

206 members

UNIT No, 3D

SOURCE	UNION		
EFF.	89	10	01
TERM.	91	09	30
No. OF EMPLOYEES	206		
NOMBRE D'EMPLOYÉS	L.W.		

COLLECTIVE AGREEMENT

BETWEEN

MOUNT SINAI HOSPITAL

- AND -

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

EFFECTIVE: OCTOBER 1, 1989

EXPIRY: SEPTEMBER 30, 1991

CLERICAL UNIT

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COLLECTIVE AGREEMENT

BETWEEN

MOUNT SINAI HOSPITAL
(hereinafter called the "Hospital")

- and -

SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 204
(hereinafter called the "Union")

ARTICLE 1 - PURPOSE

1.01 The purpose of the Agreement is to establish an orderly collective bargaining relationship between the Hospital and the classifications of employees represented by the Union, in accordance with Article 2, which will not interfere with the successful operation of the Mount Sinai Hospital as a public service institution intended to provide adequate hospital and clinical services to the general public.

ARTICLE 2 - SCOPE AND RECOGNITION

2.01 The Hospital recognizes the Union as the sole bargaining agent for all office and clerical employees employed at the Hospital in Metropolitan Toronto save and except supervisors, persons above the rank of supervisor; secretaries to the following: Executive Director, Associate Executive Directors, Director of Medical Education, Director of Personnel, all other Directors including all Medical Directors, Director of Library Services, Director of Purchasing, Director of Admitting, Director of Communications, Director of Accounting, Director of Housekeeping, Director of Nutrition, Director of Engineering, Director of Medical Records, all Assistant Directors including Assistant Director of Communications, Assistant Director of Housekeeping, Assistant Director - Nutrition, and Assistant Director of Engineering; all Department Managers including Manager - Department of Radiological Sciences, Budget Accountant, and Payroll Manager and all secretaries employed for physicians, for the Hospital Auxiliary, for the Mount Sinai Institute, geographic secretaries, all assistant supervisors in Central Service, office managers, buyers, medical photographers, systems analysts, ledger-keepers, accountants, patient representatives, professional medical staff, persons employed in the personnel department in a confidential capacity relating to labour relations, persons regularly employed for not more than twenty-four hours per week, students employed during the university or school vacation periods, students employed in a cooperative training programme, students employed as medical dicta

trainees and all persons covered by subsisting collective agreements or certifications.

ARTICLE 3 - 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, assign, retire, discharge, direct, classify, transfer, promote, demote, layoff and suspend or otherwise discipline employees **for** just cause provided that a claim of discriminatory promotion or demotion or a claim that an employee has been discharged or disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided;
- (c) establish and enforce rules and regulations to be observed by the employees, provided that they are not inconsistent with the provisions of this Agreement;
- (d) generally to manage and operate the Hospital in all respects in accordance with its obligations and without restricting the generality of the foregoing to determine the kinds and locations of machines, methods and procedures, equipment to be used, the allocation and number of employees required from time to time, overtime, the standards of performance for all employees and all other matters concerning the Hospital's operations, not otherwise specifically dealt with elsewhere in this Agreement.

ARTICLE 4 - DEFINITIONS

4.01 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. The period of employment of such persons will not exceed the absentee's leave. The release or discharge of such persons shall not be the subject of a grievance **or** arbitration.

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

The Hospital will outline to employees selected to fill such temporary vacancies and the Union, the circumstances giving

rise to the vacancy, and the special conditions relating to such employment.

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

4.03 Where the feminine pronoun is used herein, it shall mean and include the masculine pronoun where the context so provides and vice versa and similarly the singular shall include the plural and vice versa as applicable.

ARTICLE 5 - UNION SECURITY

5.01 Union Dues

The Hospital shall deduct the regular monthly Union dues as determined by the Union in the month following the month in which the employee is hired as a condition of employment. The Union will provide the Hospital with written notice of any change.

Such dues so deducted shall be turned over by the Hospital to the Secretary Treasurer of the Union before -the end of the month in which they were deducted. The Union shall hold the Hospital harmless with respect to any liability which the Hospital might incur as a result of any deduction or remittance. By the end of the month the Hospital will supply the Union with a list of the employees from whom dues have been deducted during the month.

5.02 Interview Period

It is mutually agreed that arrangements will be made for a Union Representative to interview each new employee in the month following the completion of her probationary period for the purpose of informing such an employee of the existence of the Union in the Hospital and the benefits accruing from membership in the Union. The Hospital shall advise the Union monthly as to the names of the persons listed for interview and the time and place on the premises of the Hospital designated **for** each such interview; the duration of which shall not exceed fifteen (15) minutes.

ARTICLE 6 - NO STRIKE/LOCKOUT

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

ARTICLE 7 - UNION REPRESENTATION AND COMMITTEES

7.01 Grievance-Committee

The Hospital will recognize a Grievance Committee which shall consist of a Chief Steward and eight (8) stewards selected by the Union, not more than three (3) of which committee members shall meet with Management at any one time.

7.02 Union Stewards

(a) The Hospital will recognize eight (8) stewards to represent the following areas:

3 Ward Clerks

1 Medical Records

1 Accounting and Payroll
Nursing Administration
Central Mail
Admitting

1 Nutrition
Rehabilitation Medicine
Purchasing, Receiving, Printing
Communications
Pharmacy
Central Dispatch

1 Ambulatory Health
Social Work
Psychiatry
Medical Library

1 Radiology
Laboratories

The Hospital will also recognize a Chief Steward.

(b) The Hospital shall be advised in writing of the names of the Stewards and the members of the Negotiating and Grievance Committees and shall be notified in writing of any changes made from time to time. To be eligible to be recognized as a Committee member or a Steward an employee must have completed her probationary period and have acquired seniority in the bargaining unit and be employed by the Hospital in a classification within the bargaining unit.

(c) The Union acknowledges that the Steward has her regular duties to perform on behalf of the Hospital and that she will not leave her regular duties without first receiving permission from her Supervisor **or** her

designate. If it is necessary to leave, the Steward shall state her destination to her Supervisor and report again to her at the time of her return to work. The Union acknowledges that Stewards and Committee members must perform their regular duties and that so far as possible all activities by the Stewards and Committee members will be carried on outside of working hours unless otherwise mutually arranged. The functions of the Steward are to investigate and attempt to settle grievances which arise in the area for which she has been appointed a Steward in accordance with Article 8.01. If the properly classified Steward **for** an employee is unavailable, the employee, for the purposes set out in the grievance procedure, may request of her immediate Supervisor that the Chief Steward be permitted to assist the employee with her grievance. If the Chief Steward is unavailable, the employee may request of her immediate Supervisor that another Steward be permitted to assist the employee with her grievance.

