

Collective Agreement

between

Sunnybrook Health Science Centre  
(Office and Clerical)

and

Sunnybrook Hospital Employees' Union Local 777  
A.F.L.-C.I.O.-C.L.C.

Begins:  
10/01/1994

Terminates:  
09/30/1996

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# COLLECTIVE AGREEMENT

BY AND BETWEEN:

SUNNYBROOK HEALTH SCIENCE CENTRE  
(hereinafter called "The Employer or The Hospital")

and

SUNNYBROOK HOSPITAL EMPLOYEES' UNION  
LOCAL 777, (Office and Clerical Unit) a voluntary  
Union of Employees affiliated with the Service  
Employees International Union AFL-CIO-CLC  
(hereinafter called the "Union").

NOW THIS AGREEMENT THEREFORE WITNES-  
SETH:

## Article 1 GENERAL PURPOSE

1.01 The purpose of this Agreement is to establish an orderly collective bargaining relationship between the Employer and certain classifications of employees represented by the Union which will not interfere with the operation of Sunnybrook Hospital.

## Article 2 RECOGNITION AND BARGAINING UNIT

2.01 The Employer recognizes the Union as the exclusive bargaining agent with respect to all matters properly arising under *this* Agreement for all office and clerical employ-

ees of Sunnybrook Hospital at Metropolitan Toronto save and except supervisors, persons above the rank of supervisor, secretary **to:** President, Executive Vice President, Vice Presidents, Directors, and Associate Dean of Medicine, persons regularly employed for not more than twenty-four (24) hours per week and students employed during the school vacation period.

2.02 The word “employee” or “employees” wherever used in this Agreement shall mean any or all of the employees in the bargaining unit as defined above except where the context otherwise provides.

2.03 Where the masculine pronoun is used it shall mean and include the feminine pronoun where the context so applies.

### **Article 3**

#### **RESERVATION OF MANAGEMENT FUNCTIONS**

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

- (i) maintain order, discipline and efficiency;
- (ii) **hire**, discharge, direct, classify, transfer, promote, demote, lay-off, suspend or otherwise discipline employees for just and sufficient cause;
- (iii) establish and enforce Rules and Regulations not inconsistent with the provisions of this Agreement, governing the conduct of employees, and;
- (iv) generally to manage and operate the Sunnybrook hospital, and without restricting the foregoing to determine the kinds and locations of equipment, machines and tools to be used, the allocation and number of employees required by the Employer from time to time, and to operate and maintain the

Hospital and premises of the Employer in a manner consistent with the complete maintenance and efficient operation of the Hospital.

3.02 The Employer agrees that these functions will be exercised in a manner consistent with the provisions of this Agreement.

#### **Article 4 RELATIONSHIP**

4.01 It is agreed that there will be no discrimination, interference, restraint, coercion or intimidation exercised or practiced upon any employee by the Employer or the Union because of membership or non-membership in the Union.

4.02 The Employer agrees that a representative of the Union shall be given the opportunity of interviewing each employee once, on completion of thirty (30) worked days' employment, for the purpose of informing such employees of the existence of the Union at Sunnybrook Hospital and of ascertaining if the employee desires to become a member. The Employer shall advise the Union from time to time as to the names of the persons to be interviewed and the time and place for such interview, the duration of which shall not exceed fifteen (15) minutes.

4.03 An employee who offends any of the provisions of this Article may be appropriately dealt with by the Employer under the provision of Article 3, subject to the provisions of the Grievance Procedure.

#### **Article 5 UNION MEMBERSHIP AND CHECK-OFF DUES**

5.01 It is agreed that the employees who are now or hereafter become members of the Union shall maintain their

membership in the Union during the term of this Agreement as a condition of their employment. **No** person shall lose her job as a result **of** denial of Union membership or expulsion from the Union, except by reason of her failure to pay monthly Union dues uniformly levied on the membership.

5.02 The Hospital will deduct from the first pay **of an** employee who has completed one (1) calendar month of employment with the Hospital an amount equivalent to the regular monthly Union dues which may be expressed in dollar amounts or hourly formula **and** is uniformly levied on all employees. The Union shall hold the Hospital harmless with respect to all dues deducted and remitted and with respect to any liability which the Hospital might incur as a result of such deduction and remittance.

5.03 The amounts deducted in accordance with Clause 5.02 are to be remitted by cheque to the Union prior **to** the end of the month in which **the** deduction is made.

5.04 The Employer will, at the time of making such remittance hereunder to the Union, furnish it with a statement showing the names and Social Insurance Numbers of employees from whose pay such deductions have been made together with **a** list showing those employees for whom deductions have not been made and the reason for the absence of any deductions.

## **Article 6 STRIKES & LOCK-OUTS**

6.01 The Union agrees that there will be no strike, sit-down, slow-down, picketing or other interference which will stop, curtail or interfere with work **and** in the event of any such action **taking** place, it will **instruct** employees involved **to** return to work and perform their usual duties, as well as to resort to the Grievance Procedure established herein. The



Employer agrees that there will be no lock-out of the employees during the term of this Agreement.

## **Article 7**

### **UNION REPRESENTATION**

**7.01** The Employer acknowledges the right of the Union to appoint or otherwise select not more than six (6) Shop Stewards and a Chief Steward for the geographical areas of the Hospital as may be defined.

**7.02** It is acknowledged that the stewards shall have been continuously in the employ of the Employer for at least six (6) months prior to their appointment.

**7.03** The Union acknowledges that the steward has her regular duties to perform on behalf of the Employer and that she will not leave her regular duties without first receiving permission from her supervisor or her deputy. He shall state her destination to her supervisor and report again to him at the time of her return to work. In accordance with this understanding, the Employer will compensate the steward for time spent during her regular working hours by her in handling grievances of employees. The functions of the steward are to investigate and attempt to settle grievances.

**7.04** 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.

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

Where the Hospital does not participate in joint bargain-

ing, the purpose of the negotiating committee shall be to negotiate a renewal of this Collective Agreement.

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

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.

The number of employees in the local negotiating committees shall be up to five (5) full-time.

7.05 The Union will advise the Hospital in writing of the names of the members of all committees recognized by this Agreement and shall notify the Hospital in writing of any changes from time to time.

## **Article 8 CONSULTATION**

8.01 The Employer agrees to discuss matters of common interest with a Union committee which shall consist of a Chief Steward **and** six (6) stewards selected by the Union, not more than three (3) of which committee members shall meet with Management at **any** one time. The Employer shall be advised of the names of the members of this committee and shall be notified of any changes from time to time. All members of the committee shall be regular employees of the Hospital.

8.02 The Union acknowledges that the members of this committee must continue to perform their regular duties and that as far as possible all activities of the committee will be

carried on outside of the regular working hours of the members thereof, unless otherwise mutually arranged.

Regular meetings between committee and Management will be held on a monthly basis unless otherwise arranged, and more frequently if arranged by mutual consent. A written Agenda must be provided at least three (3) days prior to the agreed meeting date and minutes kept of all meetings, with copies to be furnished to both parties.

It is agreed that the Union Officer of Local 777, may by mutual agreement between the parties, act as a member of the above committee.

## **Article 9**

### **COMPLAINTS AND GRIEVANCES**

**9.01** Either the Employer, the union or any employee has the right to lodge a grievance with respect to any matter arising out of the interpretation, application or alleged violation of this Agreement.

