

COLLECTIVE AGREEMENT

BETWEEN

BAYCREST CENTRE FOR GERIATRIC CARE

- AND -

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

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COLLECTIVE AGREEMENT

BETWEEN

**BAYCREST CENTRE FOR GERIATRIC CARE
(hereinafter called the "Employer")**

- and -

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

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

NOW THEREFORE THIS AGREEMENT WITNESSETH:

ARTICLE 1 - PURPOSE

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

ARTICLE 2 - SCOPE AND RECOGNITION

See Local Provisions Appendix L2, Page 69.

ARTICLE 3 - MANAGEMENT RIGHTS

See Local Provisions Appendix L3, Page 69.

ARTICLE 4 - DEFINITIONS

4.01 Temporary Employees

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

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

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

4.02 Vacancy

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

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

ARTICLE 5 - UNION SECURITY

5.01 Union Dues

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

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

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

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

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

The Centre 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 Centre's payroll system.

5.02 Interview Period

- (a) It is mutually agreed that upon commencement of employment all new employees will be advised of the existence of the Union and the conditions surrounding their employment. It is also mutually agreed that a Union Representative will be given the opportunity of interviewing each new employee once upon completion of forty-five (45) days employment for the purpose of further informing such employee of the existence of the Union in the Centre and ascertaining whether the employee wishes to become a member of the Union. The Centre shall advise the Union monthly as to the names of the persons to be interviewed and shall designate the time and place for such interview, the duration of which shall not exceed fifteen (15) minutes. The interview shall take place on the Centre's premises, in a room designated by the Centre, and the employees shall report to this room for interview, during the interview period.

- (b) The parties agree that Union officials will not interview people without first obtaining prior permission from the Director, Human Resources or her appointee.

5.03 Employees Lists

Dues deducted shall be remitted to the Secretary Treasurer of the local Union on or before the 25th day, if possible, but not later than the last day of the month in which they were deducted. In remitting such dues, the Centre shall provide a list of employees from whom deductions were made and their work site (if the bargaining unit covers more than one site) and the employee's social insurance number. 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 Centre agrees to provide the union with the information in an electronic format, the parties will meet to discuss the format in which the information will be set out. The Centre **also** agrees to provide the Union with employee addresses on an annual basis. The Union agrees to keep the Centre harmless from **any** claims against it by an employee which arise out of any deduction or information provided under this Article.

ARTICLE 6 - NO STRIKE/LOCKOUT

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

ARTICLE 7 - UNION REPRESENTATION AND COMMITTEES

See the Local Provisions Appendix L7, page 70.

7.01 Grievance Committee

- (a) The Centre will recognize a Grievance Committee composed of the Chief Steward and not more than two (2) employees selected by the Union who have completed their probationary period. A general representative of the Union may be present at any meeting of the Committee. The purpose of the Committee is to deal with complaints or grievances as set out in this Collective Agreement.
- (b) The Union shall keep the Centre notified in writing of the names of the members of the Grievance Committee appointed or selected under this Article as well as the effective date of their respective appointments.
- (c) A Committee member shall suffer no loss of earnings for time spent during their regular scheduled working hours in attending grievance meetings with the Centre up to, but not including arbitration. The number of employees on the Grievance Committee shall be determined locally.

7.02 Union Stewards

- (a) The Centre agrees to recognize Union stewards to be elected or appointed from amongst employees in the bargaining unit who have completed their probationary period for the purpose of dealing with Union business as provided under this Collective Agreement.
- (b) A Chief Steward may be appointed or elected. The Chief Steward may, in the absence of any steward, assist in the presentation of any grievance, or with any steward function.
- (c) The Union shall keep the Centre notified in writing of the names of Union stewards appointed or selected under this Article as well as the effective date of their respective appointments.
- (d) It is agreed that Union stewards have their regular duties and responsibilities to perform for the Centre and shall not leave their regular duties without first obtaining permission from their immediate supervisor.

If, in the performance of his duties, a Union steward is required to enter an area within the Centre in which he is not originally employed, he shall report his presence to the supervisor in the area immediately upon entering it. Such permission shall not be unreasonably withheld.

When resuming his regular duties and responsibilities, such steward shall again report to his immediate supervisor. A Union steward shall suffer no loss of earnings for time spent in performing the above duties during his regular scheduled working hours.

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

7.03 Central Bargaining Committee

In future central bargaining between Service Employees International Union and the participating Centres, 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 Centres' Central Negotiating Committee in direct negotiations up to the point of arbitration. Upon reference to arbitration, the Negotiating Committee members shall receive unpaid time off for the purpose of attending arbitration hearings.

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

- (a) The Centre agrees to recognize a Negotiating Committee comprising of four (4) members to be elected, or appointed from amongst employees in the bargaining unit, who have completed their probationary period.
- (b) Where the Centre participates in Central bargaining, the purpose of the Negotiating Committee shall be to negotiate local issues as defined.
- (c) Where the Centre does not participate in central bargaining, the purpose of the Negotiating Committee shall be to negotiate a renewal of this Collective Agreement.
- (d) The Centre agrees that the members of the Negotiating Committee shall suffer no loss of earnings for time spent during their regular scheduled working hours in attending such negotiating meetings with the Centre up to, but not including, arbitration.
- (e) Nothing in this provision is intended to preclude the Union negotiating committee from having the assistance of any representatives of the Union when negotiating with the Centre.
- (f) The number of employees on the Negotiating Committee shall be determined locally.

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 during their regularly scheduled hours of work shall not lose regular earnings as a result of such attendance.

It is understood that joint meetings with other Labour-Management Committees in the Centre 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 a Centre and SEIU the Committee may be a joint one representing employees under both agreements, unless otherwise agreed.

ARTICLE 8 - GRIEVANCE AND ARBITRATION

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

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

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

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

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

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

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

Step 1

The employee shall submit the grievance, in writing, and signed by him, to his immediate supervisor. The employee may be accompanied by a Union steward. The supervisor 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 Centre 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 Director of Human Resources or their designate.

A meeting will then be held between the Director of Human Resources or their designate and the designated union representatives who may be accompanied by the general representative of the Union, within five (5) days of the submission of the grievance at Step 2, unless extended by mutual agreement of the parties.

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

8.05 Policy Grievance

A complaint or grievance arising directly between the Centre and the Union concerning the interpretation, application or alleged violation of the Agreement shall be originated at Step 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 could have instituted himself and the regular grievance procedure shall not be thereby by-passed.

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

8.06 Group Grievance

Where a number of employees have identical grievances, and each one would be entitled to grieve separately, they may present a group grievance, in writing identifying each employee who is grieving, to the Director of Human Resources or their 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 Centre within five (5) days following the date the discharge is effective.

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

- (a) confirming the Centre's action in discharging the employee, or
- (b) reinstating the employee with up to full seniority for time lost and up to full compensation for time lost,

(c) any other arrangement which may be deemed just and equitable.

8.08 (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 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.

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

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.

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

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

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

ARTICLE 9 - SENIORITY

See Local Provisions Appendix L9, page 70.

9.01 Probationary Period

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

9.02 Definition of Seniority

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

Seniority will operate on a bargaining unit wide basis.

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

9.03 Transfer of Service and Seniority

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

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

9.04 Loss of Seniority

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

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

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:

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

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

- (c) Effective October 11, 2002 the Centre will continue to pay its share of the premiums up to thirty (30) months while an employee is in receipt of WSIB or LTD benefits. Such payment shall also 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.

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

Effective October 11, 2002 seniority shall accrue for a period of thirty (30) months in an employee's absence is due to a disability resulting in WSIB or LTD benefits or while an employee is on sick leave (including the Employment Insurance Period).

- 9.06 (a) The Union acknowledges that in the circumstances of promotions and transfers, the Centre's considered judgement as to the efficiency and suitability of an employee for any particular task must be accepted, and the function of the Union in dealing with complaints or grievances arising out of this clause will generally

consist of ascertaining that all relevant facts and circumstances have been adequately considered by the Centre. With this understanding seniority will apply to promotions, demotions, transfers and to reduction of staff, provided that with respect to demotions and staff reductions the Centre shall also take into consideration the relative efficiency, merit and ability of the employees concerned in order that an efficient staff of employees may be maintained.

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

ARTICLE 10 - JOB SECURITY

10.01(a) With respect to the development of any operating or 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 Centre of a more broadly representational make-up, there shall be immediately established a Staff Planning Committee for the bargaining unit, which shall meet during the term of this agreement every three months, unless otherwise mutually agreed by the parties. It shall be the function of the Staff Planning Committee to consider possible ways and means of avoiding or minimizing potential adverse effects upon employees in the bargaining unit, including:

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

- (ii) identifying and seeking ways to address the retraining needs of employees;
- (iii) identifying vacant positions within the Centre for which surplus members of the bargaining unit might qualify, or such positions which are currently filled but which are expected to become vacant within a twelve (12) month period.

