

COLLECTIVE AGREEMENT

BETWEEN

**Sunnybrook Health Sciences Centre
(Hereinafter called the "Hospital")**

-AND-

**Service Employees International Union,
Local 1.0n
C.L.C.,
(Hereinafter called the "Union")**

**Full-time & Part-time Combined
Service Unit**

October 11, 2006 – October 10, 2009

13019(02)

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ARTICLE 1 - PURPOSE

The interest of the parties is to establish a harmonious collective bargaining and working relationship between the Hospital and the employees concerned. The parties are committed to the delivery and maintenance of excellence in high quality care to all of our patients, as partners in their care.

The purpose of this agreement is to provide a mechanism for the prompt and equitable disposition of issues and grievances, establish and maintain a safe working environment, hours of work, and wages for all employees within the bargaining unit.

ARTICLE 2 - SCOPE AND RECOGNITION

The Hospital recognizes Service Employees International Union, Local 1.0n as the exclusive bargaining agent for all service employees employed by the Hospital in the Municipality of Metropolitan Toronto, save and except Supervisors, persons above the rank of Supervisor, medical professional, administrative, and paramedical staff, students taking formal courses leading to their certification and persons working at the Sunnybrook Estates or the Sunnybrook Creche.

ARTICLE 3 - MANAGEMENT RIGHTS

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, classify, transfer, promote, demote, layoff and suspend or otherwise discipline employees for just cause;
- (c) establish and enforce rules and regulations to be observed by the employees, provided that they are not inconsistent with the provisions of this Agreement;
- (d) generally to manage and operate the Hospital in all respects in accordance with its obligations and, without restricting the generality of the foregoing, to determine the kinds and locations of machines, methods and procedures, equipment to be used, the allocation and number of employees required from time to time, overtime, the standards of performance for all employees, and all other matters concerning the Hospital's operations, not otherwise specifically dealt with elsewhere in this Agreement.

ARTICLE 4 - DEFINITIONS

- 4.01 (a) A regular Full-time employee works thirty-seven and one (37%) hours per week, averaged over a bi-weekly period of seventy-five hours, in the job classification into which she or he is hired.
- (b) A regular Part-time employee normally works up to 24 scheduled hours per week in the job classification into which she or he is hired.
- (c) A casual Part-time employee performs work on an unscheduled, as-needed basis, normally up to twenty-four (24) hours per week. A casual employee is expected to be available for work in accordance with her or his committed availability for casual work with the hospital. If a casual employee does not work any hours in any three (3) month period, unless the employee is on an authorized absence, she or he will be released from employment by the Hospital.
- (d) **Temporary Employees (Full-time and Part-time)**
- 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 twelve (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 or her probation period will be credited with the appropriate seniority.
- The Hospital will outline to employees selected to fill such temporary vacancies and the Union, the circumstances giving rise to the vacancy, and the special conditions relating to such employment.
- 4.02 The word "employee" or "employees" wherever used in this agreement shall mean any or all of the employees in the bargaining unit as defined except where the contract otherwise provides.
- 4.03 Where the masculine pronoun is used it shall mean and include the feminine pronoun where the context so applies.
- 4.04 A Registered Practical Nurse is defined as a person who is registered by the College of Nurses in Ontario in accordance with Part IV of the Health Disciplines Act, S.O. 1974, C.47, as amended. A Registered Practical Nurse is required to present to the Director of Nursing by February 15" of each year, her or his current registration certificate.

ARTICLE 5 - UNION SECURITY

5.01 Union Dues (Full-time and Part-time)

As a condition of employment, the Hospital will deduct from each employee covered by this Agreement an amount equal to the regular monthly Union dues designated by the Union.

Such dues shall be deducted from the first pay of each month for Full-time employees, and may be deducted from every pay for Part-time employees. In the case of newly hired employees, such deductions shall commence in the month following their date of hire.

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

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

Dues deducted within the month shall be remitted to the Union, no later than the first week of the following month in which the dues were deducted. When there are three pays within the month, the dues shall be remitted no later than the second week of the following month in which the dues were deducted. The list shall also include deletions and additions from the preceding month highlighting new hires, resignations, terminations, new unpaid leave of absence of greater than one (1) month and returns from leaves of absence. If the Hospital agrees to provide the Union with the information in an electronic format, electronic mail wherever possible, the parties will meet to discuss the format in which the information will be set out.

The Hospital will provide each employee with a T-4 supplementary slip showing the dues deducted in the previous year for income tax purposes where such information is available or becomes readily available through the Hospital's payroll system.

5.02 Interview Period (Full-time and Part-time)

It is mutually agreed that arrangements will be made for a Business Agent/Union Representative to interview new employees for thirty minutes, during or following the Hospital's orientation session, for the purpose of informing new 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, prior to the orientation session, as to the names of the new employees scheduled to attend the session.

5.03 Employee Lists (Full-time and Part-time)

The Hospital will supply the Union with an up-to-date Seniority List for each work site

every six (6) months, such list to contain the names of employees, job classification and date of employment.

The Hospital shall provide to the Union, every twelve (12) months, a list of current addresses for all members of the local union. The Union agrees to indemnify and save harmless the Hospital against any claims or liabilities arising or resulting from providing this list to the Union.

5.04 Union Membership (Full-time and Part-time)

Employees, at the time of making such remittance hereunder to the union, shall maintain their membership in the union during the term of this agreement as a condition of their continued employment. No person shall lose his or her job as a result of denial of Union membership, by reason of his or her failure to pay monthly union dues uniformly levied on the membership.

ARTICLE 6 - NO STRIKE/LOCKOUT (Full-Time and Part-Time)

There shall be no strike or lockout as long as this Agreement continues to operate. The words "strike" or "lockout" shall be as defined by The Labour Relations Act, R.S.O. 1970, c. 232 as amended.

ARTICLE 7 - UNION REPRESENTATION AND COMMITTEES.

7.01 Grievance Committee (Full-time and Part-time)

- (a) The Hospital will recognize a Grievance Committee, which shall consist of the Chief Steward, the Local President or Designate, the Filing Steward, and the Business Agent/Union Representative.
- (b) The Union shall keep the Hospital notified in writing of the names of the members of the Grievance Committee appointed or selected under this Article as well as the effective date of their respective appointments.
- (c) A Committee Member shall suffer no loss of earnings for time spent during their regular scheduled working hours in attending grievance meetings with the Hospital up to, but not including arbitration. The number of employees on the Grievance Committee shall be determined locally.

7.02 Union Stewards (Full-time and Part-time)

- (a) The Hospital agrees to recognize Union Stewards to be elected or appointed from amongst employees in the bargaining unit who have completed their probationary period for the purpose of dealing with Union business as provided under this Collective Agreement.

- (b) A Chief Steward may be appointed or elected. The Chief Steward may, in the absence of any steward, assist in the presentation of any grievance, or with any steward function.
- (c) The Union shall keep the Hospital notified in writing of the names of Union stewards appointed or selected under this Article as well as the effective date of their respective appointments.
- (d) The Union acknowledges that the Steward has her regular duties to perform on behalf of the Hospital and that she will not leave her regular duties without first receiving permission from her Supervisor or her designate. If it is necessary to leave, the Steward shall state her destination to her Supervisor and report again to her at the time of her return to work. The Union acknowledges that Stewards and Committee members must perform their regular duties and that so far as possible all activities by the Stewards and Committee members will be carried on outside of working hours unless otherwise mutually arranged. The functions of the Steward are to investigate and attempt to settle grievances which arise in the area for which she has been appointed a Steward in accordance with Article 8.01. If the properly classified Steward for an employee is unavailable, the employee, for the purposes set out in the grievance procedure, may request of her immediate Supervisor that the Chief Steward be permitted to assist the employee with her grievance. If the Chief Steward is unavailable, the employee may request of her immediate Supervisor that another Steward be permitted to assist the employee with her grievance.
- (e) There will be a Union Steward recognized from each area where members work. There will be no more than one member from each area.

7.03 Central Bargaining Committee (Full-time and Part-time)

In future central bargaining between Service Employees International Union and the Participating Hospitals, an employee serving on the Union's Central Negotiating Committee shall be paid for time lost from his normal straight time working hours at his regular rate of pay and without loss of leave credits for attending central negotiating meetings with the Hospitals' Central Negotiating Committee in direct negotiations up to the point of arbitration. In addition, an employee serving on the Union's Central Negotiating Committee shall be paid for time lost from his normal straight time working hours at his regular rate of pay and without loss of leave credits for 2 (two) days of preparation time for such central negotiating meetings with the Hospitals' Central Negotiating Committee. Upon reference to arbitration, the Negotiating Committee members shall receive unpaid time off for the purpose of attending arbitration hearings.

It is understood and agreed that the maximum number of Union Central Negotiating Committee members entitled to payment under this provision shall be eight (8), and in no case will more than one employee from a Hospital be entitled to such payment.

The Union shall advise the Hospitals' Central Negotiating Committee, before negotiations commence, of those employees to be paid under this provision. The Hospitals' Central Negotiating Committee shall advise the eight (8) hospitals accordingly.

It is understood that this clause does not apply to a hospital that is not participating in Central Bargaining.

7.04 Local Negotiating Committee (Full-time and Part-time)

- (a) The Hospital agrees to recognize a Negotiating Committee comprising of members to be elected, or appointed from amongst employees in the bargaining unit, who have completed their probationary period.
- (b) Where the Hospital participates in central bargaining, the purpose of the negotiating committee shall be to negotiate local issues as defined.
- (c) Where the Hospital does not participate in central bargaining, the purpose of the negotiating committee shall be to negotiate a renewal of this Collective Agreement.
- (d) The Hospital agrees that the members of the negotiating committee shall suffer no loss of earnings for time spent during their regular scheduled working hours in attending such negotiating meetings with the Hospital, up to, but not including, arbitration.
- (e) Nothing in this provision is intended to preclude the Union negotiating committee from having the assistance of any representatives of the Union when negotiating with the Hospital.
- (f) The number of employees on the local negotiating committees shall be seven (7) plus the Chief Steward.

7.05 Labour Management Committee

Where the parties mutually agree that there are matters of mutual concern and interest that would be beneficial if discussed at a Labour-Management Committee Meeting during the term of this Agreement, the following shall apply.

An equal number of representatives of each party as mutually agreed shall meet at a time and place mutually satisfactory. A request for a meeting hereunder will be made in writing prior to the date proposed and accompanied by an agenda of matters proposed to be discussed, which shall not include matters that are properly the subject of grievance or negotiations for the amendment or renewal of this agreement.

Any representative(s) attending such meetings shall be deemed to be at work for which the representative(s) shall be paid by the Hospital at his or her regular or premium rate as may be applicable.

It is understood that joint meetings with other Labour Management Committees in the Hospital may be scheduled concerning issues of mutual interest if satisfactory to all concerned.

It is agreed that the topic of the utilization of full-time and part-time staff is an appropriate topic for the Labour-Management Committee. The Committee shall have access to work schedules and job postings upon request.

Where two or more agreements exist between the Hospital and SEIU, the Committee may be a joint one representing employees under both agreements, unless otherwise agreed.

ARTICLE 8 - GRIEVANCE AND ARBITRATION (Full-Time and Part-Time)

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

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

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

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

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

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

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

STEP 1

The employee shall submit the grievance, in writing, and signed by him, to his Manager. The employee may be accompanied by a Union Steward. The Manager will deliver his decision in writing within five (5) days following the day on which the written grievance was presented to him. The Union and the Hospital may meet to discuss the grievance at a time and place suitable to both parties. Failing settlement, then:

STEP 2

Within five (5) days following the decision in the immediately preceding step, the grievance shall be submitted in writing to the Manager of Labour Relations or designate.

A meeting will then be held between the employee, the Union Steward, the Chief Steward or Local Union Representative, the Manager, the Department Head, the Human Resources Associate, and the Manager of Labour Relations or designate, within five (5) days of the submission of the grievance at Step 2, unless extended by mutual agreement of the parties.

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

8.05 Policy Grievance

A complaint or grievance arising directly between the Hospital and the Union concerning the interpretation, application or alleged violation of the Agreement shall be originated at Step 2 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 has instituted himself and the regular grievance procedure shall not be thereby bypassed.

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

8.06 Group Grievance

Where a number of employees have identical grievances, and each one would be entitled to grieve separately, they may present a group grievance, in writing identifying each employee who is grieving, to the Department Head or his designate, within ten (10) days after the circumstances giving rise to the grievance have occurred. The grievance shall

then be treated as being initiated at Step 2 and the applicable provisions of this Article shall then apply with respect to the handling of such grievance.

8.07 Discharge Grievance

If an employee, who has completed his probationary period, claims that he has been unjustly discharged, such claim must be submitted by the employee, who may be accompanied by a Union Steward, or by the Union Steward at Step 2 of the grievance procedure to the Hospital within five (5) days following the date the discharge is effective.

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

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

8.08 (a) 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 2 is given, the grievance shall be deemed to have been abandoned.

(b) The parties agree that it is their intent to resolve grievances without recourse to arbitration, wherever possible. Therefore, notwithstanding (a) above, the parties may, upon mutual agreement, engage the services of a mediator/arbitrator in an effort to resolve the grievance and may extend the time limits for the request for arbitration. The parties will share equally the fees and expenses, if any, of the mediator/arbitrator.

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

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

- 8.10 (b) Notwithstanding (a) above, the parties may, upon mutual agreement, agree to a sole arbitrator who shall proceed by way of mediation-arbitration. The party making the request shall do so in writing and at the same time, it shall propose the name of the sole arbitrator. Within five (5) calendar days thereafter, the other party shall agree in writing or propose an alternate name(s). If there is no agreement within ten (10) calendar days, the Minister of Labour shall have the power to effect such appointment upon application thereto by the party invoking the arbitration procedure. Once appointed, the sole arbitrator shall have all powers as set out in Section 50 of the Labour Relations Act including the power to impose a settlement and to limit evidence and submissions.
- 8.11 No person may be appointed to the Arbitration Board who has been involved in an attempt to negotiate or settle the grievance.
- 8.12 The Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to or amend any part of this Agreement.
- 8.13 No matter may be submitted to Arbitration which has not been properly carried through all requisite steps of the Grievance Procedure.
- 8.14 The proceedings of the Arbitration Board will be expedited by the parties hereto and the decision of the majority and where there is no majority, the decision of the Chairman, will be final and binding upon the parties hereto and the employee or employees concerned.
- 8.15 Each of the parties will bear the expense of the nominee appointed by it and the parties will share equally the fees and expenses, if any, of the Chairman of the Arbitration Board.
- 8.16 Saturdays, Sundays and Holidays are not to be counted in the time limits as set out in this Article.
- 8.17 Wherever Arbitration Board is referred to in the Agreement, the parties hereto may mutually agree in writing to substitute a single arbitrator for the Arbitration Board at the time of reference to arbitration and the other provisions referring to Arbitration Board shall appropriately apply.

ARTICLE 9 - SENIORITY

9.01 (a) Probationary Period (Full-time)

A new employee will be considered on probation until he has completed forty-five (45) days of work within any 12 calendar months. Upon completion of the probationary period he shall be credited with seniority equal to forty-five working days. With the written consent of the Hospital, the probationary employee, and the President of the Local Union or designate, such probationary period may be

extended. Such extension shall *not* be unreasonably denied. 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.

(b) Probationary Period (Part-time)

A new employee will be considered on probation until he has completed 337.5 hours of work within any twelve (12) calendar months. Upon completion of the probationary period he shall be credited with seniority equal to 337.5 hours of work. With the written consent of the Hospital, the probationary employee, and the President of the Local Union or designate, such probationary period may be extended. Such extension shall *not* be unreasonably denied. 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.

(c) All new employees must serve their probationary period in the hiring unit or department, unless otherwise mutually agreed. Only on successful completion of their probationary period are employees eligible to accept work shifts/hours external to their hiring unit or department.

9.02 (a) Definition of Seniority

Full-time

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

Seniority will operate on a bargaining unit wide basis.

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

Part-time

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

Seniority will operate on a bargaining unit wide basis.

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

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

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

(b) Full-time and Part-time

For all purposes of application under this agreement, unless specifically stated otherwise, seniority shall be considered and maintained separate by employee category, i.e., Full-time and Part-time, and shall include employees at all campuses of the hospital.

9.03 Transfer of Service and Seniority (Full-time and Part-time)

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

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

(b) An employee who is transferred to a job not covered by the Collective Agreement, shall continue on the seniority list for a period not exceeding six (6) months and if maintained on that job shall be removed from the seniority list of the bargaining unit and from all rights and privileges under the bargaining unit, and if again returns to the bargaining unit after six (6) months shall return as a junior employee.

(c) An employee in the clerical bargaining unit who has completed three (3) calendar months of employment and who is transferred into this bargaining unit shall be deemed to have accumulated seniority, since his or her date of hire as if he or she had been a member of this bargaining unit at all times.