- (d) Regular meetings between the Stewards and Management will be held monthly unless otherwise arranged and more frequently if arranged by mutual consent. Minutes will be kept of each meeting and copies will be approved by both parties. A Union representative of Local 204, may by mutual agreement between the parties, attend such meetings.
- (e) It is understood that the Hospital may bring forward at any meeting held with the Union Committee any complaint with respect to the conduct of the Union, its officers, or Committee members, or members and that if such complaint is not settled to the mutual satisfaction of the conferring parties, it may be treated as a grievance and referred directly to arbitration in the same way as the grievance of an employee.

7.03 Central Negotiating Committee

The Hospital agrees to recognize a negotiating committee comprising of members to be elected, or appointed from amongst employees in the bargaining unit, who have completed their probationary period. Where the Hospital participates in joint bargaining, up to two members of the negotiating committee from each Hospital shall negotiate jointly.

7.04 Local Negotiating-Committee

- (a) Where the Hospital participates in joint bargaining, the purpose of the negotiating committee shall be to negotiate local issues as defined.

- (b) Where the Hospital does not participate in joint bargaining, the purpose of the negotiating committee shall be to negotiate a renewal of this Collective Agreement.
- (c) 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.
- (d) 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.
- (e) The number of employees in the local negotiating committees shall be five.

ARTICLE 8 - GRIEVANCE AND ARBITRATION

8.01 The parties to this Agreement are agreed that it is of the utmost importance to adjust complaints and grievances as quickly as possible.

8.02 No grievance shall be considered:

- (a) Which usurps the function of the Management, as set out in this Agreement; or
- (b) Where the circumstances giving rise to it occurred **or** originated more than five (5) full working days before the filing of the grievance.

It is understood that an employee has no grievance until the matter has been referred to her immediate supervisor and an opportunity given to adjust the complaint. The Hospital shall keep the Union advised of the names of its supervisory staff.

8.03 It is agreed that if the party filing the grievance does not process it from one step to the next within the time limits stated, the grievance will be considered dropped by the party instituting the grievance.

8.04 A grievance of an employee properly arising under this Agreement shall be adjusted and settled as follows:

Step No. 1

The aggrieved employee shall present her grievance in writing to her supervisor or the person designated by the Hospital in her Department. She shall have the assistance of her Steward if she so desires. If a settlement satisfactory to

the employee concerned is not reached within three (3) working days (**or** any period which may be mutually agreed upon) the next step in the grievance procedure may be taken at any time within the three (3) working days thereafter.

Step No. 2

The aggrieved employee may submit her grievance to the Department Head, who shall consider it in the presence of the person or persons presenting same and subsequently render her decision in writing. The aggrieved employee shall have the assistance of her Steward, if she so desires. Should no settlement satisfactory to the employee be reached within three (3) working days, the next step in the grievance procedure may be initiated at any time within three (3) working days thereafter.

Step No. 3

The aggrieved employee may submit her grievance in writing to the Director of Personnel or her designate. Thereafter, the Director of Personnel or her designate will meet with the Union Grievance Committee as constituted under Article 8 hereof within three (3) days and the Director of Personnel **or** her designate will convey her decision to the Union Grievance Committee within three (3) days thereafter. A Union representative of Local 204 may attend at this step.

8.05 Policy Grievance

A grievance arising directly between the Hospital and the Union concerning the interpretation application or alleged violation of this Agreement shall be originated under Step No. 3 and the time limits set out with respect to that Step will appropriately apply. It is expressly understood, however, that the provisions of this Section may not be used by the Union to institute an individual grievance with respect to a grievance directly affecting an employee which such employee could herself institute and the regular grievance procedure shall not be thereby bypassed. Any grievance by the Hospital or the Union shall be commenced within five (5) days after the circumstances giving rise to the grievance have occurred.

8.07 Discharge Grievance

- (a) A claim by an employee who is in the bargaining unit and who has completed her probationary period that she has been unjustly discharged shall be treated as a grievance if a written statement of such grievance is lodged by the employee with the Director of Personnel **or** her designate within five (5) days after the employee ceases to work for the Hospital. Thereafter, the Director of Personnel or her designate will meet with the Union Grievance Committee as constituted under Article 8 hereof, within five (5) days. Subse-

quent to such meeting, the Director of Personnel **or** her designate will convey her decision to the Union Grievance Committee within five (5) days.

- (b) Such special grievance may be settled by confirming the Hospital's action in dismissing the employee or by reinstating the employee with full compensation for time lost due to discharge or by any other arrangement which is just and equitable in the opinion of the conferring parties, and in accordance with the above provisions for dealing with all grievances.

8.08 In the event of a failure to reach a settlement under the procedure set out above, either the Hospital or the Union may initiate arbitration proceedings by notifying the other party in writing of their intention to go to arbitration within ten (10) days of the date of the decision of the Director of Personnel referred to in Article 8.04 or Article 8.07 whichever is applicable. The Hospital and the Union shall then each appoint an arbitrator within five (5) days. The two arbitrators so appointed shall then endeavour to agree upon a third arbitrator to act as Chairman of the Board. If this third arbitrator is not chosen within the next ten (10) days then the process of appointment of the Ontario Labour Management Arbitration Commission shall be utilized. No person shall be appointed as an arbitrator who has been involved previously in an attempt to negotiate or settle the grievance.

8.09 Each party shall bear the expense of its own appointee and its witnesses and the expense of the Chairman shall be shared equally by both parties.

8.10 The proceedings of the arbitration board shall be expedited by the Hospital and the Union. The decision of the majority of such Board shall be final and binding upon both parties as well as all employees affected but the arbitrators shall not be authorized to make, nor shall they make, any decision **or** recommendation inconsistent with the provisions of this Agreement, nor shall they have the power to add to, subtract from **or** modify any of the terms of this Agreement. In the event that there is no majority decision, the decision of the Chairman shall then be the decision of the Board. It is agreed that by mutual agreement a single arbitrator may act to settle the grievance subject to all the conditions set out above.

8.11 No matter may be submitted to arbitration which has not been properly carried through all previous steps of the Grievance Procedure.

ARTICLE 9 - SENIORITY

9.01 Probationary-Period

All employees shall be on probation for a period of forty-five (45) days worked. With the written consent of the Hospital, the probationary employee, and the President of the Local Union or designate, such probationary period may be extended, the extension not to exceed twenty-one (21) days worked. Upon completion of the probationary period the employee shall be credited with seniority equal to the length of the probationary period. The discharge or release of a probationary employee shall not be subject to a grievance.

9.02 Definition of Seniority

The following is a list of departments for seniority purposes:

1. Medical Records, Library
2. Rehabilitation Medicine, Social Work, Psychiatry, Nursing Administration.
3. Accounting, Payroll, Purchasing.
4. Central Dispatch, Central Mail, Nutrition, Communications.
5. Radiology, Pharmacy, Laboratories.
6. Ward Clerks, Admitting, Ambulatory Health.

