

COLLECTIVE AGREEMENT

BETWEEN

**TORONTO EAST GENERAL HOSPITAL
(PART-TIME OFFICE)**

- AND -

**SERVICE EMPLOYEES INTERNATIONAL UNION
Local 1 Canada**

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COLLECTIVE AGREEMENT

BETWEEN

**THE TORONTO EAST GENERAL HOSPITAL
(PART-TIME OFFICE)**

(hereinafter called the "Hospital")

OF THE FIRST PART

- and -

**SERVICE EMPLOYEES INTERNATIONAL UNION
Local 1 Canada**

(hereinafter called the "Union")

OF THE SECOND PART

ARTICLE 1 - PURPOSE

- 1.01 The purpose of this Agreement is to establish an orderly collective bargaining relationship between the Hospital and the employees concerned and to provide machinery for the prompt and equitable disposition of grievances and to establish and maintain satisfactory working conditions, hours of work and wages for all employees within the bargaining unit.

ARTICLE 2 - SCOPE AND RECOGNITION

See Local Provisions Appendix 2.

ARTICLE 3 - MANAGEMENT RIGHTS

See Local Provision Appendix 3.

ARTICLE 4 - DEFINITIONS

4.01 Temporary Employees

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

This clause would not preclude such employees from using the job posting provision under the Collective Agreement and any successful applicant who has completed his probation period will be credited with the appropriate seniority and service. For clarity, Article 9.01 (probationary period) does not apply to this group of employees during the period of the temporary assignment.

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

4.02 RPN – Registered Practical Nurse

A Registered Practical Nurse (RPN) is a nurse who holds a Certificate of Registration with the College of Nurses of Ontario in accordance with the Regulated Health Professions Act, and the Nursing Act.

4.03 PN – Practical Nurse

A Practical Nurse (PN) is a nurse who holds a Temporary Certificate of Registration in accordance with the Nursing Act, 1991 and its Regulations must obtain her or his Certificate of Registration prior to the expiry of her or his Temporary Certificate.

4.04 Union Representative

Union Representative is defined as Staff Representative of the bargaining agent as assigned by the President or designate.

4.05 Schedule A

The Local wage grid shall be found at Schedule A.

4.06 The word "employee" or "employees" wherever used in this Agreement shall mean only the employees in the bargaining unit defined above, unless the context otherwise provides.

4.07 Where the masculine pronoun is used herein, it shall mean and include the feminine pronoun where the context so provides.

ARTICLE 5 - UNION SECURITY

5.01 Union Dues

The Hospital agrees to comply with all dues and assessment deductions as directed by the Secretary Treasurer of SEIU Local 1 Canada.

The following refers to employees represented by SEIU Local 1 Canada covered by this agreement.

- (a) All employees who are in the employ of the Hospital at the signing date of this Agreement and all new employees who enter the employ of the Hospital after the Agreement has been signed, shall as a condition of employment, be subject to regular monthly dues to be deducted from their wages and remitted to the Union. It is understood that dues shall be deducted from all employees beginning in their first month of hire.

- (b) All employees hired into the employ of the Hospital subsequent to the signing of this Agreement shall be subject to a one time initiation fee.
- (c) Monthly deductions shall be made and forwarded to the Secretary Treasurer of the local Union on or before the 15th of the month following which the deductions are made. Any omissions and retroactive deductions shall be submitted with the dues of the month following with the reason why dues were missed. The Hospital will endeavour to provide such monthly dues to the Union in an electronic format on a template provided by the Union.
- (d) The Hospital shall, when remitting such dues, name the employees, their work site (if the bargaining unit covers more than one (1) site) and the employee's social insurance number, highlighting new hires, resignations, terminations, new unpaid leave of absences of greater than one (1) month and returns from leaves of absence. The Hospital will endeavour to provide such information in an electronic format on a template provided by the Union.
- (e) Union dues are not deducted from SUB plan payments and the Hospital has not responsibility for Union dues while an employee is off on pregnancy and/or parental Leave.
- (f) The Hospital will provide each employee with a T4 slip showing the annual union dues and assessments paid by that employee for the year previous.
- (g) The amount of the regular monthly dues shall be those authorized by the Union and the Union shall notify the Hospital of any changes therein and such notifications shall be the Hospital's conclusive authority to make the deductions specified.
- (h) In consideration of the deducting of union dues by the Hospital, the Union agrees to indemnify and save harmless the Hospital against any claims or liabilities arising or resulting from the operation of this Article.

5.02 Union Orientation

A new employee will have the opportunity to meet with the representative of the union in the employ of the Hospital for a period of up to fifteen (15) minutes during the employee's orientation period without loss of regular earnings. The purpose of the meeting would be to acquaint the employee with such representative of the union and collective agreement. Such meetings may be arranged collectively or individually for employees by the Hospital as part of the orientation program.

The Hospital shall advise the Union on a monthly basis of:

- (a) the names of the new hires for Orientation
- (b) the time and location within the workplace for the Orientation

5.03 Employee Lists

The Hospital agrees to provide the Union with employee addresses on an annual basis and will endeavour to provide this information in an electronic format on a template provided by the Union. The Union agrees to keep the Hospital harmless from any claims against it by an employee which arise out of any deduction or information provided under this Article.

5.04 No Discrimination

The Hospital and the Union agree that there will be no intimidation, discrimination, interference, or coercion exercised or practiced by either party or their representatives or members because of employee's membership in the Union or because of his/her lack of activity in the Union.

This agreement shall be interpreted in a manner consistent with the provisions of the *Ontario Human Rights Code* and all other applicable legislation.

5.05 The parties agree that Union officials will not interview people without first obtaining prior permission from the Vice President, Human Resources, or his appointee.

5.06 It is the responsibility of the employee to ensure that the hospital has the current name, address and telephone number of this employee as soon as possible. The Union will be notified by the Hospital of such changes. If an employee fails to do this, the Hospital will not be responsible for failure of a notice sent by registered mail to reach such employees.

ARTICLE 6 - NO STRIKE/LOCKOUT

6.01 The Hospital agrees that during the term of this agreement there will be no lockout.

6.02 The Union agrees that during the term of this agreement there will be no strikes.

6.03 The terms "strike" and lock out" shall bear the meaning given them in the *Ontario Labour Relations Act*.

ARTICLE 7 - UNION REPRESENTATION AND COMMITTEES

7.01 Grievance Committee

(a) The Hospital will recognize a Grievance Committee composed of the Chief Steward and a number of locally determined employees who have completed their probationary period, as set out in the Local Provisions Appendix. A general representative of the Union may be present at any meeting of the Committee. The purpose of the Committee is to deal with complaints or grievances as set out in this Collective Agreement.

(b) The Union shall keep the Hospital notified in writing of the names of the members of the Grievance Committee appointed or selected under this Article as well as the effective date of their respective appointments.

- (c) A Committee member shall suffer no loss of earnings for time spent during their regular scheduled working hours in attending grievance meetings with the Hospital up to, but not including arbitration. The number of employees on the Grievance Committee shall be determined locally.

7.02 Union Stewards

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

See Local Provisions Appendix L7

- (b) A Chief Steward may be appointed or elected. The Chief Steward may, in the absence of any steward, assist in the presentation of any grievance, or with any steward function.
- (c) The Union shall keep the Hospital notified in writing of the names of Union stewards appointed or selected under this Article as well as the effective date of their respective appointments.
- (d) It is agreed that Union stewards have their regular duties and responsibilities to perform for the Hospital and shall not leave their regular duties without first obtaining permission from their immediate supervisor. If, in the performance of his duties, a Union steward is required to enter an area within the Hospital in which he is not originally employed, he shall report his presence to the supervisor in the area immediately upon entering it. Such permission shall not be unreasonably withheld. When resuming his regular duties and responsibilities, such steward shall again report to his immediate supervisor. A Union steward shall suffer no loss of earnings for time spent in performing the above duties during his regular scheduled working hours.
- (e) Nothing in this Article shall preclude full-time stewards from representing part-time employees and vice versa **in a combined bargaining unit**.
- (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 hospitals, an employee serving on the Union's Central Negotiating Committee shall be paid for time lost from his normal straight time working hours at his regular rate of pay and without loss of leave credits for attending central negotiating meetings with the Hospitals' Central Negotiating Committee in direct negotiations up to the point of arbitration. In addition, an employee serving on the Union's Central Negotiating Committee shall be paid for time lost from his normal straight time working hours at his regular rate of pay and without loss of leave

credits for two (2) days of preparation time for such central negotiating meetings with the Hospitals' Central Negotiating Committee. Upon reference to arbitration, the Negotiating Committee members shall receive unpaid time off for the purpose of attending arbitration hearings.

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

The Union shall advise the Hospitals' Central Negotiating Committee, before negotiations commence, of those employees to be paid under this provision. The Hospitals' Central Negotiating Committee shall advise the eight 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 Hospital agrees to recognize a Negotiating Committee to be determined by the Union from amongst employees in the bargaining unit, who have completed their probationary period. The number of union committee members will be as set out in the Local Provisions Appendix of this agreement.
- (b) Where the Hospital participates in Central bargaining, the purpose of the Negotiating Committee shall be to negotiate local issues as defined.
- (c) Where the Hospital does not participate in central bargaining, the purpose of the Negotiating Committee shall be to negotiate a renewal of this Collective Agreement.
- (d) The Hospital agrees that the members of the Negotiating Committee shall suffer no loss of earnings for time spent during their regular scheduled working hours in attending such negotiating meetings with the Hospital up to, but not including, arbitration.
- (e) Nothing in this provision is intended to preclude the Union negotiating committee from having the assistance of any representatives of the Union when negotiating with the Hospital.
- (f) The number of employees on the 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 shall be deemed to be at work for which the representative(s) shall be paid by the Hospital at their regular or premium rate as may be applicable.

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

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

Where two or more agreements exist between a Hospital 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 Hospital or between the parties hereto relating to the interpretation, application, administration or alleged violation of the Agreement.

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

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

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

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

Early Resolution

Such complaint shall be discussed between the employee and their 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 Union shall submit the grievance, in writing, and signed by him or her, to the immediate supervisor or designate. The employee may be accompanied by a Union steward. The immediate supervisor or designate will deliver their decision in writing within five (5) days following the day on which the written grievance was presented to him or her. The Union and the Hospital may meet to discuss the grievance at a time and place suitable to both parties. Failing settlement, then:

Step 2

Within five (5) days following the decision in the immediately preceding step, the grievance shall be submitted in writing to the Human Resources Department or designate.