**9.02** It is the mutual desire of the parties hereto that complaints of the Employer or of the employee shall be adjusted as equitably as possible, and it is understood that an employee has no grievance until she has first given her supervisor an opportunity to adjust her complaint.

**9.03** If any employee has an unsettled complaint within the terms of this Agreement, it may be taken up as a grievance within five (5) working days after the circumstances giving rise to the grievance occur, in the following manner and sequence:

#### **step 1**

The employee shall submit the grievance in writing, signed by him/her, to the immediate supervisor. A meeting will then be held between the employee, the Union Steward, the supervisor and another management representative as appro-

priate within five (5) full working days of the submission of the grievance. The immediate supervisor will deliver his/her decision in writing within three (3) full working days of the meeting. Failing settlement, then within five (5) full working days:

### Step 2

The grievance shall be submitted in writing by the designated Union Steward to the head of the department. A meeting will then be held between the employee, the Union Steward, the Chief Steward, the supervisor, and the head of the department within five (5) full working days of the submission of the grievance. The head of the department will deliver his/her decision within four (4) full working days of the meeting. Failing settlement, then within five (5) full working days:

### Step 3

The grievance shall be submitted in writing by the Chief Steward to the Chief Executive Officer of the Hospital or designated Hospital representative. A meeting will then be held between the employee, the Union Steward, the Chief Steward, the general representative of the Union, the supervisor, the head of the department and the designated Hospital representative within five (5) full working days of the submission of the grievance at Step 3. The decision of the Hospital shall be delivered in writing within ten (10) full working days following the date of such meeting.

9.04 Failing a settlement under Step 3 of any difference between the parties arising from the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, such difference or question may be taken to arbitration as provided in Article 10. If no written request for arbitration is received within ten (10) days after the decision in Step 3 is given, it shall be deemed to have been settled or abandoned.

9.05 Any adjustment arising out of the settlement of any employee's grievance or **the** grievance of a group of employees under the Grievance or Arbitration Procedure shall not be made retroactive before the date it was presented thereunder.

9.06 Saturdays, Sundays and Statutory Holidays will not be counted in determining the time within which any action is to be taken or completed under the Grievance or Arbitration Procedure.

9.07 Any and all time limits fixed by this Article and Article 10 may be at any time extended by written agreement between the Employer and the Union.

9.08 All the decisions arrived at between the Hospital and the Union concerning the interpretation or violation **of** this Agreement which may be considered as policy matters, the difference between the parties shall be reduced to writing by either party and dealt with commencing at Step 3 of the Grievance Procedure herein and if necessary shall proceed in the same manner as the grievance of **an** employee to arbitration. However it **is** expressly understood that the provisions of this Clause may not be used by the Union to institute a complaint or grievance directly affecting an employee which such employee could herself institute and the regular Grievance Procedure shall not be thereby by-passed. Any grievance by the Hospital or the Union as provided in **this** Clause shall be commenced within ten (10) days after the circumstances giving rise to the complaint have occurred.

## **Article 10** **ARBITRATION**

10.01 When either **party** requests that any matter be submitted to arbitration as hereinbefore provided, it shall make **such** request in writing addressed to the other party to this

Agreement, and at the same time nominate **an** arbitrator. Within five **(5)** full working days thereafter, the other party shall nominate an Arbitrator provided, however, that if such party **fails** to nominate an Arbitrator as herein required, the Ontario Labour Management Arbitration Commission shall have **power** to effect **such** appointment upon application thereto by the **party** invoking Arbitration Procedure. The two (2) arbitrators shall attempt to select by agreement a third person to be a member and Chairman **of** the Arbitration **Board**. If they are unable to agree upon such **a** Chairman within a period of three **(3)** full working days, they may then request the Ontario Labour Management Arbitration Commission to **assist** them in selecting a Chairman provided that **the** Chairman shall be selected from other than the Civil Services and shall be chosen having regard to his impartiality, his qualifications in interpreting collective bargaining agreements and **his** familiarity with industrial relations.

10.02 No person may be appointed **as an** arbitrator who has been involved in **an** attempt to negotiate or settle the grievance.

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

10.04 The Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify or amend any part of this Agreement.

10.05 **The** proceedings of the Arbitration Board will be expedited by the parties hereto and the decision of the majority of **such** Board will be final and binding upon **the parties** hereto and the **employee(s)** concerned.

10.06 In dealing with matters of discipline, disciplinary demotion or transfer the conferring parties or the Board of Arbitration shall have power to:

- (i) confirm the Employer's action;
- (ii) reverse the Employer's action;
- (iii) make any other arrangement which may be deemed just in the opinion of the conferring parties of the Board of A Arbitration.

10.07 Each of the parties hereto will bear the fees and expenses of the arbitrator appointed by it, and the parties will jointly bear the fees and expenses of the Chairman of the Board of Arbitration.

## **Article 11** **PROBATION, DISCHARGE AND** **DISCIPLINARY ACTION**

### **Probation**

11.01 New employees will be considered probationary employees until they have been employed for a total of three (3) calendar months, or as extended according to Clause 12.01 at which time they shall have obtained seniority and their names placed on the Seniority List. The Union will not question the dismissal of any probationary employee nor shall such a dismissal be subject to a grievance.

### **Discharge Cases**

11.02 A claim by an employee with seniority that she has been unjustly discharged will be treated as a grievance if a written statement of such grievance is lodged with the Hospital at Step 2 of the Grievance Procedure within five (5) days after the employee ceases to work for the Employer.

11.03 Where the discharge decision was made by a Department Director, such grievance will be lodged at Step 3 of the Grievance Procedure.

11.04 Such special grievance may be settled under the Grievance Procedure provided in the Agreement by:

- (i) confirming the employer's action in dismissing the employee;
- (ii) reinstating the employee with full compensation for the time lost, or, commonly,
- (iii) by any other arrangement which may be deemed just in the opinion of the conferring parties or the Board of Arbitration, if arbitration is involved.

### **Disciplinary Action**

11.05 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 have occurred within the two(2) year period.

## **Article 12 JOB SECURITY**

### **Probation**

12.01 An employee will be considered on probation and will not acquire Seniority until after she has been employed by the Hospital for a period of three (3) calendar months after which time the Seniority shall commence from the date of the last hiring. Such probationary period may be extended for a specified period upon the written consent of the Union representative or the employee and the Personnel Director or designate of the Hospital.

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



(b) **Staff Planning Committee**

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

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

**Composition and Meetings**

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

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

Each party shall appoint a co-chair for the Committee. Co-chairs shall chair alternate meetings of the Committee and

will be jointly responsible for establishing the agenda of the Committee meetings, preparing minutes and writing such correspondence as the Committee may direct.

### **Disclosure**

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

### **Accountability**

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

### **12.03 (a) Notice of Lay-off**

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

- (i) provide the Union with no less than six **(6)** months' written notice of the proposed layoff or elimination of position; and
- (ii) provide to the affected employee(s), if any, no less than **six (6)** months' written notice of lay-off, 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) In the event of a lay-off of a permanent or long term nature, the Hospital will provide affected employees with two (2) weeks' notice for each year of service to a maximum of twelve (12) weeks provided the affected employee has more than twelve (12) months' service. Employees with less than twelve (12) months' service will be entitled to notice in accordance with the provisions of the Employment Standards Act. A copy of any notice of lay-off to an employee will be provided to the Union at the same time.