9.03 Transfer of Service and Seniority

Any employee of the Hospital, who is presently in, or who has been in what is now this bargaining unit, and who is **or** has been transferred to a position outside of the bargaining unit, and who subsequently returns to a position within the bargaining unit within six (6) months, shall be deemed to have continued to accumulate seniority for all purposes under this Agreement, during all the time in which she was employed by the Hospital outside of the bargaining unit.

9.04 Loss of Seniority

An employee shall lose all service and seniority and shall be deemed to have been terminated if she:

- (a) resigns.
- (b) is retired.

- (c) is discharged and not reinstated through the grievance and arbitration procedures.
- (d) has been laid off for a period equivalent to his/her seniority at time of layoff to a maximum of 18 months.
- (e) if an employee has been laid off and fails to return to work within 7 calendar days after the employee has been notified by the Hospital through registered mail addressed to his/her last address on the records of the Hospital.
- (f) is absent from scheduled work for a period of 3 **or** more consecutive working days without notifying the Hospital of such absence and providing a reason satisfactory to the Hospital.
- (g) is absent due to illness **or** disability which absence continues **for** 24 months.
- (h) fails to return to work upon the expiration of a leave of absence granted by the Hospital, without permission in writing from the Hospital.

9.05 Effect of Absence

- (a) It is understood that during an approved unpaid absence not exceeding thirty (30) continuous days or any approved absence paid by the Hospital, both seniority and service will accrue.
- (b) During an unpaid absence exceeding thirty (30) continuous calendar days, credit **for** service for purposes of salary increment, vacation, sick leave, **or** any other benefits under any provisions of the Collective Agreement or elsewhere, shall be suspended, for the period of the absence in excess of thirty (30) continuous calendar days, the benefits concerned appropriately reduced on a pro rata basis and the employee's anniversary date adjusted accordingly. In addition, the employee will become responsible for full payment of subsidized employee benefits in which he/she is participating for the period of the absence, except that the Hospital will continue to pay its share of the premiums for up to eighteen (18) months while an employee is in receipt of W.C.B. benefits. Effective August 1, 1989 the Hospital will continue to pay its share of the premiums for the initial seventeen (17) weeks from the commencement of the leave while an employee is on maternity or adoption leave. Effective August 1, 1989, service shall accrue for the initial seventeen (17) weeks from the commencement of the leave if an employee is on maternity **or** adoption leave. Notwithstanding ⁰ this provision, service shall

accrue for a period of fifteen (15) weeks if an employee's absence is due to a disability resulting in W.C.B. benefits.

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

9.06 The Hospital will provide the Union with a copy of such list as of the last day of each May and November during the term of this Agreement.

ARTICLE 10 - LAYOFF AND RECALL

10.01 The Hospital shall give each employee in the bargaining unit who has acquired seniority and who is to be laid off for a period of more than eight (8) weeks, notice in writing of his layoff in accordance with the following schedule:

Up to one year's service	1 week's notice
1 year but less than 3 years' service	2 weeks' notice
3 years but less than 4 years' service	3 weeks' notice
4 years but less than 5 years' service	4 weeks' notice
5 years but less than 6 years' service	5 weeks' notice
6 years but less than 7 years' service	6 weeks' notice
7 years but less than 8 years' service	7 weeks' notice
8 years' service or more	8 weeks' notice

Such notice will be handed to the employee and a signed acknowledgement requested if the employee is at work at the time the notice is ready for delivery. In the alternative, it shall be mailed by registered mail. An employee on layoff and recalled to a temporary position shall not be entitled to further notice of layoff.

In the event of a proposed layoff of more than eight (8) weeks' duration, the Hospital will:

- (a) Provide the Union with no less than 30 calendar days notice of such layoff, and
- (b) meet with the Union through the Labour Management Committee to review the following:
 - (i) the reason causing the layoff

(ii) the service the Hospital will undertake after the layoff

(iii) the method of implementation including the areas of cut-back and employees to be laid off.

In the event of a substantial bed cut-back or cut-back in service, the Hospital will provide the Union with reasonable notice. If requested, the Hospital will meet with the Union through the Labour Management Committee to review the reasons and expected duration of the bed cut-back or cut-back in **ser-**vice, any realignment of service or staff and its effect on employees in the bargaining unit.

10.02 In all other cases of layoff, the Hospital shall give each employee in the bargaining unit who has acquired seniority one weeks' notice provided, however, such notice shall not be required if the layoff occurs because of emergencies (for example, fire, act of God, power failure or equipment breakdown).

10.03 In the event of layoff, the Hospital shall layoff 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.

10.04 An employee who is subject to layoff shall have the right to either:

(a) accept the layoff or;

(b) 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 layoff can perform the duties of the lower or identical classification without training other than orientation. Such employee so displaced shall be laid off subject to his **or** her rights under this section.

The decision of the employee to choose (a) **or** (b) above shall be given in writing to the designated Hospital representative within five working days (excluding Saturday, Sunday and Holidays) following the notification of layoff. Employees failing to do so will be deemed to have accepted the layoff.

10.05 An employee shall have the opportunity of recall from a layoff to an available opening, provided he has the ability to perform the work before such opening is filled on a regular basis under a job posting procedure. The posting procedure in the collective agreement shall not apply until the recall process has been completed.

Employees on layoff shall be given preference for temporary vacancies which are expected to exceed ten (10) working days. An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on layoff.

10.06 In determining the ability of an employee to perform the work for the purposes of Paragraphs .03, .04, and .05 above, the Employer shall not act in an arbitrary or unfair manner.

10.07 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 layoff should it become vacant within six (6) months of being recalled.

10.08 **No** new employees shall be hired until all those laid off have been given an opportunity to return to work and have failed to notify the Hospital of their intention to do so, in accordance with 10.09 below, or have been found unable to perform the work available.

10.09 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.

10.10 Where the employee fails to notify the Hospital or to return to work in accordance with the provisions of Paragraph 10.09, he shall lose all seniority and be deemed to have quit the employ of the Hospital.

10.11 In the event that a layoff 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 layoff commenced.

10.12 A laid off employee shall retain the rights of recall **for** a period of eighteen (18) months from the date of layoff,

10.13 Any agreement reached between the Hospital and the Union concerning the method of implementing layoffs will take precedence over other terms of layoff in this agreement.

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 five days excluding Saturday, Sunday and holidays. The posting shall stipulate the qualifications, classification, rate of pay, department and shift and a copy shall be provided to the Chief Steward. All applications are to be made in writing within the posting period.