A meeting will then be held between the Human Resources Department or designate and the Union Representative who may be accompanied by the Union Steward(s) or Grievance Committee as applicable 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 Hospital shall be delivered in writing within ten (10) days following the date of such meeting to the Union Representative.

8.05 Policy Grievance

A complaint or grievance arising directly between the Hospital and the Union concerning the interpretation, application or alleged violation of the Agreement shall be originated at Step 2 within ten (10) days following the circumstances giving rise to the grievance.

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

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

8.06 Group Grievance

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

8.07 Discharge Grievance

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

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

- (a) confirming the Hospital's action in discharging the employee, or
 - (b) reinstating the employee with up to full seniority for time lost and up to full compensation for time lost,
 - (c) any other arrangement which may be deemed just and equitable
- 8.08 (a) Failing settlement under the foregoing procedure any grievance may be submitted to arbitration as hereinafter provided. If no written request for arbitration is received within ten (10) days after the decision under Step 2 is given, the grievance shall be deemed to have been abandoned.
- (b) The parties agree that it is their intent to resolve grievances without recourse to arbitration, wherever possible. Therefore, notwithstanding (a) above, the parties may, upon mutual agreement, engage the services of a mediator/arbitrator in an effort to resolve the grievance and may extend the time limits for the request for arbitration. The parties will share equally the fees and expenses, if any, of the mediator/arbitrator.
- 8.09 All agreements reached, under the grievance procedure, between the representatives of the Hospital and representatives of the Union will be final and binding upon the Hospital, the Union and the employee(s).
- 8.10 (a) When either party requests that any matter be submitted to Arbitration as provided in this Article, it shall make such request in writing addressed to the other party to this Agreement, and at the same time appoint a nominee. Within five (5) days thereafter, the other party shall appoint its nominee, provided however, that if such party fails to appoint its nominee as herein required, the Minister of Labour for the Province of Ontario shall have the power to make such appointment upon application thereto by the party

invoking the arbitration procedure. The two nominees shall attempt to agree upon a chairman of the Arbitration Board. If they are unsuccessful in agreeing upon such a chairman within a period of ten (10) days of the appointment of the second nominee, they shall then request the Minister of Labour for the Province of Ontario to appoint a chairman.

(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

9.01 Probationary Period

A new employee will be considered on probation until he has completed 450 hours of work within any twelve (12) calendar months. Upon completion of the probationary period he shall be credited with seniority equal to 450 hours of work. With the written consent of the Hospital, the probationary employee, and the Union Representative, such probationary period may be extended. Such extensions shall not be unreasonably denied. Any extension agreed to will be in writing and will specify the length of the extension. The release or discharge of an employee during the probationary period shall not be the subject of a grievance or arbitration.

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

Seniority will operate on a bargaining unit wide basis.

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

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

Employees' hours of service x 1725 = Converted hours of service 1950.

9.03 Transfer of Service and Seniority

- (a) Effective October 10, 1986, and for employees who transfer subsequent to October 10, 1986, an employee whose status is changed from full-time to part-time shall receive credit for his/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.
- (b) 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.
- (c) With respect to transfers that occur on or after the date of ratification, seniority will not precede an employee's hire date in the event that the number of hours a part-time employee has obtained causes the employee's seniority to date back beyond their original date of hire within the bargaining unit.

9.04 Loss of Seniority

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

- (a) employee resigns;
- (b) employee is discharged and the discharge is not reversed through the grievance and arbitration procedure;
- (c) employee is absent from scheduled work without a satisfactory reason for a period of three(3) or more consecutive working days without notifying the Hospital of such absence;
- (d) employee fails to return to work upon the expiration of a leave of absence or utilizes a leave of absence for a purpose other than that for which it was granted;
- (e) employee has been laid off for forty-eight (48) months;
- (f) employee fails upon being notified of a recall to signify their intention to return within five (5) working days after he or she has received the notice of recall, and fails to report to work within ten (10) working days after he or she 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 (Part-time)

Part-time employees shall accrue seniority for the duration of the absence, if an employee's absence is due to a disability resulting in W.S.I.B benefits on the basis of what the employee's average hours of work would have been during the twenty (20) weeks preceding the absence.

Part time employees shall accrue service for a period of fifteen (15) weeks if absent due to a disability resulting in W.S.I.B. benefits, on the basis of what the employee's regular hours of work would have been during the twenty (20) weeks preceding the absence.

9.06 Seniority Lists

The Employer shall provide the Union electronic copies of the Seniority Lists.

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 Hospital of a more broadly representational make-up, there shall be immediately established a Staff Planning Committee for the bargaining unit, which shall meet during the term of this agreement every three (3) months, unless otherwise mutually agreed by the parties. It shall be the function of the Staff Planning Committee to consider possible ways and means of avoiding or minimizing potential adverse effects upon employees in the bargaining unit, including:

- (i) identifying and proposing possible alternatives to any action that the hospital may propose taking;
- (ii) identifying and seeking ways to address the retraining needs of employees;
- (iii) identifying vacant positions within the Hospital for which surplus members of the bargaining unit might qualify, or such positions which are currently filled but which are expected to become vacant within a twelve (12) month period.

Composition and Meetings

The Committee shall be comprised of equal numbers of representatives of the hospital and from the Union. The number of representatives is to be determined locally, and shall consist of at least two (2) representatives from each party.

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

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

Disclosure

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

Accountability

The Committee shall submit its written recommendations to the Chief Executive Officer or designate of the Hospital and the Board of Trustees. Where there is no consensus within the

Committee, the individual members of the Committee shall be entitled to submit their own recommendations. Any agreement between the Hospital and the Union resulting from the above review concerning the method of implementation will take precedence over the other provisions of this agreement.

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

10.02 Notice of Layoff

- (a) In the event of a proposed layoff at the Hospital of a permanent or long-term nature or the elimination of a position within the bargaining unit, the Hospital shall:
 - (i) provide the Union with no less than five (5) months' written notice of the proposed layoff or elimination of position; and
 - (ii) provide to the affected employee(s), if any, who will be laid off with no less than five (5) months' written notice of layoff, or pay in lieu thereof.

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

- (b) A layoff shall not include a reassignment of an employee from her or his classification or area of assignment who would otherwise be entitled to notice of layoff provided:
 - (i) reassignments will occur in reverse order of seniority;
 - (ii) the reassignment of the employee is to an appropriate permanent job with the employer having regard to the employee's skills, abilities, qualification and training or training requirements;
 - (iii) the reassignment of the employee does not result in a reduction of the employee's wage rate or hours of work;
 - (iv) the job to which the employee is reassigned is located at the employee's original work site or at a nearby site in terms of relative accessibility for the employee;
 - (v) the job to which the employee is reassigned is on the same or substantially similar shift or shift rotations; and

- (vi) where more than one employee is to be assigned in accordance with this provision, the reassigned employees shall be entitled to select from the available appropriate vacancies to which they are being reassigned in order of seniority provided no such selection causes or would cause a layoff or bumping.

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

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

10.03 Severance and Retirement Options

(a) **Severance Pay**

- (i) Where an employee resigns within thirty (30) days after receiving notice of layoff pursuant to Article 10.02(a)(ii) that their 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 sixteen (16) weeks' pay, and, on production of receipts from an approved educational program, within twelve (12) months of resignation, may be reimbursed for tuition fees up to a maximum of three thousand (\$3000.) dollars.
- (ii) Where an employee resigns later than thirty (30) days after receiving notice of layoff pursuant to Article 10.02(a)(ii) that their position will be eliminated, he or she shall be entitled to a separation allowance of four (4) weeks' salary, and, on production of receipts from an approved educational program, within twelve (12) months of resignation, may be reimbursed for tuition fees up to a maximum of one thousand two hundred and fifty (\$1,250.) dollars.

(b) **Retirement Allowance**

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

Within thirty (30) days from the date of notice of lay-off, an employee who has received notice of lay-off of a permanent or long-term nature may retire

provided that the employee is eligible to retire under the terms of the Hospitals of Ontario Pension Plan. An employee who chooses this option forfeits her right to notice and will receive severance pay on the basis of two (2) weeks' pay for each year of service with the Hospital to a maximum of fifty-two (52) weeks on the basis of the employees' normal weekly earnings

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

(c) **Voluntary Exit Option**

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

- (i) The Hospital will first make offers in the classifications within department(s) where layoffs would otherwise occur. If more employees than are required are interested, the Hospital will make its decision based on seniority.
- (ii) If insufficient employees in the department affected accept the offer, the Hospital will then extend the offer to employees in the same classification in other departments. If more employees than are required are interested, the Hospital will make its decision based on seniority.
- (iii) In no case will the Hospital approve an employee's request under (i) and (ii) above for a voluntary early exit option, if the employees remaining are not qualified to perform the available work.
- (iv) The number of voluntary early exit options the Hospital approves will not exceed the number of employees in that classification who would otherwise be laid off. The last day of employment for an employee who accepts a voluntary early exit option will be at the Hospital's discretion and will be no earlier than thirty (30) calendar days immediately following the employee's written acceptance of the offer.

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

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

- (i) whose lay-off is permanent, or
- (ii) who is laid off for twenty-six (26) weeks in any fifty-two (52) week period, and who has not elected to receive a severance payment under either (a) or (b) of this Article, shall be entitled to severance pay equal to the greater of two (2) weeks pay, or one (1) weeks' pay per year of service to a maximum of twenty-six (26) weeks pay. This entitlement shall not be in addition to any entitlement to severance

pay under the Employment Standards Act, but at the same time, shall not preclude an employee from claiming any greater entitlement which that Act may at some point come to provide.

An employee may elect to defer receipt of this severance payment while their 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 their recall rights shall be extinguished.

10.04 Regional Staff Planning Committees

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

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

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

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

10.05 Lay-off and Recall

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

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

off employee's straight time hourly wage rate.

In the event that there are no employees with lesser seniority in lower or identical paying classifications as defined in this Article, a laid off employee will have the right to displace an employee with lesser seniority, who is the least senior employee in a higher paying classification provided he can perform the duties without training other than orientation. Such employee so displaced shall be laid off.