Composition and Meetings

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

Meetings of the Committee shall be held during normal working hours. Representatives attending such meetings shall be deemed to be work time for which the representative(s) shall be paid by the Centre at his or her regular or premium rate as may be applicable. The Centre shall make typing and other such clerical assistance available as required.

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

Disclosure

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

Accountability

The Committee shall submit its written recommendations to the Chief Executive Officer of the Centre and the Board of Trustees. Where there is no consensus within the Committee, the individual members of the committee shall be entitled to submit their own recommendations. **Any** agreement between the

Centre and the Union resulting from the above review concerning the method of implementation will take precedence over the other provisions of this agreement.

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 Centre of a permanent or long-term nature or the elimination of a position within the bargaining unit, the Centre shall:

- (i) provide the Union with no less than 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) the reassignment of the employee is to an appropriate permanent job with the employer having regard to the employee's skills, abilities, qualification and training or training requirements;
- (ii) the reassignment of the employee does not result in a reduction of the employee's wage rate or hours of work;

- (iii) the job to which the employee is reassigned is located at the employees original work site or at a nearby site in terms of relative accessibility for the employee;
- (iv) the job to which the employee is reassigned is on the same or substantially similar shift or shift rotations; and
- (v) where more than one employee is to be reassigned 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 causes or would cause a layoff or bumping.

The Centre bears the onus of demonstrating that the foregoing conditions have been met in the event of a dispute. The Centre 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) (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 two (2) weeks' salary for each year of continuous service to a maximum of twelve (12) weeks' pay, 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 three thousand (\$3,000) dollars.
- (ii) Where an employee resigns later than 30 days after receiving notice 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 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) Prior to issuing notice of layoff pursuant to article 10.02 (a)(ii) in any classification(s), the Centre will offer early-retirement allowance to a sufficient number of employees eligible for early retirement under HOOPP within the classification(s) in order of seniority, to the extent that the maximum number of employees within a classification who elect early retirement is equivalent to the number of employees within the classification(s) who would otherwise receive notice of layoff under article 10.02 (a)(ii).

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

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

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

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

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

10.04 Regional Staff Planning Committees

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

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

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

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

10.05 Layoff and Recall

(a) In the event of lay-off, the Centre shall lay off employees in the reverse order of their seniority within their classification, providing that there remain on the job employees who then have the ability to perform the work.

(b) **An** employee who is subject to lay-off shall have the right to either:

(i) accept the lay-off; or

(ii) displace an employee who has lesser bargaining-unit seniority and who is the least senior employee in a lower or identical paying classification in the bargaining unit if the employee originally subject to lay-off can perform the duties of the lower or identical classification without training other than orientation. Such employee so displaced shall be laid off.

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

In the event that there are no employees with lesser seniority in lower or identical paying classifications as defined in this Article, a laid off employee will have the right to displace an employee with lesser seniority, who is the least senior employee in a classification where the straight time hourly rate at the level of service corresponding to that of the laid off employee is within 7% of the laid off employee's straight time hourly rate provided he can perform the duties without training other than orientation. Such employee so displaced shall be laid off.

(iii) The decision of the employee to choose (a) or (b) above shall be given in writing to the

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

- (h) Employees on lay-off or notice of lay-off shall be given preference for temporary vacancies which are expected to exceed 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/her duties being assigned to one or more part-time employees.
- (j) In the event that a lay-off commenced on the day immediately following a paid holiday, an employee otherwise qualified for holiday pay shall not be disentitled thereto solely because of the day on which the lay-off commenced.
- (k) **A** laid off employee shall retain the rights of recall for a period of twenty-four (24) months from the date of lay-off.

10.06 Benefits on Lay-Off

In the event of a lay-off of a full-time employee the Centre shall pay its share of insured benefits premium up to three (3) months from the end of the month in which the lay-off occurs or until the laid off employee is employed elsewhere, whichever occurs first,

ARTICLE 11 - JOB POSTING

11.01 Where a permanent vacancy occurs in a classification within the bargaining unit or a new position within the bargaining unit is established by the Centre, such vacancy shall be posted by the Centre 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.

11.02 The postings referred to in Article 11.01 shall stipulate the qualifications, classification, rate of pay, department and shift and a copy shall be provided to the Chief Steward.

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

11.04 Where there are no successful applicants from within this bargaining unit for positions referred to in Article 11.01 employees in other SEIU service bargaining units at the Centre will be considered for such positions prior to considering persons not employed by the Centre. The employees eligible for consideration shall be limited to those employees who have applied for the position in accordance with Article 11.01, and selection shall be made in accordance with Article 11.03 above.

11.05 Vacancy which are not expected to exceed six (6) months will not be posted and may be filled at the discretion of the Centre. In filling such vacancies, consideration shall be given to part-time employees in SEIU service bargaining units who have recorded their interest in writing prior to considering persons not employed by the Centre. In considering such part-time employees, the criteria for selection in 11.03 shall apply. Part-time employees selected to fill a vacancy under this Article will continue to maintain their part-time status and upon completion of the assignment the employee will return to his former position.

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

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

ARTICLE 12 - NO CONTRACTING OUT

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

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

- (1) to employ the employees thus displaced from the Centre;
and
- (2) in doing so to stand, with respect to that work, in the place of the Centre for the purposes of the Centre'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 Centre agrees that it will withdraw the work from any contractor who has failed to meet the aforesaid terms of the contracting-out arrangement.

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

ARTICLE 13 - WORK OF THE BARGAINING UNIT

13.01 Work of the Bargaining Unit

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

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

13.02 Employment Agencies

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

13.03 Volunteers

- (a) The use of volunteers to perform bargaining unit work shall not be expanded beyond the extent of existing practice as of June 1, 1986.
- (b) Where a Hospital plans a drive to increase the number of volunteers, the Union must be given at least thirty (30) days' notice of these plans and a special meeting of the local joint job security committee must be convened at least three (3) weeks prior to the initiation of such a drive.

13.04 Ratio of R.N.'s to R.P.N.'s

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

In addition to the above process and apart from it where a change in the ratio is planned by the Centre and it does not arise because of employee retirement, resignation or death then

it can only be carried out following a full and complete disclosure to the Union of the plan and the Centre and the reasons for it. After full and complete disclosure to the Union, the Centre and Union are to meet and discuss the plan and the reasons with a view to possibly modifying them including maintaining the existing ratio. The planned change in the ratio cannot be implemented by the Centre for a period of forty-five (45) days from the date of full and complete disclosure to the Union; and only implemented if there has been the consultative process required by this clause carried out in good faith by the Centre.

13.05 RPN Utilization

The Centre and the Union shall meet to discuss the issues of RPN scope of practice and skill utilization.

ARTICLE 14 - TECHNOLOGICAL CHANGE

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

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

14.03 Where new or greater skills are required than are already possessed by affected employees under the present methods of operation, such employees shall be given a period of training, with due consideration being given to the employee's age and previous educational background, during which they may perfect or acquire the skills necessitated by the new method of operation. The employer will assume the cost of tuition and travel. There shall be no reduction in wage or salary rates during the training period of any such employee. Training shall be given during the hours of work whenever possible and may extend for up to six (6) months.

14.04 Employees with one (1) or more years of continuous service who are subject to layoff under conditions referred to above,

will be given notice of impending change in employee status at the earliest reasonable time in keeping with the notice to the Union as set out above and the requirements of the applicable legislations.

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

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

ARTICLE 15 - LEAVES OF ABSENCE

15.01 Bereavement Leave

An employee who notifies the Centre as soon as possible following a bereavement will be granted up to 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. The Centre, in its discretion, may extend such leave with or without pay. Where an employee does not qualify under the above-noted conditions, the Centre may, nevertheless, 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

- (a) If required by the Employer, an employee shall be entitled to leave of absence with pay and without loss of seniority and benefits to write examinations to upgrade his or her employment qualifications.
- (b) A leave of absence, without pay, to take further education related to the employee's work with the Centre may be granted upon written application by the employee to the administration of the Centre. It is further understood and agreed that the Employer 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 Centre to take courses to upgrade or acquire new employment qualifications, the Employer shall pay the full costs associated with the courses.