### **12.04 Severance and Retirement Options**

(a) **Severance Pay**

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

(b) **Retirement Allowance**

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 his/her right to notice and will receive severance pay on the basis of one (1) week's pay for each year of service with the Hospital to a maximum of twenty-six (26) weeks on the basis of the employee's normal weekly earnings. In addition, full-time employees will receive a lump sum payment equal to \$1,000.00 for every year less than age 65, to a maximum of \$5,000.

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

- (c) A full-time employee who has completed one (1) year of service and
  - (i) whose lay-off is permanent, or
  - (ii) who is laid off for 26 weeks in any 52 week period, and who has not elected to receive a severance payment under either (a) or (b) of this Article, shall be entitled to severance pay equal to the greater of two weeks' pay, or one week's pay per year of service to a maximum of 26 weeks' pay. This entitlement shall not be in addition to any entitlement to severance pay under the Employment Standards Act, but at the same time, shall not preclude an employee from claiming any greater entitlement which that Act may at some point come to provide.

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

### **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 assess-

ment procedures provided by any government training agency, such as HTAP, that may be in place.

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

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

### **12.06 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 classification where the straight time hourly rate at the level of service corresponding to that of the laid off employee is within 5% of the laid off employee's straight time hourly rate provided he can perform the duties without training other than orientation. Such employee so displaced shall be laid off.

- (c) An employee shall have opportunity of recall from a lay-off to an available opening, in order of seniority, provided he has the ability to perform the work before such opening is filled on a regular basis under a job posting procedure. The posting procedure in the collective agreement shall not apply until the recall process has been completed.
- (d) In determining the ability of an employee to perform the work for the purposes of the paragraphs above, the Hospital shall not act in an arbitrary or unfair manner.
- (e) **An** employee recalled to work in a different classification from which he was laid off shall have the privilege of returning to the position he held prior to the lay-off should it become vacant within six (6) months of being recalled.
- (f) No new employees shall be hired until all those laid off have been given **an** opportunity to return to work and have failed to do so, in accordance with the loss of seniority provision, or have been found unable to perform the work available.

- (g) It is the sole responsibility of the employee who has been laid off to notify the Hospital of **his** intention to return to work within five **(5) working** days (exclusive of Saturdays, Sundays and paid holidays) after being notified to do so by registered mail, addressed to the last address on record with the Hospital (which notification shall be deemed to have been received **on** the second day following the date of mailing) and to return to work within ten **(10) working** days after being notified. The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work. The employee is solely responsible for his proper address being on record with the Hospital.
- (h) Employees on lay-off or notice **of** lay-off shall be given preference for temporary vacancies which **are** expected to exceed ten **(10) working** days. **An** employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on lay-off.
- (i) **No** full-time employee within the bargaining unit shall be laid off by reason of his/her duties being assigned to one **or** more part-time employees.
- (j) In the event that a lay-off commenced on the day immediately following a paid holiday, **an** employee otherwise qualified for holiday pay shall not be disentitled thereto solely because of the day on which the lay-off commenced.
- (k) **A** laid off employee shall retain the rights of recall for a period of twenty-four **(24)** months from the date of lay-off.

#### **12.07 Benefits on Lay-Off**

In the event of a lay-off of a full-time employee, the Hospital shall pay its share **of** insured benefits premium up to

three (3) months from the end **of** the month in which the lay-off occurs or until the laid off employee is employed elsewhere, whichever occurs **first**.

### **Work of the Bargaining Unit**

12.08 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.

### **No Contracting Out**

12.09 The Hospital shall not contract out any work **usu-**ally performed by members of the bargaining unit if, as a result of **such** contracting out, a lay-off **or** **reduction of hours** 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 agreement.

12.10 The Employer shall regularly supply the Union **with** an up-to-date Seniority List, such list to contain names of employees, job classification and date of employment.

### **Loss of Seniority**

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

- (a) resigns
- (b) retires
- (c) is discharged and not reinstated through the grievance and arbitration procedures.



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- (d) has been laid off for a period equivalent to his/her seniority at time of lay-off to a maximum of 24 months.
  - (e) if an employee has been laid off and fails to **return** to work within seven (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 five (5) or more consecutive working days without notifying the Hospital of such absence and providing a reason satisfactory **to** the Hospital.
  - (g) employee is absent due to illness or disability which absence continues for 30 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.

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

12.12 It shall be the duty of the employees to notify the Employer promptly of any change of their address. If any employee should fail to do **so** the Employer will not be responsible **for** failure of such notice to reach the employee. Any such communications given under this Agreement shall be deemed given and received as of the business day following the date of mailing.

### 12.13 **Technological Change**

- (a) 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.

- (b) 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.
- (c) 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 wherever possible and may extend for up to six months.
- (d) Employees with one (1) or more years of continuous service who are subject to layoff under conditions referred to above, will be given notice of the impending change in employment status at the earliest reasonable time in keeping with the notification of the Union as set out above and the requirements of the applicable legislation.
- (e) Employees who are pregnant shall not be required to operate VDTs. At their request, the Employer shall temporarily relocate such employees to other appropriate work without loss of employment benefits, and no loss of hourly rate of the job in which the employee is relocated. The determination of the appropriate alternative work shall be at the discretion of the Employer and such discretion shall not be exercised in an arbitrary or discriminatory manner. If such work is not available or if the employee does not wish to accept the alternative work, the employee may be placed on unpaid leave of absence.

- (f) 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 VDTs and every twelve months thereafter. The eye examinations shall be paid for by the Hospital where not covered by OHIP.
- (g) Employees who work continuously at a VDT screen will be allowed to perform other tasks away from the VDT screen for ten (10) minutes for every sixty (60) minutes worked.
- (h) The employer shall not use a VDT to monitor the productivity or performance of an individual basis, without the knowledge of the employee.

### **Disabled Employees**

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

## **Article 13 BULLETIN BOARDS**

13.01 The Employer agrees to supply Bulletin Boards in strategic locations for the purpose of posting Union notices pertaining to meetings, conventions and other Union activities. It is agreed that the Bulletin Boards shall be locked and the keys shall be in the possession of either the Chief Steward or a designated representative of the Hospital.

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

**Article 14**  
**JOB POSTING, TEMPORARY EMPLOYEES,**  
**PROMOTION, TRANSFER**

- 14.01 (a) 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.
- (b) 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.
- (c) Employees shall be selected for positions under either Article (a) or (b) 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 **no**-tified. Copies of all such notices will be sent to the Union.

- (d) Where there **are** no successful applicants from within this bargaining unit for positions referred to in Article (a) and (b), 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 (a) and (b) and selection shall be made in accordance with Article (c) above.
- (e) 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** SHEU Clerical bargaining units who have recorded their interest in accordance with (b) above, prior to considering persons not employed by the Hospital. **In** considering such part-time employees the criteria for selection in (c) 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 her former position.
- (f) 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.
- (g) 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 she shall be considered permanently assigned to the vacancy. If the employee proves unsatisfactory during that time, or if the employee feels she is unable to perform

the duties of the vacancy to which she is posted, the employee will be returned **to** her former position at her 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 **sub-**ject to the grievance and arbitration procedure.

