14,9339	
Tool Crib Attendant	\$14,8616	\$15,2224	
Prosthetic Technician	\$14,8616	\$15,2224	
Wheel Chair Mechanic	\$14,6091	\$14,9339	
Ass't Listen Device Tech.	\$14,6091	\$14,9339	
Shuttle Bus Driver	\$14,5756	\$14,8641	
Assistant, Printing	\$14,2726	\$14,5611	

Electrician	\$18.7093	\$19.0220
Plumber	\$18.2645	\$18.5892
Engineer, Building Services	\$17.5792	\$17.8796
Engineer, 4th Class	\$17.0140	\$17.3026
Technician, Electronics	\$17.6993	\$18.0120
Carpenter	\$17.7956	\$18.0962
Painter	\$17.0742	\$17.3747
Millwright	\$17.2545	\$17.5792
Engineer, Air Conditioning	\$17.7595	\$18.0842
Operator, Building Systems	\$17.6993	\$18.0120

Effective: October 10, 1993

	<u>Start</u>	<u>Year 1</u>	<u>Year 2</u>
R.P.N.	\$17.8807	\$18.0010	\$18.1813
R.P.N. Assistant	\$17.6645	\$17.9050	\$18.3499

Effective: January 1, 1994

	<u>Start</u>	<u>Year 1</u>	<u>Year 2</u>
R.P.N.	\$18.2886	\$18.4089	\$18.5892
R.P.N. Assistant	\$17.9038	\$18.1442	\$18.5892

Note 1: During the term of the agreement, the Centre may establish certain positions designated as Team Leaders. The rate of pay for incumbents in such positions will be .30 cents per hour more than the rate of the classification held.

Note 2: These rates apply only to "LICO" employees as defined by the Social Contract Act, 1993.

SCHEDULE "A"
(LICO Employees)

All Pay Equity adjustments are included in the following rates. These rates also include the Mitchnick arbitration award of 1% (Oct. 10/93) and 1% (Oct. 10/94) for "LICO" employees only. Employees deemed "Non-LICO" in a calendar year are covered by Schedule "B".

Effective: October 10, 1994

	<u>Start</u>	<u>Year 1</u>	<u>Year 2</u>
Food Service Aide	\$14.3424	\$14.6460	
Cook's Helper	\$14.3910	\$14.7067	
Kitchen Helper	\$14.4153	\$14.7067	
Mashgiach	\$14.4153	\$14.7067	
Cook II	\$14.5003	\$14.8160	
Cook I	\$15.0832	\$15.3868	
Orderly II	\$14.6824	\$14.9861	
Orderly I	\$14.9010	\$15.1925	
Security II	\$14.0509	\$14.3789	
Security I	\$14.4881	\$14.8040	
Janitor	\$14.4153	\$14.7067	
Housekeeping Aide	\$14.3424	\$14.6460	
Porter	\$14.4153	\$14.6460	
Attendant, C.S.D.	\$14.7552	\$15.0832	
Nurse's Aide - C.S.D.	\$14.3181	\$14.5246	\$14.7067
Health Care Aide - Uncertified	\$13.6623	\$13.8809	\$13.0267
Health Care Aide - Certified	\$14.4274	\$14.6582	\$14.8040
R.P.N. Pending	\$14.4153	\$14.7067	
Ward Aide	\$14.4030	\$14.7067	
Linen Room Aide	\$14.3304	\$14.6460	
Storesperson	\$14.9010	\$15.1925	
Maintenance II	\$15.0102	\$15.3746	
Maintenance I	\$16.1397	\$16.4434	
Maintenance Utility Person	\$14.7552	\$15.0832	
Tool Crib Attendant	\$15.0102	\$15.3746	
Prosthetic Technician	\$15.0102	\$15.3746	
Wheel Chair Mechanic	\$14.7552	\$15.0832	
Ass't Listen Device Tech.	\$14.7552	\$15.0832	
Shuttle Bus Driver	\$14.7213	\$15.0127	
Assistant, Printing	\$14.4153	\$14.7067	

Electrician	\$18.8964	\$19.2122
Plumber	\$18.4471	\$18.7751
Engineer, Building Services	\$17.7550	\$18.0584
Engineer, 4th Class	\$17.1841	\$17.4756
Technician, Electronics	\$17.8763	\$18.1921
Carpenter	\$17.9736	\$18.2772
Painter	\$17.2450	\$17.5484
Millwright	\$17.4270	\$17.7550
Engineer, Air Conditioning	\$17.9371	\$18.2650
Operator, Building Systems	\$17.8763	\$18.1921

Effective: October 10, 1994

	<u>Start</u>	<u>Year 1</u>	<u>Year 2</u>
R.P.N.	\$18.4714	\$18.5930	\$18.7751
R.P.N. Assistant	\$18.0828	\$18.3256	\$18.7751

Note 1: During the term of the agreement, the Centre may establish certain positions designated as Team Leaders. The rate of pay for incumbents in such positions will be .30 cents per hour more than the rate of the classification held.

