

Unit No. 187

10
10 EMPLOYEES

SOURCE	D. 1000		
EFF.	10/11/93		
TERM.	70		
No. OF EMPLOYEES	90		
NOMBRE D'EMPLOYÉS	90		

COLLECTIVE AGREEMENT

BETWEEN

**TORONTO HOSPITAL
TORONTO GENERAL DIVISION**

- AND -

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

EFFECTIVE: OCTOBER 11, 1993

EXPIRY: OCTOBER 10, 1995

OK 10/11/93

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ARTICLE 1 - PURPOSE

1.01 The purpose of the agreement is to establish an orderly collective bargaining relationship between the Hospital and all employees represented by the Union which will not interfere with the successful operation of the Toronto General Hospital as a public service institution intended to provide adequate hospital and clinical services to the general public.

ARTICLE 2 - SCOPE AND RECOGNITION

2.01 The Hospital recognizes the Service Employees International Union, Local 204 as the sole collective bargaining agent for all Registered Practical Nurse employed by Toronto Hospital, Toronto General Division, at its University Avenue complex in Metropolitan Toronto, save and except supervisors, persons above the rank of supervisor, students employed during the school vacation period and persons for whom any trade union held bargaining rights as of April 25th, 1988.

The Hospital 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 the provisions of this agreement.

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

ARTICLE 3 - MANAGEMENT RIGHTS

3.01 The Union recognizes that management of the Hospital and the direction of the working force are fixed exclusively in the Hospital and shall remain solely with the Hospital except as specifically limited by an express provision of this agreement. Without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Hospital to:

- (a) Maintain order, discipline and efficiency;
- (b) Hire, assign, retire, discharge, direct, promote, demote, classify, transfer, layoff, recall and suspend

or otherwise discipline employees, provided that a claim by an employee who has acquired seniority standing, that he or she has been discharged or disciplined without just cause may become the subject of a grievance and may be dealt with as hereinafter provided;

- (c) Determine, in the interest of efficient operation and the highest standard of service, the number of personnel required, the assignment of working hours, the services to be performed and the methods, procedures, facilities, and equipment to be used in connection therewith;
- (d) Make and enforce and alter from time to time reasonable rules and regulations to be observed by the employees, provided that such rules and regulations shall not be inconsistent with the provisions of this agreement.

3.02 The Hospital agrees that such rights shall not be exercised in a manner inconsistent with the provisions of this agreement.

ARTICLE 4 - DEFINITIONS

4.01 Temporary Employees

Employees may be hired for a specified term, not to exceed six (6) months, to replace an employee on leave or to perform a special non-recurring task. This term may be extended a further six (6) months on mutual agreement of the Union, employee and Hospital or by the Hospital on its own up to 12 months where the leave of the person being replaced extends that far. The period of employment of such persons will not exceed the absentee's leave. The release or discharge of such persons shall not be the subject of a grievance or arbitration.

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

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

.02 Part-time Employees

- (a) A part-time employee is defined as one who regularly works twenty-four (24) or less hours per week.
- (b) A regular part-time employee is defined as an employee who makes a commitment to the Hospital to be available for work on a pre-determined basis as required and determined by the hospital and in respect of whom there is a pre-determined schedule. A casual part-time employee is defined as an employee whose work is not on a pre-determined and scheduled basis but is on call and is available to work any shift as circumstances demand.
- (c) Where part-time employees work full-time hours when such hours are worked when relieving for vacation, illness, injury, or other approved leave of absences or on other occasions from time to time, they shall continue to be considered as part-time employees.
- (d) The special circumstances that apply to a certain group of RPN's are contained in a Letter of Understanding between the parties dated April 25, 1989.

4.03 "Days" in this collective agreement shall mean calendar days unless indicated otherwise.

4.04 Where used in 'this agreement, the male pronoun shall be deemed to include the female pronoun.

4.05 Regular Full-time Employee

A regular full-time employee is a Registered Practical Nurse who is regularly scheduled to work the normal full-time hours referred to in Article 16 of this agreement.

ARTICLE 5 - UNION SECURITY

5.01 Union Dues

- (a) The Hospital agrees to deduct from the first pay each month from each employee in the bargaining unit, commencing in the month following the month in which they were hired, an amount equal to the union dues as certified from time to time by the Service Employees

International Union, Local 204. The Hospital shall remit the sum deducted to the Secretary-Treasurer of the Local Union by the 25th day of each month. The sum remitted shall be accompanied by a list of the names of the employees from whom dues were deducted.

- (b) The Union will indemnify and save the Hospital harmless from any and all claims made by employees for amounts deducted from the employees pay pursuant to this Article.

5.02 Interview Period

It is mutually agreed that arrangements will be made for a Union representative to interview each new employee in the month following completion of his probationary period, for the purpose of informing such employees of the existence of the Union in the Hospital and the benefits accruing from membership in the Union. The Hospital shall advise the Union monthly as to the names of the persons listed for interview and time and place on the premises of the Hospital designated for each such interview, the duration of which shall not exceed fifteen (15) minutes. The Hospital may, if it so desires, have a representative at any such interview.

5.03 Employees Seniority Lists

- (a) The Hospital agrees to provide the Union, as soon as practicable after the date of signing of this agreement, with a list showing the date on which each employee who has completed the probationary period last commenced employment with the Hospital. The Hospital further agrees to provide the Union with a copy of a seniority list as of the first day of January and July during the term of this agreement. Copies of such seniority lists will be posted on the bulletin boards as provided by the Hospital. For purposes of convenience, the Hospital shall post separate seniority lists for part time employees expressed in hours worked. When it is necessary to apply seniority, the formula in Article 9.02(c) shall apply.
- (b) Employees who believe their seniority is not correct may grieve, providing such grievance is filed within thirty (30) days from the date the list was posted. After such time, the list shall be deemed correct for all purposes until a new list is posted. Subsequent challenges to

the list can only relate to changes which have occurred since the last list was posted.

5.04 No person shall lose his job as a result of denial of Union membership or expulsion from the Union.

ARTICLE 6 - NO STRIKES OR LOCKOUTS

6.01 There shall be no strikes or lockouts so long as this Collective Agreement continues to operate. The word "strike" and the word "lockout" shall have the meaning as set forth in the Labour Relations Act, as amended from time to time.

ARTICLE 7 - UNION REPRESENTATION AND COMMITTEES

7.01 Union Stewards

- (a) The Hospital agrees to recognize three union stewards and a chief steward, to be elected or appointed from amongst employees in the bargaining unit who have completed their probationary period, for the purpose of dealing with grievances as provided under this collective agreement.
- (b) The Union shall keep the Hospital notified in writing of the names of the union stewards appointed or selected under this article as well as the effective dates of their respective appointments.
- (c) The Union acknowledges that its representatives are expected to perform their regular duties and that so far as is practicable, all union activity shall be conducted outside of regular working hours; further, no employee shall engage in any union activity during regular working hours except as provided by this agreement, and that:
 - (i) such persons shall not leave their regular duties without obtaining permission from their supervisor who will be given a reasonable explanation for the requested absence. Such permission shall not be unreasonably withheld.