15.03 Jury and Witness Duty

If a scheduled employee is required to serve as a juror in any court of law, or is required to attend as a witness in a court proceeding in which the Crown is a party, or is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the employee's duties at the Centre, the employee shall not lose regular pay because of such attendance provided that the employee:

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

In addition to the foregoing, where a scheduled employee is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the employee's duties at the Centre on his regularly scheduled day off, the

Centre will attempt to reschedule the employee's regular day off, it being understood that any rescheduling shall not result in the payment of any premium pay. Where the Centre is unable to reschedule the employee and, as a result, he is required to attend on a regular day off, he shall be paid for all hours actually spent at such hearing at the rate of time and one-half (1 ½) his regular straight time hourly rate subject to (a) (b) and (c) above.

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

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

15.04 Pregnancy Leave

- (a) Pregnancy leave will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision. The service requirement for eligibility for pregnancy leave shall be thirteen (13) weeks of continuous service.
- (b) The employee shall give written notification at least two (2) weeks in advance of the date of commencement of such leave and the expected date of return. At such time she shall also furnish the Centre with the certificate of a legally qualified medical practitioner stating the expected birth date.
- (c) The employee shall reconfirm her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Centre at least two (2) weeks in advance thereof.
- (d) **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 employment 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 Centre 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 Centre will pay the employee ninety-three percent (93%) of her normal weekly earnings during the first two (2) week period of the leave while waiting to receive **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.
- (f) The Centre will continue to pay its share of the contributions of the subsidized employee benefits, including pension, in which the employee is participating for a period of up to seventeen (17) weeks while the employee is on pregnancy leave.
- (g) Subject to any changes to the employee's status which would have occurred had she not been on pregnancy leave, the employee shall be reinstated to her former duties, on the same shift in the same department, and at the same rate of pay.

15.05 Parental Leave

- (a) Parental leaves will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision. The service requirement for eligibility for parental leave shall be thirteen (13) weeks of continuous service.
- (b) **An** employee, who qualified for parental leave, other than an adoptive parent, shall give written notification at least two (2) weeks in advance of the date of commencement of such leave and the expected date of return.
- (c) **An** employee who is an adoptive parent shall advise the Centre as far in advance as possible of having qualified to adopt a child, and shall request the leave of absence, in writing, upon receipt of confirmation of the pending adoption. If, because of late receipt of confirmation of the pending adoption, the employee finds it impossible to request the leave of absence in writing, the request may be made verbally and subsequently verified in writing.
- An** employee who is an adoptive parent may extend the parental leave for such greater time as may be required by the adoption agency concerned up to a maximum aggregate of six (6) months. Written notice by the employee for such extension will be given at least two (2) weeks prior to the termination of the initially approved leave.
- (d) **An** employee shall reconfirm his or her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Centre at least two (2) weeks in advance thereof.
- (e) **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 employment 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 Centre 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 her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours plus any wage increase or salary increment that she would be entitled to if she were not on parental leave.

The Centre will pay the employee ninety-three percent (93%) of her normal weekly earnings during the first two (2) week period of the leave while waiting to receive 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 eighteen (18) weeks while an employee is on parental leave.
- (g) The Centre will continue to **pay** its share of the premiums of the subsidized employee benefits, including pension, in which the employee is participating for a period of up to eighteen (18) weeks while the employee is on parental leave.
- (h) Subject to any changes to the employee's status which would have occurred had he or she not been on parental leave, the employee shall be reinstated to his or her former duties, on the same shift in the same department, and at the same rate of pay.

15.06 Full-time Union Office

Upon application by the Union, in writing, the Centre will give reasonable consideration to a request for leave of absence,

without pay to an employee elected or appointed to full-time Union office. It is understood that 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.

15.07 Union Leave

- (a) The Centre shall grant leave of absence without pay to employees to attend Union conventions, seminars, education classes or other Union business provided that such leave will not interfere with the efficient operation of the Centre.
- (b) In requesting such leave of absence, for an employee or employees, the Union must give at least twenty-one (21) days clear notice in writing to the Centre.
- (c) The cumulative total leave of absence, the number of employees that may be absent at any time from any one area, and the number of days of absence shall be as provided elsewhere in the current local sections of the Agreement (unless altered by local negotiations).
- (d) The amount of leave granted will not exceed two weeks in any contract year. In addition to the leave of absence set out above, members of the Union Executive Board and/or Council employed by the Centre will be entitled to an additional cumulative leave of absence, without pay not to exceed ten days per contract year, subject to the conditions set forth above, for the purpose of attending Executive and/or Council meetings.

The Centre agrees when granting such leave to continue the payment of salaries to the persons for whom leave of absence has been granted. The Centre will bill the Union, and the Union will pay the Centre for the amount of salary that the employee would otherwise

have lost during the period of leave of absence for Union business.

- (f) The Centre may request the payment in advance of the leave of absence being granted.

15.08 Pre-Paid Leave Plan

The Centre 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 LXVIII 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 Centre 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 for 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 Centre.
- (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 Centre.
- (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 Centre 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 the full payment of premiums for any health and welfare benefits in which the employee is participating. Contributions to the Centres 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 Centre. 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 Centre 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 Centre will endeavour to find a temporary replacement for the employee as far in advance as practicable. If the Centre is unable to find a suitable replacement, it may postpone the leave. The Centre 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 Centre in order to authorize the Centre 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 deferred salary is to be held.

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

15.09 Personal Leave

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

ARTICLE 16 - HOURS OF WORK

See Local Provision Appendix L16, page 70.

16.01 Daily and Weekly Hours of Work

- (a) The work week shall average thirty-seven and one-half (37½) hours (exclusive of meal time) for each employee during weekly periods. In administering the thirty-seven and one-half (37½) hour week, it is understood the employees are to receive two (2) days off per calendar week consecutively where possible.
- (b) It is understood normal hours including those required to accommodate the change from Day-Light Savings Time to Standard Time and vice versa to which the other provisions of the Articles dealing with Hours of Work and Overtime do not apply. It is further understood that the amount of regular pay for a full normal shift worked shall not be affected by reason of the change in

the number of normal hours worked in consequence of such change from Daylight Savings Time to Standard Time and vice versa. The provisions of the Article are intended only to provide a basis for calculating time worked and shall not constitute a guarantee of hours of work per shift or per week or for any period whatsoever nor a guarantee of working schedules.

- (c) **An** employee shall not be required to work more than seven and one-half (7½) hours within a twelve (12) hour period and the said seven and one-half (7½) hours shall be completed in a nine (9) hour period after commencing work. The exception to this shall be the food service staff or where special conditions exist, in which case the seven and one-half (7½) hour work period shall be completed within twelve (12) hours.
- (d) **An** exception to the above will only take place after a consultation between the parties and a mutual agreement being reached.

16.02 Rest Periods

- (a) All employees will be allowed a fifteen (15) minute coffee break in each three and three-quarter (~~3¼~~) hour shift or period without reduction in pay and without increasing the regular working hours.
- (b) When an employee performs authorized overtime work of at least three (3) hours duration, the Centre will schedule a rest period of fifteen (15) minutes duration.

16.03 Time Off Between Shifts

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

The Centre may allow an exchange of shifts at the request of two (2) employees provided that its approval is obtained in

advance and that no additional cost of the Centre results from such exchange of shifts.

ARTICLE 17 - PREMIUM PAYMENT

See Local Provisions Appendix L17, page 71.

17.01 Definition of Regular Straight Time Rate of Pay

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

17.02 Definition of Overtime (Overtime Premium)

Employees shall be entitled to payment of time and one-half the employee's basic straight time hourly rate for all authorized overtime work in excess of seven and one-half hours (7 1/2) in a tour of duty or seventy-five 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 agreed that notwithstanding the foregoing, where the existing provisions of the Collective Agreement provide for the payment of an overtime premium after fewer than seven and one-half hours in a day or seventy-five hours in a bi-weekly period for any employees, such provision shall continue to apply to such employees.

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

worked be counted as part of the normal work week and also as hours for which the overtime premium is paid.

- (d) Employees who work overtime will not be required to take time off in regular hours to make up for overtime worked. No supervisor shall request or permit overtime to be worked without overtime pay.

17.03 Reporting Pay

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

17.04 Standby

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

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

Effective October 11, 2002, this amount shall be increased to \$2.50 per hour.

17.05 Call Back

- (a) Where employees are called back to work after having completed a regular shift, and prior to the commencement of their next regular shift, they shall receive a minimum of four (4) hours of work or four (4) hours pay at the rate of time and one-half their regular earnings. Where call back is immediately prior to the commencement of their regular shift, the call back pay will only apply to the point of commencement of a regular shift at the rate of time and one-half after which they shall revert back to the regular shift.