9.04 Loss of Seniority (Full-time and Part-time)

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

- (a) employee quits;
- (b) employee is discharged and the discharge is not reversed through the grievance and arbitration procedure;

- (c) employee is absent from scheduled work for a period of three (3) or more consecutive working days without notifying the Hospital of such absence and providing a reason satisfactory to the Hospital;
- (d) employee fails to return to work upon the expiration of a leave of absence or utilizes a leave of absence for a purpose other than that for which it was granted;
- (e) employee has been laid off for *forty-eight (48)* months;
- (9) 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;

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

9.05 Effect of Absence

Unless otherwise provided in this Collective Agreement:

Full-time

- (a) It is understood that, during an approved unpaid leave of 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 leave of 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 or 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 thirty (30) months while an employee is in receipt of W.S.I.B or LTD benefits. Such payment shall continue while an employee is on sick leave (including the Employment Insurance period) to a maximum of thirty (30) months from the time the absence commenced. Notwithstanding this provision, service shall accrue for a period of fifteen (15) weeks if an employee's absence is due to disability resulting in W.S.I.B. benefits.
- (c) It is further understood that, during such unpaid absence, credit for seniority for purposes of promotion, demotion, transfer or layoff shall be suspended and not accrue during the period of absence. Notwithstanding this provision, seniority shall accrue for the duration of the absence if an employee's absence is due to

disability resulting in W.S.I.B benefits or LTD benefits, or while an employee is on sick leave (including the Employment Insurance period) or for a period of one (1) year if an employee's unpaid absence is due to an illness.

Part-time

Part-time employees shall accrue seniority for the duration of the absence, if an employee's absence is due to a disability resulting in W.S.I.B. benefits.

Part-time employees shall accrue service for a period of fifteen (15) weeks if absent due to a disability resulting in W.S.I.B. benefits, on the basis of what the employee's normal regular hours of work would have been.

ARTICLE 10 - JOB SECURITY (FULL-TIME AND PART-TIME)

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 as soon as practicable and, in any event, in advance of such plans or proposals being finalized and notices of layoff being issued or other actions taken that would adversely affect the bargaining unit and 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 need 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 (2) representatives from each party.

Meetings of the Committee shall be held during normal working hours. Representatives attending such meetings shall be deemed to be work time for which the representative(s) shall be paid by the Hospital at his or her regular or premium rate as may be applicable. 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.

It is understood that all of the above shall be completed in a timely manner.

10.02 Notice of Lay-Off

(a) Notice

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

- (i) Provide the Union with no less than five (5) months' written notice of the proposed layoff or elimination of position; and
- (ii) Provide to the affected employee(s), if any, who will be laid off with no less than five (5) 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.

- (b) A layoff shall not include a reassignment of an employee from her or his classification or area of assignment who would otherwise be entitled to notice of layoff provided;
 - (i) reassignments will occur in reverse order of seniority;
 - (ii) The reassignment of the employee is to an appropriate permanent job with the employer having regard to the employee's skills, abilities, qualifications and training or training requirements;
 - (iii) The reassignment of the employee does not result in a reduction of the employee's wage rate or hours of work;
 - (iv) The **job** to which the employee is reassigned is located at the employee's original work site or at a nearby site in terms of relative accessibility for the employee;
 - (v) The job to which the employee is reassigned is on the same or substantially similar shift or shift rotations: and
 - (vi) Where more than one employee is to be assigned in accordance with this provision, the reassigned employees shall be entitled to select from the available appropriate vacancies to which they are being reassigned in order of seniority provided no such selection would cause a layoff or bumping.

The Hospital bears the onus of demonstrating that the foregoing conditions have been met in the event of a dispute. The Hospital shall also reasonably accommodate any reassigned employee who may experience a personal hardship arising from being reassigned in accordance with this provision.

- (c) Any vacancy to which an employee is reassigned pursuant to paragraph (b) need not be posted.

10.03 Severance and Retirement Options

- (a) Severance Pay
 - (i) Where an employee resigns within 30 days after receiving notice of layoff pursuant to article 10.02 (a) (ii) that his or her position will be eliminated, he or she shall be entitled to a separation allowance of (2) weeks' salary for each year of continuous service to a maximum of sixteen (16) weeks' pay, and, on production of receipts from an approved educational program,

within twelve (12) months of resignation, may be reimbursed for tuition fees to a maximum of three thousand (\$3,000) dollars.

- (ii) Where an employee resigns later than 30 days after receiving notice pursuant to Article 10.02 (ii) that his or her position will be eliminated, he or she shall be entitled to a separation allowance of four (4) weeks' salary, and, on production of receipts from an approved educational program, within twelve (12) months of resignation, may be reimbursed for tuition fees up to a maximum of one thousand two hundred and fifty (\$1,250) dollars.

(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 two (2) week's pay for each year of service with the Hospital to a maximum of fifty-two (52) weeks on the basis of the employees' normal weekly earnings.

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

(c) Voluntary Exit Option

If after making offers of early retirement, individual layoff notices are still required, prior to issuing those notices the Hospital will offer a voluntary early exit option in accordance with the following conditions:

- (i) The Hospital will first make offers in the classifications within *department(s)* where layoffs would otherwise occur. *If* more employees than are required are interested, the Hospital will make its decision based on seniority.
- (ii) If insufficient employees in the department affected accept the offer, the Hospital will then extend the offer to employees in the same classification in other departments. *If* more employees than are required are interested, the Hospital will make its decision based on seniority.

- (iii) In no case will the Hospital approve an employee's request under (i) and (ii) above for a voluntary early exit option, if the employees remaining are *not* qualified to *perform* the available work.
- (iv) The number of voluntary early exit options the Hospital approves will not exceed the number of employees *in* that classification who would otherwise be laid off. The last day of employment for an employee who accepts a voluntary early exit option will be at the Hospital's discretion and will be *no* earlier than *thirty* (30) calendar days immediately following the employee's *written* acceptance of the offer.

An employee who elects a voluntary early exit option shall receive, following completion of the last day of work, a separation allowance of two (2) weeks' salary for each year of service, to a *maximum* of fifty-two (52) weeks pay.

- (d) A Full-time employee who has completed one (1) year of service and
 - (i) whose lay-off is permanent, or
 - (ii) who is laid off for twenty-six (26) weeks in any fifty-two (52) week period, and who has not elected to receive a severance payment under either (a) or (b) of this Article.

shall be entitled to severance pay equal to the greater of two (2) weeks' pay, or one (1) week's pay per year of service to a maximum of twenty-six (26) weeks' pay. This entitlement shall not be in addition to any entitlement to severance pay under the Employment Standards Act, but at the same time, shall not preclude an employee from claiming any greater entitlement which that Act may at some point come to provide.

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

10.04 Regional Staff Planning Committees

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

To achieve this objective the 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, that may be in place.

In filling vacancies not filled by bargaining unit members the Hospitals are encouraged to give first consideration to laid off employees who are on the list and who are qualified to

perform the work. For benefit-entitlement purposes, it is recognized that Hospitals shall be free to grant to any employees hired through this process full credit for service earned with another hospital.

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

10.05 Lay-off and Recall

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

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

In the event that there are no employees with lesser seniority in lower or identical paying 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 higher paying classification provided he can perform the duties without training other than orientation. Such employee so displaced shall be laid Off.

- (iii) The decision of the employee to choose (a) or (b) above shall be given in writing to the designated Hospital representative within ten (10) working days (excluding Saturday, Sunday and Holidays) following the notification of lay-off. Employees failing to do so will be deemed to have accepted lay-off.
- (c) The Hospital agrees to post vacancies during the recall period, as per the job posting procedure, allowing employees on recall to participate in the posting procedure. Should the position not be filled via the job posting procedure, 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.

- (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 or she was laid off shall have the privilege of returning to the position he or she held prior to the lay-off should it become vacant within six (6) months of being recalled.
- (f) No new employee 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 or her 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 or her 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 ten (10) working days. An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on lay-off.
- (i) No Full-time employee within the bargaining unit shall be laid off by reason of his or 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 (Full-Time and Part-Time)

- 11.01 Where a permanent vacancy occurs in a classification within the bargaining unit or a new position within the bargaining unit is established by the Hospital, such vacancy shall be posted by the Hospital for a period of seven (7) days, excluding Saturday, Sunday and Holidays. Vacancies created by the filling of an initial permanent vacancy within the bargaining unit shall be posted for a period of five (5) consecutive days excluding Saturday, Sunday and Holidays. All applications are to be made in writing within the posting period. The Hospital agrees that it shall post permanent vacant positions within thirty (30) calendar days of the position becoming vacant, unless the Hospital provides the union notice under Article 10.02 (a) of its intention to eliminate the position.
- 11.02 The postings referred to in Article 11.01 shall stipulate the qualifications, classification, rate of pay, worksites, department and shift and a copy shall be provided to the Chief Steward.
- 11.03 Employees shall be selected for positions under Article 11.01 on the basis of their ability, experience and qualifications. Where these factors are relatively equal amongst the employees considered, seniority shall govern providing the successful applicant, if any, is qualified to perform the available work. The name of the successful applicant will be posted on the bulletin board for a period of seven (7) calendar days and unsuccessful applicants will be notified.
- 11.04 It is understood that Full-time applicants will be considered for Full-time vacancies before Part-time applicants, and Part-time applicants will be considered for Part-time vacancies before Full-time applicants.
- 11.05 Temporary vacancies, which are not expected to exceed six (6) months, will not be posted and may be filled at the discretion of the Hospital. The Hospital will endeavour to ask Part-time employees in the unit or department with the vacancy, if they have any interest in the temporary vacancy. Part-time employees selected to fill a vacancy under this article will continue to maintain their Part-time status and upon completion of the assignment the employee will return to his former position.
- 11.06 The Hospital shall have the right to fill any vacancy on an interim basis until the posting procedure provided herein has been complied with, and arrangements have been made to assign the employee selected to fill the vacancy to the job. No grievance may be filed concerning such temporary arrangements.
- 11.07 The successful applicant will be placed in the vacancy for a trial period not exceeding forty-five (45) working days for Full-time employees and 337.5 hours for Part-time employees, and if the employee proves satisfactory, then he shall be considered permanently assigned to the vacancy. If the employee proves unsatisfactory during that time, or if the employee feels he is unable to perform the duties of the vacancy to which he is posted, the employee will be returned to his former position at his former salary or rate of pay, as will any other employee in the Bargaining Unit who was promoted or

transferred by reason of such placing. Newly hired employees shall be terminated and such termination shall not be subject to the grievance and arbitration procedure.

- 11.08 Successful applicants and newly hired employees will not be permitted to apply for job postings or any subsequent vacancies for a period of six (6) months, unless otherwise mutually agreed or an opportunity arises which allows the employee to change his or her permanent status.

ARTICLE 12 - NO CONTRACTING OUT (FULL-TIME AND PART-TIME)

- 12.01 The Hospital shall not contract out any work usually performed by members of the bargaining unit if, as a result of such contracting out, a layoff of any employees other than casual Part-time employees results from such contracting out.
- 12.02 Notwithstanding the foregoing, the Hospital may contract out work usually performed by members of the bargaining unit without such contracting out constituting a breach of this provision if the Hospital provides in its commercial arrangement contracting out the work that the contractor to whom the work is 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 an agreement with the Union to that effect.

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

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

ARTICLE 13 -WORK OF THE BARGAINING UNIT (FULL-TIME AND PART-TIME)

13.01 Work of the Bargaining Unit

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

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

13.02 Employment Agencies

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

13.03 Volunteers

- (a) Where a Hospital plans a drive to increase the number of volunteers, the Union must be given at least thirty (30) days' notice of these plans and a special meeting of the local joint Staff Planning Committee must be convened at least three (3) weeks prior to the initiation of such a drive.
- (b) The use of volunteers to perform bargaining unit work shall not be expanded beyond the extent of existing practice as of 1999.

13.04 Ratio of R.N.'s to R.P.N.'s (Full-time and Part-time)

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

In addition to the above process and apart from it where a change in the ratio is planned by the Hospital and it does not arise because of employee retirement, resignation or death then it can only be carried out following a full and complete disclosure to the Union of the plan 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.

13.05 RPN Utilization (Full-time and Part-time)

At the request of the Union, the Hospital and the Union shall meet to discuss the issues of RPN scope of practice and skill utilization.

13.06 RPN Education Days

The *parties* acknowledge that the responsibility for continuing professional development is shared between the nurse and the Hospital. A nurse's request for education days will

be considered in accordance with the Hospital's policy on education leave for nursing. *If* approved, full-time nurses are granted three (3) paid education days (22.5 hours paid education time) and part-time nurses are granted two (2) paid education days (15 hours paid education time).

ARTICLE 14 - TECHNOLOGICAL CHANGE (FULL-TIME AND PART-TIME)

- 14.01** Technological Change means the automation of equipment, or the mechanization or automation of operations, or the replacement of existing equipment or machinery with new equipment or machinery which results in the displacement of an employee from his or her regular job.
- 14.02** Where the Hospital has decided to introduce a technological change which will significantly alter the status of an employee within the bargaining unit, the Hospital undertakes to meet with the Union to consider the minimizing of adverse effects (if any) upon the employees concerned.
- 14.03** Where new or greater skills are required than are already possessed by affected employees under the present methods of operation, such employees shall be given a period of training, with due consideration being given to the employee's age and previous educational background, during which they may perfect or acquire the skills necessitated by the new method of operation. The Hospital will assume the cost of tuition and travel. There shall be no reduction in wage or salary rates during the training period of any such employee. Training shall be given during the hours of work whenever possible and may extend for up to six (6) months.
- 14.04** Employees with one (1) or more years of continuous service who are subject to layoff under conditions referred to above, will be given notice of the impending change in employment status at the earliest reasonable time in keeping with the notification of the Union as set forth above and the requirements of the applicable legislation.

ARTICLE 15 LEAVES OF ABSENCE

15.01 Bereavement Leave (Full-time and Part-time)

Any employee who notifies the Hospital as soon as possible following a bereavement will be granted bereavement leave for up to four (4) consecutive working days off without loss of regular pay from regularly scheduled hours in conjunction with the death of the spouse, child, or parent. Any employee who notifies the Hospital as soon as possible following a bereavement will be granted bereavement leave for three (3) consecutive working days off without loss of regular pay for regularly scheduled hours, in conjunction with the death of a member of his immediate family. "Immediate family" means parent, brother, sister, spouse, son, daughter, son-in-law, daughter-in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent, grandchild, guardian or step-parent. An employee shall

be granted one (1) day bereavement leave without loss of regular pay from regularly scheduled hours for the death of his or her aunt or uncle, niece or nephew. The Hospital, in its discretion, may extend such leave with or without pay. Where an employee does not qualify under the above-noted conditions, the Hospital may, nonetheless, grant a paid bereavement leave. For the purpose of bereavement leave, the relationships specified in the preceding clause are deemed to include a common-law spouse and a partner of the same sex.

15.02 Education Leave (Full-time and Part-time)

- (a) If required by the Hospital, an employee shall be entitled to leave of absence with pay and without loss of seniority and benefits to write examinations to upgrade his or her employment qualifications.
- (b) A leave of absence, without pay, to take further education related to the employee's work with the Hospital may be granted upon written application by the employee to the administration of the Hospital. It is further understood and agreed that the Hospital will, whenever its operational requirements permit, endeavour to arrange the shifts of employees attending courses or seminars to permit such attendance.
- (c) Where employees are required by the Hospital to take courses to upgrade or acquire new employment qualifications, the Employer shall pay the full costs associated with the courses.
- (d) Subject to operational requirements the Hospital will make every reasonable effort to grant requests for an employee to take an educational leave without pay and without loss of seniority of up to twelve (12) months for training related to the employee's employment at the Hospital.

15.03 Jury and Witness Duty (Full-time and Part-time)

- (a) If an employee is required to serve as a juror in any court of law, or is required to attend as a witness in a court proceeding in which the Crown is a party, or is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the employee's duties at the Hospital, the employee shall not lose regular pay because of such attendance provided that the employee:
 - (i) notifies the Hospital immediately on the employee's notification that he will be required to attend at court;
 - (ii) presents proof of service requiring the employee's attendance;
 - (iii) deposits with the Hospital the full amount of compensation received excluding mileage, travelling and meal allowances and an official receipt thereof.

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

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

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

- (c) In addition to the foregoing, where an employee is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the employee's duties at the Hospital on a day on which he has not been scheduled to work, he shall be paid for all hours actually spent at such hearing at his regular straight time hourly rate subject to the overtime provisions of the Collective Agreement and subject to (a)(b) and (c) above.

15.04 Pregnancy Leave (Full-time)

- (a) Pregnancy leave will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision. The service requirement for eligibility for pregnancy leave shall be thirteen (13) weeks of continuous service.
- (b) The employee shall give written notification at least two (2) weeks in advance of the date of commencement of such leave and the expected date of return. At such time she shall also furnish the Hospital with the certificate of a legally qualified medical practitioner stating the expected birth date.
- (c) The employee shall reconfirm her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Hospital at least two (2) weeks in advance thereof.
- (d) An employee who is on pregnancy leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance pregnancy benefits pursuant to Section 22 of the Employment Insurance Act, shall be paid a

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

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

- (e) Credits for service and seniority shall accumulate for a period of up to seventeen (17) weeks while an employee is on pregnancy leave.
- (9) The Hospital will continue to pay its share of the contributions of the subsidized employee benefits, including pension, in which the employee is participating, for a period of up to seventeen (17) weeks while the employee is on pregnancy leave.
- (g) Subject to any changes to the employee's status which would have occurred had she not been on pregnancy leave, the employee shall be reinstated to her former duties, on the same shift in the same department, and at the same rate of pay.