11.02 Vacancies created by the filling of a posted vacancy need not be posted, however consideration for such subsequent vacancies will be given to employees in this bargaining unit who have a request for transfer on file. Such requests will be considered as applications for posted vacancies as well as subsequent vacancies. The maximum number of positions to which an employee may request a transfer at any one time is four (4). Requests **for** transfer shall become active upon receipt and must be renewed during the month of January of each year to remain so.

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

11.04 Where there are no successful applicants from within this bargaining unit **for** positions referred to in Article 11.01 and 11.02, 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 11.01 and 11.02 and selection shall be made in accordance with Article 11.03 above.

11.05 Vacancies which are not expected to exceed six 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 accordance with 11.02 above, prior to considering persons not employed by the Hospital. In considering such part-time employees the criteria for selection in 11.03 shall apply. Part-time employees selected to fill a vacancy under this Article will continue to maintain their part-time status and upon completion of the assignment the employee will return to his former position.

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

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

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

ARTICLE 12 - NO CONTRACTING OUT

12.01 The Hospital shall not contract out any work usually performed by members of this bargaining unit if, as a result of such contracting out, a lay-off of any employees other than casual part-time employees results from such contracting out. Contracting out to an employer who is organized and who will employ the employees of the bargaining unit who would otherwise be laid off with similar terms and conditions of employment is not a breach of this provision.

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 Not applicable.

13.03 Not applicable.

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/her regular job.

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

14.03 Where new **or** greater skills are required than are already possessed by affected employees under the present methods of operation, such employees shall be given a period of training, with due consideration being given to the employee's age and previous educational background, during which they may perfect **or** acquire the skills necessitated by the new method of operation. The 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 **ser-**vice who are subject to layoff under conditions referred to above, will be given notice of the impending change in employment status at the earliest reasonable time in keeping with the notification of the Union as set forth above and the requirements of the applicable legislation.

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

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

ARTICLE 15 - LEAVES OF ABSENCE

15.01 Bereavement Leave

An employee who notifies the hospital as soon as possible following a bereavement shall be granted up to three (3) consecutive days off, without loss of his regular pay for his scheduled hours from the date of death up to and including the date of the funeral of a member of his immediate family. "Immediate family" means parent, brother, sister, spouse, son, daughter, son-in-law, daughter-in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent, grandchild, guardian, or step-parent.

15.02 Education Leave

Where employees are required by the Hospital to take courses to upgrade or acquire new employment qualifications, the following shall apply:

- (a) The Hospital shall pay the full costs associated with the courses; and
- (b) The employee shall be entitled to leave of absence without loss of regular earnings and without loss of seniority and benefits to attend the course and to write the examinations.

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.

In addition to the foregoing, where an employee is required by subpoena to attend a court of law **or** coroner's inquest in connection with a case arising from the employee's duties at the hospital on his/her regularly scheduled day off, the hospital will attempt to reschedule the employee's regular day off, it

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

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

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

15.04 Maternity Leave

An employee who is pregnant and who has been employed for at least ten (10) months immediately preceding the expected date of birth shall be entitled, upon her written application therefor, to a leave of six (6) months from her employment or such shorter leave of absence as the employee may request commencing during the period of eleven (11) weeks immediately preceding the estimated day of her delivery.

Effective on confirmation by the Unemployment Insurance Commission of the appropriateness of the Hospital's Supplemental Unemployment Benefit (SUB) Plan, an employee on leave as set out above who is in receipt of Unemployment Insurance pregnancy benefits pursuant to Section 18 of the Unemployment Insurance Act, 1971, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between seventy-five per cent (75%) of her regular weekly earnings and the sum of **her** weekly Unemployment Insurance benefits and any other earnings. Such payment shall commence following completion of the two week unemployment insurance waiting period, and receipt by the Hospital of the employee's Unemployment Insurance cheque stub as proof that she is in receipt of Unemployment Insurance 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.

Where the actual date of her delivery is later than the estimated date of her delivery, the leave of absence shall not end before the expiration of six (6) weeks following the actual date of her delivery.

The employee shall give the Hospital four (4) weeks' notice in writing prior to the day upon which she intends -to commence her leave of absence and shall furnish the Hospital with the certificate of a legally qualified medical practitioner stating that she is pregnant and giving the estimated day upon which delivery will occur in his opinion.

An employee may, if she desires to return to work, shorten the duration of the leave of absence requested upon giving the Hospital four (4) week's notice of her intention to do so and furnishing the Hospital with the certificate of a legally qualified medical practitioner stating that she is able to resume her work.

The Hospital may require the employee to begin the leave of absence at such time as in its opinion the duties of her position cannot reasonably be performed by a pregnant woman or the performance of her work is materially affected by the pregnancy.

The employee shall, if requested by the Hospital, furnish medical proof of her fitness to resume her employment following the leave of absence.

Credits for service shall accumulate for the initial seventeen (17) weeks from the commencement of the leave while an employee is on maternity leave.

Credits for seniority shall accumulate during the period of the leave.

The Hospital will continue to pay its share of the premiums of the subsidized employee benefits in which the employee is participating for the initial seventeen (17) weeks from the commencement of the leave while the employee is on maternity leave. After seventeen (17) weeks and subject to the provisions of the master policies governing such plans, employees desiring to maintain such protection through the Hospital shall be entitled to remit to the Hospital such full premiums as fall due during the leave so as to ensure continued coverage.

No leave granted under the provisions of this Article will be considered sick leave and sick leave credits may not be used.

An employee intending to resume employment with the Employer is required to advise the employer in writing two (2) weeks prior to the expiry of the leave of absence for pregnancy, Subject to any changes to the employee's status which would have occurred had she not been on maternity 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 Adoption_Leave

- (a) Where an employee, with at least ten (10) months of continuous service qualifies to adopt a child, such employee shall on request, be entitled to a leave of absence without pay for a period of up to seventeen (17) weeks duration or such greater time as may be required by the adoption agency concerned up to a maximum aggregate of six (6) months. Such employee 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.
- (b) Effective on confirmation by the Unemployment Insurance Commission of the appropriateness of the Hospital's Supplemental Unemployment Benefit (SUB) plan, an employee on leave as set out above who is in receipt of Unemployment Insurance adoption benefits pursuant to Section 20 of the Unemployment Insurance Act, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between seventy-five per cent (75%) of her regular weekly earnings and the sum of her weekly Unemployment Insurance benefits and any other earnings. Such payment shall commence following completion of the two week unemployment insurance waiting period, and receipt by the Hospital of the employee's Unemployment Insurance cheque stub as proof that she is in receipt of Unemployment Insurance adoption 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.
- (c) Credits for service shall accumulate for the initial seventeen (17) weeks from the commencement of the leave while an employee is on adoption leave.

Credits for seniority shall accumulate during the period of the leave.