- (h) 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.

### **Temporary Employees**

14.02 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 (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 her probation period will be credited with the appropriate seniority.

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

### **Promotion to a Higher Classification**

14.03 **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 she shall receive no less an increase in wage rate than the equivalent

of one step in the wage rate of her previous classification (provided that she does not exceed the wage rate of the classification *to* which she has been promoted).

### **Transfer**

14.04 An employee who wishes to transfer from her present position or classification to a different position or classification in the Hospital shall advise the Personnel Office in writing of her request. This request will be kept on file in the Personnel Department for a period of six (6) months. The Request for Transfer will be considered when vacancies occur.

### **Transfer to a Lower Paid Position**

14.05 When an employee transfers to a lower paid job, she shall receive the wage rate to the salary range for the new **job** which is immediately below the rate which she was receiving prior to her transfer and she shall progress within the new salary range in accordance with her length of service in the new job, provided that if she was receiving, prior to her transfer, the maximum rate in the salary range, she shall receive the maximum rate of the salary range in the new **job**.

### **Temporary Transfer Pay**

14.06 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, she shall be paid the rate immediately above her current rate in the higher classification to which she was assigned from the commencement of the shift on which she was assigned the job.

14.07 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 (1/2) of one shift, the employee shall receive an allowance of three dollars (\$3.00) for each shift from the time of the assignment.

### **Credit for Experience**

14.08 An employee hired/or transferred for the Office and Clerical bargaining unit position by the Hospital with recent and related clerical experience may claim, at the time of hire/or transfer, on an application form or otherwise, consideration of such experience.

Any such credit for experience claim shall be accompanied by verification of previously related experience. The employee shall be slotted in the step of wage progression consistent with such previous experience, effective from date of hire or transfer. This procedure will be explained to each new employee during the interview process.

## **Article 15 PROMOTION OUTSIDE THE BARGAINING UNIT**

15.01 An employee who is transferred to a job not covered by the Collective Agreement, shall continue on the Seniority List for a period not exceeding twelve (12) months, and if maintained on that job, shall be removed from all rights and privileges under the bargaining unit and if again returns to the bargaining unit after twelve (12) months shall return as a junior employee.

15.02 An employee in the Service bargaining unit who has completed three (3) calendar months of employment and who is transferred into this Clerical bargaining unit shall be deemed to have accumulated Seniority since her **Last** date of hire as if she had been a member of this bargaining unit at all **times**. This Seniority shall be recognized **only** for the purpose of Layoff, Recall from Layoff and Vacation entitlement.



## Article 16 HOURS OF WORK

- 16.01 (a) Hours of work ~~for~~ all employees of the bargaining unit shall be thirty-seven-and-one-half (37.1/2) hours per week excluding meal periods.
- (b) The normal hours of work presently in effect shall remain in effect for the term of this Agreement. It is understood normal hours include those required to accommodate the change from Daylight Saving Time to Standard Time and vice versa to which the other provisions of the Articles dealing with Hours of Work and overtime do not apply. It is further understood that the amount of regular pay for a full normal shift worked shall not be affected by reason of the change in the number of normal hours **worked** in consequence of such change from Daylight Saving Time to Standard Time and vice versa. The provisions of this Article are intended only to provide a basis of calculating time worked and shall not constitute a guarantee of hours of work per shift or per week or for any other period whatsoever nor a guarantee of working schedules.
- (c) The Hospital may allow **an** exchange of shifts at the request of two (2) employees provided that its approval is obtained in advance and that no such additional cost to the Hospital results from such exchange of shifts.

16.02 It is understood that in allotting the hours of work, the **shifts** shall be scheduled on a seven-and-one-half (7.1/2) hour basis, exclusive of meals, and in the assignment of days off. Days off as far as possible will be consecutive unless otherwise mutually arranged.

16.03 All employees will be allowed fifteen (15) minutes relief at approximately the middle of each one-half (1/2) shift period.

16.04 Call back shall not be considered as hours worked **for** the purpose of this Article.

16.05 The Employer shall post schedules of work no less than one (1) week and preferably two (2) weeks in advance of the commencement of the schedules.

16.06 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 beginning and the ending 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** changeover of shifts.

16.07 If seven (7) days are worked in a row without time **off**, then the employee's two (2) days off will be consecutive.

## **Article 17** **OVERTIME**

17.01 (a) Overtime will be paid on the following basis: work authorized by the Hospital in excess of seven-and-one-half (7.1/2) hours in a tour of duty or seventy-five (75) hours in a biweekly pay period will be counted as Overtime work and will be paid for at the rate of time and one-half (1.1/2) the employee's regular rate of pay.

(b) 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.

17.02 While the Hospital shall consider personal reasons **for** the employees wishing to decline to work Overtime, it **is** recognized and agreed that it may be necessary from time to time to require employees to work Overtime and, in par-

particular, it may be necessary to require employees to work more than seven-and-one-half(7.1/2) hours in a tour of duty.

17.03 In the payment of Overtime, all payments **shall** be made on the **basis** of **pay** for Overtime worked, and employees who work Overtime will not be required to take time off in regular hours to make up for the Overtime worked.

17.04 **On** the agreement of the Hospital at the request of the employee, the employee may be permitted to take compensating time off on the basis of one hour and one-half (1.1/2) for each hour of Overtime worked. Such compensating time off shall be granted within sixty (60) days of the day in which the 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, unless extended by agreement the Employer will pay for each such Overtime hour worked.

#### **Overtime Meal Allowance**

17.05 Where **an** employee is required to work for three (3) or more hours of Overtime beyond her normal shift, she shall be entitled to a meal allowance of five dollars (\$5.00) and a fifteen (15) minute rest period.

### **Article 18 SHIFT PREMIUM**

18.01 Effective April 23, 1987, employees who are required to work an afternoon **or** night shift shall be paid forty-five (45) cents per hour for each full and completed afternoon or night shift. Shift premiums will not be paid for any hours in which an employee receives overtime premium and shift premium will not form **part** of the employee's straight time hourly rate.

## 18.02 Weekend Shift Premium

An employee shall be paid a weekend premium of 45 cents 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.

## Article 19

### STANDBY, CALL BACK, REPORTING PAY & TRANSPORTATION ALLOWANCE

#### Standby Pay

- 19.01 (a) An employee who is required to remain available for duty on Standby, outside the normal working hours for that particular employee, shall receive Standby Pay in the amount of two dollars and ten cents (\$2.10) per hour for all hours on Standby.
- (b) Standby Pay shall cease where the employee is called in to work under Article 19.02(a) and works during the period of Standby.

#### Call Back Pay

- 19.02 (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 (1.1/2) their regular hourly earnings. Where Callback is immediately prior to the commencement of their regular shift the Callback Pay will only apply to the point of commencement of a regular shift at the rate of time and one-half (1.1/2) 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 under Clause (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 Callback premium, but in no case shall an employee collect two Callback premiums within one such three (3) hour period, and to the extent that a Callback overlaps and extends into the hours of her regular shifts Clause (a) shall apply.
- (c) Notwithstanding the foregoing **an** employee who has worked her full shift on **a** holiday and is called back shall receive the greater of two-and-a-half-times(2.1/2) her regular straight time hourly rate for all hours actually worked on such call back or three (3) hours' pay at time-and-one-half(1.1/2) her straight time hourly rate, subject to the other provisions set out above.