(Part-time)

- (a) Pregnancy leave will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision. The service requirement for eligibility for pregnancy leave shall be thirteen (13) weeks of continuous service.
- (b) The employee shall give written notification at least two (2) weeks in advance of the date of commencement of such leave and the expected date of return. At such time she shall also furnish the Hospital with the certificate of a legally qualified medical practitioner stating the expected birth date.

(c) The employee shall reconfirm her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Hospital at least two **(2)** weeks in advance thereof.

(d) An employee who is on pregnancy leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance pregnancy benefits pursuant to Section 22 of the Employment Insurance Act, shall be paid a supplemental 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 employment Insurance benefits and any other earnings. Such payment shall commence following completion of the two-week Employment Insurance waiting period, and receipt by the Hospital of the employee's Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance pregnancy benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours plus any wage increase or salary increment that she would be entitled to if she were not on pregnancy leave.

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

(e) Credits for service and seniority shall accumulate for a period of up to seventeen (17) weeks while an employee is on pregnancy leave on the basis of what the employee's normal regular hours of work would have been.

(9) 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.

The Hospital will also continue to pay the percentage in lieu of benefits and will register these benefits as part of the Supplemental Unemployment Insurance Benefit Plan with the Canada Employment Insurance Commission.

(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 (Full-time)

- (a) Parental leave will be granted in accordance with the provisions of the 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.
- (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) An employee who is on parental leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance pregnancy benefits pursuant to Section 23 of the Employment 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 Employment Insurance benefits and any other earnings. Such payment shall commence following completion of the two-week Employment Insurance waiting period, and receipt by the Hospital of the employee's Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance pregnancy 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 here regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours plus any wage increase of 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 Employment 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.

- (9) Credits for service and seniority shall accumulate for a period of up to thirty-five (35) weeks after the parental leave began, if the employee also took pregnancy leave, and thirty-seven (37) weeks after the parental leave began otherwise, while an employee is on parental leave.
- (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 thirty-five (35) weeks after the parental leave began, if the employee also took pregnancy leave, and thirty-seven (37) weeks after the parental leave began otherwise, while the employee is on parental leave.
- (h) Subject to any changes to the employee's status which would have occurred had 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.

(Part-time)

- (a) Parental leave will be granted in accordance with the provisions of the 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.
- (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) An employee who is on parental leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance parental benefits pursuant to Section 23 of the Employment 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 Employment Insurance benefits and any other earnings. Such payment shall commence following completion of the two-week Employment Insurance waiting period, and receipt by the Hospital of the employee's Employment Insurance cheque stub as proof that she is in receipt of Employment 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 here regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours plus any wage increase of 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 Employment 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.

- (f) Credits for service and seniority shall accumulate for a period of up to thirty-five (35) weeks after the parental leave began, if the employee also took pregnancy leave, and thirty-seven (37) weeks after the parental leave began otherwise, while the employee is on parental leave on the basis of what the employee's normal regular hours of work would have been.
- (g) The Hospital will continue to pay its share of the contributions of the pension plan in which the employee is participating for a period of up to eighteen (18) weeks while the employee is on parental leave.
The Hospital will also continue to pay the percentage in lieu of benefits for a period of up to ten (10) weeks. The Hospital will register these benefits as part of the Supplemental Unemployment Insurance Benefit Plan with the Canada Employment Insurance Commission.
- (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 (Full-time and Part-time)

Upon application by the Union, in writing, the Hospital will give reasonable consideration to a request for leave of absence, without pay to an employee elected or appointed to Full-time Union office. It is understood that 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 the Union President, two (2) calendar years) from the date of appointment unless extended for a further specific period by agreement of the parties. Seniority and service shall accumulate during such leave to the maximum provided, if any, under the provisions of the Collective Agreement. It will become the responsibility of the employee for full payment of any applicable benefits in which the employee is participating during such leave of absence.

Upon return from any such leave of absence, the employee shall be re-employed to his or her classification if still exists, or work generally similar to that which he or she did last prior to the leave of absence.

15.07 Union Leave (Full-time and Part-time)

- (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 fourteen (14) days clear notice in writing to the Hospital.
- (c) The number of days granted under this clause shall not exceed one hundred and twenty-five (**125**) days in total in any calendar year.
- (d) Each member 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 twelve (12) days per contract year, subject to conditions set out above, for the purpose of attending Executive and/or Council meetings. The Hospital shall be given one (1) year's notice of the Union's schedule of Board and/or Council meetings.

15.08 Pre-Paid Leave Plan (Full-time and Part-time)

The Hospital agrees to introduce a pre-paid leave program, funded solely by the employee subject to the following terms and conditions:

- (a) The plan is available to employees wishing to spread four (**4**) years' salary over a five (5) year period, in accordance with Part LXVII of the Income Tax Act Regulations, Section 6801, to enable them to take a one (1) year leave of absence following the four (**4**) years of salary deferral.
- (b) The employee must make written application to the Hospital at least six (6) months prior to the intended commencement date of the program (i.e. the salary deferral portion), stating the intended purpose of the leave.
- (c) The number of employees that may be absent at any one time shall be determined between the local parties. The year of purposes of the program shall be

September 1 of one year to August 31 the following year or such other twelve (12) month period as may be agreed upon by the employee, the local Union and the Hospital.

- (d) Where there are more applications than spaces allotted, seniority shall govern
- (e) During the four **(4)** year of salary deferral, 20% of the employee's gross annual earnings will be deducted and held for the employee and will not be accessible to the employee until the year of the leave or upon withdrawal from the plan.
- (f) The manner in which the deferred salary is held shall be at the discretion of the Hospital.
- (g) **All** deferred salary, plus accrued interest, if any, shall be paid to the employee at the commencement of the leave or in accordance with such other payment schedule as may be agreed upon between the Hospital and the employee.
- (h) **All** during the four **(4)** year of salary deferral benefits shall be kept whole. During the year of the leave, seniority shall accumulate. Service for the purpose of vacation and salary progression and other benefits will be retained but will not accumulate during the period of the leave. The employee shall become responsible for full payment of premiums for any health and welfare benefits in which the employee is participating. Contributions to the Hospitals of Ontario Pension Plan will be in accordance with the Plan. The employee will not be eligible to participate in the disability income plan during the year of the leave.
- (i) An employee may withdraw from the plan at any time during the deferral portion provided three (3) months' notice is given to the Hospital. Deferred salary, plus accrued interest, if any, will be returned to the employee within a reasonable period of time.
- (j) If the employee terminates employment, the deferred salary held by the Hospital plus accrued interest, if any, will be returned to the employee within a reasonable period of time. In case of the employee's death, the funds will be paid to the employee's estate.
- (k) The Hospital will endeavour to find a temporary placement for the employee as far in advance as practicable. If the Hospital is unable to find a suitable replacement, it may postpone the leave. The Hospital will give the employee as much notice as is reasonably possible. The employee will have the option of remaining in the Plan and rearranging the leave at a mutually agreeable time or of withdrawing from the plan and having the deferred salary, plus accrued interest, if any, paid out to the employee within a reasonable period of time.

- (l) The employee will be reinstated to his or her former position unless the position has been discontinued, in which case the employee shall be given a comparable job.
- (m) Final approval for entry into the pre-paid leave program will be subject to the employee entering into a formal agreement with the Hospital in order to authorize the Hospital to make the appropriate deductions from the employee's pay. Such agreement will include:
 - (i) A statement that the employee is entering the pre-paid leave program in accordance with this Article of the Collective Agreement.
 - (ii) The period of salary deferral and the period for which the leave is requested.
 - (iii) The manner in which the deferral salary is to be held.

The letter of application from the employee to the Hospital to enter the prepaid leave program will be appended to and form part of the written agreement.

15.09 Personal Leave (Full-time and Part-time)

- (a) The Hospital may grant leave of absence without pay to any employee for legitimate personal reasons, including illness and accident upon written application by the employee. Such leave shall be confirmed in writing by the Hospital and shall specify the date on which the employee is required to return to work.
- (b) Employees needing unpaid personal leave days for appointments with medical practitioners may utilize the personal leave language, and such leave will not be unreasonably withheld.

15.10 Medical Care and Emergency Leave (Full-time and Part-time)

An employee is entitled to a leave of absence without pay because of any of the following:

1. A personal illness, injury or medical emergency.
2. The death, illness, injury or medical emergency of an individual described in this Article.
3. An urgent matter that concerns an individual described in this Article.

For the purposes of this Article, the individuals referred to in this Article are:

- the employee's spouse
- a parent, step-parent or foster parent of the employee or the employee's spouse
- a child, step-child or foster child of the employee or the employee's spouse

- a grandparent, step-grandparent, grandchild or step-grandchild of the employee or of the employee's spouse
- the spouse of a child of the employee
- the employee's brother or sister
- a relative of the employee who is dependent on the employee for care or assistance

An employee who wishes to take leave under this section shall advise his or her Hospital that he or she will be doing so. If the employee must begin the leave before advising the Hospital, the employee shall advise the Hospital of the leave as soon as possible after beginning it.

An employee is entitled to take a total of 10 days' leave under this section each year. If an employee takes any part of a day as leave under this section, the Hospital may deem the employee to have taken one day's leave on that day for the purposes of this Article. The Hospital may require an employee who takes leave under this section to provide evidence reasonable in the circumstances that the employee is entitled to the leave.

Upon the conclusion of an employee's leave under this Article, the Hospital shall reinstate the employee to the position the employee most recently held with the Hospital, if it still exists, or to a comparable position, if it does not.

15.11 Compassionate Care Leave (Full-time and Part-time)

The employee and the Hospital will continue to pay their respective shares of the benefits and pension premiums.

- (a) Compassionate care leave will be granted to an employee for up to eight (8) weeks within a twenty-six (26) week period to provide care or support to a family member who is at risk of dying within that 26-week period in accordance with section 49.1 of the *Employment Standards Act*.
- (b) An employee who is on compassionate care leave shall continue to accumulate seniority and service.
- (c) Subject to any changes to the employee's status which would have occurred had he or she not been on compassionate care 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.

ARTICLE 16 - HOURS OF WORK

16.01 Daily and Weekly Hours of Work (Full-time and Part-time)

- (a) The normal hours of work for Full-time employees covered by this agreement shall be as follows:

thirty-seven-and-a-half (37 ½) hours per week, exclusive of meal periods, averaged over a bi-weekly period of seventy-five (75) hours
- (b) For Part-time and casual employees, the regular shift shall not normally exceed seven and one-half (7 ½) hours, exclusive of the meal period. It is understood that this Article shall not be construed to be a guarantee as to the hours of work per day nor as to the hours of work per week as for any period whatsoever nor as a guarantee of working schedules
- (c) The normal hours of work presently in effect shall remain in effect for the term of this agreement. It is understood normal hours include those required to accommodate the change from Daylight Saving Time and vice versa to which the other provisions of the Articles dealing with Hours of Work and Overtime do not apply. It is further understood that the amount of regular pay for full normal hours worked in consequence of such change from Daylight Saving Time to Standard Time and vice versa. The provisions of this Article are intended only to provide a basis for calculating time worked and shall not constitute a guarantee of hours of work per shift or per week or for any period whatsoever, nor a guarantee of working schedules.

16.02 Rest Periods (Full-time and Part-time)

- (a) Employees shall be allowed a fifteen (15) minute rest period in each half shift for which they are scheduled to work, without reduction in pay or without increasing the regular working hours.
- (b) When an employee performs authorized overtime work of at least three (3) hours' duration, the Hospital shall schedule a rest period of fifteen (15) minutes duration.
- (c) Employees shall be allowed a thirty (30) minute unpaid meal period, in which the meal period shall be continuous and uninterrupted.

16.03 Time Off Between Shifts (Full-time)

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

16.04 Scheduling (Full-time and Part-time)

- (a) The hospital shall post work schedules no less than four (4) weeks and preferably

six (6) weeks in advance of the commencement of the schedule.

- (b) The hospital will consider an exchange of shifts at the request in writing of two (2) employees, provided that the request for the exchange is obtained two weeks in advance and that no additional cost to the hospital results from such shift exchange, such as for example, overtime premium pay. The Hospital will not be considered in violation of any scheduling provision as the result of a mutually agreed exchange of shifts. Notwithstanding the above, special consideration will be given for shorter notice with reasonable explanation from the employee.

16.04 (1) Scheduling Objectives (Full-time)

The hospital shall endeavour to achieve and maintain the following objectives in formulating work schedules for regular shifts, subject to staff requirements for the efficient operation of the hospital:

- (a) Two (2) weekends off in every four (4) consecutive weekend periods, except by mutual agreement between the Department Head or his/her designate and the employee.
- (b) Consecutive days off, except by mutual agreement between Department Head or his/her designate and the employee.
- (c) Scheduled to work no more than seven (7) consecutive days.
- (d) No scheduled split shifts.
- (e) Regular scheduled rotation through two (2) shifts.

16.04 (2) Part-time

Two (2) weekends off in every four (4) consecutive weekend periods, except by mutual agreement between the Department Head or his/her designate and the employee, or the employee was hired specifically to work Saturdays and/or Sundays.

16.04 (3) Casual Part-time Employees

Casual employees shall advise their Department Head or designate of the specific dates and shifts for which he or she is available for work, at least two (2) weeks in advance of the work schedule being posted. Employees shall advise their Department Head or designate of any changes to their stated commitment immediately when they are no longer available.

Employees who accept to work an available shift are committed to work that shift and as such are obligated to report for work.

16.05 Change and Wash-Up Time (Full-time and Part-time)

A wash-up time of ten (10) minutes shall be granted at the end of every completed shift only. Abuse of this privilege shall result in its being cancelled.

NOTE: A change and wash-up time shall not apply to RPNs.

ARTICLE 17 - PREMIUM PAYMENT

17.01 Definition of Regular Straight Time Rate of Pay (Full-time and Part-time)

For the purposes of calculating any benefit or money payment under this Agreement to which an employee is entitled, the regular straight time rate of pay is that prescribed in the wage schedule of this agreement.

17.02 Definition of Overtime (Overtime Premium)(Full-time and Part-time)

Employees shall be entitled to payment of time and one-half the employee's basic straight time hourly rate for all authorized overtime work in excess of seven and one-half (7 ½) hours in a tour of duty or seventy-five (75) hours in a bi-weekly period, it being understood, however, that no overtime will be paid where the time worked was a result of an exchange of shifts between employees.

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

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

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

Where an employee is required to work additional overtime contiguous to an overtime shift within a twenty-four (24) hour period, the employee will be compensated at the rate of double time his or her straight time hourly rate for all additional contiguous overtime hours worked.

17.03 Reporting Pay (Full-time and Part-time)

Employees who report for any scheduled shift will be guaranteed at least four (4) hours of work, or if no work is available will be paid at least four (4) hours except when work is not available due to conditions beyond the control of the hospital. The reporting allowance shall not apply whenever an employee has received not less than two (2) hour's prior notice not to report for work.

17.04 Standby (Full-time and Part-time)

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 \$3.00 (\$3.20 effective October 11, 2008) per hour for all hours on standby.

Standby pay shall, however, cease where an employee is called in to work, and works during the period of standby.

17.05 Call Back (Full-time and Part-time)

- (a) Where employees are called back to work after having completed a regular shift (defined as 7.5 hours), 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) their regular hourly earnings. Where call back is immediately prior to the commencement of their regular shift, the call back pay will only apply to the point of commencement of a regular shift at the rate of time and one-half (1½) after which they shall revert back to the regular shift.
- (b) Call back pay shall cover all calls within the minimum four (4) hour period provided for under (a). If a second call takes place after four (4) hours have elapsed from the time of the first call, it shall be subject to a second call back premium, but in no case shall an employee collect two (2) call back premiums within one such four (4) hour period, and to the extent that 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 2½ 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 (1½) his straight time hourly rate, subject to the other provisions set out above.

17.06 Shift Premium (Full-time and Part-time)

Employees shall be paid a shift premium of one dollar (\$1.00) per hour for all hours worked where the majority of their scheduled hours fall between 1400 hours and 0600 hours.

17.07 Responsibility Allowance (Full-time and Part-time)

When an employer temporarily assigns an employee to carry out the assigned responsibilities of a higher paying classification outside of the bargaining unit, the employee shall receive an allowance of four dollars (\$4.00) for each shift from the time of the assignment.

17.08 Overtime - Lieu Time (Full-time and Part-time)

Where an employee has worked and accumulated approved overtime hours (other than overtime hours related to paid holidays) such employee shall have the option of electing payment at the applicable overtime rate or time off equivalent to the applicable overtime rate (i.e. where the applicable rate is time and one-half (1½), then time off shall be at time and one half (1½) times.)