(ii) when resuming their regular duties after engaging in duties on behalf of the union, they will report to their supervisor immediately upon their return;

(iii) any union representative who is privileged by this agreement to take up union business in a department other than his own, will also report to the supervisor of that department at that time;

(iv) a union steward shall suffer no loss of earnings for time spent in performing the above duties during his regular working hours.

(d) It is understood that each steward shall be an employee of the department or one of the group of departments he represents.

7.02 Local Negotiating Committee

(a) The Hospital agrees to recognize a negotiating committee comprised of three (3) members to be elected or appointed from amongst employees in the bargaining unit who have completed their probationary period.

(b) The Hospital agrees that the members of the negotiating committee shall suffer no loss of earnings for time spent during their regular scheduled working hours in attending such negotiating meetings with the Hospital up to, but not including, arbitration.

(c) Nothing in this provision is intended to preclude the union negotiating committee from having the assistance of any representatives of the union when negotiating with the Hospital.

7.03 Union/Management Committee

(a) There shall be a Union/Management Committee comprised of three (3) representatives of the union, one (1) of whom shall be the chief steward or his appointee, and three (3) representatives of the Hospital, one (1) of whom shall be the Director of Human Resources or his appointee. This Committee shall meet at mutually satisfactory times and a written agenda must be provided at least three (3) days prior to the meeting, minutes kept of all meetings with copies to be furnished to both

parties. The function of the Committee shall be to discuss matters of mutual concern to the parties, but it is understood and agreed that the Committee shall not discuss matters properly the subject of a grievance or negotiations for the amendment or renewal of this agreement on matters which should properly be brought before the Hospital's Health and Safety Committee. The membership of such Committee may be expanded by mutual consent from time to time.

ARTICLE 8 - GRIEVANCE AND ARBITRATION

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

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 Hospital shall notify the employee of his right in advance.

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

8.04 It is the mutual desire of the parties hereto that complaints shall be adjusted as quickly as possible and it is understood that an employee has no grievance until he has first given his immediate supervisor the opportunity of adjusting his complaint.

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 a satisfactory resolution 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 grievance was presented to him. Failing settlement then:

Step 2:

Within seven (7) days following the decision under step 1 the employee may submit the written grievance to his department head, the employee may be accompanied by a Union steward. The department head will deliver his decision in writing within seven (7) days following the day in which the grievance was presented to him.

This Step may be omitted where the immediate supervisor and department head are the same person. Failing settlement then:

Step 3:

Within seven (7) days following the decision in Step 2, the grievance may be submitted in writing to the Hospital administrator or his designate.

A meeting will then be held between the Hospital administrator or his designate and the designated Union representatives who may be accompanied by the general representative of the Union, within ten (10) days of the submission of the grievance at Step 3 unless extended by mutual agreement of the parties.

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

8.05 Policy Grievance

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

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

8.06 Group Grievance

Where a number of employees have identical grievances, and each one would be entitled to grieve separately, they may be presented as 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 the 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 at Step 3 of the grievance procedure within five (5) days following the date the discharge is effective. The decision of the Hospital shall be delivered in writing within ten (10) days following the date of the Step 3 meeting.

Such grievance may be settled under the grievance and arbitration procedure by:

- (a) confirming the Hospital's action in discharging the employee;
- (b) reinstating the employee with up to full seniority for time lost and/or 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.

.09 Where no written answer has been received within the time limits specified, the grievance may be submitted to the next step of the foregoing procedure, including arbitration. The parties acknowledge that the time limits set out in the grievance and arbitration procedures must be strictly complied with except by written agreement to extend them and failure to so comply shall result in the grievance being deemed to have been abandoned.

8.10 All agreements reached, under the grievance procedure, between the representatives of the Hospital and the representatives of the Union will be final and binding upon the Hospital, the Union and the employees.

8.11 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 seven (7) 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 fourteen (14) days of the appointment of the second nominee, they shall then request the Minister of Labour for the Province of Ontario to appoint a chairman.

8.12 No person may be appointed to the arbitration board who has been involved in an attempt to negotiate or settle the grievance.

8.13 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 part of this agreement.

8.14 No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the grievance procedure.

8.15 The proceedings of the arbitration board shall 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 on the parties hereto and the employees concerned.

3.16 Each of the parties hereto will bear the expense of the nominee appointed by it and the parties will share equally the fees and expenses, if any, of the chairman of the arbitration board.

8.17 Wherever the 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 shall be considered to be on probation until he has completed sixty (60) days of work within any twelve (12) calendar months, or in the case of part time employees, four hundred and fifty (450) hours worked. Upon completion of the probationary period, he shall be credited with seniority equal to sixty (60) working days. With the written consent of the Hospital, the probationary employee and the President of the Union or his designate, such probationary period may be extended. Any extension agreed to will be in writing and will specify the length of the extension. The release or discharge of an employee during the probationary period shall not be the subject of a grievance or arbitration and is at the sole discretion of the Hospital.

9.02 Definition of Seniority

- (a) Employees shall accumulate seniority on the basis of their continuous service in the bargaining unit from the last date of hire, except as otherwise provided, herein.
- (b) Seniority rights shall apply only to the extent expressly provided in this agreement and will operate on a bargaining unit wide basis.
- (c) Part-time employees shall accumulate seniority on the basis of one (1) year seniority for each 1,725 hours worked since the last date of hire, except as otherwise provided herein.

9.03 Transfer of Service and Seniority

An employee whose status has changed from regular full-time to part-time shall receive credit for his/her full service and seniority. **An** employee whose status has changed from part-time to regular full-time shall receive credit for seniority and service on the basis of one (1) year equalling 1,725 hours worked, and will be enrolled in the employee benefit plans subject to meeting any waiting period or other requirements of those plans.

9.04 Loss of Seniority

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

- (a) the employee quits;
- (b) the employee is discharged and the discharge is not reversed through the grievance or arbitration procedure.
- (c) the employee is absent from scheduled work for a period of three (3) or more consecutive working days without notifying the Hospital of such absence and providing a reason satisfactory to the Hospital;
- (d) the employee fails to return to work upon the expiration of the leave of absence or utilizes a leave of absence for a purpose other than that for which it was granted;
- (e) the employee has been laid off for twenty-four (24) months;
- (f) the employee fails upon being notified of a recall to signify his intention to return within five (5) working days after he has received the notice of recall, and fails to report to work within ten (10) working days after he has received the notice of recall;
- (g) the employee is absent due to illness or disability for a period of thirty (30) months from the time the disability or illness commenced.