- (b) Call back pay shall cover all calls within the minimum four (4) hour period provided for under (a). If a second call takes place after four (4) hours have elapsed from the time of the first call, it shall be subject to a second call back premium, but in no case shall an employee collect two call back premiums within one such four (4) hour period, and to the extent that 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 his straight time hourly rate, subject to the other provisions set out above.

17.06 Shift Premium

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

This amount shall increase to fifty-five (55) cents effective November 16, 2001, sixty (60) cents effective October 11, 2002, and sixty-five (65) cents effective October 11, 2003.

17.07 Responsibility Outside the Bargaining Unit

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

17.08 Overtime - Lieu Time

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

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

17.09 Paid Time to Working Time

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

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

17.10 Weekend Premium

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

The weekend premium shall increase to fifty-five cents (\$0.55) effective November 16, 2001, sixty cents (\$0.60) effective October 11, 2002, and sixty-five cents (\$0.65) effective October 11, 2003.

ARTICLE 18 - ALLOWANCES

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 five dollars (\$5.00) if the Centre is unable to provide the meal or has been unable to schedule a **meal** break during the overtime period.

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

18.02 Uniform Allowance

See Local Provisions Appendix, L18, page 72.

18.03 Transportation Allowance

When an employee is required to travel to the Centre or to return to her home as a result of reporting to or off work between the hours of 2400 - 0600 hours, (other than reporting to or off work for her regular shift) or at any time while on standby, the Centre will pay transportation costs either by taxi or by her own vehicle at the rate of thirty-five cents (\$0.35) per mile (to a maximum of fourteen dollars (\$14.00)) or such greater amount as the Centre may in its discretion determine for each trip between the aforementioned hours. The employee will provide to the Centre satisfactory proof of payment of such taxi fare.

ARTICLE 19 - HEALTH AND SAFETY

19.01 Accident Prevention - Health and Safety Committee

See Local Provisions Appendix L19, Page 75.

19.02 Protective Clothing

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

Effective September 1, 2002 and on that date for each subsequent year, the Centre will provide **\$80.00** per year to each full-time employee who is required by the Centre to wear safety footwear during the course of his duties.

ARTICLE 20 - PAID HOLIDAYS

20.01 Payment for Working Overtime on a Holiday

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

20.02 Paid Holidays

See Local Provisions Appendix L20 on Page 77, for designation of Holidays.

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

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

20.04 When calculating holiday pay it is agreed that a paid holiday will commence at 2300 hours on the day preceding the paid holiday and end at 2300 hours on the paid holiday.

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

- (a) If they work on a Statutory Holiday they shall be paid their regular day's pay;
- (b) In addition to the regular day's pay every employee will be paid time and one-half of their regular rate for each and every hour worked up to seven and one-half (7½) hours on the said paid holiday.
- (c) **An** employee who is absent on any of the above named holidays after being required to work forfeits all pay

for that day unless absence is due to illness verified by a doctor's certificate in which case the employee will receive straight time for such holiday.

- (d) If one of the above named holidays occurs on an employee's regular day off or during his vacation period, the employee will receive an additional day off in lieu thereof.
- (e) Employees will have the right to request a lieu day paid at straight time and receive time and one half pay for working a statutory holiday to be taken within three (3) months following the statutory holiday to be arranged at a mutually agreeable time with management. This request must be made within two pay periods prior to the statutory holiday with the exception of Christmas Day, Boxing Day and New Years Day for which Management requires notice by November 1, of each year.

ARTICLE 21 - VACATIONS

see Local Provisions Appendix L21, page 74.

21.01 Entitlement and Calculation of Payment

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

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

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

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

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

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

An employee who has completed twenty-five (25) or more years of continuous service as of (June 30th) shall be entitled to six (6) weeks' annual vacation with pay. Effective October 11, 2002, an employee who has completed twenty-three (23) or more years of continuous service as of (June 30th) shall be entitled to six (6) weeks' annual vacation with pay.

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

Effective October 11, 2003, the following Supplementary Vacation is banked on the employee's anniversary date and taken prior to the next supplementary vacation date:

An employee who has completed thirty (30) years of continuous service shall be entitled to an additional five (5) days vacation with pay.

An employee who has completed thirty-five (35) years of continuous service shall be entitled to an additional five (5) days vacation with pay.

To clarify, every employee who has attained their 30th or 35th anniversary date as of the effective date of this provision shall be entitled to have the full five days' vacation banked.

21.02 Approved Leave of Absence During Vacation

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 Sed 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 a 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.

ARTICLE 22 - HEALTH AND INSURED BENEFITS

22.01 Insured Benefits

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

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

Effective December 1, 2001, the vision care shall increase to \$150.00 every 24 months, and the hearing

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

(d) The Centre agrees to contribute seventy-five percent (75%) of the billed premiums towards coverage of eligible employees in the active employ of the Centre under the Blue Cross #9 Dental Plan or comparable coverage with another carrier (based on the current ODA fee schedule as it may be updated from time to time) providing the balance of the monthly premium is paid by the employee through payroll deduction. Effective December 1, 2001, Dental recall including preventative services is every nine (9) months; Blue Cross rider #2 (or equivalent) [complete and partial dentures] at 50/50 co-insurance to \$1000 annual maximum; 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 Centre will provide equivalent coverage to all employees who retire early and have not yet reached age 65 and who are in receipt of the Centre's pension plan benefits on the same basis as is provided to active employees for semi-private, extended health care and dental benefits. The Centre will contribute the same portion towards the billed premiums of these benefits plans as is currently contributed by the Centre to the billed premiums of active employees.

22.02 Change of Carrier

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 Centre may at any time substitute another carrier for any plan (other than OHIP) provided the benefits conferred thereby are substantially the same. Before making such a substitution, the Centre shall notify the Union to explain the proposed change and to ascertain the views of the employees. Upon a request by the Union, the Centre shall provide to the Union, full specifications of the benefit programs contracted for and in effect for employees covered herein.

22.03 Pension

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

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

- (1) Extended Health Care, including Vision Care and Hearing Aid allowance.
- (2) Dental Plan.

ARTICLE 23 - INJURY AND DISABILITY

23.01 Workplace Injury

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

23.02 Disabled Employees

If an employee becomes disabled with the result that he is unable to carry out the regular functions of his position, the

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

ARTICLE 24 - SICK LEAVE

See Local Provisions Appendix L24, page 76.

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

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

24.03 Not Applicable.

24.04 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 WSIB benefits.

24.05 The Centre 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.

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

24.07 Employment Insurance Rebate

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

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

24.09 Pay for Medical Certificates

See Local Provisions Appendix L24, page 76.

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

24.11 Workers' Safety Insurance Board Benefits and Sick Leave

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

ARTICLE 25 - COMPENSATION

25.01 Experience Pay

An employee hired by the Centre with recent and related experience, may claim, at the time of hiring on a form supplied by the Centre, consideration for such experience. Any such claim shall be accompanied by verification of previously related experience. The Centre shall then evaluate such experience during the probationary period. Where in the Centre's opinion

such experience is relevant, the employee shall be slotted in that step of the wage progression consistent with one (1) year's service for every one (1) year of related experience in the classification on the completion of the employee's probationary period. It is understood and agreed that this shall not constitute a violation of the wage schedule in the Collective Agreement.

25.02 Promotion to a Higher Classification

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

25.03 Temporary Transfer

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

25.04 Job Classification

- (a) When a new classification (which is covered by the terms of this Collective Agreement) is established by the Centre, the Centre shall determine the rate of **pay** for such new 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 Centre to endeavour to negotiate a mutually satisfactory rate. Such request will be made within ten (10) days after the receipt of notice from the Centre of such new occupational classification and rate. **Any** change mutually agreed to resulting from such meeting shall be retroactive to the date that notice of the new rate was given by the Centre. If the parties are unable to agree, the dispute concerning the new rate may be submitted to arbitration as provided in

the Agreement within fifteen (15) days of such meeting. The decision of the Board of Arbitration (or arbitrator as the case may be) shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classification.

- (b) When the Centre makes a substantial change during the term of this Agreement in the job content of an existing classification which in reality causes such classification to become a new classification, the Centre 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 Centre.

25.05 Wage and Classification Premiums

See Local Provisions Appendix L25, page 76.

25.06 Paydates

See Local Provisions Appendix L25, page 76.

ARTICLE 26 - RELATIONSHIP

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

of denial of Union membership or expulsion from the Union, except by reason of his failure to pay monthly Union dues uniformly levied on the membership.