Where an employee chooses the latter option, such time off must be taken within the succeeding ninety (90) calendar days of the work week in which the overtime was earned or, with the employee's agreement, within twelve (12) months of that work week.

17.09 Paid Time to Working Time (Full-time and Part-time)

Employees absent on approved leave, paid by the Employer or by the Workers' Compensation Board, shall for the purposes of computing overtime pay during the work schedule in which the absence occurred, be considered as having worked their regularly scheduled hours during such leave of absence. No pyramiding shall result from the application of this provision.

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

17.10 Weekend Premium (Full-time and Part-time)

An employee shall be paid a weekend premium of one dollar (\$1.00) 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.

17.11 Pyramiding of Premium Payments (Full-time and Part-time)

Overtime premiums, will not be duplicated nor pyramided, nor shall other premiums be duplicated nor pyramided, nor shall the same hours worked be counted as part of the normal work week and also as hours for which the overtime premium is paid. It is understood that both shift and weekend premiums will be paid if both are applicable.

ARTICLE 18 - ALLOWANCES (FULL-TIME AND PART-TIME)

18.01 Meal Allowance

When an employee is required to and does the work for three (3) or more hours of overtime after his normal shift, he shall be provided with a hot meal or six dollars (\$6.00) if the Hospital is unable to provide the meal or has been unable to schedule a meal break during the overtime period.

18.02 Uniform Allowance (Full-time and Part-time)

Where uniforms are required, the Hospital shall either supply and launder uniforms or provide a uniform allowance of \$100.00 per year for Full-time employees and \$50.00 for

Part-time employees in a lump sum payment in the first pay period of November of each year.

18.03 Transportation Allowance (Full-time and Part-time)

When an employee is required to travel to the Hospital or to travel between sites, 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 (\$0.35) per kilometre (to a maximum of fourteen (\$14.00)) or such greater amount as the Hospital may in its discretion determine for each trip between the aforementioned hours. The employee will provide to the Hospital satisfactory proof of payment of such taxi fare.

If provided, employees are expected to utilize the Hospital's shuttle bus for all travel between campuses, where the bus schedule allows. In these instances, the allowance will not be paid.

18.04 Tool Allowance

The Hospital shall supply the tools necessary to carry out assigned tasks. Employees shall not be required to supply their own tools. The Hospital retains the final discretion as to the type of tools to be supplied to carry out assigned tasks.

ARTICLE 19 - HEALTH AND SAFETY

19.01 Accident Prevention- Health and Safety Committee (Full-time and Part-time)

- (a) The Hospital agrees to provide the employee and the Union with a copy of the Worker's Compensation Board Form 7 at the same time as it is sent to the Board.
- (b) An employee required to use a VDT more than four hours per day shall be given eye examinations at the beginning of employment or assignment to VDT's and every twelve months thereafter. The eye examinations shall be paid for by the Hospital where not covered by OHIP.
- (c) Pregnant employees may request to be transferred from the current duties if, in the professional opinion of the employee's physician, the pregnancy may be at risk. If such a transfer is not feasible, the pregnant employee, if she so requests, will be granted an unpaid leave of absence before commencement of the maternity leave referred to in Article 15.04.

19.02 Protective Clothing (Full-time and Part-time)

- (a) *The Hospital shall develop and maintain policies and practices with respect to the need for and provision of protective clothing and safety devices for employees. Such policies shall be submitted to the Joint Occupational Health and Safety Committee for review. The Committee may make recommendations, as it deems appropriate to the Hospital.*
- (b) *Effective September 1st of each year, the Hospital will provide \$80.00 per year to each Full-time employee and \$45.00 per year to each regular Part-time employee who is required by the Hospital to wear safety footwear during the course of his duties.*

19.03 Influenza Vaccine (Full-time and Part-time)

The parties agree that influenza vaccinations may be beneficial for patients and hospital employees. Upon a recommendation pertaining to a facility or a specifically designated area(s) thereof from the Medical Officer of Health or in compliance with applicable provincial legislation, the following rules will apply:

- (i) *Hospitals recognize that employees have the right to refuse any recommended or required vaccination.*
- (ii) *If an employee refuses to take the recommended or required vaccine required under this provision, she or he will be reassigned during the outbreak period, unless reassignment is not possible, in which case he or she will be placed on unpaid leave. If an employee is placed on unpaid leave, she or he can use banked lieu time or vacation credits in order to keep her or his pay whole. It is further agreed that any such reassignment will not adversely impact the scheduled hours of other employees.*
- (iii) *If an employee refuses to take the recommended or required vaccine because it is medically contra-indicated, and where a medical certificate is provided to this effect, she or he will be reassigned during the outbreak period, unless reassignment is not possible, in which case the employee will be placed on paid leave. It is further agreed that any such reassignment will not adversely impact the scheduled hours of other employees.*
- (iv) *If an employee gets sick as a result of the vaccination, and applies for WSIB, the Hospital will not oppose the claim.*
- (v) *If the full cost of such medication is not covered by some other source, the Hospital will pay the full or incremental cost for the vaccine and will endeavour to offer vaccinations during an employee's working hours. IN*

addition, employees will be provided with information, including risks and side effects, regarding the vaccine.

- (vi) This letter shall be interpreted in a manner consistent with the Ontario Human Rights Code.

19.04 Violence in the Workplace (Full-time and Part-time)

- (a) The parties recognize that employees may be exposed to unwanted behaviour from others in the workplace and that such behaviour may result in injury and/or emotional distress to an employee.
- (b) The Hospital agrees to continue developing policies and procedures and shall submit same to the Health and Safety Committee for review.
- (c) The Health and Safety Committee shall concern itself with those matters and shall make such recommendations, as it deems appropriate.

19.05 Early and Safe Return to Work (Full-time and Part-time)

The Hospital and the Union agree that an employee who has sustained a work related injury should be returned to work as quickly as possible.

In order to assist with this process, the Hospital and the Union agree to establish an Early and Safe Return to Work Committee.

- (a) The committee will consist of one (1) SEIU representative, one (1) representative from the Occupational Health Services, and one (1) representative from Human Resources.
- (b) The committee will review cases where an employee returning to work from injury or disability requires either permanent accommodation or a temporary modification of his or her duties on a transitional basis.
- (c) The Committee shall meet to:
 - (i) Review the restrictions placed on the employee's ability to return to work.
 - (ii) Determine, in conjunction with the department manager, whether the existing job can be modified to meet the employee's needs. If this is not possible, the committee will discuss whether a suitable vacant position exists elsewhere.
 - (iii) Consult with the employee concerned, at the employee's request.
 - (iv) Review the progress of employees on modified work as required.

- (d) The Union may agree to waive the Job Posting Provision, Article 11, when a suitable bargaining unit position becomes available for which the employee is qualified.
 - (e) The committee will meet as such cases arise.
 - (9) Employees required to attend such meetings during their regularly scheduled hours of work shall not lose regular earnings as a result of such attendance.
 - (g) The committee will review its mandate and procedure after one year of operations with a reporting mechanism to H&S.
- 19.06 It is in the mutual interests of the parties to promote health and safety in the workplace and to prevent and reduce the occurrence of workplace injuries and occupational diseases. The parties agree that employees have the right to a safe and healthy work environment and that health and safety is of the utmost importance. The parties agree to promote health and safety and wellness. The Hospital shall provide orientation and training in health and safety to new and current employees on an ongoing basis and employees shall attend required health and safety training sessions.
- 19.07 The parties fully endorse the responsibilities of employer and employee under the Occupational Health and Safety Act. Accordingly, the provisions of the Occupational Health and Safety Act are incorporated into and form part of this collective agreement and the rights and responsibilities set out therein will not be diminished.
- 19.08 The Hospital agrees to cooperate in providing necessary information and management support to enable the Health and Safety Committee to fulfil its functions. In addition, the Hospital will provide the Health and Safety Committee with access to all incident reports, health and safety records and other pertinent information in its possession. The Health and Safety Committee shall respect the confidentiality of the information.
- 19.09 Where the Hospital determines that there is a risk that employees may be exposed to infectious or communicable diseases (viral or bacterial), or blood borne pathogens, employees who may be exposed will be provided with personal protective equipment reasonably necessary for the protection of the employee.
- 19.10 An employee who is required by the Hospital to wear or use any protective clothing, equipment or device shall be instructed and trained in its care, use and imitations before wearing or using it for the first time and at regular intervals thereafter and the employee shall participate in such instructions and training.
- 19.11 Where the Hospital identifies high risk areas where employees are exposed to infectious or communicable diseases for which there are available protective medications, such medications shall be provided at no cost to the employee.

ARTICLE 20 - PAID HOLIDAYS

20.01 Payment for Working Overtime on a Holiday (Full-time)

Where an employee is required to work authorized overtime in excess of his/her regularly scheduled hours on a paid holiday (but not including hours on a subsequent regularly scheduled shift), such employee shall receive two and one half (2 ½) times his or her regular straight time hourly rate for such additional authorized overtime. The employee shall have the option of one and one half (1 ½) pay and a lieu day.

NOTE: Any banked lieu time associated with floating holidays or paid holidays must be taken by the following March 31 or payment will be made by the hospital.

Part-time

If a Part-time employee works on any of the designated holidays listed in Article 20.03 of the Full-time agreement, the employee shall be paid at a rate of time and one-half (1½) her regular straight time hourly rate for all hours worked on such holiday.

20.02 Paid Holidays (Full-time)

Where an employee has worked on a paid holiday such employee shall have the option of electing payment at the applicable premium rate or time off equivalent to the applicable overtime rate (i.e. where the applicable rate is time and one-half (1½), then time off shall be at the rate of time and one half (1½) times.)

Where an employee chooses the latter option, such time off must be taken within the succeeding four (4) pay periods of the occurrence of the overtime at a time mutually agreeable to the hospital and the employee, or payment in accordance with the former option shall be made.

NOTE: Shifts starting from 2300 hours the day prior to a holiday or on the holiday set out in Article 20.03 shall receive the premium payment set out above provided the majority of hours worked fall on the holiday.

20.03 Full-time

- (a) The Hospital undertakes to grant the following holidays with pay to all employees covered by the Agreement:

New Year's Day
Third Monday in February
Good Friday
Victoria Day
Canada Day
Civic (August) Holiday

Labour Day
Thanksgiving Day
Christmas Day
Boxing Day

NOTE: Full-time employees shall be entitled to two (2) floating holidays in each calendar year for the duration of this agreement. Employees must be on staff before July 1st of each calendar year in order to qualify for the floating holidays in that calendar year. In the event that the Government of Ontario proclaims another day as a statutory holiday, such day shall be substituted for one of the floating holidays.

- (b) An employee who works on a unit that routinely closes between Christmas and New Year's Day, or for another extended period, may bank his or her holiday lieu time to be taken during the closure. These days must be taken by the end of the calendar year in which they are earned, otherwise they will be paid.
- (c) If one of the above-named holidays occurs during a vacation period, the employee will be paid one regular day's wages for that day.

ARTICLE 21 - VACATIONS

21.01 Entitlement and Calculation of Payment (Full-time)

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

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

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

An employee who has completed five (5) years but less than thirteen (13) years of continuous service as of the anniversary date of hire shall be entitled to four (4) weeks' annual vacation with pay.

An employee who has completed thirteen (13) years but less than twenty-two (22) years of continuous service as of the anniversary date of hire shall be entitled to five (5) weeks' annual vacation with pay.

An employee who has completed twenty-two (22) years but less than twenty-eight (28) years of continuous service as of the anniversary date of hire shall be entitled to six (6) weeks' vacation with pay.

An employee who has completed twenty-eight (28) or more years of continuous service as of the anniversary date of hire shall be entitled to seven (7) weeks' annual vacation with pay. For clarification, an employee will not be eligible to receive the seventh (7th) week of vacation where they have already received the additional five (5) days of supplemental vacation in the same vacation year.

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

Part-time and Casual

A Part-time employee who has completed less than 3,450 hours of continuous service as of the anniversary date of hire shall receive 4% of gross earnings.

A Part-time employee who has completed 3,450 hours but less than 8,625 hours of continuous service as of the anniversary date of hire shall receive 6% of gross earnings.

A Part-time employee who has completed 8,625 hours but less than 22,425 hours of continuous service as of the anniversary date of hire shall receive 8% of gross earnings.

A Part-time employee who has completed 22,425 hours but less than 37,950 hours of continuous service as of the anniversary date of hire shall receive 10% of gross earnings.

A Part-time employee who has completed 37,950 hours but less than 48,300 hours of continuous service or more as of the anniversary date of hire shall receive 12% of gross earnings.

A part-time employee who has completed 48,300 hours of continuous service or more as of the anniversary date of hire shall receive 14% vacation pay. For clarification, an employee who has received an additional 2% of gross earnings as a result of completing 51,750 hours or 60,375 hours in the vacation year that this agreement is effective shall not be eligible to receive 15% vacation pay until the following vacation year.

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

Vacation pay shall be paid out on each pay stub.

21.02 Approved Leave of Absence During Vacation (Full-time)

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

Serious illness is defined as an illness which requires the employee to receive on-going medical care and/or treatments resulting in either hospitalization or which would confine the employee to their residence or to bed rest for more than three days.

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.

Where an employee's scheduled vacation is interrupted due to bereavement, the employee shall be entitled to bereavement leave in accordance with Article 15.01. The portion of the employee's vacation which is deemed to be bereavement leave under the above provisions will not be counted against the employee's vacation credits.

21.03 Requests for Vacation (Full-time)

Vacations may be taken at any time of the year that is mutually acceptable to the parties.

Requests for vacation shall be submitted in writing to the employee's management supervisor between January 1st and March 1st each year in order for the employee's seniority to prevail for requested vacation until March 31st of the following year. If the hospital cannot approve all requests, the hospital shall grant approval on the basis of seniority. All vacation requests submitted in this period, once approved, shall be posted in the Unit/Department by April 1st.

Thereafter, vacation requests shall be submitted at least six (6) weeks before the time at which the employee proposes to commence his/her vacation and are considered on a first come, first served basis with no regard for seniority. The hospital shall respond within two (2) weeks of receiving the vacation request.

Where an employee has accumulated vacation with pay credits of five (5) weeks or more, the employee may be required to split vacation into three (3) or two (2) week periods and where an employee has accumulated vacation with pay credits of six (6) weeks or more, the employee may be required to split vacation into four (4) or two (2) week periods to be taken at different times in order that the operation of the hospital may not be affected and in order that prime time may be more equitably distributed among all employees.

21.04 Vacation Pay on Termination (Full-time)

An employee who leaves the employ of the Hospital for any reason shall be entitled to receive any unpaid vacation pay which has accrued to his date of separation unless he leaves without giving at least two (2) weeks notice of termination in which case, he shall

be entitled to the vacation pay calculated in accordance with the provisions of the Employment Standards Act, 1974.

21.05 Vacation Credit Bank (Full-time)

Employees may accumulate vacation credits up to a maximum of eighteen (18) months' accrued credit.

ARTICLE 22 - HEALTH AND INSURED BENEFITS (PART-TIME)

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

22.01 Insured Benefits (Full-time)

The Hospital agrees, during the term of the Collective Agreement, to contribute towards the premium coverage of participating eligible employees in the active employ of the Hospital under the insurance plans set out below subject to their respective terms and conditions including any enrolment 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 premiums towards coverage of eligible employees in the active employ of the Hospital under the amended Blue Cross Extended Health Care benefits or comparable coverage with another carrier providing for \$22.50 (single) and \$35.00 (family) deductible, providing the balance of monthly premiums are paid by the employee through payroll deductions.

Reimbursement for prescribed drugs covered by the Plan will be based on the cost of the lowest priced therapeutically equivalent generic version of the drug, unless there is a documented adverse reaction to the generic drug.

Services of a chiropractor will be covered up to an annual maximum of \$300.00; and services of a licensed or registered physiotherapist will be covered up to an annual maximum of \$300.00.

In addition to the standard benefits, effective *the first* deduction date the month *after* the award coverage will include vision care (maximum of \$200.00 every 24 months plus *bi-annual* eye exams per individual) as well as a hearing aid acquisition (cost of acquisition per individual every thirty-six (36) months).

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

- (c) The Hospital agrees to pay one-hundred percent (100%) of the billed premium towards coverage of eligible employees in the active employ of the Hospital under HOOGLIP or such other group life insurance plan currently in effect providing the balance of the month premium is paid by the employee through payroll deduction.
- (d) The Hospital agrees to contribute seventy-five percent (75%) of the billed premiums towards coverage of eligible employees in the active employ of the Hospital under the Blue Cross #9 Dental Plan or comparable coverage with another carrier (based on the current ODA fee schedule as it may be updated from time to time) providing the balance of the monthly premium is paid by the employee through payroll deduction. Increase dental recall including preventative services to 9 months and add Blue Cross Rider #2 (or equivalent) [complete and partial dentures] at 50/50 co-insurance to \$1000 annual maximum in 1st year and Blue Cross Rider #4 (or equivalent) [crowns, bridgework, and repairs to same] at 50/50 co-insurance to \$1000 annual maximum.