### **Reporting Pay**

19.03 Full-time employees who report for any scheduled shift will be guaranteed at least four (4) hours' work, or if no work is available will be paid at least four (4) hours **ex-**cept 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.

### **Transportation Allowance**

19.04 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, 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 afore-

mentioned hours. The employee will provide to the Hospital satisfactory proof of payment of such taxi fare.

## **Article 20 WAGES**

20.01 During the lifetime of this Agreement, the Employer agrees to pay and the Union agrees to accept the scale of wages as set out in Schedule 'A' attached hereto, which is hereby made part of this Agreement.

20.02 The scale of wages set out in Schedule 'A' will reflect the hourly, weekly, bi-weekly, and monthly rate. The formula for calculating the hourly rate is (to be taken to three decimal points):

$$\frac{\text{Monthly Rate} \times 12 \text{ Months}}{1950 \text{ hours}}$$

The formula for calculating the bi-weekly rate is:

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

The formula for calculating the weekly rate is:

$$\frac{\text{Hourly Rate} \times 1950 \text{ Hours}}{52 \text{ weeks}}$$

### 20.03 **Retroactivity**

- (a) Employer will pay retroactivity on a separate cheque providing a detailed calculation.
- (b) Retroactivity will be paid for all hours paid by the Employer to all employees on the payroll as of October 11, 1991 **and** to all new employees hired since that date. Retroactivity will be paid within two pay periods (bi-weekly) of the Employer being notified of ratification/arbitration award.
- (c) If **an** employee shall have terminated his/her employ-

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

- (d) The new wage rate shall be implemented within two pay periods of the date of ratification or date of the arbitration award.

#### 20.04 New Classifications

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 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.

**Article 21**  
**PAID HOLIDAYS**

21.01 (a) The following shall be recognized as paid Statutory, Civic or Government holidays:

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

Employees *on* strength **prior** to the ratification of the Agreement reached April 18, 1973 will have the right to retain Easter Monday in lieu of Boxing Day.

(b) Employees will be entitled to **Two (2)** Floating Holidays in each calendar year for the duration of the Agreement. Employees must be on staff before July **1** of each calendar year in order to qualify **for** the Floating Holidays in that calendar year.

In selecting such Floating Holidays, consideration will be given to the wishes of the employee, but the Hospital's decision will govern. It is understood the Floating Holidays will be taken in the applicable calendar year.

In the event that another day **is** proclaimed as a Statutory Holiday by the Government of the Province of Ontario, such day shall be substituted for a Floating Holiday referred to above.

21.02 All employees are granted one additional day **annually** in conjunction with her anniversary date of employment. This **is** a day to be provided by the Hospital within thirty (30) days of the actual anniversary date.

21.03 In order to qualify for payment for the above named holidays under the provision of **this** Agreement, **an** employee must work the employee's last scheduled shift immediately



before the holiday and her first scheduled shift immediately after the holiday. If an employee's absence on either of these shifts is due to illness **as** confirmed by medical certificate, she will qualify for holiday pay.

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

- (i) they shall be paid their regular day's pay for the **holiday**;
- (ii) in addition to their regular day's pay the employee will be paid time **and** one-half (1.1/2) **of** their regular rate for each and every hour worked on the said paid holiday;
- (iii) where an employee **is** required to work authorized Overtime in excess of her regularly scheduled hours on a paid holiday (but not including hours on a subsequently regularly scheduled shift) such employee shall receive two and one-half (2.1/2) times her regular straight time hourly rate for such additional authorized Overtime.

21.05 If a Statutory Holiday falls within a period in which **an** employee is drawing sick pay, the employee will be paid for such Statutory Holiday, but the Statutory Holiday shall not be charged as Sick Leave time, but rather paid as a Statutory Holiday. This shall be limited to one (1) Statutory Holiday in any one period of absence due to illness.

21.06 If one of the above named holidays occurs on **an** employee's regular day off or during her Vacation period, the employee shall receive an additional day in lieu thereof.

21.07 Where a Statutory Holiday, Civic or Government Holiday falls on a Saturday or Sunday, the Employer may designate an adjacent day as the designated holiday for all

employees. For the purpose of this Agreement, the designated holiday becomes the Statutory Holiday.

## **Article 22**

### **FULL TIME VACATION ENTITLEMENT**

22.01 Effective in the vacation year where the date for determining vacation entitlement falls on or after October 1, 1990 the service requirement for three (3) weeks vacation shall be two (2) or more years of full-time continuous service.

Effective in the vacation year where the date for determining vacation entitlement falls on or after October 1, 1991 the service requirement for four (4) weeks vacation shall be five (5) or more years of full-time continuous service.

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

An employee who has completed twenty-five (25) or more years of continuous service as of the anniversary date of hire shall be entitled to six (6) weeks' annual 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.

22.02 Employees hired prior to and including the fifteenth (15th) day of a month will be granted a full month's credit for that month. Employees hired after the fifteenth (15th) day of a month will be given a half-month (1/2) credit for that month. The reverse will apply for termination.

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

- (b) Requests for vacations shall be submitted in writing to the immediate supervisor **or** his appointee at least four **(4)** weeks before the **time** at **which** the employee proposes to commence her vacation.
- (c) There shall be a vacation request schedule accessibly posted in each area of the Hospital covered by this Agreement by the middle of February of each year.
- (d) If there is a conflict in requests made in the first **six (6)** weeks after the schedule is posted, Seniority shall prevail.
- (e) Where an employee has accumulated Vacation with pay credits of three (3) four (4) or five (5) weeks, the employee may be required to split vacation into one **(1)** **and** two **(2)** week periods to be taken at different times in order that the operation of the Hospital may not be affected and in order that prime time may be more equitably distributed.
- (f) It is desirable wherever possible that vacation entitlement is not to be accumulated beyond the year in which it is earned and in any case should not be accumulated beyond June 30th the following year.

The Employer will consider legitimate reasons of **an** employee requesting permission to carry over vacation entitlement if the request is made before December 31st.

It is understood that **such** permission shall be confirmed in writing by the Hospital and shall specify the dates the vacation is to be taken and will be granted with due regard to the proper coverage in the department.

### **Absence During Vacation**

22.04 Where **an** employee's scheduled vacation is interrupted as a result of a serious illness which commenced prior to and continues into the scheduled vacation period, and which may be subject to verification by a qualified medical

practitioner, *or* a serious illness requiring the employee to be an inpatient in a hospital, the period of such illness shall be considered Sick Leave. It is to be understood that, in such circumstances, the Hospital may require written medical evidence that the employee has suffered from a condition **of** serious illness.

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.

**22.05** 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 at least 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.

**22.06** Employees shall be permitted to have an advance borrowing of up to 5 days' vacation credit. Should the employee leave prior to earning these credits the Hospital shall make a deduction **for** those credits not yet earned.

### **Article 23** **SICK LEAVE**

**23.01** Pay for Sick Leave will be credited and usable on the following basis and is for the sole and only purpose of protecting an employee against loss of regular income when she is legitimately ill and unable to work.