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

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

26.04 Locker facilities will be provided for the employees' convenience.

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

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

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

ARTICLE 27 - EDUCATION FUND

27.01 If the local union indicates to the Centre that a special assessment of \$0.03 per hour for union education applies to all bargaining unit members, the Centre 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 SEIU Local Union for this purpose.

ARTICLE 28 - PROFESSIONAL RESPONSIBILITY

28.01 The following provision will be effective the date of ratification and will expire on October 9, 2004.

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.

ARTICLE 29 - DURATION

29.01 Renewal

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

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

29.02 Term

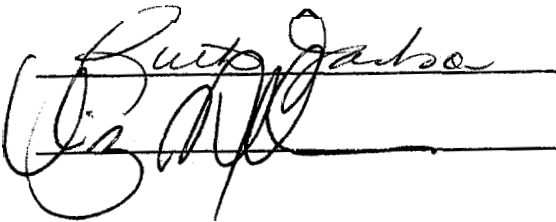
- (a) This agreement shall continue in effect until October 10, 2004 and shall continue automatically thereafter from year to year unless either party gives notice in writing to the other party within 90 days prior to the expiration date that it desires to amend or terminate this agreement.
- (b) In the event of such notification being given as to amendment of the Agreement, negotiations between the parties shall begin within fifteen (15) days following such notification.
- (c) If, pursuant to such negotiations, an agreement on the renewal or amendment of this Agreement is not reached prior to the current expiration date, this Agreement shall expire at such expiration date unless it is extended for a specific period by mutual agreement of the parties.

ARTICLE 30 - MISCELLANEOUS ITEMS

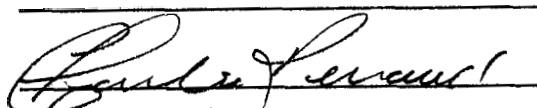
See Local Provisions Appendix L30, Page 76.

DATED at Toronto, Ontario this ^{7th} day of *March* 2004.

**BAYCREST CENTRE FOR
GERIATRIC CARE**



**SERVICE EMPLOYEES
INTERNATIONAL UNION,
LOCAL 204**


R. Gith

**MODEL AGREEMENT
EXTENDED SHIFT ARRANGEMENTS
BETWEEN**

"THE CENTRE"

AND

SERVICE EMPLOYEES INTERNATIONAL UNION

The local parties hereby agree, subject to the approval of the Ministry of Labour, that extended shifts will be implemented under the following terms and conditions. In all other respects the Collective Agreement shall apply.

All eligible full-time and regular part-time staff on a unit/department that is considering extended shift schedules 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. This Model Agreement shall form part of the Collective Agreement between the parties herein, and shall apply to the employees described in Article 1 of the Model Agreement.

Article 1 - Work Unit and Employees Covered

(Detailed and specific description of department and employees covered).

Article 2 - Probation

2.1 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 and one-half (337½) 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.

Article 3 - Hours of Work

- 3.1 The normal or standard extended workday shall be ___ hours per day.
- 3.2 (Detailed description with an attached schedule where appropriate.)
- 3.3 (Where applicable)

Failure to provide _____ hours between the end of an employee's scheduled shift and the commencement of such employee's next scheduled shift shall result in payment of one and one-half (1½) times the employee's regular straight time hourly rate for only those hours which reduce the _____ hour period.

Where the ___ hour period is reduced as a result of an approved change of shift(s) requested by the employee(s), such premium payment shall not apply.

Article 4 - Scheduling

(Scheduling conditions to be determined locally (i.e. weekends off, consecutive shifts worked, etc.)

Article 5 - Overtime

- 5.1 Overtime shall be defined as being all hours worked in excess of the normal or standard extended workday, as set out in Article 3.1 of the Model Agreement.
- 5.2 For purposes of overtime the hours of work per week shall be averaged over _____ (weekly/pay-periods).

Article 6 - Rest and Meal Periods

- 6.1 Employees shall be entitled to relief periods during the shift on the basis of fifteen (15) minutes for each 3.75 hours worked.

6.2 (The length of the meal period to be determined locally).

Article 7 - Sick Leave and Long-Term Disability

7.1 The short-term sick plan will provide payment for the number of hours of absence according to the scheduled shift up to a fifteen (15) week total of 562.5 hours. All other provisions of the existing plan shall be maintained.

Article 8 - Paid Holidays

(Applicable to Full-time Employees Only)

8.1 Holiday pay will be computed on the basis of the employee's regular straight time hourly rate of pay times the normal or standard work day as set out in the "Daily and Weekly Hours of Work" provision of the Local Collective Agreement (Article 16).

8.2 An employee required to work on any of the designated holidays listed in the Collective Agreement shall be paid at the rate of time and one-half (1½) 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 (7½) hours, except in those hospitals which have a different standard work day in which case holiday pay will be based on the standard or normal daily hours in that hospital.

Article 9 - Vacation

9.1 (Applicable to Full-time only)

Vacation entitlement as set out in the Collective Agreement will be converted to hours on the basis of the employee's normal work week.

9.2 (Applicable to Part-time only)

As set out in the Collective Agreement.

Article 10 - Temporary Transfers

10.1 In Article 25.03 of the Collective Agreement, replace "for a period in excess of one-half a shift" with "in excess of 3.75 hours" for extended tours.

Article 11 - Responsibility Allowance Outside the Bargaining Unit

11.1 In Article 17.07 of the Collective Agreement replace "in excess of one-half of a shift" with "after 3.75 hours" for extended hours.

Article 12 - Termination

12.1 Either party may, on written notice of _____ (days/weeks) to the other party, terminate the Agreement for and reason.

Signed at Toronto, Ontario this _____ day of _____ 2004.

**BAYCREST CENTRE FOR
GERIATRIC CARE**

**SERVICE EMPLOYEES
INTERNATIONAL UNION,
LOCAL 204**

LETTER OF INTENT

RE: LIABILITY INSURANCE

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

DATED at _____, Ontario this _____ day of _____ 2003.

FOR THE UNION

FOR THE CENTRE

WORKLOAD REVIEW FORM

Employees 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.

LETTER OF INTENT

Re: Utilization of RPN Skills

The parties agree to form a joint provincial task force. The task force will be composed of equal numbers of representatives of the Service Employees International Union and the Ontario Hospital Association. The task force will make its decisions by consensus. The mandate of the task force will be to study and make recommendations to the participating hospitals regarding the utilization of RPN skills. The task force will:

- Meet within 6 months of the ratification of the Memorandum of Settlement.
- Secure advice and participation from such professional practice researchers and other (e.g. College of Nurses) as the Task Force deems appropriate.
- Identify resources required by the task force to complete their study including exploring jointly any funding required for these resources.
- The task force will be co-chaired by a hospital representative and a representative from SEIU.
- The task force will identify the timelines for conducting their study and will also conclude timelines for the recommendations to be made by the task force.
- The task force recommendations will be presented in the form of a report to the participating hospitals and locals.
- The final recommendations from the joint task force will be presented to the Human Resources Committee of the OHA.
- The parties also agree to jointly undertake reviewing the study and recommendations with the Ontario Nurses Association.

- ♦ Nothing in this Letter of Understanding should be construed as precluding the local parties from entering into discussions with respect to RPN scope of practice and utilization of RPN skills.

DATED at _____, Ontario this _____ day of _____ 2004.

FOR THE UNION

FOR THE CENTRE

LETTER OF INTENT

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.

DATED at _____, Ontario this _____ day of _____ **2004.**

FOR THE UNION

FOR THE CENTRE

LETTER OF INTENT

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.

DATED at _____, Ontario this _____ day of _____ 2004.

FOR THE UNION

FOR THE CENTRE

LETTER OF INTENT

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, or G. Charney 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.

DATED at _____, Ontario this _____ day of _____ 2004.

FOR THE UNION

FOR THE CENTRE

LOCAL PROVISIONS APPENDIX

Article L1 STATEMENT OF RELIGIOUS PURPOSE

Article L2 SCOPE AND RECOGNITION

L2.1 The Centre recognizes the union as the sole bargaining agent for all its employees in Metropolitan Toronto, Ontario, save and except professional medical staff, registered, graduate and undergraduate nurses, paramedical employees, social service employees, office staff, supervisors, persons above the rank of supervisor, persons covered by subsisting agreements, persons regularly employed for not more than twenty-four (24) hours per week and students employed during the school vacation period.

L2.2 The Centre undertakes that it will not enter into any other agreement or contract with employees represented by the union either individually or collectively, which will conflict with *any* of the provisions of this agreement.