Note 2: These rates apply only to "LICO" employees as defined by the Social Contract Act, 1993.

SCHEDULE "B"
Non-LICO Employees

All Pay Equity adjustments are included in the following rates. The Mitchnick arbitration award of 1% (Oct. 10/93) and 1% (Oct. 10/94) for "LICO" employees is not included. The rates for employees deemed "LICO" in any calendar year are included in Schedule "A".

Effective: October 10, 1993
October 10, 1994

	<u>Start</u>	<u>Year 1</u>	<u>Year 2</u>
Food Service Aide	\$14,0598	\$14,3574	
Cook's Helper	\$14,1074	\$14,4169	
Kitchen Helper	\$14,1313	\$14,4169	
Mashgiach	\$14,1313	\$14,4169	
Cook II	\$14,2146	\$14,5241	
Cook I	\$14,7860	\$15,0837	
Orderly II	\$14,3931	\$14,6908	
Orderly I	\$14,6074	\$14,8932	
Security II	\$13,7741	\$14,0955	
Security I	\$14,2027	\$14,5123	
Janitor	\$14,1313	\$14,4169	
Housekeeping Aide	\$14,0598	\$14,3574	
Porter	\$14,1313	\$14,3574	
Attendant, C.S.D.	\$14,4645	\$14,7860	
Nurse's Aide - C.S.D.	\$14,0359	\$14,2384	\$14,4169
Health Care Aide - Uncertified	\$13,3931	\$13,6074	\$13,7503
Health Care Aide - Certified	\$14,1432	\$14,3694	\$14,5123
R.P.N. Pending	\$14,1313	\$14,4169	
Ward Aide	\$14,1192	\$14,4169	
Linen Room Aide	\$14,0480	\$14,3574	
Storeperson	\$14,6074	\$14,8932	
Maintenance II	\$14,7145	\$15,0717	
Maintenance I	\$15,8217	\$16,1194	
Maintenance Utility Person	\$14,4645	\$14,7860	
Tool Crib Attendant	\$14,7145	\$15,0717	
Prosthetic Technician	\$14,7145	\$15,0717	
Wheel Chair Mechanic	\$14,4645	\$14,7860	
Ass't Listen Device Tech.	\$14,4645	\$14,7860	
Shuttle Bus Driver	\$14,4313	\$14,7169	
Assistant, Printing	\$14,1313	\$14,4169	

Electrician	\$18.5241	\$18.8337
Plumber	\$18.0837	\$18.4051
Engineer, Building Services	\$17.4051	\$17.7026
Engineer, 4th Class	\$16.8455	\$17.1313
Technician, Electronics	\$17.5241	\$17.8337
Carpenter	\$17.6194	\$17.9170
Painter	\$16.9051	\$17.2027
Millwright	\$17.0837	\$17.4051
Engineer, Air Conditioning	\$17.5837	\$17.9051
Operator, Building Systems	\$17.5241	\$17.8337

Effective: October 10, 1993

	<u>Start</u>	<u>Year 1</u>	<u>Year 2</u>
R.P.N.	\$17.7037	\$17.8228	\$18.0013
R.P.N. Assistant	\$17.4896	\$17.7277	\$18.1682

Effective: January 1, 1994

	<u>Start</u>	<u>Year 1</u>	<u>Year 2</u>
R.P.N.	\$18.1075	\$18.2266	\$18.4051
R.P.N. Assistant	\$17.7265	\$17.9646	\$18.4051

Note 1: During the term of the agreement, the Centre may establish certain positions designated as Team Leaders. The rate of pay for incumbents in such positions will be .30 cents per hour more than the rate of the classification held.

Note 2: These rates apply only to "non-LICO" employees as defined by the Social Contract Act, 1993.

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 employees shall receive a retroactive wage payment to the extent that the total of the items included for the purposes of earning 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 Centre 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 Centre may recover the money by payroll deduction, and the employee and the Union agree that this repayment is hereby consented to, for the purpose of the Employment Standards Act.

LETTER OF INTENT

RE: LIABILITY INSURANCE

Upon request of the Local Union, and with reasonable notice, the Centre 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.

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 May 2, 1989.
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 17th day of March 1988.

BAYCREST CENTRE AND/OR
JEWISH HOME FOR THE AGED

SERVICE EMPLOYEES INTER-
NATIONAL UNION, LOCAL 204

Swierantka

Roddy Giff

Dens

Dee Paws

Mitzy Harris

Karon Walk

Jim Docherty

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

Local 204

Local 478

Local 183

Local 777

Local 532

Local 268

SEE ORIGINAL SIGNED AGREEMENT