**23.02 (a)** Each employee covered by this Agreement shall receive a Sick Leave credit of one (1) day per month accumulating ~~to a~~ **maximum** of one hundred and twenty (120) days. During the first six (6) months of an employee's service, an employee will be paid no Sick Leave, but on completion of six (6) months' service,

an employee shall have a Sick Leave credit of six (6) days and shall continue the accumulation from there.

- (b) It is the employee's responsibility to notify Hospital if he/she is unable to attend work because of illness/accident and to advise the Hospital of his/her return when known.**

23.03 (a) When illness is claimed the Employer reserves the right to have proof by Medical Certificate.

- (b) The Hospital shall pay the full cost of any medical certificate required of an employee by the Employer.**

23.04 In the case of an accident which will be compensated by the Workers' Compensation Board the Hospital will pay the employee's wages for the day of the accident.

23.05 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.

## **Article 24 PAY DAYS**

24.01 Unless agreed otherwise by mutual consent, the employee will be paid on a bi-weekly basis every second Thursday. If the Thursday is a statutory holiday, then the bi-weekly pay is to be paid on the Wednesday prior to the Thursday. The pay will be computed up to and including the previous Sunday. The purpose of this hold-back is to enable the Employer to compute the pay, prepare the cheques and designate the deductions. All deductions will be shown on the pay stub.

**Article 25**  
**BEREAVEMENT LEAVE**

25.01 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 her 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.

**Article 26**  
**EDUCATION LEAVE**

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

- (a) The Employer 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.

**Article 27**  
**JURY AND WITNESS DUTY**

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

- (i) notifies the Hospital immediately on the employee's notification that she will be required to attend at court;
- (ii) presents proof of service requiring the employee's attendance;
- (iii) deposits with the Hospital the full amount of compensation received excluding mileage, travelling and meal allowance and an official receipt thereof.

27.02 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 her regularly scheduled day off, the Hospital will attempt to re-schedule the employee's regular day off, it being understood that any re-scheduling shall not result in the payment of any premium pay. Where the Hospital is unable to re-schedule the employee and, as a result, she is required *to* attend on a regular day off, she shall be paid for all hours actually spent at such hearing at rate of time and one-half her regular straight time hourly rate subject to (i) (ii) and (iii) above.

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

Where the Hospital is unable to re-schedule the employee and, as a result, she is required to attend during other than her regularly scheduled paid hours, she shall be paid for all hours actually spent at such hearing at her straight time hourly rate subject to (i) (ii) and (iii) above.

**Article 28**  
**PREGNANCY LEAVE**

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



ceipt of Unemployment Insurance pregnancy benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours plus any wage increase or salary increment that she would be entitled to if she were not on pregnancy leave.

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

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

## **ARTICLE 29 PARENTAL LEAVE**

### **Parental Leave**

- (a) Parental leaves will be granted in accordance with the provisions of the Employment Standards Act, except

where amended in this provision. The service requirement for eligibility for parental leave shall be thirteen weeks of continuous service.

- (b) **An** employee, who qualified for parental leave, other than an adoptive parent, shall give written notification at least two (2) weeks **in** advance of the date of commencement of such leave and the expected date of **return**.
- (c) **An** employee who **is an** adoptive parent shall advise the 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.

**An** employee who **is an** adoptive parent may extend the parental leave for such greater time as may be required by the adoption agency concerned up to a maximum aggregate of six (6) months. Written notice by the employee for such extension will be given at least two (2) weeks prior to the termination of the initially approved leave.

- (d) **An** employee shall reconfirm his/her intention to return to work **on** the date originally approved in subsection (b) above by written notification received by the Hospital at least two (2) weeks in advance thereof.
- (e) Effective on confirmation by the Unemployment Insurance Commission of the appropriateness of the Hospital's Supplemental Unemployment Benefit (SUB) Plan, **an** employee who **is** on parental leave as provided under this Agreement who has applied for and is in receipt of Unemployment Insurance parental benefits

pursuant to Section 20 of the Unemployment Insurance Act, shall be paid a supplemental employment benefit. **That benefit will be equivalent to the difference between** seventy-five percent (75%) of her regular weekly earnings and the sum of her weekly unemployment Insurance benefits and any other earnings.

Such payment shall commence following completion of the two (2) week Unemployment Insurance waiting period, and receipt by the Hospital of the employee's Unemployment Insurance cheque stub as proof that she is in receipt of Unemployment Insurance parental benefits **and** shall continue while the employee is in receipt of such benefits for a maximum period of ten (10) weeks. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours plus any wage increase or salary increment that she would be entitled to if she were not on parental leave.

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

- (f) Credits for service and seniority shall accumulate for a period of up to eighteen (18) weeks while an employee is on parental leave.
- (g) The Hospital will continue to pay its share of the premiums of the subsidized employee benefits, including pension, in which the employee is participating for a period of up to eighteen (18) weeks while the employee is on parental leave.
- (h) Subject to **any** changes to the employee's status which

would have occurred had he or she not been on parental leave, the employee shall be reinstated to his or her former duties, on the same shift in the same department, and at the same rate of pay.

### **Article 30** **LEAVES OF ABSENCE WITHOUT PAY**

#### **Union Office**

30.01 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.

#### **Union Business**

- 30.02 (a) The Hospital shall grant leave of absence without pay, to employees to attend Union conventions, seminars, education classes or other legitimate Union business provided such leave does not interfere with the efficient operation of the Hospital.
- (b) In requesting such leave of absence for an employee or employees, the Union must give at least twenty-one (21) days' clear notice in writing to the Hospital.
- (c) The cumulative total leave of absence, the number of employees that may be absent at any one time and from any one area, and the number of days absence shall be

as provided elsewhere in the current local sections of the agreement (unless altered by local negotiations).

- (d) **The** Hospital may grant leave of absence without pay for attendance at Union conferences and conventions for not more than four (4) employees for any one period and not more than one (1) employee from the same job classification, not more than two (2) employees from the same department, excepting the Nursing Department where only one (1) employee from the same nursing unit. Additionally, leave of absence may be granted provided that at least six (6) weeks' notice in **writing** (which states the purpose and term of the leave) is given to the Hospital and provided that such leave of absence does not interfere with the efficient operation of the Hospital.
- (e) In addition to the leave of absence set out above, the members **of** the Union Executive Board and/or Council employed by the Hospital will be entitled to an additional cumulative leave of absence, without pay, not to exceed ten (10) days per contract year, subject to the conditions set out above for the purpose of attending Executive and/or Council meetings.

### **Personal Leave**

30.03 The Employer may grant Leave of Absence without pay to any employee for legitimate personal reasons, including illness and accident upon written application by the employee. Such leave shall be confirmed in writing by the Hospital and shall specify the date on which the employee is required to return to work.

Seniority shall continue to accumulate during the first month of such leave and shall be retained thereafter provided that the employee returns to work on the date specified.

30.04 If the employee returns to work on or before the date specified in her leave, her Seniority shall be reinstated im-

mediately; should she fail to return as scheduled she shall be deemed to have resigned unless excused by the Hospital.

30.05 It is understood that while an employee is on Leave of Absence she shall not be engaged in gainful employment and that if she does engage in such gainful employment she shall forfeit all Seniority rights under **this** Agreement.

30.06 The employee may not use the Leave of Absence for any purpose other than that for which it is granted; should she do so she shall be deemed to have resigned.