- (iii) The decision of the employee to choose (a) or (b) above shall be given in writing to the designated hospital representative within ten (10) working days (excluding Saturday, Sunday and Holidays) following the notification of lay-off. Employees failing to do so will be deemed to have accepted the layoff.
- (c) The Hospital agrees to post vacancies during the recall period, as per the job posting procedure, allowing employees on recall to participate in the posting procedure. Should the position not be filled via the job posting procedure an employee shall have opportunity of recall from a lay-off to an available opening, in order of seniority, provided he has the ability to perform the work.
- (d) In determining the ability of an employee to perform the work for the purposes of the paragraphs above, the Hospital shall not act in an arbitrary or unfair manner.
- (e) An employee recalled to work in a different classification from which he was laid off shall have the privilege of returning to the position he held prior to the lay-off should it become vacant within six (6) months of being recalled.
- (f) No new employees shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so, in accordance with the loss of seniority provision, or have been found unable to perform the work available.
- (g) It is the sole responsibility of the employee who has been laid off to notify the Hospital of his intention to return to work within five (5) working days (exclusive of Saturdays, Sundays and paid holidays) after being notified to do so by registered mail, addressed to the last address on record with the Hospital (which notification shall be deemed to have been received on the second day following the date of mailing) and to return to work within ten (10) working days after being notified. The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work. The employee is solely responsible for his proper address being on record with the Hospital.
- (h) Employees on lay-off or notice of lay-off shall be given preference for temporary vacancies which are expected to exceed (10) working days.
- (i) 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 forty-eight (48) months from the date of lay-off.

10.06 Not Applicable

ARTICLE 11 - JOB POSTING

11.01 Where a permanent vacancy occurs in a classification within the bargaining unit or a new position within the bargaining unit is established by the Hospital such vacancy shall be posted by the Hospital for a period of seven (7) days, excluding Saturday, Sunday and holidays. Vacancies created by the filling of an initial permanent vacancy within the bargaining unit shall be posted for a period of five (5) consecutive days excluding Saturday, Sunday, and holidays. All applications are to be made in writing within the posting period.

The Hospital agrees that it shall post permanent vacant positions within thirty (30) calendar days of the position becoming vacant, unless the Hospital provides the union notice under Article 10.02 (a) of its intention to eliminate the position.

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

11.03 Employees shall be selected for positions under Article 11.01 on the basis of their ability, experience and qualifications. Where these factors are relatively equal amongst the employees considered, seniority shall govern providing the successful applicant, if any, is qualified to perform the available work. The name of the successful applicant will be posted on the bulletin board for a period of seven (7) calendar days and unsuccessful applicants will be notified.

11.04 Where there are no successful applicants from within this bargaining unit for positions referred to in Article .01, employees in other SEIU Clerical bargaining units at the Hospital will be considered for such positions prior to considering persons not employed by the Hospital. The employees eligible for consideration shall be limited to those employees who have applied for the position in accordance with Article .01 and selection shall be made in accordance with Article .03 above.

11.05 Vacancies which are not expected to exceed six (6) months will not be posted and may be filled at the discretion of the Hospital. In filling such vacancies,

consideration shall be given to part-time employees in SEIU Clerical bargaining units who have recorded their interest in writing, prior to considering persons not employed by the Hospital. In considering such part-time employees the criteria for selection in .03 shall apply. Part-time employees, selected to fill a vacancy under this Article will continue to maintain their part-time status and, upon completion of the assignment, the employee will return to his former position.

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

11.07 The successful applicant will be placed in the vacancy for a trial period not exceeding forty-five (45) working days and, if the employee proves satisfactory, then he shall be considered permanently assigned to the vacancy. If the employee proves unsatisfactory during that time, or if the employee feels he is unable to perform the duties of the vacancy to which he is posted, the employee will be returned to his former position at his former salary or rate of pay, as will any other employee in the Bargaining Unit who was promoted or transferred by reason of such placing. Newly-hired employees shall be terminated and such termination shall not be subject to the grievance and arbitration procedure.

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

11.09 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 (1) step in the wage rate of his previous classification (provided that he does not exceed the wage rate of the classification to which he has been promoted).

ARTICLE 12 - NO CONTRACTING OUT

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

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

- (1) to employ the employees thus displaced from the hospital; and

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

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

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

ARTICLE 13 - WORK OF THE BARGAINING UNIT

13.01 Work of the Bargaining Unit

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

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

13.02 Employment Agencies

Prior to enlisting the services of an employment agency, the Hospital 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 March 1, 2003.
- (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 Not applicable.

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 regular job.

- 14.02 Where the Hospital has decided to introduce a technological change, the Hospital undertakes to meet with the Union to consider the minimizing of adverse effect on the status of an employee (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 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 employment status at the earliest reasonable time in keeping with the notification of the Union as set out above and the requirements of the applicable legislation.

ARTICLE 15 - LEAVES OF ABSENCE

15.01 Bereavement Leave

Any employee who notifies the Hospital as soon as possible following a death will be granted bereavement leave for up to four (4) consecutive working days off, without loss of regular pay from regularly scheduled hours, in conjunction with the death of the spouse, child or parent.

Any employee who notifies the Hospital as soon as possible following a death will be granted bereavement leave for 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, brother, sister, son-in-law, daughter-in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent, grandchild, guardian or step-parent.

An employee shall be granted one (1) day bereavement leave without loss of regular pay from regularly scheduled hours for the death of their aunt, uncle, niece or nephew.

The Hospital, in its discretion, may extend such leave with or without pay.

Where an employee does not qualify under the above-noted conditions, the Hospital may, 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.

Notwithstanding the above, individuals will be granted flexibility to distribute their bereavement leave entitlement over two (2) occasions, not exceeding their entitlement above, in order to accommodate religious and cultural diversity.

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

15.03 Jury and Witness Duty

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

- (a) notifies the Hospital immediately on the employee's notification that he will be required to attend at court;
- (b) presents proof of service requiring the employee's attendance;
- (c) deposits with the hospital the full amount of compensation received, excluding mileage, travelling and meal allowances and an official receipt thereof.
- (d) In addition to the foregoing, where an employee is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the employee's duties at the hospital on a day on which he has not been scheduled to work, he shall be paid for all hours actually spent at such hearing at his/her regular straight time hourly rate subject to the overtime provisions of the collective agreement and subject to (a), (b) and (c) above.

15.04 Pregnancy Leave

- (a) Pregnancy leave will be granted in accordance with the provisions of the *Employment Standards Act*, except where amended in this provision. The service requirement for eligibility for pregnancy leave shall be thirteen (13) weeks of continuous service.
- (b) The employee shall give written notification at least two (2) weeks in advance of the date of commencement of such leave and the expected date of return. At such time she shall also furnish the Hospital with the certificate of a legally qualified medical practitioner stating the expected birth date.
- (c) The employee shall reconfirm her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Hospital at least two (2) weeks in advance thereof.
- (d) An employee who is on pregnancy leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance pregnancy benefits pursuant to Section 22 of the Employment Insurance Act, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between ninety-three percent (93%) of her regular weekly earnings and the sum of her weekly Employment Insurance benefits and any other earnings.

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

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

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

- (e) Credits for service and seniority shall accumulate for a period of up to seventeen (17) weeks while an employee is on pregnancy leave on the basis of what the employee's normal regular hours of work would have been.
- (f) The Hospital will continue to pay its share of the contributions of the pension

plan in which the employee is participating, for a period of up to seventeen (17) weeks while the employee is on pregnancy leave. The Hospital will also continue to pay the supplemental percentage in lieu of benefits and will register these benefits as part of the Supplemental Unemployment Insurance Benefit Plan with the Canada Employment Insurance Commission.

- (g) Subject to any changes to the employee's status which would have occurred had she not been on pregnancy leave, the employee shall be reinstated to her former duties, on the same shift in the same department, and at the same rate of pay.

15.05 Parental Leave (Part-time)

- (a) Parental leaves will be granted in accordance with the provisions of the *Employment Standards Act*, except where amended in this provision. The service requirement for eligibility for parental leave shall be thirteen (13) weeks of continuous service.
- (b) An employee, who qualifies for parental leave, other than an adoptive parent, shall give written notification at least two (2) weeks in advance of the date of commencement of such leave and the expected date of return.
- (c) An employee who is an adoptive parent shall advise the Hospital as far in advance as possible of having qualified to adopt a child, and shall request the leave of absence, in writing, upon receipt of confirmation of the pending adoption. If because of late receipt of confirmation of the pending adoption, the employee finds it impossible to request the leave of absence in writing, the request may be made verbally and subsequently verified in writing.
- (d) An employee shall reconfirm their intention to return to work on the date originally approved in subsection (b) above by written notification received by the Hospital at least two (2) weeks in advance thereof.
- (e) An employee who is on parental leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance parental benefits pursuant to Section 23 of the Employment Insurance Act, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between ninety-three percent (93%) of her regular weekly earnings and the sum of her weekly Employment Insurance benefits and any other earnings. Such payment shall commence following completion of the two-week Employment Insurance waiting period, and receipt by the Hospital of the employee's Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance parental benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of ten (10) weeks. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours plus any wage increase or salary increment that she would be entitled to if she were not on parental leave.

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

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

- (f) Credits for service and seniority shall accumulate for a period of up to thirty-five (35) weeks after the parental leave began, if the employee also took pregnancy leave, and thirty-seven (37) weeks after the parental leave began otherwise, while an employee is on parental leave on the basis of what the employee's normal regular hours of work would have been.
- (g) The Hospital will continue to pay its share of the contributions of the pension plan in which the employee is participating, for a period of eighteen (18) weeks while the employee is on parental leave.

The Hospital will also continue to pay the percentage in lieu of benefits for a period of up to ten (10) weeks. The Hospital will register these benefits as part of the Supplemental Unemployment Insurance Benefit Plan with the Canada Employment Insurance Commission.

- (h) Subject to any changes to the employee's status which would have occurred had he or she not been on parental leave, the employee shall be reinstated to their former duties, on the same shift in the same department, and at the same rate of pay.