The Hospital will continue to pay its share of the premiums of the subsidized employee benefits in which the employee is participating for the initial seventeen (17) weeks from the commencement of the leave while the employee is on adoption leave. After seventeen (17) weeks, the employee will become responsible for full payment of subsidized employee benefits in which she or he is participating for the period of the absence.

- (d) An employee intending to resume employment with the Employer is required to advise the employer in writing two (2) weeks prior to the expiry of the leave of absence for adoption. Subject to any changes to the employee's status which would have occurred had the employee not been on adoption 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.

15.06 Full-time Union Leave

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 not more than one (1) employee in the bargaining unit may be on such leave at the same time. Such leave, if granted, shall be for a period of one (1) calendar year 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 may grant leaves of absence without pay for up to an aggregate total for all leaves of fifty (50) days during each calendar year. Such leaves may be granted to not more than three (3) employees at any time and to not more than one (1) employee from the same area for the sole purpose of serving as delegates of the local Union for Union conventions and conferences provided that at least twenty-one (21) days' notice in writing is given to the Hospital and such leave of absence will not interfere with the efficient operation of the Hospital.
- (b) The Hospital shall not contribute to the payment of fringe benefits past the end of the month in which the leave of absence began. The employee's anniversary date shall be adjusted and vacation entitlement in the current year shall be reduced according to the -time absent on leave. However, if she is enrolled in O.H.I.P. and Extended Health Care, she may arrange to prepay the entire premiums during her leave of absence to avoid the transfer out and in. Coverage under the Group Life Plan may be maintained for a maximum of six (6) months by prepayment of the premium.

15.08 Personal Leave

The Hospital may grant written leave of absence without pay to any employee for legitimate personal reasons including illness and accident. Her seniority shall continue to accumulate during her absence for the balance of the month in which such leave of absence is granted and for the two months following. Personal leave shall not be granted for the purpose of vacation except in exceptional circumstances.

ARTICLE 16 - HOURS OF WORK

16.01 Daily and Weekly Hours of Work

The hours of work for:

- (a) ward clerks shall average seventy-seven and one-half (77 1/2) hours during bi-weekly periods;
- (b) All other employees in the bargaining unit shall average seventy-five (75) hours during bi-weekly periods.

These hours are exclusive of meal periods and this Article shall not be construed to be a guarantee as to the hours of work per day nor as to the hours of work per week nor as a guarantee of working schedules. The provisions of this Article are intended only to provide a basis for calculating time worked.

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 Articles dealing with Hours of Work and Overtime do not apply. 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.

16.02 Rest Periods

Each employee will be allowed a fifteen (15) minutes rest period in each half shift for which she is scheduled to work, without reduction in pay or without increasing the regular working hours except in cases of emergency where the rest period may be delayed.

16.03 Time Off Between Shifts

In the case of departments where employees are required to rotate on the day, evening and/or night shifts, the Hospital will endeavour to arrange shifts such that there will be a minimum of twenty-three (23) hours between the end and the beginning of shifts and of thirty-nine (39) hours if there is one (1) day

off and of sixty-three (63) hours if *there are two (2) days off* between the change over of shifts.

16.04 Weekends Off

In scheduling shifts the Employer shall endeavour to arrange schedules so as to provide a minimum of eight weekends off in every twenty-four week period, and in any event, at least one weekend off in each three week period. Where a weekend off is not granted within a three week period, time worked on such third weekend but not subsequent weekends shall be paid at the rate of time and one-half unless the Hospital, notwithstanding its best efforts, was unable to meet this standard. This shall not be construed as requiring the Employer to hire additional staff and shall not apply where:

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

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

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

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

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

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

16.05 Scheduling Objectives

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

(i) if seven (7) days are worked in a row, without time off, then the employees' two (2) days off will be consecutive;

(ii) no less than fifteen (15) consecutive hours will be scheduled off between shift changes without consent;

(iii) work schedules will be posted two (2) weeks in advance of the time when the schedules become effective;

ARTICLE 17 - PREMIUM PAYMENT

17.01 Not applicable.

17.02 Definition of Overtime (Overtime Premium)

Authorized time worked beyond the normal daily hours or normal bi-weekly hours of the Hospital shall be paid at the rate of one and one-half (1 1/2) times the employee's basic straight time hourly rate of pay, provided no overtime premium will be paid for overtime on an exchange of shifts mutually agreed to between two (2) employees where approved by the Hospital. At the request of an employee in writing and upon agreement by the Hospital, an employee may be permitted to take compensating time off on the basis of one and one-half (1 1/2) hours for each hour of overtime worked. Such compensating time off shall be granted within sixty (60) 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 sixty (60) day period referred to above, the Employer will pay for the overtime worked at the rate of one and one-half (1 1/2) times the employee's basic straight time hourly rate of pay. The sixty (60) day time limit referred to above, may be extended by mutual agreement between the parties.

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

Overtime premium will not be duplicated nor pyramided with any other premium payable under this Agreement.

17.03 Reporting Pay

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

17.04 Standby

An employee who is required to remain available for duty on standby at any -time outside of the scheduled working hours for that particular employee shall receive the amount of two dollars and ten cents (\$2.10) for each hour of standby duty provided that such employee can be contacted by telephone or other means

of communication whenever needed during such period of standby and that such employee be prepared to undertake his/her assigned duties as expeditiously as possible when requested to do so. When an employee is called in to work the standby allowance per shift shall cease.

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 three (3) hours of work or three (3) 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 three (3) hour period provided for under (a). If a second call takes place after three (3) hours have elapsed from the time of the first call, it shall be subject to a second call back premium, but in no case shall an employee collect two call back premiums within one such three (3) hours period, and to the extent that a call back overlaps and extends into the hours of his regular shift, (a) shall apply.

17.06 Shift Premium

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

17.07 Responsibility Outside the Bargaining Unit

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

17.08 Overtime--Lieu Time

Employees who work overtime will not be required to take time off in regular hours to make up for overtime worked.

17.09 Paid Time to Working Time

- (a) Employees absent on approved leave, paid by the Employer or by the Workers' Compensation Board, shall for the purposes of computing overtime pay during the

work schedule in which the absence occurred, be considered as having worked their regularly scheduled hours during such leave of absence. No pyramding shall result from the application of this provision.

- (b) 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.

ARTICLE 18 - ALLOWANCES

18.01 Meal Allowance

If an employee is required to work for more than an extra continuous three (3) hours, as overtime, one (1) free meal will be supplied in addition to overtime rates paid. If an employee is required to work for an extra continuous full shift, as **over-**time, two (2) free meals will be supplied in addition to overtime rates paid. The value of each meal allowance shall be \$5.00.

18.02 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 the Hospital.

1 8.03 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 mile (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,

ARTICLE 19 - HEALTH AND SAFETY

19.01 Accident Prevention - Health and Safety Committee

- (a) 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.