9.05 Effect of Absence

Unless otherwise provided in this Collective Agreement:

- (a) It is understood that during an approved unpaid absence not exceeding thirty (30) continuous days or any approved absence paid by the Hospital, both seniority and service will accrue.
- (b) During an unpaid absence exceeding thirty (30) continuous calendar days, credit for service for purposes of salary increment, vacation, sick leave, or any other benefits under any provisions of the Collective 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 lay-off shall be suspended and not accrue during the period of absence. Notwithstanding this provision, seniority shall accrue for a period of eighteen (18) months if an employee's absence is due to a disability resulting in W.C.B. benefits or LTD benefits or for a period of one (1) year if an employee's unpaid absence is due to an illness.
- (d) Effective February 28, 1995, part-time employees shall accrue seniority for a period of eighteen (18) months and service for a period of fifteen (15) weeks if absent due to a disability resulting in W.C.B. benefits, on the basis of what the employee's normal regular hours of work would have been.

ARTICLE 10 - JOB SECURITY

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

(b) Staff Planning Committee

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

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

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

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

Composition and Meetings

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

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

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

Disclosure

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

Accountability

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

10.02 Notice of Lay-Off

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

- (i) provide the Union with no less than six (6) months' written notice of the proposed layoff or elimination of position; and
- (ii) provide to the affected employee(s), if any, no less than six (6) months' written notice of layoff or pay in lieu thereof.

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

10.03 Severance and Retirement Options

(a) Severance Pay

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

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

(b) Retirement Allowance

Prior to issuing notice of layoff pursuant to article 10.02 (a)(ii) in any classification(s), the Hospital will offer early-retirement allowance to a sufficient number of employees eligible for early retirement under HOOPP within the classification(s) in order of seniority, to the extent that the maximum number of employees within a classification who elect early retirement is equivalent to the number of employees within the classification(s) who would otherwise receive notice of layoff under article 10.02(a)(ii).

Within thirty (30) days from the date of notice of 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 Hospital to a maximum of twenty-six (26) weeks on the basis of the employees normal weekly earnings. In addition, full-time employees will receive a lump sum payment equal to

\$1,000 for every year less than age 65 to a maximum of \$5,000.

Note: The Hospital 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 the Article

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

An employee may elect to defer receipt of this severance payment while his or her recall rights are still in effect. Once an employee does opt to receive the severance payment, he or she shall be deemed to have resigned, and his or her recall rights shall be extinguished.

10.04 Regional Staff Planning Committee

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

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

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

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

10.05 Lay-off and Recall

- (a) In the event of lay-off, the Hospital shall lay off employees in the reverse order of their seniority within their classification, providing that there remain on the job employees who then have the ability to perform the work.
- (b) **An** employee who is subject to lay-off shall have the right to either:
 - (i) accept the lay-off; or
 - (ii) displace an employee who has lesser bargaining-unit seniority and who is the least senior employee in a lower or identical paying classification in the bargaining unit if the employee originally subject to lay-off can perform the duties of the lower or identical classification without training other than orientation. Such employee so displaced shall be laid off.

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

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

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 employee's straight time hourly rate provided he can perform the duties without training other than orientation. Such employee so displaced shall be laid off.

- (c) **An** employee shall have opportunity of recall from a lay-off to an available opening, in order of seniority, provided he has the ability to perform the work before such opening is filled on a regular basis under a job posting procedure. The posting procedure in the collective agreement shall not apply until the recall process has been completed.
- (d) In determining the ability of an employee to perform the work for the purposes of the paragraphs above, the Hospital shall not act in an arbitrary or unfair manner.
- (e) **An** employee recalled to work in a different classification from which he was laid off shall have the privilege of returning to the position he held prior to the lay-off should it become vacant within six (6) months of being recalled.
- (f) No new employees shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so, in accordance with the loss of seniority provision, or have been found unable to perform the work available.
- (g) It is the sole responsibility of the employee who has been laid off to notify the Hospital of his intention to return to work within five (5) working days (exclusive of Saturdays, Sundays and paid holidays) after being notified to do so by registered mail, addressed to the last address on record with the Hospital (which notification shall be deemed to have been received on the second day following the date of mailing) and to return to work within ten (10) working days after being notified. The notification shall state the job to which

the employee is eligible to be recalled and the date and time at which the employee shall report for work. The employee is solely responsible for his proper address being on record with the Hospital.

- (h) Employees on lay-off or notice of lay-off shall be given preference for temporary vacancies which are expected to exceed (10) working days. **An** employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on lay-off.
- (i) No full-time employee within the bargaining unit shall be laid off by reason of his/her duties being assigned to one or more part-time employees.
- (j) In the event that a lay-off commenced on the day immediately following a paid holiday, an employee otherwise qualified for holiday pay shall not be disentitled thereto solely because of the day on which the lay-off commenced.
- (k) A laid off employee shall retain the rights of recall for a period of twenty-four (24) months from the date of lay-off.

10.06 Benefits on Lay-off

In the event of a lay-off of a full-time employee, the Hospital shall pay its share of insured benefits premium up to three (3) months from the end of the month in which the lay-off 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 Hospital, such vacancy shall be posted by the Hospital for a period of seven (7) days. The posting shall stipulate the qualifications, classification, rate of pay, current shift and nursing unit. All applications shall be made in writing within the posting period.

11.02 Vacancies created by the filling of a posted vacancy need not be posted, however, consideration for such subsequent vacan-

ies will be given to employees in this bargaining unit who have a request for transfer on file. Such requests shall be considered as applications for posted vacancies as well as subsequent vacancies. The maximum number of positions to which an employee may request a transfer at any one time is four (4). A request for transfer shall become active as of the date it is received by the Hospital and shall remain so until December 31 immediately following.

11.03 Employees shall be selected for positions under either Article 11.01 or 11.02 on the basis of their ability, experience and qualifications. Where these factors are relatively equal amongst the employees considered, seniority shall govern providing the successful applicant, if any, is qualified to perform the available work. The name of the successful applicant will be posted on the bulletin board.

11.04 Vacancies which are not expected to exceed six (6) months will not be posted and may be filled at the discretion of the Hospital.

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

11.06 The successful applicant will be placed in the vacancy for a trial period not exceeding sixty (60) 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, the employee will be returned to his former position at his former salary or rate of pay, as will any other employee in the bargaining unit who was promoted or transferred by reason of such placement. Newly hired employees shall be terminated and such termination shall not be subject to the grievance and arbitration procedure.

11.07 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 - CONTRACTING OUT

12.01 The Hospital shall not contract out any work usually performed by members of the bargaining unit if, a layoff of any employees other than casual part-time employees results from such contracting out.

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

- (1) to employ the employees thus displaced from the hospital; and
- (2) in doing so to stand, with respect to that work, in the place of the hospital for the purposes of the hospital's collective agreement with the Union, and to execute into an agreement with the Union to that effect.

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

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

ARTICLE 13 - WORK OF THE BARGAINING UNIT

13.01 Work of the Bargaining Unit

Employees not covered by the terms of this Agreement will not perform duties not 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 purposes of this clause is the protection of the work of the bargaining unit employees and not the broadening of that work to other areas.