15.06 Full-time Union Office

Upon application by the Union, in writing, the Hospital will give reasonable consideration to a request for 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 Hospital shall grant leave of absence without pay to employees to attend Union conventions, seminars, education classes or other Union business provided that such leave will not interfere with the efficient operation of the Hospital.

- (b) In requesting such leave of absence for an employee or employees, the Union must give at least fourteen (14) days clear notice in writing to the Hospital. If for unforeseeable circumstances less than fourteen (14) days notice is provided, leave may be granted at the discretion of the Hospital.
- (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).

15.08 Pre-Paid Leave Plan

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

- (a) The plan is available to employees wishing to spread four (4) years' salary over a five (5) year period, in accordance with Part 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 Hospital at least six (6) months prior to the intended commencement date of the program (i.e. the salary deferral portion), stating the intended purpose of the leave.
- (c) The number of employees that may be absent at any one time shall be determined between the local parties. The year 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 Hospital.
- (d) Where there are more applications than spaces allotted, seniority shall govern.
- (e) During the four (4) year of salary deferral, 20% of the employee's gross annual earnings will be deducted and held for the employee and will not be accessible to the employee until the year of the leave or upon withdrawal from the plan.
- (f) The manner in which the deferred salary is held shall be at the discretion of the Hospital.
- (g) All deferred salary, plus accrued interest, if any, shall be paid to the employee at the commencement of the leave or in accordance with such other payment schedule as may be agreed upon between the Hospital and the employee.
- (h) All during the four (4) year of salary deferral benefits shall be kept whole. During the year of the leave, seniority shall accumulate. Service for the purpose of vacation and salary progression and other benefits will be

retained but will not accumulate during the period of the leave. The employee shall become responsible for the full payment of premiums for any health and welfare benefits in which the employee is participating. Contributions to the Hospitals of Ontario Pension Plan will be in accordance with the Plan. The employee will not be eligible to participate in the disability income plan during the year of the leave.

- (i) An employee may withdraw from the plan at any time during the deferral portion provided three (3) months notice is given to the Hospital. Deferred salary, plus accrued interest, if any, will be returned to the employee within a reasonable period of time.
- (j) If the employee terminates employment, the deferred salary held by the Hospital plus accrued interest, if any, will be returned to the employee within a reasonable period of time. In case of the employee's death, the funds will be paid to the employee's estate.
- (k) The Hospital will endeavour to find a temporary replacement for the employee as far in advance as practicable. If the Hospital is unable to find a suitable replacement, it may postpone the leave. The Hospital will give the employee as much notice as is reasonably possible. The employee will have the option of remaining in the Plan and rearranging the leave at a mutually agreeable time or of withdrawing from the plan and having the deferred salary, plus accrued interest, if any, paid out to the employee within a reasonable period of time.
- (l) The employee will be reinstated to their former position unless the position has been discontinued, in which case the employee shall be given a comparable job.
- (m) Final approval for entry into the pre-paid leave program will be subject to the employee entering into a formal agreement with the Hospital in order to authorize the Hospital to make the appropriate deductions from the employee's pay. Such agreement will include
 - (i) A statement that the employee is entering the pre-paid leave program in accordance with this Article of the collective agreement.
 - (ii) The period of salary deferral and the period for which the leave is requested.
 - (iii) The manner in which the deferred salary is to be held.

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

15.09 Personal Leave

Employees needing unpaid personal leave days for appointments with medical practitioners may utilize the personal leave language, and such leave will not be

unreasonably withheld.

15.10 Medical Care and Emergency Leave

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

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

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

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

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

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

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

15.11 Compassionate Care Leave

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

- (a) Compassionate care leave will be granted to an employee for up to eight (8) weeks within a twenty-six (26) week period to provide care or support to a family member who is at risk of dying within that 26 week period in

accordance with section 49.1 of the *Employment Standards Act*.

- (b) An employee who is on compassionate care leave shall continue to accumulate seniority and service.
- (c) Subject to any changes to the employee's status which would have occurred had he or she not been on compassionate care leave, the employee shall be reinstated to her former duties, on the same shift in the same department, and at the same rate of pay.

A leave of absence taken in conjunction with an annual vacation leave shall be deemed to commence upon the conclusion of the vacation period.

15.12 Military Leave

The parties agree that Section 50.2 of the Employment Standards Act, as amended from time to time, will apply.

ARTICLE 16 - HOURS OF WORK

16.01 Daily and Weekly Hours of Work

- (a) The regular day shift shall not normally exceed eight (8) hours inclusive of meal time for each employee, although it is understood that this Article shall not be, nor be construed to be, a guarantee as to the hours of work per day nor as to the hours of work per shift nor as to the hours of work per week nor as for any period whatsoever nor as a guarantee of working schedules. It is understood that normal hours include those required to accommodate the change from Daylight Saving Time to Standard Time and vice versa to which the other provisions of the Article dealing with Hours of Work and overtime do not apply. It is further understood that the amount of regular pay for a full normal shift worked shall not be affected by reason of the change in the number of normal hours worked in consequence of such change from Daylight Saving Time to Standard Time and vice versa. The provisions of this Article are intended only to provide a basis for calculating time worked.
- (b) Except where employees are otherwise regularly scheduled for less than seven and one-half (7 1/2) hours per day (and except in cases of emergency) the regular shift shall comprise seven and one-half (7 1/2) hours of work exclusive of meal periods, such seven and one-half (7 1/2) hours to be completed within nine (9) hours.

16.02 Rest Periods

- (a) Part-time employees shall be entitled to a paid rest period of fifteen (15) minutes for each three and three-quarter (3 3/4) hours of work during their shift.
- (b) When an employee performs authorized overtime work of at least three (3)

hours duration, the Hospital will schedule a rest period of fifteen (15) minutes duration.

16.03 Not applicable.

ARTICLE 17 - PREMIUM PAYMENT

17.01 Definition of Regular Straight Time Rate of Pay

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

17.02 Definition of Overtime Premium

Employees shall be entitled to payment of time and one-half (1 ½) the employee's basic straight time hourly rate for all authorized overtime work in excess of seven and one-half (7 1/2) hours in a tour of duty or in excess of the average full-time hours of work over the period scheduled by the Hospital. Such period for this purpose shall not exceed two (2) weeks.

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

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

Overtime premium will not be duplicated nor pyramided nor shall other premiums be duplicated nor pyramided nor shall the same hours worked be counted as part of the normal work week and also as hours for which the overtime premium is paid. Authorized leave of absence for Union business and paid holidays shall be considered as time worked for the purposes of computing overtime pay.

It is understood that overtime will be assigned on a rotating seniority basis within the classification on the unit.

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

17.03 Reporting Pay

Employees who report for work at their regular starting time for a regularly scheduled shift when they have not been previously notified not to do so, and for whom regular work is not available, shall be provided with two (2) hours work or two (2) hours pay lieu thereof at their regular straight time hourly rate. Any employee so affected shall take such temporary work as may be assigned to him in order to qualify. This provision shall have no application if work is not available as a result of causes beyond the control of the Hospital. 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. Part-time employees scheduled to work less than seven and one-half (7 ½) hours per day will receive a pro-rated amount of reporting pay.

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 **\$3.30** per hour for all hours on standby. ***(Effective date of ratification)***

Effective October 11, 2016, where such standby duty falls on a paid holiday, as set out in the Appendix of Local Provisions, the employee shall receive standby pay in the amount of \$4.90 per hour.

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

17.05 Call Back

- (a) Where employees are called back to work after having completed a regular shift, and prior to the commencement of their next regular shift they shall receive a minimum of four (4) hours of work or four (4) hours' pay at the rate of time and one-half their regular hourly earnings. Where 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 (2) call back premiums within one such four (4) hour period, and to the extent that a call back overlaps and extends into the hours of his regular shift, (a) shall apply.
- (c) Notwithstanding the foregoing an employee who has worked his full shift on a holiday and is called back shall receive the greater of 2 ½ times his regular straight time hourly rate for all hours actually worked on such call-back or four (4) hours pay at time and one-half his straight time hourly rate, subject to the other provisions set out above.

It is understood that call back and call in shall be done on a rotating seniority basis within the classification on the unit.

17.06 Shift Premium

Employees shall be paid a shift premium of **one dollar and ten cents (\$1.10)** per hour for all hours worked where the majority of their scheduled hours fall between 1500 and 0700 hours.

Effective January 1, 2014 employees shall be paid a shift premium of one dollar and twenty cents (\$1.20) per hour for all hours worked where the majority of her or his scheduled hours fall between 1500 and 0700 hours.

17.07 Responsibility Outside the Bargaining Unit

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

17.08 Overtime - Lieu Time

- (a) Employees who work overtime shall not be required to take time off during regular working hours to make up for overtime work.
- (b) At the request of the employee, the employee may be permitted to take compensating time off on the basis of one hour and a half (1 ½) for each hour of overtime worked. Such compensating time off shall be granted within thirty (30) days of the day on which overtime hours were worked at a time determined by the Hospital and satisfactory to the employee. Where such time off cannot be scheduled within the thirty (30) day period referred to above, unless extended by agreement, the employer will pay for each such overtime hour worked.

17.09 Paid Time to Working Time

Employees absent on approved leave, paid by the Employer or by the Workplace 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 Employer under the applicable provisions of the Collective Agreement where payment is made to the employee by the Union.

17.10 Weekend Premium

Effective October 10, 2009, an employee shall be paid a weekend premium of one dollar and five cents (\$1.05) per hour for each hour worked between 2400 hours Friday to 2400 hours Sunday or such other forty-eight (48) hour period that the Hospital may establish. If an employee is receiving premium pay pursuant to a local scheduling regulation with respect to consecutive weekends worked, he/she will not receive weekend premium under this provision.

Effective October 11, 2010, the weekend premium will increase to one dollar and ten cents (\$1.10) per hour.

ARTICLE 18 - ALLOWANCES

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

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 six dollars (\$6.00) payment.

18.02 Uniform Allowance

See Local Provision Appendix L18

18.03 Transportation Allowance

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

Where the Hospital requires the employee to travel between sites, the Hospital will pay for transportation costs of thirty-five (\$0.35) cents per kilometre unless the Hospital provides transportation between sites.