30.07 It is understood that such leave will be granted with due regard to the proper coverage in the department from which the employee is requesting leave.

### **Effect of Absence**

30.08 (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 the 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 WCB benefits. Effective March 26, 1990, the Hospital will continue to pay its

share of the premium for the initial seventeen (17) weeks from the commencement of the leave while an employee is on maternity leave. Effective March 26, 1990, service shall accrue for the initial seventeen (17) weeks from the commencement of the maternity leave. Notwithstanding this provision, service shall accrue for a period of fifteen (15) weeks if an employee's absence is due to a disability resulting in W.C.B. benefits.

- (c) It is further understood that during such unpaid absence, credit for seniority for purposes of promotion, demotion, transfer or lay-off shall be suspended and not accrue during the period of absence. Notwithstanding this provision, seniority shall accrue 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 illness.

### **Article 31**

#### **HEALTH AND WELFARE.**

#### **O.H.I.P.**

31.01 The Employer agrees to pay 100% of the applicable Ontario Health Insurance Plan premium on behalf of full time employees in the active employ of the Hospital and in the bargaining unit, who are enrolled or choose to enroll in the Plan.

31.02 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 Employer under the Ontario Health Insurance Act, or any similar legislation, that the total amount paid by the Employer and the employee at the commencement of the agreement as premium payments for present health services, shall accrue to and for the benefit of the Employer,

notwithstanding any legislation to the contrary, and particularly, but without limiting the generality, the Ontario Health Insurance Act or any legislation amending or replacing such Act in whole or in part.

### **Semi-Private Care**

31.03 The Hospital agrees to contribute on behalf of each eligible employee covered by the Collective Agreement, one hundred percent (100%) of the present billed premium of a semi-private hospital insurance plan.

### **Extended Health Care**

31.04 The Hospital agrees to contribute on behalf of each eligible employee covered by the Collective Agreement, seventy-five percent (75%) of the billed premium under the Blue Cross Extended Health Care Plan consisting of fifteen dollars (**\$15.00**) (single) and twenty-five dollars (\$25.00) (family) deductible (no co-insurance) subject to terms and conditions of such plan and subject to the carrier's requirements as to a minimum enrollment, provided the balance of the monthly premium is paid by the employee through payroll deduction. All eligible future employees coming into the bargaining unit shall be required to enroll as a condition of employment.

Effective June 10, 1991, the Extended Health Care Plan will include a Hearing Aid provision (\$500.00 lifetime maximum per individual) and Vision Care (Maximum \$120.00 - every twenty-four (24) months).

### **Dental**

31.05 Effective the first of the month following satisfaction of enrollment requirements and subject to the requirements of the carrier, eligible employees in the bargaining unit who have so elected, shall be entitled to participate in the group dental plan (Blue Cross No. 9, current O.D.A. Schedule, or its equivalent) subject to the terms and conditions of the Plan.



The Hospital shall contribute fifty percent (50%) and, effective June 10, 1991, seventy-five percent (75%) of the billed premium towards coverage of eligible participating employees under the Plan and such employees shall pay the remaining premium through payroll deduction.

Participation shall be voluntary with respect to employees employed as of execution of the Agreement.

Participation by eligible employees hired after the implementation of the Plan shall be in accordance with the provisions of the Plan and, subject to such provisions, shall be mandatory.

The parties agree that it is the intention of the Hospital to consult with the Union in regard to any proposed changes in reference to Article 31.05 of the Collective Agreement.

### **Long Term Disability**

31.06 Effective August 1, 1985 the Hospital agrees to contribute on behalf of each eligible employee covered by the Collective Agreement, seventy-five percent (75%) of the billed premium of a Long Term Disability Insurance Plan subject to the terms and conditions of such plan and subject to the carrier requirements as to the minimum enrollment, provided the balance of the monthly premium is paid by the employee through payroll deductions. All eligible future employees coming into the bargaining unit shall be required to enroll as a condition of employment.

### **Life Insurance**

31.07 The Employer agrees to contribute 100 per cent (100%) of the billed

premium of group life coverage for each eligible full time employee in the active employ of the Hospital and in the bargaining unit.

## Pensions

31.08 All employees covered by this Agreement shall join the Hospitals of Ontario Pension Plan in accordance with the regulations of the Plan.

31.09 In the event that the Employer and/or employees are obliged by law to contribute towards the cost of benefit(s) which are the same **as**, or similar to one or more benefits provided under Article 31 exclusive of Clause 31.05, the Employer may revise or eliminate duplication.

31.10 The Hospital may at any time substitute another carrier for any plan (other than O.H.I.P.) provided that the benefits provided thereby are substantially the same.

## Workers' Compensation and Sick Leave

31.11 (a) **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(1) complete pay period may apply to the Hospital for payment equivalent to the lesser of the benefit he/she would receive from Workers' Compensation if his/her claim was approved, or the benefit to which he/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).

(b) The Hospital agrees to provide the employee with a copy of the Workers' Compensation Board Form 7 at the time it is sent to the Board.

31.12 Employees who take early retirement shall have the option of maintaining their health and welfare benefits through the following Hospital's group plans: Extended Health Care, including Vision Care and Hearing allowance. Dental.

### **Article 32 UNIFORMS**

32.01 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 33 ACCIDENT PREVENTION - HEALTH AND SAFETY COMMITTEE**

33.01 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.

33.02 Recognizing its responsibilities under the applicable legislation, the Hospital agrees to accept as a member of its Accident Prevention - Health and Safety Committee at least one (1) representative selected or appointed by the Union from amongst bargaining unit employees.

33.03 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 health and safety.

33.04 The Hospital agrees to co-operate reasonably in providing necessary information to enable the Committee to fulfill its functions.

33.05 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.

33.06 Any representative appointed or selected in accordance with Clause 33.02 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.

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

## **Article 34**

### **GENERAL PROVISIONS**

#### **Non-Discrimination**

34.01 The Hospital and the Union recognize the right of employees to work in an environment that is free from harassment and discrimination. The Ontario Human Rights Code prohibits discrimination in the work place because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offense, marital status, family status or handicap all as defined by the Code.



**Article 35**  
**PERFORMANCE APPRAISALS**

35.01 Each employee will be given a copy of her performance appraisals, upon request.

**Article 36**  
**TERMINATION**

36.01 This Agreement shall continue in effect from the date hereof until **September 30, 1996** and shall continue automatically thereafter during annual periods of one (1) year each unless either party notifies the other in **w r i t i n g** within the ninety (90) days next preceding the expiry date that it desires to amend or terminate this Agreement.

36.02 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 notification. If pursuant to such negotiations, an Agreement is not reached prior to the current expiration date, this Agreement shall be automatically extended until consummation of a new Agreement.

36.04 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 **Commit-**

tees respectively representing each of the parties to this Agreement as being subject for local bargaining directly between the parties to this Agreement. It is also agreed that the local bargaining shall be subject to such procedures as may be determined by mutual agreement between the Central Negotiating Committees referred to above.