Article L3 MANAGEMENT RIGHTS

L3.1 The Union acknowledges that it is the exclusive function of the Centre to:

- (a) Maintain order, discipline and efficiency and to establish and enforce reasonable rules and regulations governing the conduct of the employees, which rules and regulations are primarily designed to safeguard the interests of the patients of the Centre.
- (b) Hire, discharge, transfer, promote, demote or discipline employees provided that a claim of discriminatory promotion, demotion or transfer, or a claim that an employee has been discharged or disciplined without reasonable cause may be the subject of a grievance and dealt with as hereinafter provided.

- (c) Generally to operate the Baycrest Centre and/or Jewish Home for the Aged in a manner consistent with the obligations of the Centre to the general public in the community served.

Article L7 UNION REPRESENTATION AND COMMITTEES

L7.1 The Centre will recognize the following number of stewards from the following areas of the Centre:

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

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

Article L9 SENIORITY

L9.1 An up-to-date seniority list will be supplied to the Union by the Centre on March 31, 1988 and every four (4) months thereafter.

Article L16 HOURS OF WORK

L16.1 Weekends Off

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

and one-half unless the Centre, notwithstanding its best efforts, was unable to meet this standard. This standard shall not apply where:

- (i) Such weekend work was performed by the employee to satisfy specific days off requested by such employee; or
- (ii) Such employee has requested weekend work, or was advised at the time of hire or when the job was posted that the regular schedule normally requires continuous weekend work; or
- (iv) Such weekend is worked as a result of an exchange of shifts with another employee; **or**
- (iv) The Centre is unable to comply due to a prohibition against scheduling split days off.

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

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

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

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

Article L17 - PREMIUM PAYMENT

L17.1 Effective October 11, 1987 a janitor who is assigned to drive the shuttle-bus for a period in excess of one-half of one shift shall receive a premium of \$.30 per hour for the duration of the assignment.

Article L18 ALLOWANCES

L18.1 Where uniforms are required, the Centre shall either supply and launder uniforms or provide a uniform allowance of \$70.00 per year in a lump sum payment in the first pay period of November of each year.

Article L19 HEALTH AND SAFETY

L19.1 Accident Prevention - Health and Safety

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

Centre at his regular or premium rate as may be applicable.

- (g) The Union agrees to endeavour to obtain the full co-operation of its membership in the observation of all safety rules and practices.
- (h) Pregnant employees may request to be transferred from their current duties if, in the professional opinion of the employee's physician, the pregnancy may be at risk. If such a transfer is not feasible, the pregnant employee, if she so requests, will be granted an unpaid leave of absence before commencement of the maternity leave referred to in Article 15.04.
- (i) Where the Centre identifies high risk areas where employees are exposed to Hepatitis B, the Centre will provide, at no cost to the employees, a Hepatitis B vaccine.

Article L20 PAID HOLIDAYS

L20.1 The following Statutory and Civic Holidays will be recognized as Holidays on the day they are officially observed:

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

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

event that Yom Kippur falls on the same day as another paid holiday, such day will be observed on the Monday following the observance of the other paid holiday.

Article L21 VACATIONS

L21.1 Vacation Scheduling

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

- (b) This applies only to Health Care Aides and Registered Practical Nurses' working in the Nursing Division.

It is agreed that this article will also apply to Food and Nutrition Services.

L21.2 Vacation pay as referred to above will normally be paid prior to August 1.

- (a) Vacation leave shall be covered by the provisions of the Leave of Absence clause.

- (b) This article applies only to Health Care Aides and Registered Practical Nurses' working in the Nursing Division.
1. The vacation year shall be April 1st to March 31st each year.
 2. The available times for vacation will be posted starting on February 1st and will be taken down after March 15th of each year. During the posting period employees may submit a written request for vacation for the coming year. The request can be for one continuous vacation period or multiple time periods throughout the year. **An** employee may elect not to submit a vacation request at this time, but does so with the knowledge that future vacation requests will be filled on a first come basis.
 3. All vacation requests will then be allocated on the basis of seniority. When employees in a unit desire the same or overlapping vacation period, which is not possible because of the staffing requirements of the Centre, the seniority of the employees directly concerned shall govern any assignment of vacations. One exception is a senior employee who had the same vacation period in the preceding year, in which case the vacation will be awarded to the next senior employee requesting it.
 4. Once the vacation has been allocated, the schedule of vacations so awarded will be posted on March 31st for the period April 1st to March 31st.
 5. Commencing April 1st, for those vacation periods still available based on staffing needs, employees may submit vacation requests in writing at any time prior to finalizing a work schedule. Such vacation requests will be filled on a first come basis.
 6. A reminder will be posted from December 15th to December 31st, that employees who have unscheduled vacation still due in the current vacation year must submit their requests by December 31st. If, as of January 1st, there has been written request, the Employer will schedule any outstanding vacation during the period January 10th to March 31st.

7. Staffing needs during the period December 15th to January 10th must also take into an account the number of statutory holidays and the additional programming needs. During this time, no vacation will be granted which spans both the Christmas/Boxing Day period and the New Holiday.

Article L24 Sick Leave

L24.1 When sick leave is claimed the Centre reserves the right to request proof of illness by medical certification.

Article L25 WAGES AND CLASSIFICATION PREMIUMS

L25.1 See Wage Schedules.

L25.2 Paydates

- (a) The Centre agrees that wages shall be paid on a regular payday every two (2) weeks except when interfered with by the occurrence of a Statutory, Civic or Religious holiday. In this case the regular payday may be delayed one day. The regular payday shall be Friday for the purposes of this Article.
- (b) Employees will be paid during working hours and usually during the last shift worked prior to the regular pay-day.

L25.3 During the term of the agreement, the Centre may establish certain positions designated as Team Leaders, the rate of pay for incumbents will be 30 cents per hour more than the rate of the classification held.

Article L30 MISCELLANEOUS

L30.1

LETTER OF AGREEMENT

Between

Baycrest Centre for Geriatric Care

and

Service Employees International Union, Local 204

VACATION SCHEDULING FOR THE NURSING DIVISION

Article 21.03 of the Full time Service Agreement shall be amended to the following. This amendment applies only to Health Care Aides and Registered Practical Nurses' working in the Nursing Division:

The vacation year shall be April 1st to March 31st each year

The available times for vacations will be posted starting on February 1st and will be taken down after March 15th of each year. During the posting period employees may submit a written request for vacation for the coming year. The request can be for one continuous vacation period or multiple time periods throughout the year. An employee may elect not to submit a vacation request at this time, but does so with the knowledge that future vacation requests will be filled on a first come basis.

All vacation requests will then be allocated on the basis of seniority. When employees in a unit desire the same or overlapping vacation period, which is not possible because of the staffing requirements of the Centre, the seniority of the employees directly concerned shall govern any assignment of vacations. One exception is a senior employee who had the same vacation period in the preceding year, in which case the vacation will be awarded to the next senior employee requesting it.

Once the vacations have been allocated, the schedule of vacations so awarded will be posted on March 31st for the period April 1st to March 31st.

Commencing April 1st, for those whose vacation periods still available based on staffing needs, employees may submit vacation requests in writing at any time prior to finalizing a work schedule. Such vacation requests will be filled on a first come basis.

A reminder will be posted from December 15th to December 31st, that employees who have unscheduled vacation still due in the current vacation year must submit their requests by December 31st. If, as of January 1st, there has been written request, the Employer will schedule any outstanding vacation during the period January 10th to March 31st.

LETTER OF AGREEMENT

Between

BAYCREST CENTRE FOR GERIATRIC CARE

and

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 204

VACATION ENTITLEMENT

Pursuant to Article 21.01 of the Full-time Service Agreement and for ease of administration, vacation entitlement will be calculated as follows:

All employees shall receive vacation with pay based on length of full-time continuous service. Such vacation shall be calculated and credited on a bi-weekly basis. For those working 75 hours per bi-weekly pay period, therefore:

An employee who has completed less than one year of continuous service shall be entitled to vacation on the basis of 2 weeks annual vacation prorated in accordance with his/her services or 2,8846 hours per bi-weekly pay period.

An employee who has completed one year but less than two years of continuous service shall be entitled to two weeks' annual vacation with pay or 2,8846 hours per bi-weekly pay period.

An employee who has completed two years but less than five years of continuous service shall be entitled to three weeks' annual vacation with pay or 4,3269 hours per bi-weekly pay period.

An employee who has completed five years but less than fifteen years of continuous services shall be entitled to four weeks' annual vacation with pay or 5,7692 hours per bi-weekly pay

An employee who has completed fifteen years but less than twenty-five years of continuous service shall be entitled to five weeks annual vacation with pay or 7,2115 hours per bi-weekly pay period.