- (b) The Hospital agrees to accept as a member of its Joint Health and Safety Committee at least one representative selected **or** appointed **by** the Union **from** amongst bargaining unit employees.
- (c) Such committee shall identify potential dangers and hazards, institute means of improving health and safety programs and recommend actions to be taken to improve conditions related to safety and health.
- (d) The Hospital agrees to cooperate reasonably in providing necessary information to enable the Committee to fulfill its functions.
- (e) Meetings shall be held every second month or more frequently at the call of the chair if required. The Committee shall maintain minutes of all meetings and make the same available for review.
- (f) Any representative appointed **or** selected in accordance with (b) hereof shall serve **for** a term of one calendar year from the date of appointment which may be renewed **for** further periods of one year. Time off for such representative(s) to attend meetings of the Accident Prevention - Health 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.
- (g) The Union agrees to endeavour to obtain the full cooperation of its membership in the observation of all safety rules and practices.
- (h) Pregnant employees may request to be transferred from the current duties if, in the professional opinion of the employee's physician, the pregnancy may be at risk. If such a transfer is not feasible, the pregnant employee, if she so requests, will be granted an unpaid leave of absence before commencement of the maternity leave referred to in Article 15.04.
- (i) 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 vaccine to Hepatitis B surface Antigen.

19.02 Not applicable.

ARTICLE 20 - PAID HOLIDAYS

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

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Christmas Day
Victoria Day	Boxing Day
Dominion Day	Float Day (1989 only)
Civic Holiday	

- (b) An employee will be granted one (1) additional day annually in conjunction with her anniversary date. This is a day to be scheduled at a time mutually acceptable to the Hospital, and the employee within thirty (30) days of the anniversary date.
- (c) An employee will be granted one (1) additional holiday annually to be scheduled at a time mutually acceptable -to the Hospital and the employee. In the event that Heritage Day or some other day is proclaimed as a Statutory Holiday by the Government of the Province of Ontario, such day shall be substituted for the holiday referred to above. Any employee who has taken the holiday provided for in this clause prior to a new Statutory Holiday being proclaimed, shall be deemed to have taken the day in lieu of the proclaimed Statutory Holiday and shall not be entitled to another holiday under this clause in the year in question.

20.02 in order to qualify for payment for the above-named holidays and under the provision of Article 20.03:

- (a) An employee must work her regularly scheduled working day immediately prior to and following the holiday unless she is absent due to vacation, illness originating in the current or previous pay period in which the holiday occurs or leave of absence on Union business, all of which must be authorized by the Hospital.
- (b) An employee who is absent on a paid holiday after being posted to work forfeits all pay for that day.

20.03 An employee who is required to work on any of the holidays set out in Article 20.01 above shall receive pay for such work on the said holiday at the rate of time and one-half (1 1/2) the employee's regular rate in addition to either one regular day's wages or a day in lieu of the paid holiday on a day mutually acceptable to the parties.

20.04 If one of the above-named holidays occurs during her vacation period, the employee will be paid one regular day's wages for that day.

20.05 For the purposes of determining entitlement to holiday pay, the shifts to be included in a holiday shall be those three (3) shifts which actually commence on the holiday.

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

ARTICLE 21 - VACATIONS

21.01 Entitlement and Calculation of Payment

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

An employee who has completed one (1) year but less than three years of continuous service as of September 1st of the current year shall be entitled two (2) week's annual vacation with pay.

An employee who has completed three (3) years but less than eight (8) years of continuous service as of September 1st of the current year shall be entitled to three weeks' annual vacation with pay.

Effective in the 1991 vacation year, the service requirement for three (3) weeks vacation will be two years of continuous service.

An employee who has completed eight (8) years but less than fifteen (15) years of continuous service as of September 1st of the current year shall be entitled to four (4) weeks' annual vacation with pay.

Effective in the 1991 vacation year, the service requirement for four (4) weeks vacation will be six (6) years of continuous service.

Effective in the 1992 vacation year, the service requirement for four (4) weeks vacation will be five (5) years of continuous service,

An employee who has completed fifteen (15) years but less than twenty-five (25) years of continuous service as of

September 1st of the current year shall be entitled to five (5) weeks' annual vacation with pay.

An employee who has completed twenty-five or more years of continuous service as of September 1st of the current year shall be entitled to six (6) weeks' vacation with pay.

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

21.02 Approved Leave of Absence During Vacation

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

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

21.03(a) Vacations may be taken at any time of the year that is mutually acceptable to the parties, Requests **for** vacation shall be submitted in writing to the employee's immediate supervisor or his appointee at least eight (8) weeks before the time at which the employee proposes to commence his vacation or such lessor time as may be mutually agreed between the parties provided that there shall be a vacation requests schedule posted in the middle of the month of February of each year in each area of the Hospital covered by this Agreement. Only if there is conflict in requests made in the first eight (8) weeks after the schedule is posted, shall seniority prevail. Thereafter vacations shall be scheduled on a first come first served basis with no regard to seniority.

(b) Where an employee has accumulated vacation with pay credits of three (3) **or** four (4) or five (5) weeks, it is understood and agreed that vacation weeks are not necessarily continuous. In such a case, the employee may be required to split his vacation into a two (2) week and one (1) week period, or a two (2) week and two (2) week and one (1) week period to be taken at different times of the year. Further, vacations are not cumulative from year to year.

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

21.05 Vacation Pay on Termination

An employee who leaves the employ of the Hospital for any reason shall be entitled to receive any unpaid vacation pay which is accrued to her date of separation unless she leaves without giving two (2) weeks' notice of termination in which case she shall be entitled to the vacation pay calculated in accordance with the provisions of The Employment Standards Act, 1974.

ARTICLE 22 - HEALTH AND INSURED BENEFITS

22.01 Insured Benefits

- (a) The Hospital agrees to contribute one hundred per cent (100%) of the billed single premium or one hundred per cent (100%) of the billed married premium, whichever is applicable, under the Ontario Health Insurance Plan for each full time employee in the active employ of the Hospital and in the bargaining unit.
- (b) The parties agree that any and all divisible surplus **or excess**, credits or refunds, or reimbursements under whatever name, that may arise, during the term of this Collective Agreement and result from a lower premium amount paid by the Hospital under the Ontario Health Insurance Act or any similar legislation, than the total amount paid by the Hospital and the employee at the commencement of this Agreement as premium payments for present health services shall accrue to and for the benefit of the Hospital notwithstanding any legislation to the contrary, and particularly without limiting the generality, the Ontario Health Insurance Act or any legislation amending **or** replacing such Act in whole or in part.
- (c) The Hospital shall pay one hundred percent (100%) of the premium for semi-private hospital coverage.
- (d) The Hospital agrees to contribute on behalf of each full-time employee in the active employ of the Hospital and in the bargaining unit seventy-five per cent (75%) of the present billed premium under the Blue Cross Extended Health Care Plan **or** its equivalent consisting of ten dollars (\$10.00) single and twenty dollars (\$20.00) family deductible (no co-insurance) subject to the terms and conditions of such plan provided the balance of the monthly billed premium is paid by the employee through payroll deduction. All eligible future employees coming into the bargaining unit shall be required to enrol as a condition of employment. In addition to the standard benefits, coverage will include₃₁ vision care (maximum \$60.00

every 24 months), Effective date of ratification, the deductible will be \$15/\$25. In addition, the vision care is increased to \$90.00 and the hearing aid will be \$500.00 lifetime maximum per individual.