(e) Benefits on Early Retirement

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 bank account.

22.02 Change of Carrier (Full-time)

A copy of all current master policies of the benefits referred to in this Article shall be provided to the Union.

It is understood that the Hospital may at any time substitute another carrier for any plan (other than OHIP) provided the benefits conferred thereby are substantially the same. The Hospital shall notify the Union sixty (60) days in advance of making such a substitution to explain the proposed change and to ascertain the views of the employees.

Upon a request by the Union, the Hospital shall provide to the Union, full specifications of the benefit programs contracted for and in effect for employees covered herein.

The participating hospitals and SEIU agree that the maintenance of benefits provided for in this collective agreement at the most cost effective level is an important objective. Accordingly, the parties agree that a joint investigation of a Benefits Trust is worthwhile in order to determine if significant reductions in costs of benefits can be achieved. The parties are committed to:

Meet within the first quarter following the ratification of this agreement and every quarter thereafter to determine the following:

- The methods by which the investigation will take place,
- Identify the potential sources of funding for investigation of the Benefits Trust,
- Identification of the appropriate method to determine the feasibility of the Trust

22.03 Pension

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

Full-time and Part-time

On date of hire or during appropriate orientation the Hospital will provide full and part-time employees with a copy of the Hospitals of Ontario Pension Plan (HOOPP) benefits booklet.

ARTICLE 23 - INJURY AND DISABILITY

23.01 Workers' Compensation Injury

In the case of an accident, which will be compensated by the WSIB, the employer will pay the employee's wages for the day of accident.

ARTICLE 24 - SICK LEAVE INSURANCE PLAN AND LONG TERM DISABILITY (Full-Time)

24.01 The Hospital will assume total responsibility for providing and funding a short-term sick leave insurance plan at least equivalent to that described in the August 1992 (Part A) Hospitals of Ontario Disability Income Plan (HOODIP) brochure.

- 24.02 The Hospital will pay 75% of the billed premium towards coverage of eligible employees under the long-term disability portion of the Plan (HOODIP or an equivalent plan as described in the August, 1992 booklet (Part B), the employee paying the balance of the premium through payroll deduction. For the purpose of transfer to the short-term portion of the disability program, employees on the payroll as of October 11, 2002 with three (3) months or more of service shall be deemed to have three (3) months of service. For the purpose of transfer to the long-term portion of the disability program, employees will be credited with their actual service.
- 24.03 Effective October 11, 2002 the existing accumulating sick leave plans shall be terminated and any provisions relating to such plan shall be null and void.
- 24.04 Existing sick leave credits for each employee shall be converted to a sick leave bank to the credit of the employee at the then current per diem rate of pay based on his regular straight time hourly rate. The "sick leave bank" shall be utilized to supplement payment for lost straight time wages on sick leave days under the new program or paragraph 24.06 below which would otherwise be at less than full wages or no wages.
- 24.05 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.
- 24.06 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 and subsequent period of absence in any calendar year.
- 24.07 Absences due to pregnancy related illness shall be considered as sick leave under the sick leave plan.

24.08 Employment Insurance Rebate

The short-term sick leave plan shall be registered with the Employment Insurance Commission. 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.

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

24.10 Pay for Medical Certificates (Full-time and Part-time)

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

24.11 Workers' Compensation Benefits and Sick Leave (Full-time)

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

ARTICLE 25 - COMPENSATION

25.01 Experience Pay (Full-time and Part-time)

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

25.02 Promotion to a Higher Classification (Full-time and Part-time)

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

25.03 Temporary Transfer (Full-time and Part-time)

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

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

25.04 Job Classification (Full-time and Part-time)

- (a) When a new classification (which is covered by the terms of this Collective Agreement) is established by the Hospital, or the Hospital makes a substantial change in the job content of an existing classification which in reality causes such classification to become a new classification, the Hospital shall determine the rate of pay for such new or changed classification and notify the local Union of the same and provide details at least fourteen (14) days prior to posting. 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 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 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, and shall be retroactive to the date that notice of the new rate was given by the Hospital.
- (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 classification.
- (d) The parties further agree that any change mutually agreed to or awarded as a result of arbitration shall be retroactive only to the date that the Union raised the issue with the Hospital.

25.05 Wage and Classification Premiums (Full-time and Part-time)

- (a) During the lifetime of this Agreement, the Hospital agrees to pay and the Union agrees to accept the scale of wages as set out in Schedule 'A' attached hereto, which is hereby made a part of this Agreement.
- (b) For the purpose of calculating any benefits or money payment under this agreement to which an employee is entitled, the regular straight time rate of pay is that prescribed in wage Schedule 'A' of this Agreement.
- (c) The scale of wages set out in Schedule 'A' will reflect the hourly, bi-weekly, and monthly rate. The formula for calculating the hourly rate is (to be taken to three decimal points):

$$\text{(Monthly Rate x 12 Months) / 1950 hours}$$

The formula for calculating the bi-weekly rate is:

$$\text{Hourly Rate x 75 Hours}$$

- (d) Retroactivity

Retroactivity will be paid on the basis of hours paid, within four (4) full pay periods of the date of sign-off on a separate cheque where payroll system allows (or a detailed calculation). Implementation of the new rates shall be within two (2) full pay periods of the date of sign-off. Former employees will be advised within thirty (30) days.

25.06 Job Descriptions (Full-time and Part-time)

A copy of the current job description for a bargaining unit position shall be made available to the Union upon request.

25.07 Progression on the Wage Grid (Part-time)

Employees shall progress on such grid on the basis that 1725 hours worked equals one (1) year of service.

25.08 Section Leader Compensation

Employees who are regularly selected or temporarily assigned to a Lead Hand position shall be paid at a rate which is eight (8) percent above his/her actual wage rate. A Section Leader directs and leads employees on a continuing basis to carry out a given work program and also performs the work activities of the classification(s) assigned.

25.09 Pay Days (Full-time and Part-time)

Employees will be paid on a bi-weekly basis every second Thursday. The pay will be computed up to and including the previous Friday. The purpose of this delay is to enable the hospital to compute the pay, prepare the cheques and designate the deductions. All deductions will be shown on the pay stub.

ARTICLE 26 - RELATIONSHIP (Full-Time and Part-Time)

No Discrimination

The parties agree that there shall be no discrimination within the meaning of the Ontario Human Rights Code against any employee by the Union or the Hospital by reason of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, family status or handicap.

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

ARTICLE 27 - EDUCATION FUND (Full-Time and Part-Time)

27.01 If the Local Union indicates to the Hospital that a special assessment of \$0.03 per hour for Union education applies to all bargaining unit members, the Hospital agrees to deduct this assessment.

Such assessment along with a listing of employees will be paid on a quarterly basis into a trust fund established and administered by the applicable SEI Local Union for this purpose.

ARTICLE 28 - PROFESSIONAL RESPONSIBILITY (Full-Time and Part-Time)

28.01 The parties agree that patient care is enhanced if concerns relating to professional practice, patient acuity, fluctuating workloads and fluctuating staffing are resolved in a timely and effective manner.

In the event that an employee or group of employees, covered under the Regulated Health Professions Act (RHPA), are assigned a workload which is inconsistent with proper patient care, they shall express their concerns to their supervisor. The employee shall complete a "Workload Review Form" which shall be provided to the supervisor and to the Union. The Workload Review Form will be attached as an Appendix to the collective agreement.

Employees are encouraged to raise their concerns with their immediate supervisor. In the event that the workload concern is not resolved to the employee's satisfaction, the employee *or group of employees* may submit their concerns to either the Joint Health and Safety Committee (as constituted under the collective agreement's local appendix) or the Labour Management Committee (as constituted under Article 6.02) through their union representative in a format to be determined by the respective committee.

28.02 RPN Certification (The following Article is applicable to RPNs only)

A nurse is required to present to the Chief Nursing officer or designate on or before February 15th of each year evidence that her or his Certificate of Registration is in good standing and currently in effect. Such time will be extended for reasons where the College of Nurses of Ontario permits the nurse's Certificate of Registration to remain in effect. If the nurse's Certificate of Registration is suspended by the College of Nurses of Ontario for non-payment of the annual fee, the nurse will be placed on non-disciplinary suspension without pay. If the nurse presents evidence that her or his Certificate of Registration has been reinstated, she or he shall be reinstated to her or his position effective upon presenting such evidence. Failure to provide evidence within 90 calendar days of the nurse being placed on non-disciplinary suspension by the hospital will result in the nurse being deemed to be no longer qualified and the nurse shall be terminated from the employ of the Hospital. Such termination shall not be the subject of a grievance or arbitration.

Where the Hospital uses the College of Nurses of Ontario automated registration process, it is understood that such date may be later than the usual registration date.

ARTICLE 29 MISCELLANEOUS ITEMS (FULL-TIME AND PART-TIME)

29.01 Bulletin Boards

The Hospital agrees to supply bulletin boards in strategic locations for the purpose of posting Union notices pertaining to meetings, conventions and other Union activities. Union notices are to be posted at least seven (7) days prior to the date of the meeting providing the Hospital receives such notices fourteen (14) days prior to such meetings. It is agreed that the bulletin boards shall be locked and the keys shall be in the possession of either the Chief Steward or a designated representative of the Hospital.

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

29.02 Access to Personnel File

Each employee shall have reasonable access to his or her personnel file for the purpose of reviewing any evaluations or formal disciplinary notations contained therein, in the

presence of the Director of Personnel or designate. An employee has the right to request copies of any evaluations on this file.

29.03 Clearing of Record

Any letter of reprimand, suspension or other sanction will be removed from the record of the employee twenty-four months following the receipt of such letter, suspension or other sanction provided that the employee's record has been discipline free for such twenty-four (24) month period. Any discipline involving violence, abuse and/or harassment will remain on the employee's record and *will* not be removed for a forty-eight (48) month period.

29.04 Change of Address

It shall be *the* duty of each employee to notify the Hospital promptly of any changes in their address and telephone *number(s)*. If an employee fails to do so, *the* Hospital will not be responsible *for* failure of any, whether sent by registered mail or otherwise, to reach the employee.

29.05 Communications to Employees

Any such communication given under this Agreement shall be deemed given and received as of the business day following the date of mailing.

ARTICLE 30 – DURATION

30.01 Renewal (Full-time and Part-time)


Notwithstanding the foregoing provisions, in the event the parties to this Agreement agree to negotiate for its renewal through the process of central bargaining, either party to this agreement may give notice to the other of its desire to bargain for amendments on local matters proposed for incorporation in the renewal of this Agreement not earlier than six (6) calendar months nor later than three (3) calendar months prior to the normal termination date of this Agreement. Upon receipt of such notice by one party from the other, both parties will meet within fifteen (15) days thereafter for the purpose of bargaining on local matters. It is understood and agreed that "local matters" means those matters which have been determined by mutual agreement between the Central Negotiating Committee respectively representing each of the parties to this Agreement as being subjects for local bargaining directly between the parties to this Agreement. It is also agreed that the local bargaining shall be subject to such procedures as may be determined by mutual agreement between the Central Negotiating Committees referred to above.


30.02 Term (Full-time and Part-time)


Any Article on Term in the expiring Collective Agreement will continue unchanged under 30.02 except amended to provide for the expiry date of **October 10, 2009**.


DATED AT Toronto, this 1st day of November 2007.

SIGNED ON BEHALF OF THE
UNION

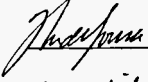





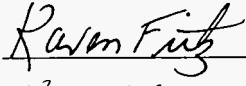


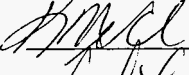


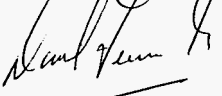
SIGNED ON BEHALF OF THE
HOSPITAL











Appendix 1

Letter of Understanding
(the "LOU")

-Between-

Service Employees International Union, Local 1.0n
(the "Union")

-And-

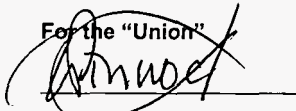
Sunnybrook Health Sciences Centre
(The "Hospital")

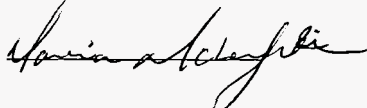
RE: Liability Insurance

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


Signed and dated in Toronto, Ontario this 1st day of November, 2007.


For the "Union"



No. 11111111
David Banta


For the "Hospital"



jagallite
Karon Fritz


David Herman

Appendix 3

Letter of Understanding
(the "LOU")

-Between-

Service Employees International Union, Local 1.0n
(the "Union")

-And-

Sunnybrook Health Sciences Centre
(The "Hospital")

RE: Chief Steward - Monday to Friday Day Shift

The Hospital is prepared to schedule one member of the Union to represent both the Part-time and Full-time employees to work day shift (Monday to Friday). That member is to be the Chief Steward. This provision is to apply for term of office. The Union is to advise the Hospital of the member who is to have this consideration by November of each year.

Signed and dated in Toronto, Ontario this 1st day of November, 2007.

For the "Union"

[Signature]
Maia Orsini
Dan Bate
Manu Misra

For the "Hospital"

[Signature]
[Signature]
[Signature]
[Signature]
[Signature]

Appendix 6

Letter of Understanding
(the "LOU")

-Between-

Service Employees International Union, Local 1.01
(the "Union")

-And-

Sunnybrook Health Sciences Centre
(The "Hospital")

RE: Overtime Lieu Time

For the term of this agreement the parties agree to the following:

1. Where an employee has worked and accumulated approved overtime hours (other than overtime hours related to paid holidays) such employee shall have the option of electing a combination of payments and time off at the applicable overtime rate. Where this option is chosen such time off must be taken within the succeeding four (4) pay periods of the occurrence of the overtime at a time mutually agreeable to the Hospital and the employee, or payment in accordance with 17.02.

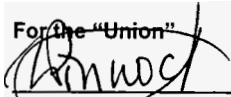
This is not intended to extend a greater or lesser benefit to any employee.

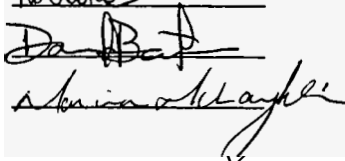
Example: Employee accumulates eight (8) hours of overtime:

- 8 hours of overtime equates to 7½ hours at regular pay and three hours at 1½ times.
- Employee opts for 7½ hours paid (regular rate) time off and three hours paid at time-and-a-half.

Signed and dated in Toronto, Ontario this 1st day of November, 2007.

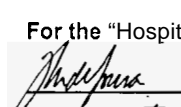
For the "Union"




Dan Burt


Patricia Hynes

For the "Hospital"



Kevin Fung


[unclear]

Appendix 7

Letter of Understanding
(the "LOU")

-Between-

Service Employees International Union, Local 1.0n
(the "Union")

-And-

Sunnybrook Health Sciences Centre
(The "Hospital")

RE: Staff Planning Committee and Charney Board

The parties agree that in the event of a dispute between the parties regarding the implementation of Article 10.01 and 10.04, the matter may be submitted to a Board of Arbitration chaired by one of L. Davie, G. Charney, S. Raymond, F. Briggs or such others as determined by the committee referenced below. The Chair shall be appointed on a rotating basis giving due consideration to availability.

The parties agree that in order to address process and implementation issues regarding the application of Article 10.01 and 10.04, a joint Committee will be established between the Union and the participating hospitals to discuss and reach agreement on improvements to the existing process. In reviewing the existing process the Committee will be giving consideration to the interest of both parties in a timely resolution to disputes.

The Committee will meet within 90 days of ratification to commence discussions and it is understood that the work of the Committee will be completed within 120 days of the ratification date.

Signed and dated in Toronto, Ontario this 1st day of November 2007.

For the "Union"

No. 10000

For the "Hospital"

Appendix 8

Letter of Understanding
(the "LOU")

-Between-

Service Employees International Union, Local 1.0n
(the "Union")

-And-

Sunnybrook Health Sciences Centre
(The "Hospital")

RE: Distribution of Additional Shifts

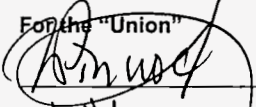
It is the Hospital's intention that additional shifts be distributed in a fair and equitable manner. It is also our intention to be able to get the work done in the most efficient and cost effective way possible. The intent of any system for distribution of additional shifts is not to put the Hospital in a position of paying overtime premium pay.

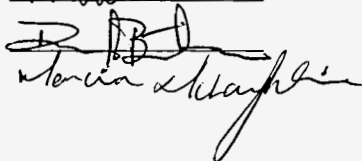
Consequently in order to meet these objectives the distribution of additional work must be fair but also whatever system is in existence must be efficient. The Supervisors and Managers must know who is available to work overtime, and where overtime becomes necessary it will be distributed with consideration given to Full-time employees, then Part-time employees and then casual employees, hired/assigned for that Unit/Department.

We will ensure that each Unit/Department has a system for distributing additional shifts that is written and well known to employees and that reflects both the principle of fairness as well as the principle of efficiency. For clarity, such a system should provide for non-scheduled, *non*-overtime shifts for part-time on a rotating basis, subject to employee availability. In Units/Departments where there is not a developed policy, the Hospital will ensure that there is and these policies are shared with the Union and the employees.