13.02 Employment Agencies

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

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

ARTICLE 14 - TECHNOLOGICAL CHANGE

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

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

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

ARTICLE 15 - LEAVES OF ABSENCE

15.01 Bereavement Leave

- (a) In the case of a death of a member of the employee's immediate family, an employee shall be granted up to three (3) days absence without loss of regular straight time earnings, as may be necessary, commencing with the date of death up to and including the date of the funeral. It is understood that the immediate family shall be comprised of the employee's wife, husband, mother, father, legal guardian, sister, brother, daughter, son, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent and grandchildren.
- (b) If an employee is unable to attend the funeral for any reason, he shall be entitled to one day's leave without loss of regular straight time earnings for bereavement on the day of the funeral.

15.02 Education Leave

- (a) If required by the employer, an employee shall be entitled to leave of absence with pay and without loss of seniority and benefits to write examinations to upgrade his or her employment qualifications.
- (b) A leave of absence, without pay, to take further education related to the employee's work at the Hospital may be granted upon written application by the employee to the administration of the Hospital. The Hospital shall endeavour to arrange the shifts of employees attending such courses or seminars to permit such attendance.
- (c) Where employees are required by the Hospital to take courses to upgrade or acquire new employment qualifications, the Hospital 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 party, or is required by subpoena to attend

a court of law or coroner's inquest in connection with a case arising from the employees duties at the Hospital, the employee shall not lose regular pay because of such attendance provided that the employee;

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

In addition to the foregoing, where an employee is required by subpoena to attend a court of law or a coroner's inquest in connection with a case arising from the employee's duties at the Hospital on his regularly scheduled day off, the Hospital will attempt to reschedule the employee's regular day off, it being understood that any rescheduling shall not result in the payment of any premium pay. Where the Hospital is unable to reschedule the employee and, as a result, he is required to attend on a regular day off, he shall be paid for all hours actually spent at such hearing at the rate of time and one-half (1½) his regular straight time hourly rate subject to (a), (b) and (c) above.

15.04 Pregnancy Leave: Applicable to Full-time Employees and Regular Part-time Employees

- (a) Pregnancy leave will be granted in accordance with the provisions of the Provincial 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) **An** employee shall give written notification at least two weeks in advance of the date of commencement of such leave and the expected date of return. At such time she shall also furnish the Hospital with the certificate of a leally qualified medical practitioner stating the expected birth date.
- (c) The employee shall reconfirm her intention to return to work on the date originally approved in subsection (b)

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

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

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

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

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

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

Effective on confirmation by the Unemployment Insurance Commission of the appropriateness of the Hospital's Supplemental Unemployment Benefit (SUB) Plan, an employee who is on pregnancy leave as provided under this agreement who has applied for and is in receipt of Unemployment Insurance pregnancy benefits pursuant to Section 18 of the Unemployment Insurance Act, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between seventy-five percent (75%) of her regular weekly earnings and the sum of her weekly Unemployment Insurance benefits and any other earnings. Such payment shall commence following completion of the two-week Unemployment Insurance waiting period, and receipt by the Hospital of the employee's Unemployment Insurance cheque stub as proof that she is in receipt of Unemployment Insurance 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 Hospital will continue to pay its share of the contributions of the pension plan in which the employee is participating, for a period of up to seventeen (17) weeks while the employee is on pregnancy leave.
- (g) Subject to any changes to the employee's status which would have occurred had she not been on pregnancy leave, the employee shall be reinstated to her former duties on the same shift in the same department, and at the same rate of pay.

15.05 Parental Leave Applicable to Full-time
Employees and Regular Part-time Employees

- (a) Parental leave will be granted in accordance with the provisions of the Provincial Employment Standards Act, except where amended in this provision. The service requirements for eligibility for parental leave shall be thirteen (13) weeks of continuous service.
- (b) **An** employee, who qualifies for parental leave, other than an adoptive parent, shall give written notification at least two (2) weeks in advance of the date of commencement of such leave and the expected date of return.
- (c) **An** employee who is an adoptive parent shall advise the Hospital as far in advance as possible of having qualified to adopt a child, and shall request the leave of absence, in writing, upon receipt of confirmation of the pending adoption. If, because of late receipt of confirmation of 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 Hospital at least two (2) weeks in advance thereof.
- (e) (i) The following applies only to employees whose earnings (as defined in the Toronto Humber Memorial Hospital settlement) are less than \$30,000 (LICO) for the calendar year, or such other locally agreed annual period for determining LICO status.

Effective February 28, 1995, any employee who is on parental leave as provided under this Agreement who has applied for and is in receipt of Unemployment Insurance parental benefits pursuant to Section 20 of the Unemployment Insurance Act, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between ninety-three percent (93%) of her regular weekly earnings and the sum of her weekly unemployment insurance benefits and any other earnings. Such payment shall commence following completion of the two-week Unemployment Insurance waiting period, and receipt by the Hospital of the employee's Unemployment Insurance cheque stub as proof that she is in receipt of Unemployment Insurance parental benefits and shall continue while the employee is in receipt of such benefits for a maximum period of ten (10) weeks. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours plus any wage increase or salary increment that she would be entitled to if she were not on parental leave.

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

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

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

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

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

- (f) Credits for service and seniority shall accumulate for a period of up to eighteen (18) weeks while an employee is on parental leave on the basis of what the employee's normal regular hours of work would have been.
- (g) The Hospital will continue to pay its share of the 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/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 hospital will give reasonable consideration to a request for a leave of absence, without pay, to an employee elected or appointed to full-time union

office. It is understood that no 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 a Union President, two (2) calendar years) from the date of appointment unless extended for a further specific period by agreement of the parties. Seniority and service shall accumulate during such leave to the maximum provided, if any, under the provisions of the collective agreement. It will become the responsibility of the employee for full payment of any applicable benefits in which the employee is participating during such leave of absence.

15.07 Union Leave

- (a) The Hospital shall grant leave of absence without pay to employees to attend Union conventions, seminars, education classes or other Union business provided that such leave will not interfere with the efficient operation of the Hospital.
- (b) In requesting such leave of absence for an employee or employees, the Union must give at least twenty-one (21) days clear notice in writing to the Hospital.
- (c) In making application for leave of absence for Union business, it is understood the leave of absence shall be for no longer than a two (2) week period and will not be requested no more than two (2) occasions in one (1) calendar year. Where leave of absence for Union business is requested, it is understood that the Union will not request leave of absence for more than three (3) employees at one time and not more than two (2) employees from one department are absent on Union leave at one and the same time. It is understood and agreed that permission for such Union leave will not be unreasonably withheld.
- (d) In addition to the leave of absence set out above, members of the Union Executive Board and/or Council employed by the Hospital will be entitled to an additional cumulative leave of absence, without pay, not to exceed ten (10) days per contract year, subject to the conditions set out above, for the purpose of attending Executive and/or Council meetings.