An employee who has completed twenty five years or more of continuous service shall be entitled to six weeks annual vacation with pay or 8,6538 hours per bi-weekly pay period.

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 Article 9.05, The Effect of Absence provision.

Originally signed April 9, 1999

Resigned: February 21, 2002

IN THE MATTER OF AN ARBITRATION

Between

BAYCREST CENTRE FOR GERIATRIC CARE
The "Employer"

and

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 204
The "Union"

Re: Policy Grievance re HOODIP
Administration of, sick leave portion dated April 22, 1998

MEMORANDUM OF AGREEMENT

The parties agree as follows:

Periods during which employees have returned to their regular duties and regular hours following the onset of disability shall not be included in the calculation of the duration of sick pay benefits.

In respect of calculation of sick pay benefits for employees regularly working more than 24 hours per week but less than 37.5 hours per week, article 4.02 applies.

This Memorandum of Agreement resolves all matters raised in the grievance and the grievance is hereby withdrawn

The parties acknowledge that this grievance did not raise any matters concerning rehabilitation or modified work. This Memorandum of Agreement is made on a without prejudice or precedent basis to any other matters between the parties.

Originally signed June 1, 1999

Resigned: February 21, 2002

LETTER OF UNDERSTANDING "B"

Between

BAYCREST CENTRE FOR GERIATRIC CARE

and

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 204

CONFINEMENT AT WORK STATIONS

It is understood and agreed that employees working on the night shifts who are instructed by the Centre that they cannot leave their work station during their shift are to be paid 1 ½ times their regular straight time rate of pay for their meal breaks.

Originally signed April 1, 1998

Resigned: February 21, 2002

LETTER OF UNDERSTANDING

Between

BAYCREST CENTRE FOR GERIATRIC CARE

and

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 204

Re: Extended Shift Arrangements (12 Hour Shifts)

The local parties hereby agree that extended shifts will be implemented under the following terms and conditions. In all other respects, the Collective Agreement shall apply.

All eligible full time and regular part time R.P.N. and H.C.A. staff on a unit that is considering extended shift schedules 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 SEIU 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. This Agreement shall form part of the Collective Agreement between the parties herein, and shall apply to R.P.N.s and H.C.A.s.

1. Discontinuance of 12 Hour Tours

When notice of discontinuation is given by either Party:

- (i) The parties shall meet within two (2) weeks of the giving of notice to review the request for discontinuation; and
- (ii) Where it is determined that the 12 hour tours will be discontinued, affected employees shall be given sixty (60) days' notice before the schedules are so amended.

- 3.5 The Employer will not schedule split shifts.
- 3.6 The Employer will provide at least every second (2nd) weekend off.

If an employee works a second consecutive and subsequent weekend(s), she will receive premium payment as defined in the Central Agreement for all hours worked on that weekend and subsequent weekends, until a weekend is scheduled off, save and except where:

- (i) Such a weekend has been worked by an employee to satisfy specific days off requested by such employee; or
- (ii) Such employee has requested weekend work only; or
- (iii) Such weekend is worked as a result of an exchange with another employee.

4. **Overtime**

- 4.1 Overtime shall be defined as being all hours worked in excess of the normal or standard extended workday, as set out in Article 3.1 above
- 4.2 For the purposes of overtime, the hours of work per week shall be averaged over three (3) bi-weekly pay periods.

5. **Sick Leave and Long-Term Disability**

- 5.1 The Short-term sick plan will provide payment for the number of hours of absence according to the scheduled shift up to a fifteen (15) weeks. All other provisions of the existing plan shall be maintained.

6. **Paid Holidays** (Applicable to Full-time Employees Only)

- 6.1 Holiday pay will be computed on the basis of the employee's regular straight time hourly rate of pay times the normal or standard work day as set out in the "Daily and Weekly Hours of Work" (Article 16).

6.2 **An** employee required to work on any of the designated holidays listed in the Collective Agreement shall be paid at the rate of time and one-half (1½) his regular straight time rate of **pay** for all hours worked on such holiday (0001H to 2400h of the holiday).

7. **Vacation**

7.1 (Applicable to Full time only)
Vacation entitlement as set out in the Collective Agreement will be considered in hours on the basis of the employee's normal work week.

7.2 (Applicable to Part-time only)
As set out in the Collective Agreement.

8. **Temporary Transfers**

8.1 In Article 25.03 of the Collective Agreement, replace "for a period in excess of one-half a shift" with "**in excess of 3.75**"for extended hours.

9. **Responsibility Allowance Outside the Bargaining Unit**

9.1 In Article 17.07 of the Collective Agreement replace "**in excess of one-half of a shift**" with "**after 3.75**" for extended hours.

Originally signed June 5, 2001

Resigned: February 21, 2002

LETTER OF UNDERSTANDING

Between

BAYCREST CENTRE FOR GERIATRIC CARE

and

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 204

Be: Twelve (12) Hour Shifts

The local parties hereby agree that twenty (20) new full time day Certified Health Care Aide positions for Apotex units 2, 4, 5, 6, & 7 will be posted within a week of signing this agreement and will be posted as twelve (12) hour shifts.

These twelve (12) hour shifts shall be implemented under the following terms and conditions. In all other aspects the Collective Agreement shall apply.

1. Probation

1.1 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 and one-half (337½) 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

2. Scheduling Provisions for 12 hour Shifts

The following scheduling provisions shall apply to all employees working twelve (12) hour shifts.

2.1 A regular 12 hour shift shall be 11.25 consecutive hours in any twenty-four hour period exclusive of a 45 minute unpaid meal period. The employee shall be entitled to paid relief periods as per Collective Agreement.

- 2.2 Not more than three (3) consecutive 12 hour shifts shall be scheduled. When the Employer requires an employee to work a fourth (4th) consecutive shift, premium pay shall be paid for the fourth (4th) and subsequent consecutive shifts until a day off has been scheduled.
- 2.3 At least twelve (12) hours' time off will be scheduled between shifts. Failure to provide the twelve (12) hours between the end of an employee's scheduled shift and the commencement of such employee's next scheduled shift shall result in payment of one and one-half (1½) times the employee's regular straight time hourly rate for only those hours which reduce the 12 hour period. Where the twelve-hour period is reduced as a result of an approved change of shift(s) requested by the employee's, such premium payment shall not apply.
- 2.4 A weekend is defined as a minimum of fifty-six (56) hours commencing at the completion of the Friday day shift.
- 2.5 The Employer will not schedule split shifts.
- 2.6 The Employer will provide at least every second (2nd) weekend off.
- 2.7 If an employee works a second consecutive and subsequent weekend(s), she will receive premium payment as defined in the Central Agreement for all hours worked on that weekend and subsequent weekends, until a weekend is scheduled off, save and except where:
- (i) Such a weekend has been worked by an employee to satisfy specific days off requested by such employee; or
 - (ii) Such employee has requested weekend work only; or
 - (iii) Such weekend is worked as a result of an exchange with another employee.

3. Overtime

3.1 Overtime shall be defined as being all hours worked in excess of the normal or standard extended workday, as set out in Article 2.1 above.

3.2 For the purposes of overtime, the hours of work per week shall be averaged over three (3) bi-weekly pay periods.

4. Sick Leave and Long-Term Disability

4.1 The Short-term sick plan will provide payment for the number of hours of absence according to the scheduled shift up to a fifteen (15) weeks. All other provisions of the existing plan shall be maintained.

5. Paid Holidays (Applicable to Full-time Employees Only)

5.1 Holiday pay will be computed on the basis of the employee's regular straight time hourly rate of pay times the normal or standard work day as set out in the "Daily and Weekly Hours of Work" (Article 16)

5.2 **An** employee required to work on any of the designated holidays listed in the Collective Agreement shall be paid at the rate of time and one-half (1½) his regular straight time rate of pay for all hours worked on such holiday (0001H to 2400h of the holiday).

6. Vacation

6.1 (Applicable to Full time only)
Vacation entitlement as set out in the Collective Agreement will be considered in hours on the basis of the employee's normal work week.

6.2 (Applicable to Part-time only)
As set out in the Collective Agreement.

7. Temporary Transfers

7.1 In Article 25.03 of the Collective Agreement, replace "for a period in excess of one-half a shift" with "in excess of 3.75" for extended hours.