Signed and dated in Toronto, Ontario this 1st day of November 2007.

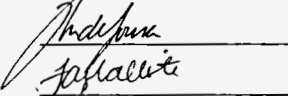
For the "Union"

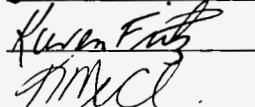


N. Ibice


Victoria Chapman

For the "Hospital"





Karen ...
M.M.C.



Appendix 10

**Letter of Understanding
(the "LOU")**

-Between-

**Service Employees International Union, Local 1.0n
(the "Union")**

-And-

**Sunnybrook Health Sciences Centre
(The "Hospital")**

RE: Extended Shift Arrangements

Extended shifts arrangements of 10-hours and 12-hours may be implemented under the following terms and conditions, subject to the approval of the Hospital.

All eligible regular Full-time and regular Part-time staff on a unit/department affected by the extended shift arrangement will be given an opportunity to vote on the proposed schedule. The parties will jointly supervise such vote, which shall be held by secret ballot. Where 75% of those employees eligible to vote have voted in favour of extended shifts, the new schedule will be implemented on a six-month trial basis and will be reviewed by both parties.

Work Unit and Employees Covered

The extended schedule, once voted in by employees, shall apply to all employees within the unit/department.

Probation

It is understood that a new employee working extended shifts will be considered on probation until he/she has completed three hundred and thirty-seven point five (337.5) hours of work (45 x 7.5 hours = 337.5). In all other respects the terms of probation will be in accordance with the collective agreement.

Scheduling Objectives

The Hospital will endeavour to achieve the following objectives in the preparation of work schedules for extended shifts although the Union recognizes that economy and efficiency in the operation of the Hospital are primary objectives of scheduling:

1. The hospital shall post schedules of work no less than four (4) weeks and

preferably six (6) weeks in advance of the commencement of the schedule;

2. Twelve (12) consecutive hours off between shift changes, except by mutual agreement between the Department Head or his/her designate and the employee;
3. Scheduled to work no more than four (4) consecutive extended shifts, except by mutual agreement between the Department Head or his/her designate and the employee;
4. Two (2) weekends off in every 4 consecutive weekend periods, except by mutual agreement between the Department Head or his/her designate and the employee.
5. Two (2) consecutive days off.

Overtime

Overtime shall be defined as being all hours worked in excess of the normal or standard extended workday, either ten (10) or twelve (12) hours, or seventy-five (75) hours over a two-week period.

Rest and Meal Periods

Employees shall be entitled to a fifteen (15) minute rest period for each three and three-quarter (3.75) hours of work, without reduction in pay or without increasing the regular working hours, subject to the demands of patient care or department/unit staffing requirements.

Employees shall be entitled to an unpaid meal period of forty-five (45) minutes for twelve (12) hour shifts and thirty-seven and one-half (37½) minutes for ten (10) hour shifts.

Sick Leave and Long-Term Disability

An employee will be credited from his/her sick leave bank for pay purposes on an hour-for-hour basis according to the scheduled shifts missed due to sickness absence. All other provisions of the existing plans shall be maintained.

Paid Holidays (Applicable to Full-time Employees Only)

Holiday pay will be computed on the basis of the employee's regular straight time hourly rate of pay times seven and one-half (7-1/2) hours.

An employee required to work on a designated statutory holiday shall be paid at the rate of time and one-half (1 1/2) his regular straight time rate of pay for all hours worked on such holiday (0001h to 2400h of the holiday). In addition, he will receive a lieu day off with pay in the amount of his regular straight time hourly rate of pay times seven and one-half (7 1/2) hours.

Vacation

Where a Full-time employee is taking one week (or multiples of one week) of vacation at a time, vacation entitlement as set out in the collective agreement will be converted to hours on the basis of the employee's normal work week.

Where a Part-time employee is taking one week (or multiples of one week) of vacation at a time, it is understood that such time will be taken in weekly increments and not subject to hourly conversion.

Termination of Extended Hours Arrangement

An extended hours arrangement may be terminated where 75% of those employees eligible to vote have voted for termination of the arrangement and notify the employer in writing, or by the employer in writing to the union and the employees affected. The extended hours arrangement will cease within six (6) weeks of such proper notice.

Signed and dated in Toronto, Ontario this 1st day of November, 2007.

For the "Union"

[Signature]
Noelito
Dany Banta
Marcia Delacruz

For the "Hospital"

[Signature]
Jacqueline
Raven Fats
[Signature]
David Norman

Appendix 11

**Letter of Understanding
(the "LOU")**

-Between-

**Service Employees International Union, Local 1.0n
(the "Union")**

-And-

**Sunnybrook Health Sciences Centre
(The "Hospital")**

RE: Wage Harmonization and Pay Equity Process

This letter of understanding addresses the understanding of the parties with respect to the process to administer to the harmonization of wage rates and the legislative requirement for a Pay Equity Plan:

1. The parties will establish two committees: a Steering Committee and a Working Committee both with equal membership.
2. The Steering Committee shall be comprised of two senior Union and Human Resources representatives to be designated by the respective parties. It will be the role of the Steering Committee to draft the terms of reference for the Working Committee and to endeavour to resolve any questions, issues or differences, through consensus, that may arise at the Working committee level.
3. The parties agree to utilize the same job evaluation tool for both wage harmonization and pay equity. The Working Committee may determine that a job evaluation tool **is** not necessary for purposes of wage harmonization; however, if the parties decide that such a tool is necessary, they agree to select and utilize the same tool for the harmonization and pay equity process.
4. The Working Committee shall identify the same or similar job classifications between campuses. It is agreed that the hourly wage rate for the combined same/similar job classification shall be increased to the highest rate.
5. Failing mutual agreement between the parties, the matter in dispute shall be submitted to a mutually agreed upon Arbitrator. Upon mutual agreement, the parties may agree to a sole arbitrator or a sole arbitrator who shall proceed by way of mediation-arbitration.

6. The implementation of new wage rate shall be implemented no later than two (2) pay periods following completion of the harmonization and pay equity process. Any retroactive pay shall be paid out as early as possible, retroactive to December 20, 2001.
7. The parties may determine that the Pay Equity Plan for Service may be done in parallel with the Office and Clerical Plan.

Signed and dated in Toronto, Ontario this 1st day of November, 2007.

For the "Union"
[Signature]
N. Libico
[Signature]
[Signature]

For the "Hospital"
[Signature]
[Signature]
Raven Futz
[Signature]
[Signature]

Appendix 13

Letter of Understanding
(the "LOU")

-Between-

Service Employees International Union, Local 1.0n
(the "Union")

-And-

Sunnybrook Health Sciences Centre
(The "Hospital")

RE: Maintenance of Lead Hand Premium at the Holland Centre Campus

This letter of understanding shall apply only to the following employees, and only while they remain employed as "Lead Hands" at the Orthopaedic and Arthritic campus and represented by the SEIU Service union:

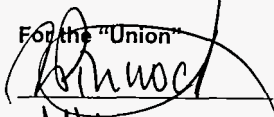
James MacDonald

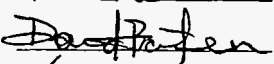
It is agreed that the above employees shall lose all entitlements under this letter of understanding, and shall be removed from this list, when they transfer or are transferred out of their current position at the O&A campus.

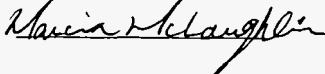
The employees listed above shall be grandfathered in their current job classification and wage rate (with negotiated increases), and continue to receive the \$175.00 monthly premium for performing "Lead Hand" duties and responsibilities.

Signed and dated in Toronto, Ontario this 1st day of November 2007

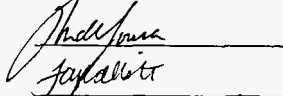
For the "Union"

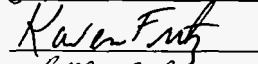


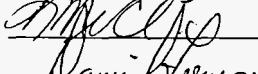
No. 1000





For the "Hospital"









Appendix 14

**Letter of Understanding
(the "LOU")**

-Between-

**Service Employees International Union, Local 1.0n
(the "Union")**

-And-

**Sunnybrook Health Sciences Centre
(The "Hospital")**

RE: Professional Responsibility – Workload Review Form

Employee to complete every section

Date/Time of Occurrence _____

Date Form Submitted to Employer _____

Site/Location _____

Department/Unit _____

Type of Work Being Performed

Number of Staff on Duty _____

Usual Number of Staff on Duty _____

I/We the undersigned, believe that I was/we were given an assignment that was excessive or inconsistent with quality patient care and/or created an unsafe working environment for the following reasons. (Provide brief description of problem/assignment below):

To correct this problem, I/we recommended:

Name/Title of Immediate Supervisor Notified

Date/Time of Notification

Response

Signature of Employee(s) & Printed Name(s) on Line Below:

I/we do not agree with the resolution of my concern.



Appendix 15

Letter of Understanding
(the "LOU")

-Between-

Service Employees International Union, Local 1.0n
(the "Union")

-And-

Sunnybrook Health Sciences Centre
(The "Hospital")

RE: Joint Benefits Review Committee

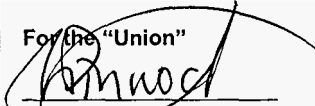
The central parties agree to meet in a joint committee to be established pursuant to this letter of intent. The committee will meet to discuss the following:

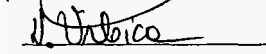
- Topic of and make recommendations regarding modified work and HOODIP within a 6-month period;
- Entitlement and costs associated with the insured benefit coverage provided to active and retired employees; and
- Where possible, review and evaluate the findings of other committees established to discuss benefits.

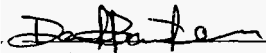
The Committee will make recommendations to their respective Central Bargaining Teams prior to the commencement of the next round of bargaining.

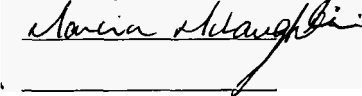
Signed and dated in Toronto, Ontario this 1st day of November, 2007.

For the "Union"







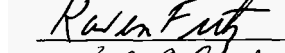


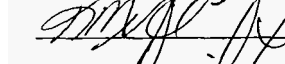


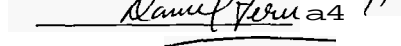
For the "Hospital"











Appendix 16

Letter of Understanding
(the "LOU")

-Between-

Service Employees International Union, Local 1.0n
(the "Union")

-And-

Sunnybrook Health Sciences Centre
(The "Hospital")

RE: Standardization Committee

The central parties agree to establish a committee that will meet and confirm the contents of a standard format within 90 days of ratification. Where the parties are unable to reach agreement on any issue regarding standardization, the parties shall seek the assistance of a mediator.

Signed and dated in Toronto, Ontario this 1st day of November, 2007.

For the "Union"
[Signature]
N. Ibrica
[Signature]
Moriah Stanger

For the "Hospital"
[Signature]
Johanna
[Signature]
Karon Fitch
[Signature]
Daniel Lerman

Appendix 17

**Letter of Understanding
(the "LOU")**

-Between-

**Service Employees International Union, Local 1.0n
(the "Union")**

-And-

**Sunnybrook Health Sciences Centre
(The "Hospital")**

RE: Letter of Understanding Re: Transformation in Health Care

Full-time and Part-time

Seniority Recognition

Without prejudice to the Union's or Hospitals' rights under the collective agreement or the Labour Relations Act, the parties agree that non-unionized employees who are affected (via relocation/transfer*) shall, when entering the bargaining unit, be afforded seniority and service in accordance with the anniversary of their date of hire (or hours worked) from their original Hospital. Such anniversary date shall be calculated in accordance with the relevant provisions of the relevant collective agreement.

Right to Return or Transfer

Employees who are relocated/transferred* to another employer by the Hospital will retain their seniority and service at their original hospital for a 24-month period.

Without prejudice to the Union's or Hospitals' rights under the collective agreement or the Labour Relations Act, employees relocated/transferred* shall have the right to post for vacancies that arise, prior to or subsequent to the relocation/transfer*, at their originating Hospital for that 24 month period.

If they are the successful applicant, they will return to the employ of the Hospital with seniority accrued and service intact but not accrued, for the period that the employee was relocated/transferred* to another employer.

*Pursuant to a "Sale of Business" under Section 69 of the Labour Relations Act, 1995, as it may be amended from time to time.

Signed and dated in Toronto, Ontario this 1st day of November 2007.

For the "Union"

[Signature]
N. Tobias
[Signature]
Stacia K. Kuylen

For the "Hospital"

[Signature]
[Signature]
Karen Fitz
[Signature]
Daniel [Signature]

Appendix 18

Letter of Understanding
(the "LOU")

-Between-

Service Employees International Union, Local 1.0n
(the "Union")

-And-

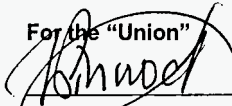
Sunnybrook Health Sciences Centre
(The "Hospital")

Re: Local Health Integration Networks


The parties agree that any LHIN initiative that will have a direct impact on the members of the bargaining unit may be raised through the Staff Planning committee, in accordance with Article 10.

Signed and dated in Toronto, Ontario this 1st day of November, 2007.

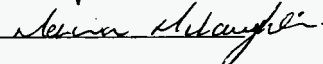
For the "Union"



Nathalia




David Banta

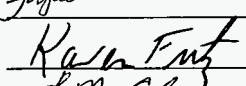


Maria M. Langley

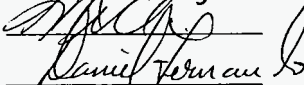
For the "Hospital"



Phillip



Karen Fung



Daniel

Appendix 19

Letter of Understanding
(the "LOU")

-Between-

Service Employees International Union, Local 1.0n
(the "Union")

-And-

Sunnybrook Health Sciences Centre
(The "Hospital")

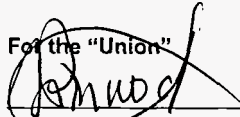
Re: Voluntary Part-time Benefits

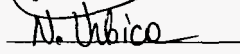
If the local parties agree, the Hospital will provide part-time employees with the option of voluntary participation in any and all of the group health and welfare benefit programs set out in Article 22.01. It is understood and agreed that the part-time employees would pay the Employer the full amount of the monthly premiums, in advance.


Note: Part-time voluntary benefits are not arbitrable in local negotiations.

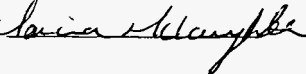
Signed and dated in Toronto, Ontario this 1st day of November, 2007.

For the "Union"




Arnold



N. Ibico


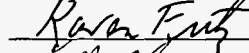
David Bantle



Larina Klumpke

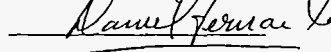
For the "Hospital"



Phillipina


Jafallito


Karen Frit


M. J. P.


Daniel Ferrer

Appendix 20

**Letter of Understanding
(the "LOU")**

-Between-

**Service Employees International Union, Local 1.0n
(the "Union")**

-And-

**Sunnybrook Health Sciences Centre
(The "Hospital")**

Re: Joint Nursing Initiatives Council

The parties agree to form a joint provincial nursing initiatives council. The nursing council will be composed of representatives of the Service Employees International Union Local 1.0n and the Participating Hospitals and Ontario Hospital Association. The nursing council will make its decisions by consensus.

The Committee will consist of three members from each party (not including staff members). The cost to participate in this Committee will be at the expense of the respective parties.

The mandate of the nursing initiatives council will be:

- To promote the full scope of practice for RPNs, and assess the current and potential economic efficiencies with a commitment to provide the highest standards of quality patient care.*
- To have meaningful consultation regarding RPN/RN ratios as it relates to skill mix in the best interest of patient care.*
- To promote and expand nursing education and life long learning as it relates to the College of Nurses of Ontario professional standard.*
- To provide information and support of RPNs through open communication.*

The nursing initiatives council will:

- Meet within 90 days following ratification of the Memorandum of Settlement.*
- Seek advice and participation from such professional practice researchers and others (e.g. College of Nurses) as the Nursing council deems appropriate.*

- Identify resources required by the nursing council to carry out the mandate including exploring jointly any funding required for these resources.
- The nursing council will be c-chaired by a hospital representative and a representative from SEIU.
- The nursing council recommendations will be presented in the form of a report to the participating hospitals and SEIU Local 1 on RPN division.
- The final recommendations from the joint nursing council will be presented to the Participating Hospitals.
- Nothing in this Letter of Understanding should be construed as precluding the local parties from entering into discussions with respect to RPN concerns and initiatives.

Signed and dated in Toronto, Ontario this 1st day of November 2007.

For the "Union"

[Signature]
Althico
David Bant
Christina Stangli

For the "Hospital"

[Signature]
[Signature]
Karen Fung
[Signature]
[Signature]

Appendix 21

**Letter of Understanding
(the "LOU")**

-Between-

**Service Employees International Union, Local 1.0n
(the "Union")**

-And-

**Sunnybrook Health Sciences Centre
(The "Hospital")**

Re: Joint Health and Safety Initiatives Council

In recognition of the shared interest by Hospitals and SEIU in employee health, safety and wellness, the parties will establish a Joint Council to gather information, discuss and make recommendations on the health, safety and wellness of SEIU represented employees in the workplace. The council will be comprised of equal representation from the OHA and SEIU.