15.08 Personal Leave

- (a) Written requests for a personal leave of absence will be considered by the Hospital. Such requests are to be made at least two (2) weeks in advance except in emergencies. Such leave shall not be unreasonably withheld.
- (b) Employees who are on leave of absence will not engage in gainful employment on such leave, and if an employee does engage in gainful employment on such leave of absence, he will forfeit all seniority rights and privileges contained in this agreement and be deemed terminated.

ARTICLE 16 - HOURS OF WORK

16.01 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.

- (a) The regular work week for full time employees shall average thirty-seven and one-half (37 ½) hours (exclusive of meal times) for each employee during each six (6) week period which corresponds to the appropriate nursing schedule.
- (b) The Normal Daily Tour shall be seven and one half (7½) consecutive hours in any twenty-four (24) hour period exclusive of an unpaid one-half (½) hour meal period, it being understood that at the change of tour there will normally be additional time required for reporting which shall be considered to be part of the normal daily tour, for a period of up to fifteen (15) minutes duration. Should the reporting time extend beyond fifteen (15) minutes, however, the entire period shall be considered overtime. Registered Nursing Assistants shall be entitled to relief periods during the tour on the basis of fifteen (15) minutes for each half tour.
- (c) The Normal Daily Extended Tour shall be **11.25** consecutive hours in any twenty-four (24) hour period, exclusive of a total of forty-five (45) minutes of unpaid mealtime, it being understood at the change of tour

there will normally be additional time required for reporting which shall be considered to be part of the normal daily tour, for a period of up to fifteen (15) minutes duration. Should the reporting time extend beyond fifteen (15) minutes, however, the entire period shall be considered overtime. RPN's shall be entitled to relief periods during the tour of a total of forty-five (45) minutes.

- (d) It is understood that regular hours include those required to accommodate the change from Daylight Saving Time to Standard Time and vice versa and to which the provisions of 17.01 shall not apply.
- (e) Employees must report to their respective supervisors in uniform and remain in uniform for the full working shift.
- (f) Employees' work schedules, shall be posted two (2) weeks in advance of the schedules becoming effective where practicable.

16.02 Time Off Between Shifts

In the case of nursing units where employees are required to rotate on the day, evening, and/or night tour, the Hospital will endeavour to arrange tours so that there will be time equivalent to two Normal Daily Tours between the beginning of an employee's tour and their changeover of tour, and time between the beginning of the employee's tour and the changeover of tours equivalent to five normal daily tours if there is one (1) day off, and time equivalent to eight (8) normal tours if there are two (2) days off between the changeover of tours.

16.03 Weekends Off

- (a) In scheduling shifts, the hospital will endeavour to arrange schedules so as to provide for a minimum of eight (8) weekends off in every twenty-four (24) week period. And, in any event, at least one weekend off in each three (3) week period. Where a weekend off is not granted within a three (3) week period, time worked on such third weekend but not subsequent weekends shall be paid at the rate of time and one-half (1½) unless the Hospital, notwithstanding its best efforts, was unable

to meet this standard. This standard shall not apply where:

- (i) such weekend work was performed by the employee to satisfy specific days off requested by such employee; or
 - (ii) such employee has requested weekend work, or was advised at the time of hire or when the job was posted that the regular schedule normally requires continuous weekend work; or
 - (iii) such weekend is worked as a result of an exchange of shifts with another employee.
- (b) 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.
 - (c) The foregoing shall have no application where other scheduling arrangements are provided which are acceptable to the employer and the employees affected and approved by the Union.
 - (d) This article has no application to casual part-time employees.

16.04 The Hospital may allow exchange of shifts at the request of two (2) employees provided such change in posted time schedules is submitted in writing by both employees and that the Hospital approval is obtained in advance and that no overtime premium is paid as a result of such exchange and no additional costs to the Hospital results from such exchange of shifts.

ARTICLE 17 - PREMIUM PAYMENTS

17.01 Overtime

- (a) Authorized work in excess of the hours referred to in 16.01(a) or in excess of the Normal Daily Tour or Normal Daily Extended Tour, as applicable, will be counted as overtime work and will be paid at the rate of time and one-half (1½) of the employee's regular rate of pay. For the purpose of clarity with respect to overtime relating to work in excess of those hours referred to in

16.01(a), Full-time RPN's who are required to work on their scheduled day off shall receive overtime payment.

- (b) It is understood and acknowledged that the Hospital has the right to require employees to perform reasonable amounts of authorized overtime work.
- (c) Callback shall not be considered as hours worked for the purpose of this article.
- (d) Overtime premium will not be duplicated or pyramided nor shall other premiums be duplicated or pyramided nor shall the same hours worked be counted as part of the normal work week and also as hours for which an overtime premium is paid.
- (e) Employees absent on approved leave, paid by the Hospital or by the Workers' Compensation Board, shall for the purpose 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 Hospital under the applicable provisions of the Collective Agreement where payment is made to the employee by the Union.

17.02 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 Hospital. The reporting allowance outlined herein shall not apply whenever an employee has received not less than one hours prior notice not to report for work.

17.03 Standby

- (a) **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 two dollars and ten cents (\$2.10) per hour for all hours on standby.

- (b) Where an employee is called in to work the standby allowance shall cease and the other applicable provisions of this collective agreement shall apply.

17.04 Call Back

- (a) Where employees, other than casual part-time 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 (1½) the regular hourly earnings. Where call back is immediately prior to commencement of their regular shift the call back 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) hours period provided for under (a). If a second call takes place after (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.
- (d) A Registered Practical Nurses on standby for liver/ lung or heart/lung transplants, will be treated pursuant to a Letter of Understanding dated April 25, 1989.

17.05 Shift Premium

Effective October 1, 1991, employees shall be paid a shift premium of forty-five (.45) cents per hour for each afternoon or night shift (where the majority of hours worked are between 1500 and 0700 hours), and fifty-five cents (.55) per hour for each night shift. It is understood that shift premium is not part of the straight time hourly rate and may not be pyramided with other premium payments.

17.06 Weekend Premium

An employee shall be paid a weekend premium of forty-five cents (\$.45) per hour for each hour worked between 2400 hours Friday to 2400 hours Sunday or such other forty-eight (48) hour period that the Hospital may establish. If an employee is receiving premium pay pursuant to a local scheduling regulation with respect to consecutive weekends worked, he/she will not receive weekend premium under this provision. This addition is conditional on the Social Contract regulation specifying that such premiums are excluded from earnings which are to be taken into account under S.23(2) of the Act.

ARTICLE 18 - ALLOWANCES

18.01 Meal Allowance

An employee who works a second consecutive full tour shall be entitled to the normal rest periods and meal periods in the second tour, but shall be provided at the time of the meal period with a hot meal or five dollars (\$5.00) if the Hospital is unable to provide the hot meal. Other employees required to work more than two (2) hours overtime consecutive with their normal tour shall, after the two (2) hours receive a half hour (½) paid meal period and shall be provided with a hot meal or five dollars (\$5.00) if the Hospital is unable to provide the hot meal.