ARTICLE 19 - HEALTH AND SAFETY

19.01 Accident Prevention - Health and Safety Committee

See Local Provision Appendix L19

19.02 Protective Clothing

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

Effective September 1, 2014 and on that date for each subsequent calendar year, the Hospital will provide \$120 per year to each employee who is required

by the Hospital to wear safety footwear during the course of their duties.

19.03 Influenza Vaccine

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

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

19.04 Pandemic Planning

In the event there are reasonable indications of the emergence of a pandemic any employee working at more than one health care facility will, upon the request of the hospital, provide information of such employment to the hospital. No consequence will flow from such disclosure, other than as strictly necessary to prevent the spread of infection.

19.05 It is in the mutual interests of the parties to promote health and safety in the workplace and to prevent and reduce the occurrence of workplace injuries and occupational diseases. The parties agree that employees have the right to a safe

and health work environment and that health and safety is of the utmost importance. The parties agree to promote health and safety and wellness. The Hospital shall provide orientation and training in health and safety to new and current employees on an ongoing basis and employees shall attend required health and safety training sessions.

- 19.06 The parties fully endorse the responsibilities of employer and employee under the *Occupational Health and Safety Act*. Accordingly, the provisions of the Occupational Health and Safety Act are incorporated into and form part of this collective agreement and the rights and responsibilities set out therein will not be diminished.
- 19.07 The Hospital agrees to cooperate in providing necessary information and management support to enable the Health and Safety committee too fulfil its functions. In addition, the Hospital will provide the Health and Safety Committee with access to all accident reports, health and safety records and other pertinent information in its possession. The Health and Safety Committee shall respect the confidentiality of the information.
- 19.08 Where the Hospital determine is that there is a risk that employees may be exposed to infectious or communicable diseases (viral or bacterial), or blood borne pathogens, employees who may be so exposed will be provided with personal protective equipment reasonably necessary for the protection of the employee.
- 19.09 An employee who is required by the Hospital to wear or use any protective clothing, equipment or device shall be instructed and trained in its care, use and limitations before wearing or using it for the first time and at regular intervals thereafter and the employee shall participate in such instruction and training.
- 19.10 Where the Hospital identifies high risk areas where employees are exposed to infectious and communicable diseases for which there are available protective medications, such medications shall be provided at no cost to the employee.

ARTICLE 20 - HOLIDAYS

- 20.01 If a part-time employee is required to work on any of the holidays listed in Article 20.01 Local provision the employee shall be paid at the rate of time and one half (1 ½) her regular straight time hourly rate for all hours worked on such holiday.
- 20.02 Where an employee is required to work authorized overtime in excess of his/her regularly scheduled hours on one of the above holidays (but not including hours on a subsequent regularly scheduled shift) such employee shall receive two (2) times his/her regular straight time hourly rate for such additional authorized overtime.
- See Local Provision Appendix 20 for designation of Holidays**
- 20.03 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 (1 ½) his regular straight time rate of pay for all hours worked on such holiday (0001h to 2400h of the holiday).

ARTICLE 21 - VACATIONS

21.01 Part-time Vacation Pay

A part-time employee who has completed less than three thousand, four hundred and fifty (3,450) hours of continuous service as of the anniversary date of hire in any year shall receive 4% of gross earnings.

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

A part-time employee who has completed 8,625 hours but less than **20,700** hours of continuous service as of the anniversary date of hire in any year shall receive 8% of gross earnings.

A part-time employee who has completed **20,700** hours but less than **34,500** hours of continuous service as of the anniversary date of hire in any year shall receive 10% of gross earnings.

A part-time employee who has completed **34,500** hours but less than 48,300 hours of continuous service or more as of the anniversary date of hire in any year shall receive 12% of gross earnings.

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

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

Employees hired prior to April 23, 1987, will be credited with the service they held under the Agreement expiring September 30, 1986.

21.03 Cancellation of Vacation

Confirmed vacation requests shall not be rescinded by the Employer without mutual consent.

ARTICLE 22 - BENEFITS FOR PART-TIME EMPLOYEES

22.01 A part-time employee shall receive in lieu of all fringe benefits (being those benefits to an employee, paid in whole or part by the Hospital, as part of direct compensation or otherwise, including holiday pay, save and except salary, vacation pay, standby

pay, call-back pay, reporting pay, responsibility allowance, jury and witness duty, bereavement pay) an amount equal to 14% of his regular straight time hourly rate for all straight time hours paid.

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

ARTICLE 23 - INJURY AND DISABILITY

23.01 Workplace Injury

In the case of an accident which will be compensated by the Workplace Safety and Insurance Board the Hospital will pay the employee's wages for the remainder of their shift on the day of the accident.

23.02 Pay for Medical Certificates

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

ARTICLE 24 - PROGRESSION ON THE WAGE GRID

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

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

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

ARTICLE 25 - COMPENSATION

25.01 Experience Pay

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

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.

25.03 Job Classification

- (a) When a new classification (which is covered by the terms of this Collective Agreement) is established by the hospital, or the hospital makes a substantial change in the job content of an existing classification, which in reality causes such classification to become a new classification, the hospital shall determine the rate of pay for such new or changed classification and notify the local Union of the same and provide details at least fourteen (14) days. If the local Union challenges the rate, it shall have the right to request a meeting with the hospital to endeavour to negotiate a mutually satisfactory rate. Such request will be made within ten (10) days after the receipt of notice from the hospital of such new occupational classification and rate. Any change mutually agreed to resulting from such meeting shall be retroactive to the date that notice of the rate was given by the hospital. If the parties are unable to agree, the dispute concerning the new rate may be submitted to arbitration as provided in the agreement within fifteen (15) days of such meeting. The decision of the Board of Arbitration shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit, having regard to the requirements of such classification, and shall be retroactive to the date that notice of the new rate was given by the Hospital.
- (b) When the Hospital makes a substantial change during the term of this Agreement in the job content of an existing classification which in reality causes such classification to become a new classification, the Hospital agrees to meet with the Union if requested to permit the Union to make representation with respect to the appropriate rate of pay.
- (c) If the matter is not resolved following the meeting with the Union the matter may be referred to arbitration as provided in the Agreement within fifteen (15) days of such meeting. The decision of the Board of Arbitration (or arbitrator as the case may be) shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classification.
- (d) The parties further agree that any change mutually agreed to or awarded as a result of arbitration shall be retroactive only to the date that the Union raised the issue with the Hospital.

25.04 Wages and Classification Premiums

See Local Provision Appendix

25.05 Job Descriptions

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

ARTICLE 26 - RELATIONSHIP

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

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 Hospital, save as specifically permitted by this Agreement or in writing by the Hospital.

26.03 Discrimination

The parties agree that, in accordance with the provisions of the Ontario Human Rights Code, there shall be no discrimination against any employee by the Union or the Hospital by reason of race, creed, colour, age, sex, marital status, nationality, ancestry or place of origin.

ARTICLE 27 - EDUCATION FUND

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

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

ARTICLE 28 - PROFESSIONAL RESPONSIBILITY

28.01 Employees are encouraged to raise their concerns with their immediate supervisor. In the event that the workload concern is not resolved to the employee's satisfaction, the employee or group of employees may submit their concerns to either the Joint Health and Safety Committee (as constituted under the collective agreement's local appendix) or the Labour Management Committee (as constituted under Article 7.05) through their union representative in a format to be determined by the respective committee.

ARTICLE 29 - DURATION

29.01 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

This Agreement shall continue in effect until **December 31, 2017** and shall continue automatically thereafter from year to year unless either party give notice in writing to the other party within 90 days prior to the expiration date that it desires to amend or terminate this agreement.

ARTICLE 30 - MISCELLANEOUS ITEMS

See Local Provisions Appendix L30.

ARTICLE 31 – SUPERIOR CONDITIONS

31.01 The parties agree that current Superior Conditions shall be maintained.

DATED AT TORONTO, ONTARIO THIS _____ DAY OF _____ 20 .

TORONTO EAST GENERAL

SERVICE EMPLOYEES INTER-

HOSPITAL

NATIONAL UNION, LOCAL 1 CANADA

JM/mt

Memorandum of Agreement

Between

The Participating Hospitals/OHA

And

Service Employees International Union, Local 1 Canada

Whereas the current collective agreement makes reference to the Blue Cross Plans and Whereas the semi-private, extended health care and dental benefits are now being provided by various carriers at the different hospitals;

And Whereas the Participating Hospitals (“the Hospitals”) and the Service Employees International Union, Local 1 Canada (“the Union”) wish to ensure that the collective agreement entitlements to semi-private, extended health care and dental benefits are comparable;

And Whereas the Hospitals and the Union are desirous of considering whether, without reducing the level of benefits provided at each individual participating hospital, savings can be achieved in the provision of semi-private, extended health care and dental benefits;

And Whereas the Hospitals and the Union wish to ensure that eligible employees receive comprehensive and accurate information about their coverage and entitlements;

And Whereas the Hospitals and the the Union recognize the importance of working collaboratively to achieve the objectives outlined above, it is agreed as follows;

- 1. Within thirty days of the ratification by the Hospitals and the Union of the collective agreement, a provincial Joint Benefits Committee (“the Committee”) will be established.**
- 2. Both the Hospitals and the Union will nominate three members of the Committee and appoint co-chairs. The Committee will meet and mutually select a third part facilitator. Failing to do so, William Kaplan will appoint the facilitator.**
- 3. The Hospitals and the Union will be responsible for their own expenses, but they will share equally in the fees of the expenses of the facilitator.**
- 4. The Committee will meet monthly or as otherwise agreed by the parties or directed by the facilitator.**
- 5. The Committee will immediately request from all participating hospitals a copy of their current benefit plan master policies as they pertain exclusively to SEIU Local 1 Canada and booklets to be provided within 90 days of the request.**

6. The Committee will review those plans and determine what, if any, variations exist among the plans.
7. The Committee will also consider whether, without reducing the level of benefits provided at each individual participating hospital, there are cost saving mechanisms available to the parties.
8. The Committee may retain expert assistance, the cost of which shall be borne equally by the Hospitals and the Union. Should the Hospitals and the Union not agree on retaining expert assistance, the decision of the facilitator shall be binding.
9. The Committee shall complete its work and prepare a final report within eighteen months, unless the parties agree otherwise. The parties agree that this memorandum of agreement and the report of the Committee shall not be introduced or relied upon by either party in any proceedings whatsoever. However, it is agreed and understood that the data collected may be relied upon by either party for any purpose in any proceeding.