- (e) The policy of the Hospital to make available pension and group insurance coverage for its employees subject to the provisions of the respective plans will be continued during the term of this Agreement. The Hospital agrees to contribute one hundred per cent (100%) of the billed premium of group life coverage.
- (f) The Hospital agrees to contribute fifty per cent (50%) of the billed single premium or fifty per cent (50%) of the billed married premium (current O.D.A. Schedule), whichever is applicable under the Blue Cross Dental Plan #9 or its equivalent, for each full-time employee in the active employ of the Hospital and in the bargaining unit who has completed her probationary period and who voluntarily joins the plan, providing the balance of the monthly premiums are paid by the employee through monthly payroll deductions. Effective date of ratification, the Hospital's contribution to the dental plan will be 75%.

22.02 Change of Carrier

The Hospital may at any time substitute another carrier for any plan (other than the Ontario Health Insurance Plan) provided that the benefits conferred thereby are not in total decreased. Such substitution will not occur on less than sixty (60) days' notice to the Union.

ARTICLE 23 - INJURY AND DISABILITY

23.01 Not applicable.

2 3.02 Disabled-Employees

If an employee becomes disabled with the result that he is unable to carry out the regular functions of his position, the Hospital may establish a special classification and salary with the hope of providing an opportunity of continued employment.

ARTICLE 24 - SICK LEAVE

24.01 Sick Leave and Long Term Disability

- (a) The Hospital will assume total responsibility for providing and funding a short-term sick leave plan at least equivalent to that described in the 1987

Hospitals of Ontario Disability Plan (HOODIP) brochure.

- (b) The Hospital will pay seventy-five percent (75%) of the billed premium towards eligible employees under the long term disability portion of the existing Hospitals of Ontario Disability Income Plan, the employee paying the balance of the billed premium through payroll deduction.
- (c) The Hospital further agrees that there will be no waiting period for benefits on the fourth and subsequent absence due to illness.

24.02 Workers' Compensation Benefits and Sick Leave

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

ARTICLE 25 -- COMPENSATION

25.01 Experience Pay

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 of such experience. Any such claim shall be accompanied by verification of previously related experience. The Hospital shall then evaluate such experience during the probationary period. Where, in the Hospital's opinion such experience is relevant, the employee shall be slotted in that step of wage progression consistent with one year's service for every two (2) years 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 Not applicable.

25.03 Temporary Transfer

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

25.04 Job Classification

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 within seven (7) days. If the local Union challenges the rate, it shall have the right to request a meeting with the Hospital to endeavour to negotiate a mutually satisfactory rate. Such request will be made within ten (10) days after the receipt of notice from the hospital of such new occupational classification and rate. Any change mutually agreed to resulting from such meeting shall be retroactive to the date that notice of the 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.

25.05 Wages and Classification Premiums

The Hospital agrees to pay and the Union agrees to accept **for** the term of this Agreement the wages as set out in Schedule "A" attached hereto and forming part of this Agreement.

ARTICLE 26 - PAY DAYS

26.01 The Hospital agrees that wages shall be paid on a regular pay day every two (2) weeks except when interfered with by the occurrence of a Statutory, Civic, or Religious Holiday. In this case, the regular pay day may be delayed one (1) day. The regular pay day shall be Friday for the purposes of this Article.

26.02 Employees will be paid during working hours and usually during the last shift worked prior to the regular pay day.

ARTICLE 27 - BULLETIN BOARDS

27.01 The Hospital agrees to supply a bulletin board for the posting of Union notices. Such notices may also be posted in the locker rooms provided all notices bear the signature of an authorized officer or steward of the Union and an authorized officer of the Hospital.

ARTICLE 28 - RELATIONSHIP

28.01 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.

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

28.03 The Union further agrees that there will be no solicitation for membership or 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.

ARTICLE 29 - LETTERS OF DISCIPLINE

29.01 The Hospital agrees that in considering the imposition of any disciplinary penalty including discharge, no weight will be given to letters of warning in respect of matters which occurred more than two (2) years prior to the date of the matters under current consideration, except in circumstances where disciplinary action on related matters has occurred within the two (2) year period.

ARTICLE 30 - MEAL PERIOD

30.01 Each employee will be allowed thirty (30) minutes for meals on her own time, which meal time shall be continuous and uninterrupted except in cases of emergency.

ARTICLE 31 - DURATION

31.01 This Agreement shall continue in effect until September 30, 1991 and shall continue automatically thereafter during annual periods of one year each, unless either party notifies the other in writing not earlier than three (3) calendar months prior to the normal termination date of this Collective Agreement,

31.02 In the event of such notification being given as to amendment of the Agreement negotiations between the parties shall begin within fifteen (15) days following such notification.

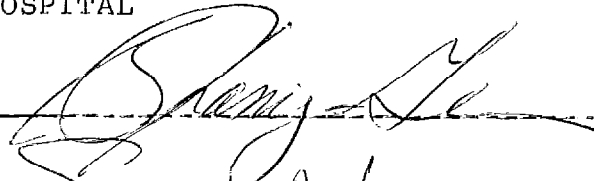
31.03(a) Notwithstanding the foregoing provisions, the Union recognizes the right of -the Hospital to negotiate certain provisions of the Agreement during contract negotiations through a Committee which may also represent other Hospitals in Ontario, and in the event the parties to this Agreement agree 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.

(b) 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.

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

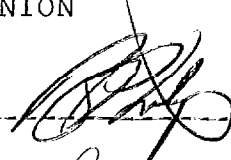
DATED AT Toronto, this *6th* day of *June* 19 *71*.