18.02 Transportation Allowance

Effective May 2, 1992 when an employee is required to travel to the Hospital or to return to her home as a result of reporting to or off work between the hours of 2400 - 0600 hours, (other than reporting to or off work for her regular shift) or at any time while on standby, the Hospital will pay transportation costs either by taxi or by her own vehicle at the rate of thirty-five cents

(.35) per mile (to a maximum of sixteen dollars (\$16.00)) or such greater amount as the Hospital may in its discretion determine for each trip between the aforementioned hours. The employee will provide to the hospital satisfactory proof of payment of such taxi fare.

ARTICLE 19 - HEALTH AND SAFETY

19.01 Health and Safety Committee

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

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

19.02 Protective Clothing

The Hospital agrees to continue its present practices with respect to the provision of protective clothing and safety devices to employees. The Hospital further agrees to meet directly with the representatives of the Union or through the Health and Safety Committee to discuss the need for any protective clothing or safety equipment in addition to that which the hospital is presently providing.

ARTICLE 20 - PAID HOLIDAYS

- 20.01(a) The following statutory and paid holidays will be recognized as holidays on the days they are officially observed:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Christmas Day
Victoria Day	Boxing Day
Canada Day	
Civic Holiday	

- (b) In addition, an employee who has completed six (6) months of continuous full-time employment with the Hospital prior to the first of January, shall be entitled to one (1) float holiday, such day to be arranged between the Hospital and employee. The float holiday will be observed annually between January 15th and March 15th or on such other day as may be mutually agreed upon between the Hospital and the individual employee and shall be considered a non-premium holiday.
- (c) In addition, an employee will be granted one (1) additional day annually in conjunction with his anniversary date of employment. This is a day to be provided either thirty (30) days before or thirty (30) days after the actual anniversary of employment, and is also to be arranged between the Hospital and the employee. In the event that Heritage Day or some other day is proclaimed as a statutory holiday, such day shall be substituted

for the float day. Those employees who have taken said float day prior to the proclamation shall be deemed to have taken the proclaimed day.

- 20.02(a) Holiday pay, for an employee working the standard hours per day, as set out in Article 16.01, is defined as the amount of straight time hourly pay exclusive of shift premium which an employee would have received had he/she worked a normal shift on the holiday in question.

Holiday pay for employees working extended tours shall be the amount of straight time hourly pay, exclusive of a shift premium, which an employee would normally receive in a seven and one-half (7½) hour tour.

- (b) **An** employee, who is required to work on any of the above holidays, will receive pay at the rate of time and one half (1½) the employee's regular straight time hourly rate for each hour worked on such holiday and:

(i) regular holiday pay for the date, or

(ii) provided the choice is made prior to the holiday, a mutually agreed alternative holiday as a paid holiday to be taken within thirty (30) days of the date the holiday occurs.

Such lieu days may be taken on any day of the week, or in conjunction with days off, but of necessity the Hospital's decision will govern.

- (c) Where an employee working on a holiday is required to work overtime hours following her normal tour time such hours shall be paid at double time.

- (d) 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, or illness originating in the current or previous pay period in which the holiday occurs, or leave of absence on union business, all of which must be authorized by the Hospital. In case the employee is obliged to work on the day the holiday is observed and therefore is assigned a lieu day, the attendance requirement as expressed above shall apply to the employee's lieu day.

In order to receive holiday pay, where an employee's absence is due to illness it must be verified by a Doctor's certificate. **An** employee scheduled to work, but absent without verification, will receive straight time pay for such holiday.

- (e) Article 20.01 and 20.02 do not apply to part-time employees. A regular part-time employee who works on any of the holidays listed in Article 20.01(a) shall be paid at the rate of time and one half (1½) her regular hourly rate (as set out in the wage schedule) for all hours worked on such holiday subject to the application of Article 20.02(c) regarding hours worked in addition to her normal full tour.

20.03 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.

20.04 It is agreed that if a shift commences on or before the designated holiday that such shift will not be considered as a shift scheduled for the designated holiday unless a majority of the hours scheduled on such shift occur on the designated holiday.

20.05 **An** employee entitled to holiday pay hereunder shall not receive sick leave pay to which he may otherwise have been entitled unless he was scheduled to work that day. **An** employee receiving Workers' Compensation benefits for the day of the holiday shall, subject to the above provisions, be entitled to the difference between the amount of the Workers' Compensation benefits and the holiday pay.

ARTICLE 21 - VACATIONS

21.01 Vacation entitlement shall be as follows:

- (a) **An** employee who has completed less than one (1) year's continuous service as of January 1, shall be entitled to one twelfth (1/12) of the two (2) week entitlement for each full calendar month of employment.
- (b) **An** employee who has completed one (1) year but less than three (3) years of continuous service as of January 1, shall be entitled to two (2) weeks annual vacation with pay.

- (c) **An** employee who has completed two (2) years but less than five (5) years continuous service as of January 1, shall be entitled to three (3) weeks annual vacation with pay.
- (d) **An** employee who has completed five (5) years but less than fifteen (15) years of continuous service as of January 1, shall be entitled to four (4) weeks annual vacation with pay.
- (e) **An** employee who has completed fifteen (15) years but less than twenty-five (25) years of continuous service as of January 1, shall be entitled to five (5) weeks annual vacation with pay.
- (f) **An** employee who has completed twenty-five (25) years or more of continuous service as of January 1, shall be entitled to six (6) weeks annual vacation with pay.
- (g) Vacation pay shall be calculated on the basis of the employee's regular straight time rate of pay times their normal weekly hours of work subject to the application of Article 9.05, the "Effect of Absence" clause.

21.02 (a) All part-time employees shall be entitled to vacation pay based upon the applicable percentage, provided in accordance with the vacation entitlement of full time employees, of their gross earnings in the preceding year.

2 week entitlement - 4%
 3 week entitlement - 6%
 4 week entitlement - 8%
 5 week entitlement - 10%
 6 week entitlement - 12%

- (b) A part-time employee who leaves the employ of the Hospital for any reason shall be entitled to receive any unpaid vacation pay which has accrued to her to the date of separation, it being understood and agreed that the employee will provide at least two (2) weeks' notice of termination.
- (c) All part-time employees' vacation entitlement shall be calculated by utilizing the formula contained in Article 9.02(c).

21.03 The Hospital will make every reasonable effort to accommodate the wishes of employees with respect to vacation dates giving preference to seniority subject to the responsibility of the Hospital to operate the institution in an efficient manner. Employees must forward to the Hospital their desired vacation dates by February 28th or forfeit the right to exercise seniority in the choice of vacation dates. Further, the Hospital will post a vacation schedule in accordance with the foregoing by April 15th.