DATED AT TORONTO, ONTARIO THIS _____ DAY OF _____ 2016.

TORONTO EAST GENERAL HOSPITAL

SERVICE EMPLOYEES INTERNATIONAL
UNION, LOCAL 1 CANADA

LETTER OF UNDERSTANDING

Re: Lump Sum Payments

A lump sum payment is payable to all employees on staff at October 11, 2014 on the basis of 0.7% of their straight time hourly rate per hour paid for the period October 11, 2013 – October 10, 2014.

The lump sum payment is not to be taken into account for the calculation of any other entitlement under the terms of the collective agreement (including, but not limited to, pension, percentage in lieu, vacation, SUB, etc.) The payment is subject to statutory deductions and will be paid on a separate cheque/deposit. Payment is to be made within three (3) full pay periods of the effective date (i.e. October 11, 2014).

The premium portion of overtime/premium pay hours does not count towards the calculation of paid hours. For example, one hour at premium pay is equal to one hour paid for the purposes of this calculation.

Employees on pregnancy and/or parental leave and/or disability will be credited for hours worked in an amount equal to their accumulation of seniority during such leave.

Second Year of Agreement

A lump sum payment is payable to all employees on staff as of October 11, 2015 on the basis of 0.7% of their straight time hourly rate per hour paid for the period October 11, 2014 – October 10, 2015.

The lump sum payment is not to be taken into account for the calculation of any other entitlement under the terms of the collective agreement (including, but not limited to, pension, percentage in lieu, vacation, SUB, etc.) The payment is subject to statutory deductions and will be paid on a separate cheque/deposit. Payment is to be made within three (3) full pay periods of the effective date (i.e. October 11, 2015).

The premium portion of overtime/premium pay hours does not count towards the calculation of paid hours. For example, one hour at premium pay is equal to one hour paid for the purposes of this calculation.

Employees on pregnancy and/or parental leave and/or disability will be credited for hours worked in an amount equal to their accumulation of seniority during such leave.

Third Year of Agreement

A lump sum payment is payable to all employees on staff as of October 11, 2016 on the basis of 0.7% of their straight time hourly rate per hour paid for the period October 11, 2015 – October 10, 2016.

The lump sum payment is not to be taken into account for the calculation of any other entitlement under the terms of the collective agreement (including, but not limited to, pension, percentage in lieu, vacation, SUB, etc.) The payment is subject to statutory deductions and will be paid on a separate cheque/deposit. Payment is to be made within three (3) full pay periods of the effective date (i.e. October 11, 2016).

The premium portion of overtime/premium pay hours does not count towards the calculation of paid hours. For example, one hour at premium pay is equal to one hour paid for the purposes of this calculation.

Employees on pregnancy and/or parental leave and/or disability will be credited for hours worked in an amount equal to their accumulation of seniority during such leave.

Fourth Year of Agreement

A lump sum payment is payable to all employees on staff as of October 11, 2017 on the basis of 0.7% of their straight time hourly rate per hour paid for the period of October 11, 2016 – October 10, 2017.

The lump sum payment is not to be taken into account for the calculation of any other entitlement under the terms of the collective agreement (including, but not limited to, pension, percentage in lieu, vacation, SUB, etc.) The payment is subject to statutory deductions and will be paid on a separate cheque/deposit. Payment is to be made within three (3) full pay periods of the effective date (i.e. October 11, 2017).

The premium portion of overtime/premium pay hours does not count towards the calculation of paid hours. For example, one hour at premium pay is equal to one hour paid for the purposes of this calculation.

Employees on pregnancy and/or parental leave and/or disability will be credited for hours worked in an amount equal to their accumulation of seniority during such leave.

DATED AT TORONTO, ONTARIO THIS _____ DAY OF _____, 2016.

TORONTO EAST GENERAL HOSPITAL

**SERVICE EMPLOYEES INTERNATIONAL
UNION, LOCAL 1 CANADA**

MODEL AGREEMENT

EXTENDED SHIFT ARRANGEMENTS

BETWEEN

TORONTO EAST GENERAL HOSPITAL

AND

SERVICE EMPLOYEES INTERNATIONAL UNION

The local parties hereby agree, subject to the approval of the Ministry of Labor, 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

It is understood that a new employee working extended shifts will be considered on probation until he/she has completed **four hundred and fifty (450)** hours of work (**60 x 7.5 hours = 450**).

In all other respects the terms of probation will be in accordance with the collective agreement.

ARTICLE 3 – HOURS OF WORK

The normal or standard extended workday shall be _____ hours per day.

(Detailed description with an attached schedule where appropriate.)

(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 (1 ½) 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.

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

ARTICLE 7 – SICK LEAVE AND LONG-TERM DISABILITY

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 and Part-time Employees Only)

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). 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 (1 1/2) his regular straight time rate of pay for all hours worked on such holiday (0001h to 2400 h of the holiday). *In addition, he will receive a lieu day off with pay in the amount of his regular straight time hourly rate of pay times seven and one-half (7 ½) 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.

*Full-time Only

ARTICLE 9 – VACATION

(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.

(Applicable to Part-time only)

As set out in the collective agreement.

ARTICLE 10 – TEMPORARY TRANSFERS

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

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

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

Blanks sections in 3.1, 3.2, 3.3 5.2 and 12.1 to be filled in by the Union and Hospital during implementation of the collective agreement at the local level. Any Hospital which currently has an extended shift arrangement will complete the form above during the implementation at the local level and attach to the collective agreement.

DATED AT TORONTO, ONTARIO THIS _____ DAY OF _____ 20 .

TORONTO EAST GENERAL HOSPITAL

SERVICE EMPLOYEES INTERNATIONAL
UNION, LOCAL 1 CANADA

LETTER OF INTENT

RE: Liability Insurance

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

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: 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.

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, S. Raymond, F. Briggs or such others as determined by the committee referenced below. The Chair shall be appointed on a rotating basis giving due consideration to availability.

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

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

LETTER OF INTENT

Re: Joint Nursing Initiatives Council

The parties agree to participate in a joint provincial nursing initiatives council. The nursing council will be composed of representatives of the Service Employees International Union Local 1 Canada and the Participating Hospitals and Ontario Hospital Association. The nursing council will make its decisions by consensus.

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

The mandate of the nursing initiatives council will be:

- Provide a forum to identify and share areas of Best Practice in enhanced RPN scope of practice and increased utilization;
- To have meaningful consultation regarding RPN/RN ratios as it relates to skill mix and interprofessional practice in the best interest of patient care.
- To recognize, acknowledge and support RPNs as their profession evolves.
- To promote and expand nursing education and life long learning as it relates to the College of Nurses of Ontario professional standards.
- To provide information and support of RPNs through open communication.

The nursing initiatives council will:

- Meet within 60 days following ratification of the Memorandum of Settlement.
- Seek advice and participation from such professional practice researchers and others (e.g. College of Nurses) as the Nursing council deems appropriate.
- Work collaboratively on the issues with key stakeholders such as RPNAW, CNO, MOHLTC, Nursing Secretariat, and other as the Nursing Council deems appropriate.
- Identify resources required by the nursing council to carry out the mandate including exploring jointly any funding required for these resources.
- Make recommendations on enhancing the RPN specific articles in the Collective Agreement for future rounds of bargaining.
- The nursing council will be c-chaired by a hospital representative and a representative from SEIU.
- The nursing council recommendations will be presented in the form of a report to the participating hospitals and SEIU Local 1 Canada RPN division.
- The final recommendations from the joint nursing council will be presented to the Participating Hospitals.
- Nothing in this Letter of Understanding should be construed as precluding the local parties from entering into discussions with respect to RPN concerns and initiatives.

DATED AT TORONTO, ONTARIO THIS _____ DAY OF _____ 20 .

TORONTO EAST GENERAL HOSPITAL

SERVICE EMPLOYEES INTERNATIONAL
UNION, LOCAL 1 CANADA

LETTER OF INTENT

Re: Joint Health and Safety Initiatives Council

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

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

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

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

DATED AT TORONTO, ONTARIO THIS _____ DAY OF _____ 20 .

TORONTO EAST GENERAL HOSPITAL

**SERVICE EMPLOYEES INTERNATIONAL
UNION, LOCAL 1 CANADA**

LETTER OF INTENT

Re: Innovative/Flexible Scheduling

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

Such innovative schedules may be subject to the following principles:

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

DATED AT TORONTO, ONTARIO THIS _____ DAY OF _____ 20 .

TORONTO EAST GENERAL HOSPITAL

**SERVICE EMPLOYEES INTERNATIONAL
UNION, LOCAL 1 CANADA**

LETTER OF UNDERSTANDING

Re: Transformation In Health Care

Full-Time And Part-Time

Seniority Recognition

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

Right to Return or Transfer

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

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

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

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

DATED AT TORONTO, ONTARIO THIS _____ DAY OF _____ 20 .

TORONTO EAST GENERAL HOSPITAL

**SERVICE EMPLOYEES INTERNATIONAL
UNION, LOCAL 1 CANADA**

LETTER OF UNDERSTANDING

Re: Regional Staff Planning Committee

The Central parties will meet during the term of the Collective Agreement to discuss changes to the Regional Staff Planning Committee language.

The changes to be discussed include:

- Process for applying to jobs at other Participating Hospitals
- Transfer of seniority and service
- Dispute resolution process

DATED AT TORONTO, ONTARIO THIS _____ DAY OF _____ 20 .