The parties will invest in this Council the authority and, on a cost shared basis, the funds it needs to fulfil its mandate. Specifically, the mandate of the Council may include, but is not limited to, the following:

- *The council will identify, gather and analyze the information they require to discuss the health and safety risks to employees in the workplace, which may include the commissioning of a study.*
- *The use of experts in employee health, safety and wellness, if required.*
- *Make recommendations to the OHA's Health and Safety Advisory Committee on industry health and safety initiatives (e.g. training programs, best practices, etc...).*
- *For the purposes of this council, items may include, but are not limited to, discussions on promoting and maintaining healthy workplace initiatives, healthy lifestyles, ergonomics, and early/safe return to work.*
- *The Council will consist of two members from each party (not including staff members) for a total of four members and will meet on a quarterly basis.*
- *The parties agree that the Union members on the committee shall suffer no loss of earnings for time spent during their regularly scheduled working hours in attending meetings.*

The parties will meet within 90 days of the ratification of the Memorandum of Settlement to agree on the work of the Council, including costs, and other items as deemed appropriate.

Signed and dated in Toronto, Ontario this 1st day of November, 2007.

For the "Union"

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For the "Hospital"

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Appendix 22

Letter of Understanding
(the "LOU")

-Between-

Service Employees International Union, Local 1.0n
(the "Union")

-And-

Sunnybrook Health Sciences Centre
(The "Hospital")

Re: Innovative/Flexible Scheduling

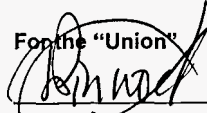
Where the local parties agree, arrangements regarding innovative/flexible scheduling may be entered into between the parties at the local level.

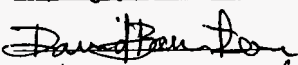
Such innovative schedules may be subject to the following principles:

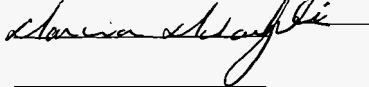
- (a) These schedules may pertain to full-time and/or part-time employees.
- (b) Such arrangements shall be established by mutual agreement between the Hospital and the Union.

Signed and dated in Toronto, Ontario this 5th of November, 2007.


For the "Union"

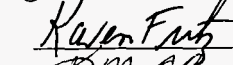


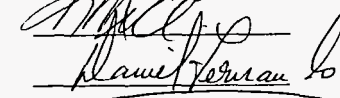
N. Thibice




For the "Hospital"



Pauline Zyzanski




Daniel Ferraro

Appendix 23

**Letter of Understanding
(the "LOU")**

-Between-

**Service Employees International Union, Local 1.0n
(the "Union")**

-And-

**Sunnybrook Health Sciences Centre
(The "Hospital")**

RE: Animal Attendant Job Classification – Labour Market Adjustment (LMA)

Whereas the Parties have entered into discussions regarding recruitment and retention difficulties of the Animal Attendant job classification of the Comparative Research Department, Research Administration:

And whereas the Parties are mutually desirous of ensuring a consistent workforce in the aforementioned job classification and department;

And whereas the Parties to this agreement are specifically addressing the employees, current and future, in the aforementioned job classification and department:

Therefore the Parties agree, without prejudice and precedent to any other matters that may arise between the Parties, as follows:

- 1. Effective on the date of ratification, incumbents on active status in the Animal Attendant job classification will receive a LMA of \$2.50 per hour for actual hours worked only, which payment will be subject to normal and customary statutory deductions and will be pensionable.*
- 2. The applicable LMA will be paid in a lump sum amount about the first pay periods of July and December.*
- 3. Any employee who should leave the employment of the hospital for any reason will forfeit any accrued LMA entitlements.*

This letter of understanding may be discontinued by the Hospital on four (4) weeks notice to the union, which decision and discontinuance will not be the subject of a grievance or arbitration.

Signed and dated in Toronto, Ontario this 1st day of November, 2007.

For the "Union"

[Signature]
N. Moico
[Signature]
Karin McLaughlin

For the "Hospital"

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[Signature]
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Position	Site	EffDate	Step1	Step2	Step3	Step4	Step5	Step6	Step7	Step 18 (Pending Rate)
Cleaner II OC07	HOAC	11-Oct-06	\$16,934	\$17,654	\$18,373					
		11-Oct-07	\$17,442	\$18,184	\$18,924					
		11-Oct-08	\$17,896	\$18,656	\$19,416					
Cleaner I OC07	HOAC	11-Oct-06	\$16,934	\$17,654	\$18,373					
		11-Oct-07	\$17,442	\$18,184	\$18,924					
		11-Oct-08	\$17,896	\$18,656	\$19,416					
Cook/Baker OC17	HOAC	11-Oct-06	\$17,724	\$18,810	\$19,942	\$21,063				
		11-Oct-07	\$18,256	\$19,374	\$20,540	\$21,695				
		11-Oct-08	\$18,730	\$19,878	\$21,074	\$22,259				
Dietary Aide OC16	HOAC	11-Oct-06	\$16,462	\$16,969	\$17,453	\$17,949				
		11-Oct-07	\$16,956	\$17,478	\$17,977	\$18,487				
		11-Oct-08	\$17,397	\$17,932	\$18,444	\$18,968				
Environmental Services Coordinator OC08	HOAC	11-Oct-06	\$21,276							
		11-Oct-07	\$21,914							
		11-Oct-08	\$22,484							
Food Production Coordinator OC13	HOAC	11-Oct-06	\$25,005	\$25,607	\$26,610	\$27,566				
		11-Oct-07	\$25,755	\$26,375	\$27,408	\$28,393				
		11-Oct-08	\$26,425	\$27,061	\$28,121	\$29,131				
Food Service Technician OC15	HOAC	11-Oct-06	\$19,388	\$20,533	\$21,666	\$22,775				
		11-Oct-07	\$19,970	\$21,149	\$22,316	\$23,458				
		11-Oct-08	\$20,489	\$21,699	\$22,896	\$24,068				
Linen/Laundry Aides OC09	HOAC	11-Oct-06	\$16,438	\$16,969	\$17,453	\$17,949				
		11-Oct-07	\$16,931	\$17,478	\$17,977	\$18,487				
		11-Oct-08	\$17,371	\$17,932	\$18,444	\$18,968				

Position	Site	EffDate	Step 1	Step 2	Step3	Step4	Step 5	Step6	Step7	Step 18 (Pending Rate)
Mail Person/Receiver OC04	HOAC	11-Oct-06	\$17,347	\$18,007	\$18,775					
		11-Oct-07	\$17,867	\$18,547	\$19,338					
		11-Oct-08	\$18,332	\$19,029	\$19,841					
Maintenance Mechanic OC11	HOAC	11-Oct-06	\$21,205	\$22,031						
		11-Oct-07	\$21,841	\$22,692						
		11-Oct-08	\$22,409	\$23,282						
Medical Equipment Technician+Lead Hand OC12	HOAC	11-Oct-06	\$23,365	\$24,486						
		11-Oct-07	\$24,066	\$25,221						
		11-Oct-08	\$24,692	\$25,876						
O.R. Cleaner II OC07	HOAC	11-Oct-06	\$16,934	\$17,654	\$18,373					
		11-Oct-07	\$17,442	\$18,184	\$18,924					
		11-Oct-08	\$17,896	\$18,656	\$19,416					
O.R. Cleaner I OC07	HOAC	11-Oct-06	\$16,934	\$17,654	\$18,373					
		11-Oct-07	\$17,442	\$18,184	\$18,924					
		11-Oct-08	\$17,896	\$18,656	\$19,416					
O.R. Technician OC21	HOAC	11-Oct-06	\$17,606	\$18,409	\$19,140	\$19,884				
		11-Oct-07	\$18,134	\$18,961	\$19,714	\$20,481				
		11-Oct-08	\$18,606	\$19,454	\$20,227	\$21,013				
Plumber/Elect/HVAC Technician OC10	HOAC	11-Oct-06	\$23,483	\$24,486						
		11-Oct-07	\$24,187	\$25,221						
		11-Oct-08	\$24,816	\$25,876						
Porter/Dishwasher OC18	HOAC	11-Oct-06	\$16,368	\$17,111	\$17,831					
		11-Oct-07	\$16,859	\$17,624	\$18,366					
		11-Oct-08	\$17,297	\$18,083	\$18,843					

Position	Site	EffDate	Step 1	Step2	Step3	Step4	Step 5	Step6	Step7	Step 18 (Pending Rate)
Receiver/Assistant Storesperson OC03	HOAC	11-Oct-06	\$18,916	\$19,589	\$20,368	\$21,336				
		11-Oct-07	\$19,483	\$20,177	\$20,979	\$21,976				
		11-Oct-08	\$19,990	\$20,701	\$21,524	\$22,547				
Sr. Dietary Aide OC14	HOAC	11-Oct-06	\$17,240	\$17,666	\$18,138	\$18,586				
		11-Oct-07	\$17,757	\$18,196	\$18,682	\$19,144				
		11-Oct-08	\$18,219	\$18,669	\$19,168	\$19,641				
Sr. SPD Technician OC05	HOAC	11-Oct-06	\$18,610	\$19,601	\$20,580	\$21,571				
		11-Oct-07	\$19,168	\$20,189	\$21,197	\$22,218				
		11-Oct-08	\$19,667	\$20,714	\$21,749	\$22,796				
Storeperson+LeadHand OC02	HOAC	11-Oct-06	\$19,164	\$20,651	\$22,220	\$23,789				
		11-Oct-07	\$19,739	\$21,271	\$22,887	\$24,503				
		11-Oct-08	\$20,252	\$21,824	\$23,482	\$25,140				
Technician Ortho Equipment OC01	HOAC	11-Oct-06	\$17,831	\$18,172	\$19,117	\$19,565				
		11-Oct-07	\$18,366	\$18,717	\$19,691	\$20,152				
		11-Oct-08	\$18,843	\$19,204	\$20,202	\$20,676				
Technician SPD OC06	HOAC	11-Oct-06	\$16,816	\$17,465	\$18,138	\$18,964				
		11-Oct-07	\$17,320	\$17,989	\$18,682	\$19,533				
		11-Oct-08	\$17,771	\$18,457	\$19,168	\$20,041				
Unit Assistant OC20	HOAC	11-Oct-06	\$17,441	\$17,877	\$18,373					
		11-Oct-07	\$17,964	\$18,413	\$18,924					
		11-Oct-08	\$18,431	\$18,892	\$19,416					
Activity Aide NG15	SB	11-Oct-06	\$17,507	\$17,642	\$17,773					
		11-Oct-07	\$18,032	\$18,171	\$18,306					
		11-Oct-08	\$18,501	\$18,644	\$18,782					

Position	Site	EffDate	Step1	Step2	Step3	Step4	Step5	Step6	Step7	Step 18 (Pending Rate)
Adolescent Worker NG13	SB	11-Oct-06	\$20.626	\$20.689	\$21.005					
		11-Oct-07	\$21.245	\$21.310	\$21.635					
		11-Oct-08	\$21.797	\$21.864	\$22.198					
Aide - Housekeeping HK01	SB	11-Oct-06	\$18.415	\$18.551	\$18.681					
		11-Oct-07	\$18.967	\$19.108	\$19.241					
		11-Oct-08	\$19.461	\$19.604	\$19.742					
Aide - Nutrition NR06	SB	11-Oct-06	\$18.415	\$18.551	\$18.682					
		11-Oct-07	\$18.967	\$19.108	\$19.242					
		11-Oct-08	\$19.461	\$19.604	\$19.743					
Animal Facility Attendant 1 AF02	SB	11-Oct-06	\$18.196	\$18.438	\$18.681					
		11-Oct-07	\$18.742	\$18.991	\$19.241					
		11-Oct-08	\$19.229	\$19.485	\$19.742					
Animal Facility Attendant 2 AF01	SB	11-Oct-06	\$18.865	\$19.046	\$19.230					
		11-Oct-07	\$19.431	\$19.617	\$19.807					
		11-Oct-08	\$19.936	\$20.127	\$20.322					
Attendant - Nursing NG01	SB	11-Oct-06	\$18.438	\$18.682	\$18.923					
		11-Oct-07	\$18.991	\$19.242	\$19.491					
		11-Oct-08	\$19.485	\$19.743	\$19.997					
Autopsy Room Technician LB04	SB	11-Oct-06	\$19.847	\$19.979	\$20.104	\$20.363				
		11-Oct-07	\$20.442	\$20.578	\$20.707	\$20.974				
		11-Oct-08	\$20.974	\$21.113	\$21.246	\$21.519				
Carpenter MA01	SB	11-Oct-06	\$23.578	\$24.097						
		11-Oct-07	\$24.285	\$24.820						
		11-Oct-08	\$24.917	\$25.465						

Position	Site	EffDate	Step 1	St p 2	St p 3	St p 4	St p 5	St p 6	St p 7	Step 18 (Pending Rate)
Cleaner - Housekeeping HK02	SB	11-Oct-06	\$18,197	\$18,438	\$18,681					
		11-Oct-07	\$18,743	\$18,991	\$19,241					
		11-Oct-08	\$19,230	\$19,485	\$19,742					
Cleaner - Nutrition NR02	SB	11-Oct-06	\$18,197	\$18,438	\$18,682					
		11-Oct-07	\$18,743	\$18,991	\$19,242					
		11-Oct-08	\$19,230	\$19,485	\$19,743					
Electrician MA02	SB	11-Oct-06	\$24,063	\$24,579						
		11-Oct-07	\$24,785	\$25,316						
		11-Oct-08	\$25,429	\$25,975						
Environmental Services Partner HK02	SB	11-Oct-06	\$18,197	\$18,438	\$18,681					
		11-Oct-07	\$18,743	\$18,991	\$19,241					
		11-Oct-08	\$19,230	\$19,485	\$19,742					
Gardener MA10	SB	11-Oct-06	\$19,757	\$20,016	\$20,271					
		11-Oct-07	\$20,350	\$20,616	\$20,879					
		11-Oct-08	\$20,879	\$21,153	\$21,422					
Gardener - Groundsman MA11	SB	11-Oct-06	\$19,287	\$19,535	\$19,783					
		11-Oct-07	\$19,866	\$20,121	\$20,376					
		11-Oct-08	\$20,382	\$20,644	\$20,906					
Groundsman MA12	CD	11-Oct-06	\$18,850	\$19,099	\$19,343					
		11-Oct-07	\$19,416	\$19,672	\$19,923					
		11-Oct-08	\$19,920	\$20,183	\$20,441					
I.V. Technician (R.P.N.)* TN04	SB	11-Oct-06	\$24,201	\$24,380	\$24,579					
		11-Oct-07	\$24,927	\$25,111	\$25,316					
		11-Oct-08	\$25,575	\$25,764	\$25,975					

Position	Site	EffDate	Step1	Step2	Step3	Step4	Step5	Step6	Step7	Step 18 (Pending Rate)
I.V. Technician TN05	SB	11-Oct-06	\$19.047	\$19.169	\$19.294					
		11-Oct-07	\$19.618	\$19.744	\$19.873					
		11-Oct-08	\$20.128	\$20.257	\$20.390					
Laboratory Helper LB02	SB	11-Oct-06	\$18.197	\$18.438	\$18.682					
		11-Oct-07	\$18.743	\$18.991	\$19.242					
		11-Oct-08	\$19.230	\$19.485	\$19.743					
Laundry Helper1 LH01	SB	11-Oct-06	\$18.414	\$18.551	\$18.682					
		11-Oct-07	\$18.966	\$19.108	\$19.242					
		11-Oct-08	\$19.460	\$19.604	\$19.743					
Laundry Helper 2 LH02	SB	11-Oct-06	\$18.682	\$18.877	\$19.075					
		11-Oct-07	\$19.242	\$19.443	\$19.647					
		11-Oct-08	\$19.743	\$19.949	\$20.158					
Maintenance Helper MM09	SB	11-Oct-06	\$18.997	\$19.243	\$19.490					
		11-Oct-07	\$19.567	\$19.820	\$20.075					
		11-Oct-08	\$20.076	\$20.336	\$20.597					
Maintenance Mechanic MM07	SB	11-Oct-06	\$19.327	\$19.580	\$19.825					
		11-Oct-07	\$19.907	\$20.167	\$20.420					
		11-Oct-08	\$20.424	\$20.692	\$20.951					
Material Handier1 MM03	SB	11-Oct-06	\$18.197	\$18.438	\$18.682					
		11-Oct-07	\$18.743	\$18.991	\$19.242					
		11-Oct-08	\$19.230	\$19.485	\$19.743					
Material Handler1(Garbage \$15 Mth) MM3A	SB	11-Oct-06	\$18.317	\$18.558	\$18.802					
		11-Oct-07	\$18.867	\$19.115	\$19.366					
		11-Oct-08	\$19.357	\$19.612	\$19.870					