8. Responsibility Allowance Outside the Bargaining Unit

8.1 In Article 17.07 of the Collective Agreement replace "in excess of one-half of a shift" with "after 3.75" for extended hours.

originally signed April 6, 2001

Resigned: February 21, 2002

FOR THE UNION

FOR THE CENTRE

SCHEDULE "A"

OCTOBER 11, 2001 - OCTOBER 10, 2004

	START	YEAR 1	YEAR 2
Cook II			
October 11, 2001 - 2.5%	\$16.0131	\$16.3617	
October 11, 2002 - 3%	\$16.4935	\$16.8526	
October 11, 2003 - 3%	\$16.9883	\$17.3582	
Cook I			
October 11, 2001 - 2.5%	\$16.6567	\$16.9920	
October 11, 2002 - 3%	\$17.1564	\$17.5018	
October 11, 2003 - 3%	\$17.6711	\$18.0269	
Cook's Helper			
October 11, 2001 - 2.5%	\$15.8923	\$16.2410	
October 11, 2002 - 3%	\$16.3691	\$16.7282	
October 11, 2003 - 3%	\$16.8602	\$17.2300	
Electrician			
October 11, 2001 - 2.5%	\$22.4885	\$23.1548	
October 11, 2002 - 3%	\$23.1632	\$23.8494	
October 11, 2003 - 3%	\$23.8581	\$24.5649	
Engineer, Building Services			
October 11, 2001 - 2.5%	\$20.1925	\$21.9863	
October 11, 2002 - 3%	\$20.7983	\$22.6459	
October 11, 2003 - 3%	\$21.4222	\$23.3253	
Kitchen Helper			
October 11, 2001 - 2.5%	\$15.9192	\$16.2410	
October 11, 2002 - 3%	\$16.3968	\$16.7282	
October 11, 2003 - 3%	\$16.8887	\$17.2300	
Linen Boom Aide			
October 11, 2001 - 2.5%	\$15.8254	\$16.1740	
October 11, 2002 - 3%	\$16.3002	\$16.6592	
October 11, 2003 - 3%	\$16.7892	\$17.1590	

OCTOBER 11, 2001 - OCTOBER 10, 2004

	START	YEAR 1	YEAR 2
Food Service Aide			
October 11, 2001 - 2.5%	\$15.8387	\$16.1740	
October 11, 2002 - 3%	\$16.3139	\$16.6592	
October 11, 2003 - 3%	\$16.8033	\$17.1590	
Hairdressers			
October 11, 2001 - 2.5%	\$15.9325	\$16.1874	\$16.3484
October 11, 2002 - 3%	\$16.4105	\$16.6730	\$16.8389
October 11, 2003 - 3%	\$16.9028	\$17.1732	\$17.3441
Certified Health Care Aide/PSW			
October 11, 2001 - 2.5%	\$15.9325	\$16.1874	\$16.3484
October 11, 2002 - 3%	\$16.4105	\$16.6730	\$16.8389
October 11, 2003 - 3%	\$16.9028	\$17.1732	\$17.3441
Housekeeping Aide			
October 11, 2001 - 2.5%	\$15.8387	\$16.1740	
October 11, 2002 - 3%	\$16.3139	\$16.6592	
October 11, 2003 - 3%	\$16.8033	\$17.1590	
Janitor			
October 11, 2001 - 2.5%	\$15.9192	\$16.2410	
October 11, 2002 - 3%	\$16.3968	\$16.7282	
October 11, 2003 - 3%	\$16.8887	\$17.2300	
O.T./P.T. Assistant			
October 11, 2001 - 2.5%	\$15.9325	\$16.1875	\$16.3484
As per Memorandum of Agreement Dated March 18, 2203.			
October 11, 2002 - 6%	\$17.3951	\$17.6735	\$17.8492
October 11, 2003 - 3%	\$17.9170	\$18.2037	\$18.3847
October 11, 2003 - 3%	\$18.4545	\$18.7498	\$18.9363
Painter			
October 11, 2001 - 2.5%	\$19.0421	\$19.3773	
October 11, 2002 - 3%	\$19.6134	\$19.9586	
October 11, 2003 - 3%	\$20.2018	\$20.5574	

OCTOBER 11, 2001 - OCTOBER 10, 2004

	START	YEAR 1	YEAR 2
Maintenance II			
October 11, 2001 - 2.5%	\$16.5760	\$16.9786	
October 11, 2002 - 3%	\$17.0733	\$17.4880	
October 11, 2003 - 3%	\$17.5855	\$18.0126	
Maintenance I			
October 11, 2001 - 2.5%	\$17.8218	\$18.1571	
October 11, 2002 - 3%	\$18.3565	\$18.7018	
October 11, 2003 - 3%	\$18.9072	\$19.2629	
Mashgiach			
October 11, 2001 - 2.5%	\$15.9192	\$16.2410	
October 11, 2002 - 3%	\$16.3968	\$16.7282	
October 11, 2003 - 3%	\$16.8887	\$17.2300	
Security III			
October 11, 2001 - 2.5%	\$15.5168	\$15.8790	
October 11, 2002 - 3%	\$15.9823	\$16.3554	
October 11, 2003 - 3%	\$16.4618	\$16.8461	
Security II			
October 11, 2001 - 2.5%	\$15.7165	\$16.0584	
October 11, 2002 - 3%	\$16.1880	\$16.5402	
October 11, 2003 - 3%	\$16.6736	\$17.0364	
Security I			
October 11, 2001 - 2.5%	\$15.9995	\$16.3484	
October 11, 2002 - 3%	\$16.4795	\$16.8389	
October 11, 2003 - 3%	\$16.9739	\$17.3441	
Shuttle Bus Driver			
October 11, 2001 - 2.5%	\$16.2571	\$16.5789	
October 11, 2002 - 3%	\$16.7448	\$17.0763	
October 11, 2003 - 3%	\$17.2471	\$17.5886	
Storeperson			
October 11, 2001 - 2.5%	\$16.4556	\$16.7775	
October 11, 2002 - 3%	\$16.9493	\$17.2808	
October 11, 2003 - 3%	\$17.4578	\$17.7992	

OCTOBER 11, 2001 - OCTOBER 10, 2004

	START	YEAR 1	YEAR 2
Plumber			
October 11, 2001 - 2.5%	\$20.3697	\$20.7318	
October 11, 2002 - 3%	\$20.9808	\$21.3538	
October 11, 2003 - 3%	\$21.6102	\$21.9944	
Porter			
October 11, 2001 - 2.5%	\$15.9192	\$16.1740	
October 11, 2002 - 3%	\$16.3968	\$16.6592	
October 11, 2003 - 3%	\$16.8887	\$17.1590	
R.P.N.			
October 11, 2001 - 2.5%	\$20.3965	\$20.5306	\$20.7318
October 11, 2002 - 3%	\$21.0084	\$21.1465	\$21.3538
October 11, 2003 - 3%	\$21.6387	\$21.7809	\$21.9944
Technician, Electronics/Print Shop			
October 11, 2001 - 2.5%	\$19.7393	\$20.0881	
October 11, 2002 - 3%	\$20.3315	\$20.6907	
October 11, 2003 - 3%	\$20.9414	\$21.3114	
Wheel Chair Mechanic			
October 11, 2001 - 2.5%	\$16.2945	\$16.6568	
October 11, 2002 - 3%	\$16.7833	\$17.1565	
October 11, 2003 - 3%	\$17.2868	\$17.6712	
Assistant, Printing			
October 11, 2001 - 2.5%	\$15.9193	\$16.2411	
October 11, 2002 - 3%	\$16.3969	\$16.7283	
October 11, 2003 - 3%	\$16.8888	\$17.2301	
Millwright			
October 11, 2001 - 2.5%	\$18.8659	\$19.2209	
October 11, 2002 - 3%	\$19.4319	\$19.7975	
October 11, 2003 - 3%	\$20.0149	\$20.3914	

Retroactive Pay:

Retroactive pay will be paid on a separate cheque where the existing payroll system allows. Where the existing payroll system does not allow for such separate cheque, the Hospital will supply the employee with a detailed explanation of the retroactive pay calculation.

Retroactivity will be paid for all hours paid by the Employer to all eligible employees on the payroll as of the expiry date of the agreement and to all new such employees hired since that date. Retroactivity will be paid within 90 days from the date of notice of ratification.

The new rates shall be implemented no later than 2 **pay** periods (bi-weekly) from the date of notice of ratification.

If an eligible employee shall have terminated his/her employment since the expiry date of the agreement, the Employer shall advise the employee within 30 days by notice in writing by registered mail to the last known address on the records of the employer and the employee shall have 60 days from the posting within which to claim any payment due to him/her. Retroactivity will be paid within two pay periods (bi-weekly) of the employee making such claim.