TORONTO EAST GENERAL HOSPITAL

**SERVICE EMPLOYEES INTERNATIONAL
UNION, LOCAL 1 CANADA**

LOCAL APPENDIX PROVISION 30

Article L1 – STATEMENT OF RELIGIOUS PURPOSE

ARTICLE L2 - SCOPE AND RECOGNITION

The Hospital recognizes the union as the sole bargaining agent for all office and clerical employees at the Hospital in Metropolitan Toronto, regularly employed for not more than 24 hours per week and students employed for the summer vacation period, save and except supervisors, persons above the rank of supervisor, Secretary to the President, Secretaries to the Vice Presidents, Secretary to the Chief of Staff, Director of Finance and persons covered by subsisting collective agreements with the Canadian Union of Operating Engineers, Local 101, the Ontario Nurses Association, the union party to this agreement, and persons affected by bargaining rights held by the Association of Allied Health Professionals: Ontario. In addition, the parties note that persons classified as Accountant, Assistant Comptroller, Office Manager and Assistant Office Manager - Business Office, Office Manager, - Radiology Department, Supervisor, Switchboard & Information, Nursing Staffing Assistant, Assistant Purchasing Agent, Clerk Typist to the Director, Quality Assurance & Patient Representative, persons employed in the Personnel Department in a confidential capacity relating to Labour Relations, Registered Medical Record Librarians and Librarians - Doctors' Library, are not included in the bargaining unit. Supervisors excluded from the bargaining unit shall not perform duties normally performed by employees in the bargaining unit which shall directly cause or result in the layoff, loss of seniority or service or reduction in benefits to employees in the bargaining unit.

ARTICLE L3 – MANAGEMENT RIGHTS

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

- (a) maintain order, discipline and efficiency;
- (b) hire, discharge, direct, classify, transfer, promote, demote, layoff and suspend, or otherwise discipline employees for cause provided that a claim of discriminatory classification, promotion, demotion or transfer or a claim that an employee has been unjustly discharged or disciplined may be the subject of a grievance and dealt with in accordance with the Grievance Procedure
- (c) establish and enforce rules and regulations to be observed by employees, provided that they are not inconsistent with the provisions of this Agreement;
- (d) generally to manage and operate the Hospital in all respects in accordance with its obligations and without restricting the generality of the foregoing, to determine the kinds and locations of machines, equipment to be used, the allocation and number of employees required from time to time, the standards of performance for all employees and all other matters concerning

the Hospital's operations, not otherwise specifically dealt with elsewhere in this Agreement.

ARTICLE L7 – UNION REPRESENTATION AND COMMITTEES

L7.01 The Hospital will recognize a Grievance Committee composed of the Chief Steward and not more than two (2) members of the Steward Body.

L7.02 Union Stewards

- (a) The Hospital will recognize a Chief Steward and one Steward from each of the following departments of the Hospital:
- (b) The Hospital will permit up to two (2) SEIU Chief Stewards per month, when requested to perform day to day union business. It is understood that this time off cannot exceed more than 12 days per calendar year. It is agreed that such requests will be made two (2) weeks in advance. This excludes arbitration, Labour Board hearings and union conventions.

L7.04 Local Negotiating Committee

The number of employees in the local negotiating committee shall be up to three (3).

ARTICLE L9 - SENIORITY

The following is a list of departments for seniority purposes:

- 1. Nursing
- 2. Business Office (including payroll, purchasing, administration, switchboard, information desk, dietary and personnel).
- 3. Radiology plus O.P.D., Admitting, Emergency
- 4. Misc. Three stewards from the following:
 - Medical Records, Doctor's Library
 - Haematology and Laboratory
 - Miscellaneous - Mental Health
 - Physical Medicine
 - Employee Health
 - Staff Education
 - Pharmacy

Local Negotiating Committee

The number of employees in the local negotiating committee shall be up to three (3).

ARTICLE L15 - UNION LEAVE

Leave of absence for Union business may be given, without pay, up to a total of twenty (20) days in any calendar year, provided at least two (2) weeks' notice, in writing, is given to the Hospital and such leave of absence does not interfere with the continuance of efficient operations in the Hospital. It is understood and agreed the time spent in negotiations for this Agreement or its successor shall not be considered as a leave of absence for Union business for the purpose of this article.

ARTICLE L15.08 PRE-PAID LEAVE PLAN

Not more than three (3) employees at one time will be absent on the Pre-Paid Leave Plan.

ARTICLE L16 - HOURS OF WORK

- (i) Employees covered by this Agreement must work their assigned hours unless prevented by illness or other justifiable cause or unless absent with permission of the Employer.
- (ii) Employees reporting late for work will be penalized on the following basis:
 - 3 minutes late - no pay deduction
 - 4 – 18 minutes late - 15 minutes pay deduction
 - 19 – 33 minutes late - 30 minutes pay deduction

This provision shall not be construed as a condonation of lateness, and employees who have an unsatisfactory record of lateness shall be subject to disciplinary action.

- (iii) The Hospital agrees to post schedules of work no less than one (1) week, and preferably two (2) weeks, in advance of the commencement of the schedule. It is understood, however, that where it is necessary to change an employee's schedule, such change in schedule shall not result in premium payment to the employees affected.
- (iv) Work shall be offered in accordance with the employee's seniority and stated availability for all scheduled shifts. **Shifts not covered will be assigned in reverse order of seniority up to 24 hours worked, provided staff are able to perform the duties of the position.**

Call-in shifts will be offered on a rotational seniority basis. A shift offered will be considered a turn on the rotation. Each department will have a tracking sheet for all call-ins which will be made available for the Union to review upon request.

- (v) It is understood and agreed that there will be no duplication of premiums under this Agreement nor pyramiding of overtime. There shall be no split shift.
- (vi) When it is necessary for an employee to be absent, the employee will report to the staffing office or immediate supervisor as applicable, as soon as possible but not less than four (4) hours before the start of the schedule shift, except in extreme emergencies.

(vi) **Reporting on Duty After Absence**

When an employee is ready to return from an absence, the employee will telephone the staffing office or immediate supervisor as applicable, the day before, if possible, and in any event, not less than six (6) hours before returning to work.

ARTICLE L18 – UNIFORM ALLOWANCE

It is mutually agreed that, where the Hospital requires uniforms to be worn, they will be supplied, repaired and laundered by the Hospital. The number of uniforms to be supplied shall be at the discretion of the Hospital.

ARTICLE L19 - HEALTH AND SAFETY

01 Accident Prevention - Health and Safety Committee

- (i) The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the Hospital in order to prevent accidents, injury and illness.
- (ii) The Hospital agrees to accept as a member of its Accident Prevention - Health and Safety Committee at least one (1) representative selected or appointed by the Union from amongst bargaining unit employees.
- (iii) 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.
- (iv) The Hospital agrees to cooperate reasonably in providing necessary information to enable the Committee to fulfil its functions.
- (v) 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.
- (vi) Any representative appointed or selected in accordance with (ii) hereof shall serve for a term of one (1) calendar year from the date of appointment, which may be renewed for further periods of one (1) year. Time off for such

representative(s) to attend meetings of the Accident Prevention - Health and Safety Committee in accordance with the foregoing shall be granted and time so spent attending such meetings shall be deemed to be work time for which the representative(s) shall be paid by the Hospital at his regular or premium rate as may be applicable.

Where the Hospital identifies high risk areas where employees are exposed to Hepatitis B, the Hospital will provide, at no cost to the employees, a Hepatitis B vaccine.

ARTICLE L20 - HOLIDAYS

Designated days:

New Year's Day	Civic Holiday
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Christmas Day
Victoria Day	Boxing Day
Canada Day	1 Float

ARTICLE L21 - VACATIONS

- (a) Vacation pay as referred to above will normally be paid prior to October 1, or at the time the employee takes her vacation, provided that such vacation is taken prior to October 1.
- (b) Vacation leave shall be granted on the request of an employee upon mutual consent between the Department Head and the employee.

ARTICLE L25.05 – WAGES AND CLASSIFICATIONS

- (a) The Hospital agrees to pay, and the Union agrees to accept for the term of this Agreement the rates of wages set out in Schedule "A" attached hereto.
- (b) The classifications and groups are to reflect the classifications and groups of the full-time collective agreement between Service Employees Union and Toronto East General Hospital.
- (c) For the purposes of placement on the wage grid, seniority within the bargaining unit, and determination of the appropriate percentage for vacation purposes, credit will be given from the date of last hire.
- (d) The Hospital may, from time to time, appoint Lead Hands. The premiums shall be **seventy five (75)** cents per hour.
- (e) It is mutually agreed that the classification Lead Hand noted above does not

compel the Hospital to continue such classification for the duration of the Agreement and the Hospital reserves the right, at its discretion, to discontinue the classification of Lead Hand at any time it is felt there is no longer work to justify such a classification of persons with the ability to perform work in such a classification. The classification Lead Hand for any Union position outlined above shall be included in the bargaining unit. If a lead hand position becomes permanent, the job shall be posted under Article 11.

ARTICLE L29 – UNION OFFICE

The Hospital shall **endeavour to** supply an office, shared by other unions. They shall provide a desk, computer and a phone for local calls. A meeting sign will be on the outside of the door.

ARTICLE L30

(a) Bulletin Boards

The Hospital shall supply a total of three (3) bulletin boards for the purpose of Union business. Notices must be signed by the Union Representative and keys shall be supplied to the Chief Steward. The Union will provide the manager of labour relations or designate, with a copy of materials posted on the SEIU bulletin board, **for the purposes of authorization** prior to being posted.

(b) Personnel Files

Every employee shall have access to their personnel file for the purpose of reviewing evaluations, discipline, and counselling letters. The request to review a file shall be made to the Personnel Department and the employee shall be granted access to the file within a reasonable period of time in the presence of a member of management. An employee is entitled to have the assistance of a union steward when reviewing the file.

(c) A suspension, letter of reprimand or other discipline shall be removed from the record of an employee eighteen (18) months following the imposition of such discipline provided the employee has been discipline free for the eighteen (18) month period. A Leave of Absence during the eighteen (18) month period in excess of thirty (30) consecutive days shall extend the aforesaid period by the number of days of the Leave of Absence.

(d) MEDICAL EXAMINATIONS

In the event the Hospital requires an employee to undergo a medical examination, the employee will be given reasonable paid time off to see her

physician or to undergo the examination in the Hospital, whichever the employee prefers. Where the employee chooses to use her own physician and, in the opinion of the Hospital, the physician's report is inadequate and a further consultation is required, then the second visit will be on the employee's time or during working hours without pay.

CENTRAL LETTER OF UNDERSTANDING

Re: Local Health Integration Networks

(Full-time and Part-time)

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

CENTRAL LETTER OF UNDERSTANDING

Re: Voluntary Part-time Benefits

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

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

CENTRAL LETTER OF UNDERSTANDING

Re: Part-time Call-In

Where the parties agree at the local level, part-time call-in for non-scheduled, non-overtime shifts will be offered on a rotating basis. For clarity, the purpose of this letter is to ensure that all part-time employees are offered shifts in a fair and equitable manner by seniority.