Position	Site	EffDate	Step 1	Step2	Step3	Step4	Step 5	Step6	Step7	Step 18 (Pending Rate)
Nursing Orderly NG04	SB	11-Oct-06	\$19,047	\$19,169	\$19,294					
		11-Oct-07	\$19,618	\$19,744	\$19,873					
		11-Oct-08	\$20,128	\$20,257	\$20,390					
Occupational Therapy Assistant RM08	SB	11-Oct-06	\$21,717	\$21,848	\$21,976					
		11-Oct-07	\$22,369	\$22,503	\$22,635					
		11-Oct-08	\$22,950	\$23,089	\$23,224					
O.R. Technician TN02	SB	11-Oct-06	\$24,194	\$24,376	\$24,579					
		11-Oct-07	\$24,920	\$25,107	\$25,316					
		11-Oct-08	\$25,568	\$25,760	\$25,975					
Painter MA03	SB	11-Oct-06	\$22,203	\$22,718						
		11-Oct-07	\$22,869	\$23,400						
		11-Oct-08	\$23,464	\$24,008						
Patient Service Associate NG14	SB	11-Oct-06	\$18,488	\$18,741	\$18,984	\$19,228				
		11-Oct-07	\$19,053	\$19,303	\$19,554	\$19,805				
		11-Oct-08	\$19,548	\$19,805	\$20,062	\$20,320				
Physiotherapy Assistant RM09	SB	11-Oct-06	\$21,796	\$22,504	\$23,205	\$23,911	\$24,687	\$25,432	\$26,144	
		11-Oct-07	\$22,450	\$23,179	\$23,901	\$24,628	\$25,428	\$26,195	\$26,928	
		11-Oct-08	\$23,034	\$23,782	\$24,523	\$25,269	\$26,089	\$26,876	\$27,628	
Plasterer MA04	SB	11-Oct-06	\$22,835	\$23,355						
		11-Oct-07	\$23,520	\$24,056						
		11-Oct-08	\$24,132	\$24,681						
Plaster Technician TN03	SB	11-Oct-06	\$19,551	\$19,732	\$19,935					
		11-Oct-07	\$20,138	\$20,324	\$20,533					
		11-Oct-08	\$20,661	\$20,852	\$21,067					

Position	Site	EffDate	Step 1	Step2	Step3	Step4	Step 5	Step6	Step7	Step 18 (Pending Rate)
Plaster Technician (Certified) TN3A	SB	11-Oct-06	\$20.621	\$20.800	\$21.005					
		11-Oct-07	\$21.240	\$21.424	\$21.635					
		11-Oct-08	\$21.792	\$21.981	\$22.198					
Plumber MA05	SB	11-Oct-06	\$24.063	\$24.579						
		11-Oct-07	\$24.785	\$25.316						
		11-Oct-08	\$25.429	\$25.975						
Porter-Physio RM03	SB	11-Oct-06	\$18.438	\$18.682	\$18.923					
		11-Oct-07	\$18.991	\$19.242	\$19.491					
		11-Oct-08	\$19.485	\$19.743	\$19.997					
Porter X-Ray LB05	SB	11-Oct-06	\$18.438	\$18.682	\$18.923					
		11-Oct-07	\$18.991	\$19.242	\$19.491					
		11-Oct-08	\$19.485	\$19.743	\$19.997					
Print Machine Helper MM06	SB	11-Oct-06	\$18.380	\$18.623	\$18.865					
		11-Oct-07	\$18.931	\$19.182	\$19.431					
		11-Oct-08	\$19.424	\$19.680	\$19.936					
Print Machine Operator MM05	SB	11-Oct-06	\$18.986	\$19.230	\$19.480					
		11-Oct-07	\$19.556	\$19.807	\$20.064					
		11-Oct-08	\$20.064	\$20.322	\$20.586					
Registered Practical Nurse' NG06	SB	11-Oct-06	\$24.201	\$24.380	\$24.579					\$21.781
		11-Oct-07	\$24.927	\$25.111	\$25.316					\$22.434
		11-Oct-08	\$25.575	\$25.764	\$25.975					\$23.018
Registered Orthopaedic Technologist TN3B	SB	11-Oct-06	\$24.201	\$24.380	\$24.578					
		11-Oct-07	\$24.927	\$25.111	\$25.315					
		11-Oct-08	\$25.575	\$25.764	\$25.974					

Position	Site	EffDate	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 18 (Pending Rate)
Rehabilitation Aide RM07	SB	11-Oct-06	\$19,047	\$19,169	\$19,294					
		11-Oct-07	\$19,618	\$19,744	\$19,873					
		11-Oct-08	\$20,128	\$20,257	\$20,390					
Respiratory Therapy Assistant TN01	SB	11-Oct-06	\$20,116	\$20,292	\$20,493					
		11-Oct-07	\$20,719	\$20,901	\$21,108					
		11-Oct-08	\$21,258	\$21,444	\$21,657					
Respiratory Attendant MM02	SB	11-Oct-06	\$18,438	\$18,682	\$18,923					
		11-Oct-07	\$18,991	\$19,242	\$19,491					
		11-Oct-08	\$19,485	\$19,743	\$19,997					
RPC - Technician 1 TN06	SB	11-Oct-06	\$18,993	\$19,238	\$19,487					
		11-Oct-07	\$19,563	\$19,815	\$20,072					
		11-Oct-08	\$20,071	\$20,330	\$20,593					
RPC - Technician 2 TN07	SB	11-Oct-06	\$20,113	\$20,391	\$20,590					
		11-Oct-07	\$20,619	\$21,003	\$21,208					
		11-Oct-08	\$21,161	\$21,549	\$21,759					
Steamfitter MA06	SB	11-Oct-06	\$24,063	\$24,579						
		11-Oct-07	\$24,785	\$25,316						
		11-Oct-08	\$25,429	\$25,975						
S.S.R. Attendant MM01	SB	11-Oct-06	\$18,438	\$18,682	\$18,923					
		11-Oct-07	\$18,991	\$19,242	\$19,491					
		11-Oct-08	\$19,485	\$19,743	\$19,997					
Sr. Urology Technician NG08	SB	11-Oct-06	\$20,856	\$20,985	\$21,115					
		11-Oct-07	\$21,482	\$21,615	\$21,748					
		11-Oct-08	\$22,040	\$22,177	\$22,314					

Position	Site	EffDate	Step 1	Step2	Step3	Step4	Step5	Step6	Step7	Step 18 (Pending Rate)
Storeman 1 - Materials Management MM08	SB	11-Oct-06	\$18,380	\$18,623	\$18,865					
		11-Oct-07	\$18,931	\$19,182	\$19,431					
		11-Oct-08	\$19,424	\$19,680	\$19,936					
Storeman 2 - Materials Management MM09	SB	11-Oct-06	\$18,997	\$19,243	\$19,490					
		11-Oct-07	\$19,567	\$19,820	\$20,075					
		11-Oct-08	\$20,076	\$20,336	\$20,597					
Storeman 2- Nutrition NR09	SB	11-Oct-06	\$18,997	\$19,243	\$19,490					
		11-Oct-07	\$19,567	\$19,820	\$20,075					
		11-Oct-08	\$20,076	\$20,336	\$20,597					
Surgical Suite Assistant NG12	SB	11-Oct-06	\$19,191	\$19,300	\$19,441					
		11-Oct-07	\$19,767	\$19,879	\$20,024					
		11-Oct-08	\$20,281	\$20,396	\$20,545					
Unit Aide NG11	SB	11-Oct-06	\$18,415	\$18,551	\$18,682					
		11-Oct-07	\$18,967	\$19,108	\$19,242					
		11-Oct-08	\$19,461	\$19,604	\$19,743					
Unit Assistant NG10	SB	11-Oct-06	\$18,598	\$18,732	\$18,863					
		11-Oct-07	\$19,156	\$19,294	\$19,429					
		11-Oct-08	\$19,654	\$19,796	\$19,934					
Urology Technician NG09	SB	11-Oct-06	\$20,621	\$20,800	\$21,005					
		11-Oct-07	\$21,240	\$21,424	\$21,635					
		11-Oct-08	\$21,792	\$21,981	\$22,198					
Aide I WC06	WC	11-Oct-06	\$18,182	\$18,764	\$19,342					
		11-Oct-07	\$18,727	\$19,327	\$19,922					
		11-Oct-08	\$19,214	\$19,829	\$20,440					

Position	Site	EffDate	Step 1	Step2	Step3	Step4	Step5	Step6	Step7	Step18 (Pending Rate)
Aide II WC02	WC	11-Oct-06	\$17,364	\$17,917	\$18,470					
		11-Oct-07	\$17,885	\$18,455	\$19,024					
		11-Oct-08	\$18,350	\$18,934	\$19,519					
Ante-Natal Test Tech. RPN* NG06	WC	11-Oct-06	\$24,201	\$24,380	\$24,579					\$21,781
		11-Oct-07	\$24,927	\$25,111	\$25,316					\$22,434
		11-Oct-08	\$25,575	\$25,764	\$25,975					\$23,018
Building Operator WC16	WC	11-Oct-06	\$22,366	\$23,081	\$23,794					
		11-Oct-07	\$23,037	\$23,773	\$24,508					
		11-Oct-08	\$23,636	\$24,392	\$25,145					
Building Superintendent WC19	WC	11-Oct-06	\$25,583	\$26,350	\$27,141					
		11-Oct-07	\$26,350	\$27,141	\$27,955					
		11-Oct-08	\$27,036	\$27,846	\$28,682					
Carpenter WC15	WC	11-Oct-06	\$22,081	\$22,787	\$23,490					
		11-Oct-07	\$22,743	\$23,471	\$24,195					
		11-Oct-08	\$23,335	\$24,081	\$24,824					
Cleaner WC03	WC	11-Oct-06	\$17,530	\$18,087	\$18,647					
		11-Oct-07	\$18,056	\$18,630	\$19,206					
		11-Oct-08	\$18,525	\$19,114	\$19,706					
Cook/Retherm Attendant WC06	WC	11-Oct-06	\$18,182	\$18,764	\$19,342					
		11-Oct-07	\$18,727	\$19,327	\$19,922					
		11-Oct-08	\$19,214	\$19,829	\$20,440					
Dark Room Attendant WC06	WC	11-Oct-06	\$18,182	\$18,764	\$19,342					
		11-Oct-07	\$18,727	\$19,327	\$19,922					
		11-Oct-08	\$19,214	\$19,829	\$20,440					

Position	Site	EffDate	Step 1	Step2	Step3	Step4	Step5	Step6	Step7	Step 18 (Pending Rate)
Electrician-Journeyman WC17	WC	11-Oct-06	\$22,754	\$23,481	\$24,207					
		11-Oct-07	\$23,437	\$24,185	\$24,933					
		11-Oct-08	\$24,046	\$24,814	\$25,581					
Environmental Partner WC03	WC	11-Oct-06	\$17,530	\$18,087	\$18,647					
		11-Oct-07	\$18,056	\$18,630	\$19,206					
		11-Oct-08	\$18,525	\$19,114	\$19,706					
Equipment Technician WC17	WC	11-Oct-06	\$22,754	\$23,481	\$24,207					
		11-Oct-07	\$23,437	\$24,185	\$24,933					
		11-Oct-08	\$24,046	\$24,814	\$25,581					
Food Services Attendant WC01	WC	11-Oct-06	\$17,240	\$17,793	\$18,342					
		11-Oct-07	\$17,757	\$18,327	\$18,892					
		11-Oct-08	\$18,219	\$18,803	\$19,383					
Food Services Associate WC12	WC	11-Oct-06	\$19,451	\$20,035	\$20,619					
		11-Oct-07	\$20,035	\$20,636	\$21,238					
		11-Oct-08	\$20,555	\$21,173	\$21,790					
Groundskeeper WC10	WC	11-Oct-06	\$19,117	\$19,729	\$20,337					
		11-Oct-07	\$19,691	\$20,321	\$20,947					
		11-Oct-08	\$20,202	\$20,849	\$21,492					
Health Care Assistant WC06	WC	11-Oct-06	\$18,182	\$18,764	\$19,342					
		11-Oct-07	\$18,727	\$19,327	\$19,922					
		11-Oct-08	\$19,214	\$19,829	\$20,440					
Hospitality Attendant WC02	WC	11-Oct-06	\$17,364	\$17,917	\$18,470					
		11-Oct-07	\$17,885	\$18,455	\$19,024					
		11-Oct-08	\$18,350	\$18,934	\$19,519					

Position	Site	EffDate	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 18 (Pending Rate)
Mail Clerk WC04	WC	11-Oct-06	\$17,769	\$18,334	\$18,903					
		11-Oct-07	\$18,302	\$18,884	\$19,470					
		11-Oct-08	\$18,778	\$19,375	\$19,976					
Mechanic (HVAC) WC17	WC	11-Oct-06	\$22,754	\$23,481	\$24,207					
		11-Oct-07	\$23,437	\$24,185	\$24,933					
		11-Oct-08	\$24,046	\$24,814	\$25,581					
Medical Imaging Aide WC06	WC	11-Oct-06	\$18,182	\$18,764	\$19,342					
		11-Oct-07	\$18,727	\$19,327	\$19,922					
		11-Oct-08	\$19,214	\$19,829	\$20,440					
Non-Registered RPN WC08	WC	11-Oct-06	\$18,483	\$19,073	\$19,663					
		11-Oct-07	\$19,037	\$19,645	\$20,253					
		11-Oct-08	\$19,532	\$20,156	\$20,779					
Morgue Attendant WC09	WC	11-Oct-06	\$18,538	\$19,130	\$19,721					
		11-Oct-07	\$19,094	\$19,704	\$20,313					
		11-Oct-08	\$19,591	\$20,216	\$20,841					
O.R. Attendant WC05	WC	11-Oct-06	\$18,009	\$18,582	\$19,153					
		11-Oct-07	\$18,549	\$19,139	\$19,728					
		11-Oct-08	\$19,032	\$19,637	\$20,241					
O.R. Instrument Technician WC06	WC	11-Oct-06	\$18,182	\$18,764	\$19,342					
		11-Oct-07	\$18,727	\$19,327	\$19,922					
		11-Oct-08	\$19,214	\$19,829	\$20,440					
Painter WC13	WC	11-Oct-06	\$21,213	\$21,890	\$22,568					
		11-Oct-07	\$21,849	\$22,547	\$23,245					
		11-Oct-08	\$22,417	\$23,133	\$23,849					

Position	Site	EffDate	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 18 (Pending Rate)
Photographic Technician WC08	WC	11-Oct-06	\$18.483	\$19.073	\$19.663					
		11-Oct-07	\$19.037	\$19.645	\$20.253					
		11-Oct-08	\$19.532	\$20.156	\$20.779					
Plumber WC17	WC	11-Oct-06	\$22.754	\$23.481	\$24.207					
		11-Oct-07	\$23.437	\$24.185	\$24.933					
		11-Oct-08	\$24.046	\$24.814	\$25.581					
Porter WC02	WC	11-Oct-06	\$17.364	\$17.917	\$18.470					
		11-Oct-07	\$17.885	\$18.455	\$19.024					
		11-Oct-08	\$18.350	\$18.934	\$19.519					
Print Shop Assistant WC07	WC	11-Oct-06	\$18.188	\$18.768	\$19.349					
		11-Oct-07	\$18.734	\$19.331	\$19.929					
		11-Oct-08	\$19.221	\$19.834	\$20.448					
Registered Practical Nurse NG06	WC	11-Oct-06	\$24.201	\$24.380	\$24.579					\$21.781
		11-Oct-07	\$24.927	\$25.111	\$25.316					\$22.434
		11-Oct-08	\$25.575	\$25.764	\$25.975					\$23.018
Shift Helper WC11	WC	11-Oct-06	\$19.190	\$19.805	\$20.415					
		11-Oct-07	\$19.766	\$20.399	\$21.027					
		11-Oct-08	\$20.280	\$20.930	\$21.574					
Sr. Electrician WC20	WC	11-Oct-06	\$27.738	\$28.625	\$29.509					
		11-Oct-07	\$28.570	\$29.484	\$30.394					
		11-Oct-08	\$29.313	\$30.250	\$31.185					
Stores II WC06	WC	11-Oct-06	\$18.182	\$18.764	\$19.342					
		11-Oct-07	\$18.727	\$19.327	\$19.922					
		11-Oct-08	\$19.214	\$19.829	\$20.440					

Position	Site	EffDate	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 18 (Pending Rate)
Clinic Attendant TC01	OCC	11-Oct-06	\$27,521	\$35,777						
		11-Oct-07	\$28,347	\$36,850						
		11-Oct-08	\$29,084	\$37,808						
Phlebotomist TC02	OCC	11-Oct-06	\$30,274	\$39,359						
		11-Oct-07	\$31,182	\$40,540						
		11-Oct-08	\$31,993	\$41,594						
Registered Practical Nurse* NG06	OCC	11-Oct-06	\$24,201	\$24,380	\$24,579					\$21,781
		11-Oct-07	\$24,927	\$25,111	\$25,316					\$22,434
		11-Oct-08	\$25,575	\$25,764	\$25,975					\$23,018

* The RPN wage rate is subject to change pending the outcome of the RPN wage adjustment arbitration.

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