21.04 Provided vacations of five (5) days or more are scheduled and agreed upon between the employee and his or her supervisor four (4) weeks in advance, vacation pay shall be paid to all employees on request, in advance of their vacation.

21.05 Vacation Illness

- (a) 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.

An employee making a claim pursuant to this provision shall provide a Doctor's certificate indicating the nature and duration of the illness.

- (b) Where an employee's scheduled vacation is interrupted due to a serious illness requiring the employee to be an inpatient in a hospital, the period of such hospitalization shall be considered sick leave.

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

ARTICLE 22 - HEALTH AND INSURED BENEFITS

22.01 Insured Benefits

The Hospital agrees, during the term of the collective agreement, to contribute towards the premium coverage of participating full-time employees in the active employ of the Hospital under the insurance plans set out below subject to their respective terms and conditions including any enrollment requirements:

- (a) The Hospital agrees to pay one hundred percent (100%) of the billed premium towards coverage of eligible employees in the active employ of the Hospital under the Blue Cross semi-private plan or comparable coverage with another carrier.
- (b) The Hospital agrees to contribute seventy-five percent (75%) of the billed premium toward coverage of eligible employees in the active employ of the Hospital under the amended Blue Cross Extended Health Care Benefits or comparable coverage with another carrier providing for ten dollars (\$10.00) (single) and twenty dollars (\$20.00) (family) deductible, providing the balance of monthly premiums are paid by the employee through payroll deductions. In addition to the standard benefits, coverage will include vision care (maximum \$60.00 every twenty-four (24) months) as well as hearing aid allowance (lifetime maximum \$300.00 per individual). Effective May 1, 1992, deductible becomes \$15.00 single, \$25.00 family, vision care maximum becomes \$90.00 and hearing aide maximum becomes \$500.00.

Existing provision for private duty nursing services contained in present Extended Health Care Plans will be amended to reflect that this benefit is limited to a maximum of ninety (90) eight (8) hour shifts in any calendar year.

- (c) Effective the month following the date of ratification, the hospital agrees to contribute one hundred percent (100%) of the billed premium towards coverage of eligible employees in the active employ of the hospital under H.O.O.G.L.I.P. 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 hospital agrees to contribute seventy-five percent (75%) of the billed premium towards coverage of eligible employees in the active employ of the Hospital under the Blue Cross No. 9A Dental Plan or comparable coverage with another carrier (based on 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. Enrollment in the group dental plan shall be on the employee's successful

completion of the probationary period or after the waiting period which is required by the Plan A whichever is longer. Effective May 1, 1992, current ODA fee schedule becomes "current ODA fee schedule minus one year".

- (e) The Hospital will provide equivalent coverage to all employees who retire early and have not yet reached age 65 and who are in receipt of the Hospital's pension plan benefits on the same basis as is provided to active employees for semi-private, extended health care and dental benefits. The Hospital will contribute the same portion towards the billed premiums of these benefits plans as is currently contributed by the Hospital 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 The Hospital may at any time substitute another carrier or any plan (other than OHIP) provided that the benefits provided thereby are substantially the same.

22.03 Pension

All present full-time employees enrolled in the Hospital's pension plan shall maintain their enrollment in the plan subject to its terms and conditions. New full-time employees and full-time employees not yet eligible for membership in the plan shall, as a condition of employment, enroll in the plan when eligible in accordance with its terms and conditions.

22.04 Percentage in Lieu of Benefits for Part-time Employees

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

ARTICLE 23 - INJURY AND DISABILITY

23.01 Injury Pay

When an employee has completed any portion of his/her regularly scheduled shift prior to going on sick leave benefits or Workers' Compensation benefits, and is excused from further duties by his/her supervisor, he/she shall be paid for the balance of the tour at his/her regular straight time hourly rate and there shall be no deduction from sick leave or other credits.

23.02 Disabled Employees

If an employee becomes disabled with the result that he is unable to carry out the regular functions of his position, the Hospital may establish a special classification and salary with the hope of providing an opportunity of continued employment. This provision shall not be construed as a guarantee that such special classification(s) will be available or continued.

ARTICLE 24 - SICK LEAVE

24.01 The hospital will assume total responsibility for providing and funding a short term sick leave plan at least equivalent to that described in the 1987 Hospital of Ontario Disability Income Plan (H.O.O.D.I.P.) brochure.

24.02 The Hospital will pay seventy-five percent (75%) of the billed premium towards coverage of eligible employees under the Long Term Disability portion of the plan (H.O.O.D.I.P. or equivalent plan), the employee paying the balance of the billed premium through payroll deduction.

24.03 The Hospital further agrees to pay employees an amount equal to any loss of benefits under HOODIP for the first two (2) days of the fourth (4th) and subsequent period of absence in any calendar year.

24.04 Unemployment Insurance Rebate

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

24.05 Employees may be required to produce proof of sickness for any absence and, in all cases of sickness of three (3) or more working days, such proof is compulsory before returning to work.

24.06 In order to qualify for sick leave, an employee must notify his supervisor, as soon as possible and at least one (1) hour prior to the beginning of the employee's shift. The Hospital reserves the right to require proof of illness by medical certificate or such other form of proof as the Hospital may require before sick leave is granted.

24.07 The provision of sick leave benefits does not preclude the Hospital from taking into consideration time off work covered by benefits in determining whether an employee should be terminated for excessive absenteeism. Any such termination by the Hospital would be subject to the requirements of demonstrating just cause.

24.08 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.

24.09 The hospital shall pay the full cost of any medical certificates required of an employee.

ARTICLE 25 - COMPENSATION

25.01 Experience Pay

The hospital may hire a new employee at a rate higher than the starting rate as set out herein when the hospital considers previous experience warrants a higher starting rate.

25.02 Promotion to a Higher Classification

When an employee is promoted to a higher rate classification within the bargaining unit, he 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 (1) 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 (½) 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 from which he was assigned the job.

25.04 Job Classification

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

relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classifications.

- (d) The parties further agree that any change mutually agreed to or awarded as a result of arbitration shall be retroactive only to the date that the Union raised the issue with the Hospital.

25.05 Wage and Classification Premiums

- (a) The Hospital agrees to pay and the Union agrees to accept for the term of this agreement the rates of wages as outlined in Schedule A as attached hereto, subject to the provisions of Article 25.01.
- (b) For 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 Schedule A of this agreement.
- (c) The Hospital agrees that wages shall be paid on or before Friday each two weeks except when interfered with by the occurrence of a paid holiday. In this case the regular pay day may be delayed one day.
- (d) Increase to the salary schedule shall be retroactive and apply to all employees in the bargaining unit as of October 1, 1992 on the basis of each hour paid to them from October 1, 1992. Such retroactive pay shall be paid out within three (3) pay periods (approximately six (6) weeks) of the date of ratification of this agreement. **Any** new employees hired since October 1, 1992 shall be entitled to a pro-rata adjustment to their remuneration from the date of their employment. The Hospital shall be responsible to contact in writing at their last known addresses, any employees who have left the employment of the Hospital and/or the bargaining unit since October 1, 1992 to advise them of their entitlement to any retroactive adjustment within fifteen (15) days following ratification. Such employees will have a period of thirty (30) days after the mailing of the notice in which to claim such adjustments, and not thereafter.