SIGNED ON BEHALF OF THE
HOSPITAL



Susie A. Lewis

SIGNED ON BEHALF OF THE
UNION



Rosita Barrow

BP/CC

LEVELS

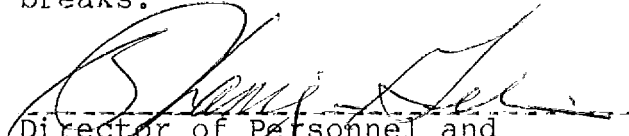
Classification	Effective Date	LEVELS			
		1	2	3	4
Mail Clerks; Menu Clerks	01 Oct. 89	10.61	10.93	11.29	11.63
	01 Jan. 90 (PE)	10.76	11.08	11.44	11.78
	01 Oct. 90	11.51	11.86	12.24	12.60
Cashier-Nutrition	01 Oct. 89	10.61	10.93	11.29	11.63
	01 Jan. 90 (PE)	10.81	11.13	11.49	11.83
	01 Oct. 90	11.57	11.91	12.29	12.66
	01 Jan. 91 (PE)	12.41	12.80	13.18	13.54
Film File Lib. Clerk;s File Clerks- Health Records; Central Registry Clerks; Library Assistants	01 Oct. 89	11.10	11.47	11.82	12.16
	01 Jan. 90 (PE)	11.25	11.62	11.97	12.31
	01 Oct. 90	12.04	12.43	12.81	13.17
	01 Jan. 91 (PE)	12.41	12.80	13.18	13.54
Ward Clerks (2015 hrs./yr) (38.75 hrs./wk)	01 Oct. 89	11.10	11.47	11.82	12.16
	01 Jan. 90 (PE)	11.25	11.62	11.97	12.31
	01 Oct. 90	12.04	12.43	12.81	13.17
	01 Jan. 91 (PE)	12.44	12.83	13.21	13.57
Receptionist - Radiology, Dentistry, Laboratories Family Medicine; Clerk/Typist-Labs, Purchasing, Rehab. Medicine, Psychiatry, Family Med., Health Records; Dicta/Typist-Psychiatry; Data Entry Clerk	01 Oct. 89	11.10	11.47	11.82	12.16
	01 Jan. 90 (PE)	11.25	11.62	11.97	12.31
	01 Oct. 90	12.04	12.43	12.81	13.17
	01 Jan. 91 (PE)	12.44	12.83	13.21	13.57
Clerk/Typist - Central Dispatch Otolological Unit, Information Service, Pharmacy; Admitting Clerks; Report Controllers; Terminal Operators; C.T. Booking Clerk; Asst, Receptionist-Rehab. Med.	01 Oct. 89	11.37	11.73	12.09	12.45
	01 Oct. 90	12.33	12.71	13.09	13.48
	01 Jan. 91 (PE)	12.82	13.20	13.58	13.97

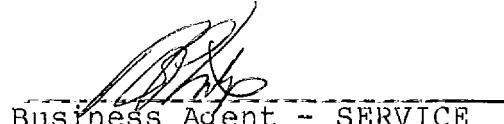
Accounts Payable Clerks; Accounts	01 Oct. 89	11.63	12.00	12.36	12.74
Receivable Clerks; Resch. Acctg.	01 Jan. 90 (PE)	11.78	12.15	12.51	12.89
Clerk; Library Technicians;	01 Oct. 90	12.60	13.00	13.39	13.80
Library Clerks; Receptionist-	01 Jan. 91 (PE)	12.82	13.20	13.58	13.97
Social Work; Jr. Payroll Clerk;					
Bed Reservation Clerk					
I.C.R. Clerk; Service Assistants;	01 Oct. 89	11.10	11.47	11.82	12.16
Assembly Clerks	01 Jan. 90 (PE)	11.25	11.62	11.97	12.31
	01 Oct. 90	12.04	12.43	12.81	13.17
	01 Jan. 91 (PE)	12.82	13.20	13.58	13.97
Receptionist-Communications	01 Oct. 89	10.61	10.93	11.29	11.63
(Murray)	01 Jan. 90 (PE)	10.76	11.08	11.44	11.78
	01 Oct. 90	11.51	1a. 86	12.243	12.61
	01 Jan. 91 (PE)	12.82	13.20	13.58	13.97
Bed Assignment Clerks;	01 Oct. 89	11.63	12.00	12.36	12.74
O.R. Booking Clerk;	01 Jan. 90 (PE)	11.78	12.15	12.51	12.89
Sr. Report Controller;	01 Oct. 90	12.61	13.00	13.38	13.80
Medical Secretary-OBS/GYN.	01 Jan. 91 (PE)	12.97	13.36	13.74	14.16
Admitting Co-ordinator					
Secretary - Social Work; (no PE adj.)	01 Oct. 89	12.28	12.64	13.02	13.41
Medical Dicta-Health Records;	01 Oct. 90	13.14	13.52	13.93	14.35
Dicta/Receptionist-A&B. RPU					
Medical Dicta-typist; (no PE adj.)	01 Oct. 89	12.39	12.78	13.17	13.58
Medical Secretary	01 Oct. 90	13.26	13.67	14.09	14.53
Receiver; Printer; (no PE adj.)	01 Oct. 89	12.55	12.93	13.34	13.71
H.R.T. Clerk-Purchasing;	01 Oct. 90	13.43	13.84	14.27	14.66
Charge Transcriptionist -					
Health Records					
Charge Receptionist - Radiology;	01 Oct. 89	12.28	12.64	13.02	13.41
Accommodation Co-ordinator;	01 Jan. 90 (PE)	12.43	12.79	13.17	13.56
Sr. Accounts Rec. Clerk	01 Oct. 90	13.30	13.69	14.09	14.51
	01 Jan. 91 (PE)	13.43	13.84	14.27	14.66

Charge Film File Lib. Clerk	01 Oct. 89	11.63	12.00	12.36	12.74
	01 Jan. 90 (PE)	11.78	12.15	12.51	12.89
	01 Oct. 90	12.60	13.00	13.39	13.80
	01 Jan. 91 (PE)	13.43	13.84	14.27	14.66
Dispatcher	(no PE adj.) 01 Oct. 89	13.65	14.05	14.46	14.88
	01 Oct. 90	14.61	15.03	15.47	15.92
Charge Report Controller	01 Oct. 89	12.55	12.93	13.34	13.71
	01 Jan. 90 (PE)	12.70	13.08	13.49	13.86
	01 Oct. 90	13.59	14.00	14.43	14.83
	01 Jan. 91 (PE)	14.61	15.03	15.47	15.92
Str. Payroll Clerk	01 Oct. 89	12.28	12.64	13.02	13.42
	01 Jan. 90 (PE)	12.43	12.79	13.173	13.56
	01 Oct. 90	13.30	13.69	14.09	14.51
	01 Jan. 91 (PE)	14.01	14.40	14.80	15.22

LETTER OF UNDERSTANDING

It is understood and agreed that employees working on the night shifts who are instructed by the Hospital that they cannot leave their work station during their shift are to be paid 1 1/2 times their regular straight time rate of pay for their meal breaks.


Director of Personnel and
Labour Relations - MOUNT
SINAI HOSPITAL


Business Agent - SERVICE
EMPLOYEES INTERNATIONAL
UNION, LOCAL 204