LOCAL LETTER OF UNDERSTANDING

Re: Voluntary Part-time Benefits

During the term of this agreement the Hospital agrees to continue to provide part-time employees the opportunity to access the "Hospital Care Providers Group Insurance Plan" for the duration of its existence in accordance with the terms and conditions of the plan. Part time employees will be responsible for the full payment of any and all benefit premiums.

DATED AT TORONTO, ONTARIO THIS _____ DAY OF _____ 20 .

TORONTO EAST GENERAL HOSPITAL

**SERVICE EMPLOYEES INTERNATIONAL
UNION, LOCAL 1 CANADA**

SCHEDULE A

GRADE 1	% INCREASE	EFFECTIVE DATE	START	1 YEAR	2 YEARS	3 YEARS
	0.70%	11-Oct-13	19.827	20.377	20.939	21.517
	0.70%	11-Oct-14	19.966	20.519	21.085	21.667
	0.70%	11-Oct-15	20.105	20.663	21.233	21.819
	0.70%	11-Oct-16	20.246	20.808	21.381	21.972
POSITION TITLE		DEPARTMENT				

Clerk Typist	Business Office
	Social Work
	Nursing Office
	Pharmacy
	Diagnostic Imaging
	IV, SPD, Accounting
	Lab Medicine
	Microbiology
Clerk Typist I	ECG
	Echo
	Holter Lab
	Diagnostic Imaging
Customer Service Clerk	Purchasing
	Health Records
Clerk Receptionist I	Urology
	Echocardiology
	Fracture Room
Post Data Entry Clerk	OPD
Data Entry Clerk	Operating Room
	Diagnostic Imaging
	Fracture Room
Clerk Typist Receptionist I	Purchasing
	EEG

GRADE 1	% INCREASE	EFFECTIVE DATE	START	1 YEAR	2 YEARS	3 YEARS
	0.70%	11-Oct-13	19.827	20.377	20.939	21.517
	0.70%	11-Oct-14	19.966	20.519	21.085	21.667
	0.70%	11-Oct-15	20.105	20.663	21.233	21.819
	0.70%	11-Oct-16	20.246	20.808	21.381	21.972
POSITION TITLE		DEPARTMENT				

	Omni Server
	Native Crisis Outreach
	OPD
	Cardiorespiratory
Darkroom Assistant	Diagnostic Imaging
Equipment Supply Clerk	Operating Room
Library Assistant	Library
Diet Technician	Food Services
Menu Clerk	Food Services
Cashier I	Food Services
Patient Information Clk	Emergency
File Clk	Diagnostic Imaging
	Haematology
	Clinical
	Chemistry
Photocopy Clerk	Copy Centre
Inventory Control Clk	Stores
Microfilm Clerk I	Microfilming
In-Patient Clk	Diagnostic Imaging
Staffing Clerk	Nursing Admin Staffing

GRADE 2		% INCREASE	EFFECTIVE DATE	START	1 YEAR	2 YEARS	3 YEARS
		0.70%	11-Oct-13	20.217	20.774	21.357	21.935
		0.70%	11-Oct-14	20.358	20.920	21.507	22.089
		0.70%	11-Oct-15	20.501	21.066	21.658	22.244
		0.70%	11-Oct-16	20.644	21.214	21.809	22.399
	POSITION TITLE		DEPARTMENT				

Out-Patient Clk	Business Office
Accounts Payable Clk	Accounting
Microfilm Clerk II	Microfilming
Clk Receptionist II	OPD, Health Records
Clk Typist Receptionist II	Rehabilitation
	Pathology, IVF
	Transcription
	Fracture Room
	Occupational Health
	Mental Health
Information Clk	Communications
Clk Typist II	Health Records
Senior Clk Typist I	Microbiology
	Social Work
	Immunohaematolgy
	Halfway House
Unit Clk II	All Units

GRADE 3		% INCREASE	EFFECTIVE DATE	START	1 YEAR	2 YEARS	3 YEARS
		0.70%	11-Oct-13	21.179	21.835	21.835	22.505
		0.70%	11-Oct-14	21.327	21.988	21.988	22.663
		0.70%	11-Oct-15	21.477	22.142	22.142	22.822
		0.70%	11-Oct-16	21.627	22.297	22.297	22.981
	POSITION TITLE		DEPARTMENT				

Contact Clk	Business Office
Cashier II	Business Office
Receptionist	Emergency Room
Sen. Clk Typist II	Rehabilitation
	Psychiatry
	Clinical Chemistry
	IVF, Oncology, OPD
	Pathology
	Pharmacy
	Diagnostic Imaging
	Child Development
	Services
H.R. Processing Clerk	Health Records
	Release of Patient
	Information
Registration Clerk	Health Records
	Outpatient Registration
	Pulmonary Function Lab
	Exercise Stress Testing
	Diagnostic Imaging
	Rehabilitation
Switchboard Operator	Communications
Sen. Clk Typist Receptionist	Psychiatry
	Community Outreach
	Services
Unit Clk III	All Units

GRADE 3		% INCREASE	EFFECTIVE DATE	START	1 YEAR	2 YEARS	3 YEARS
		0.70%	11-Oct-13	21.179	21.835	21.835	22.505
		0.70%	11-Oct-14	21.327	21.988	21.988	22.663
		0.70%	11-Oct-15	21.477	22.142	22.142	22.822
		0.70%	11-Oct-16	21.627	22.297	22.297	22.981

	POSITION TITLE		DEPARTMENT				
			Pacemaker				
			OPD				
			Community Outreach Services				
	In-Service Asst.		Educational Services				
	Media Asst.		Medical Illustration				
	Accounting Clerk		Accounting				
			Business Office				
	Clerk III		Outpatient Department				
			Maternal/Newborn/Child				
			Diagnostic Imaging				
			Cardiac Cath Lab				
			Central Patient Registry				
	Scheduling Clerk		Staffing Office				

		% INCREASE	EFFECTIVE DATE	START	1 YEAR	2 YEARS	
	Leadhand Clerical	0.70%	11-Oct-13	21.864	22.497	23.154	23.823
		0.70%	11-Oct-14	22.017	22.655	23.316	23.990
		0.70%	11-Oct-15	22.171	22.814	23.479	
		0.70%	11-Oct-16	22.326	22.973	23.643	24.327

	POSITION TITLE		DEPARTMENT				
	Leadhand Clerical		Central PT Registration				
			Registration				
			Appt Call Centre				

GRADE 4		% INCREASE	EFFECTIVE DATE	START	1 YEAR	2 YEARS	3 YEARS
		0.70%	11-Oct-13	21.101	21.754	22.427	23.120
		0.70%	11-Oct-14	21.248	21.907	22.584	23.282
		0.70%	11-Oct-15	21.397	22.060	22.742	23.445
		0.70%	11-Oct-16	21.547	22.214	22.901	23.609

	POSITION TITLE		DEPARTMENT				
	Sr Accounts Payable Clerk		Accounting				
	Accounts Recievable Clerk		Accounting				
	Word Processing Operator		Business Office				
	Bed Allocator		Nursing				
	Omni Data & Inventory Supply Oper.		Central Patient Registry				
	O.R. Booking Clk		Operating Room				
	Clerical Navigator		Operating Room				
			Medicine (A3/B3)				

		% INCREASE	EFFECTIVE DATE	START	1 YEAR	2 YEARS	3 YEARS
	Leadhand	0.70%	11-Oct-13	22.396	23.049	23.722	24.414
	Bed Allocator	0.70%	11-Oct-14	22.553	23.210	23.888	24.585
		0.70%	11-Oct-15	22.710	23.373	24.055	24.757
		0.70%	11-Oct-16	22.869	23.536	24.223	24.930

	POSITION TITLE		DEPARTMENT				
	Leadhand						
	Bed Allocator		Central Patient Registry				

GRADE 5		% INCREASE	EFFECTIVE DATE	START	1 YEAR	2 YEARS	3 YEARS
		0.70%	11-Oct-13	21.687	22.355	23.050	23.762
		0.70%	11-Oct-14	21.839	22.512	23.212	23.929
		0.70%	11-Oct-15	21.991	22.669	23.374	24.096
		0.70%	11-Oct-16	22.145	22.828	23.538	24.265

	POSITION TITLE		DEPARTMENT				
	Medical Dicta Typist		All Departments				
	Secretary		Health Records				
			Nuclear Scanning				
			Community Outreach				
			Services				
			Social Work				
			Adult & Elder H.S.				
			Operative Services H.S.				
			Surgery/Gyn H.S.				

D.O.H.S. Asst.

		% INCREASE	EFFECTIVE DATE	START	1 YEAR	2 YEARS	3 YEARS
	Leadhand Transcript Ctr	0.70%	11-Oct-13	23.005	23.674	24.369	25.081
		0.70%	11-Oct-14	23.166	23.839	24.539	25.526
		0.70%	11-Oct-15	23.328	24.006	24.711	25.433
		0.70%	11-Oct-16	23.491	24.174	24.884	25.611

	POSITION TITLE		DEPARTMENT				
	Leadhand		Transcript Centre				
	Transcript Ctr						

GRADE		%	EFFECTIVE DATE	START	1	2	3
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6		INCREASE			YEAR	YEARS	YEARS
		0.70%	11-Oct-13	22.303	22.988	23.700	24.436
		0.70%	11-Oct-14	22.459	23.149	23.866	24.607
		0.70%	11-Oct-15	22.616	23.311	24.033	24.779
		0.70%	11-Oct-16	22.775	23.474	24.201	24.953

	POSITION TITLE		DEPARTMENT				
	Sen. Payroll Clk		Payroll				
	Payroll Clk		Payroll				

GRADE		%			1	2	3
7		INCREASE	EFFECTIVE DATE	START	YEAR	YEARS	YEARS
		0.70%	11-Oct-13	26.226	27.348	27.971	28.582
		0.70%	11-Oct-14	26.410	27.540	28.167	28.782
		0.70%	11-Oct-15	26.595	27.732	28.364	28.983
		0.70%	11-Oct-16	26.781	27.926	28.563	29.186

	POSITION TITLE		DEPARTMENT				
	Health Information Professional		Health Records				