ARTICLE 26 - BULLETIN BOARDS

26.01 The Hospital agrees to supply and make available to the Union for the posting of seniority lists and union notices four (4) bulletin boards in such places so as to inform all employees in the bargaining unit of the activities of the Union. It is agreed that no notice will be posted on the bulletin boards without prior approval by the Director of Human Resources of the Hospital or his designate.

ARTICLE 27 - COST OF PRINTING

27.01 Each of the parties to this agreement shall share the cost of printing this agreement equally between them.

ARTICLE 28 - DURATION

28.01 Term

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.

DATED this 13 day of February 1998.

FOR UNION:

FOR HOSPITAL:

Peggy Riley

Victor Trofimen

Vickie Miley

A. Paul

Blam

PR/AJ

WAGE SCHEDULE 'A'

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

Non-Registered Practical Nurse

Effective Date	Hourly Rate
	Step 1
October 11, 1993	\$14.26
January 1, 1994	\$14.44
October 11, 1994	\$14.56
January 1, 1995	\$16.52

Registered Practical Nurse

Effective Date	Hourly Rate		
	Step 1	Step 2	Step 3
October 11, 1993	\$15.10	\$15.32	\$15.70
January 1, 1994	\$15.28	\$15.50	\$15.88
October 11, 1994	\$15.43	\$15.66	\$16.04
January 1, 1995	\$17.37	\$17.60	\$17.98

Registered Practical Nurse - O.R.

Effective Date	Hourly Rate		
	Step 1	Step 2	Step 3
October 11, 1993	\$15.40	\$15.62	\$16.00
January 1, 1994	\$15.58	\$15.80	\$16.18
October 11, 1994	\$15.73	\$15.96	\$16.34
January 1, 1995	\$17.67	\$17.90	\$18.28

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 settlement) are less than \$30,000 (LICO) for the calendar year, or such other locally agreed annual period for determining LICO status. Employees determined as "non-LICO" will be paid as per Wage Schedule "B".

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

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

WAGE SCHEDULE "B"

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

Non-Registered Practical Nurse

Effective Date	Hourly Rate
	Step 1
January 1, 1994	\$14.30
January 1, 1995	\$16.24

Registered Practical Nurse

Effective Date	Hourly Rate		
	Step 1	Step 2	Step 3
January 1, 1994	\$15.13	\$15.35	\$15.72
January 1, 1995	\$17.07	\$17.29	\$17.66

Registered Practical Nurse - O.R.

Effective Date	Hourly Rate		
	Step 1	Step 2	Step 3
January 1, 1994	\$15.43	\$15.65	\$16.02
January 1, 1995	\$17.37	\$17.59	\$17.96

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 settlement) are less than \$30,000 (LICO) for the calendar year, or such other locally agreed annual period for determining LICO status. Employees determined as "non-LICO" will be paid as per Wage Schedule "B".

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

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

LETTER OF UNDERSTANDING No. 1

April 25, 1989

L1.01 The hospital agrees that they will continue their present practice of supplying and laundering uniforms in the areas they presently provide such service for the duration of the contract.

DATED this 13 day of February 1988.

FOR UNION:

FOR HOSPITAL:

Peggy Riley

Victor Trofimen

Vickie Moley

M. Luch

W. Blum

LETTER OF UNDERSTANDING No. 2

April 25, 1989

L2.01 RPN's who regularly work between twenty-four (24) and thirty-seven and one-half (37 ½) hours per week shall be considered part-time employees in accordance with Article 4.02. The Hospital agrees that the ratio of the number of such RPN's relative to the number of full-time RPN's shall not increase by the reduction in the number of full-time positions.

DATED this 13 day of February 1998.

FOR UNION:

FOR HOSPITAL:

Jeggy Riley

Victor Trofman

Victoria Mpiley

M. Paul

W. Blam

LETTER OF UNDERSTANDING No. 3

BETWEEN

THE TORONTO HOSPITAL, GENERAL DIVISION

AND

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 204

Re: Callback and Scheduling - Transplant

L3.01 It is agreed that the Callback and Scheduling provisions in the Collective Agreement are supplemented by this Letter of Understanding. Either party may request a meeting to modify its terms and/or cancel this agreement within thirty (30) days notice to the other party.

L3.02 **An** employee who is called in to work and:

- (a) works a minimum of four (4) hours, and
- (b) works to 3:30 a.m. or beyond, and
- (c) is scheduled for the next day shift,

will be permitted leave with pay for the next day shift.

L3.03 **An** employee who is called in to work after completing a regularly scheduled day shift and:

- (a) works a minimum of four (4) hours, and
- (b) completes his/her duties before 3:30 a.m. and
- (c) is scheduled for the next day shift,

will be permitted leave with pay for that part of his/her next day shift to allow a minimum of twelve (12) hours between the end of the overtime assignment and the commencement of work on the regularly scheduled day shift.

L3.04 **An** employee who is called in to work and:

- (a) works a minimum of four (4) hours, and

- (b) completes his/her duties before 3:30 a.m. and
- (c) is scheduled for the next day shift,

shall be permitted leave with pay for that part of his/her next day shift to allow a minimum of nine (9) hours between the end of the overtime assignment and the commencement of work on the regularly scheduled day shift.

L3.05 Should the employee not wish to work any remaining hours in the shift referred to Articles L3.02 and L3.03, the employee shall be granted time off without pay, or she may choose to use lieu time for those remaining hours.

DATED this 13 day of February 1998.

FOR UNION:

FOR HOSPITAL:

Peggy Riley

Victor J. Foster

Dickie M. Muley

M. Paul

W. Blam

LETTER OF UNDERSTANDING No. 4

Extended Tours

April 25, 1989

L4.01 When the Hospital and the Union agree, extended tours for Registered Practical Nurses may be instituted when eighty (80%) percent of the Registered Nurses in a particular Nursing Unit have so indicated by secret ballot. Where possible, Registered Practical Nurses not in favour of extended tours shall be fitted into the schedule based on the normal tour.

L4.02 RPN's shall not be required to work more than three (3) consecutive tours, unless otherwise agreed.

L4.03 RPN's shall receive every second weekend off, which shall consist of six (6) consecutive extended tours, which shall commence no later than 23:30 hours, Friday.

L4.04 Article 16.02 of the Collective Agreement does not apply. At least one (1) extended tour off will be scheduled between shifts.

DATED this 13 day of February 1998.

FOR UNION:

FOR HOSPITAL:

Beggy Riley

Victor Trofner

Dorrie Murrey

M. Carr

W. Blam