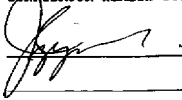
36.05 Except where otherwise provided, official communications in the form of correspondence between the Employer and the Union shall be given by prepaid Registered Mail as follows:

**To the Employer: Director, Human Resources  
Sunnybrook Health Science Centre**


**To the Union: President, Local 777,  
Chief Steward, Office and Clerical**

**DATED at TORONTO this 7th day of September 1998**

SUNNYBROOK HEALTH SCIENCE CENTRE

  
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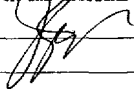
SUNNYBROOK HOSPITAL  
EMPLOYEES' UNION  
LOCAL 777 (CLERICAL)

  
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## 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.

FOR THE HOSPITAL




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FOR THE UNION



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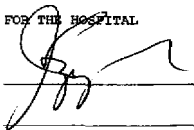
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## LETTER OF UNDERSTANDING

It is agreed that the Hospital and the Union will meet during the term of the Agreement and will make reasonable efforts to develop an implementation plan to address concerns which the Union may express regarding ergonomic adjustments to VDT work stations.

FOR THE HOSPITAL



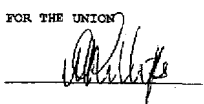
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FOR THE UNION



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## LETTER OF UNDERSTANDING

The following **shall** apply with respect to the Department Clerk -Nursing Unit and Unit Clerk position classifications. This is in resolution of all related past disputes, referred by the parties to negotiations for resolution as well as **in** response to union proposals/counter proposals submitted on this issue at negotiations.

- (a) The Hospital agrees to provide for training of those Unit Clerks who may be assigned by the Hospital to prepare payroll in place of the Department Clerks -Nursing Unit. Such training is to be scheduled by the Hospital **as** per operating requirements and available resources but within a reasonable timeframe.

Unit Clerks assigned by the Hospital in instances of temporary need and on an interim basis shall be for a term not to exceed six(6) months, unless extended by mutual agreement of the Union, employee and Hospital. No grievance may be filed concerning such temporary arrangement. Provisions of Article 14.06 - Temporary Transfer Pay are to apply in such cases.

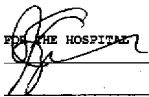
- (b) The current qualifications under skills for the Department Clerk - Nursing Unit position description are to be amended to twenty (20) words per minute in typing with less than 5% error.

Effective April 11, 1991, existing incumbents holding such position classification are to be permitted time to upgrade their skills to the required twenty (20) words per minute typing level until the expiry of the current collective agreement. This is to permit current incumbents opportunity to apply for an alternate Department Clerk -Nursing Unit position during this period, ending September 30, 1992. Such employees must how-

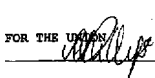
ever fulfill all other existing requirements and qualifications of the position. Following this period these employees will be required to have the 20 word per minute typing skill when applying for an alternate Department Clerk -Nursing Unit position.

- (c) Charting to be removed from the position description of Department Clerk - Nursing Unit, and Unit Clerk.

FOR THE HOSPITAL

  
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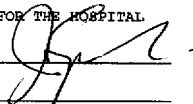
FOR THE UNION

  
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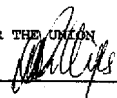
# MEMORANDUM OF UNDERSTANDING

This letter is to confirm the parties understanding that any shift commencing at 11:00 a.m. and terminated at 7:00 p.m. will not be eligible for shift premium payments. However, any shift commencing after 11:00 a.m. shall be eligible for such Shift Premium.

FOR THE HOSPITAL

  
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FOR THE UNION

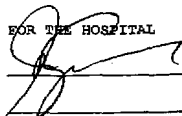
  
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# MEMORANDUM OF UNDERSTANDING

## EXTENDED TOURS

This is to confirm the parties understanding that where the majority of staff in a particular unit/department have agreed to such change, the Hospital may implement extended tours of 12 hour shifts.

FOR THE HOSPITAL

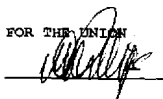


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FOR THE UNION



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**SALARY RANGES for SHEU (Office & Clerical) JOBS**

JOB TITLE / POSITION	SALARY CODE	EFFECTIVE				
		DATE	STEP 1	STEP 2	STEP 3	STEP 4
Admitting Clerk (Acting Supervisor)	SC15	01 Oct 93	15.000	15.395	15.803	16.226
		01 Apr 96	15.141	15.540	15.952	16.379
Appointments Clerk (Acting Supervisor)	SL05	01 Oct 93	15.229	15.648	16.077	16.503
		01 Apr 96	15.372	15.795	16.228	16.659
Capital Equipment Clerk (Acting Supervisor)	SL05	01 Oct 93	15.229	15.648	16.077	16.503
		01 Apr 96	15.372	15.795	16.228	16.659
Clerk Cashier (Acting Supervisor)	SC04	01 Oct 93	14.969	15.360	15.760	16.167
		01 Apr 96	15.109	15.504	15.908	16.319
Clerk Messenger (Acting Supervisor)	SC01	01 Oct 93	13.684	14.054	14.431	14.821
		01 Apr 96	13.812	14.185	14.566	14.960
Clerk Receptionist (Acting Supervisor)	SC06	01 Oct 93	14.898	15.268	15.661	16.052
		01 Apr 96	15.038	15.411	15.808	16.203
Clerk Typist (Acting Supervisor)	SC09	01 Oct 93	14.856	15.243	15.632	16.037
		01 Apr 96	14.995	15.386	15.779	16.188
Department Clerk (Acting Supervisor)	SL05	01 Oct 93	15.229	15.648	16.077	16.503
		01 Apr 96	15.372	15.795	16.228	16.659

JOB TITLE/ POSITION	SALARY CODE	EFFECTIVE DATE	STEP I	STEP2	STEP 3	STEP 4
Department Clerk (Nursing) (Acting Supervisor)	SC17	01 Oct 93	15.392	15.811	16.240	16.667
		01 Apr 96	15.537	15.960	16.393	16.824
Forms Design Clerk (Acting Supervisor)	SL05	01 Oct 93	15.229	15.648	16.077	16.503
		01 Apr 96	15.372	15.795	16.228	16.659
Health Records Technician (Acting Supervisor)	SL06	01 Oct 93	15.540	15.970	16.397	16.827
		01 Apr 96	15.686	16.120	16.552	16.986
Hostel Receptionist (Acting Supervisor)	SC13	01 Oct 93	14.825	15.221	15.629	16.052
		01 Apr 96	14.964	15.364	15.776	16.203
Insurance Clerk (Acting Supervisor)	SC11	01 Oct 93	14.969	15.360	15.760	16.167
		01 Apr 96	15.109	15.504	15.908	16.319
Intermediate Clerk (Acting Supervisor)	SC07	01 Oct 93	14.986	15.372	15.763	16.167
		01 Apr 96	15.127	15.516	15.911	16.319
Junior Clerk (Acting Supervisor)	SC02	01 Oct 93	13.684	14.054	14.431	14.821
		01 Apr 96	13.812	14.185	14.566	14.960
Junior Clerk Typist (Acting Supervisor)	SC03	01 Oct 93	14.915	15.284	15.662	16.052
		01 Apr 96	15.055	15.428	15.809	16.203

JOB TITLE / POSITION	SALARY CODE	EFFECTIVE DATE	STEP 1	STEP 2	STEP 3	STEP 4
Medical Transcriptionist (Acting Supervisor)	SL5A	01 Oct 93 01 Apr 96	15.371 15.515	15.796 15.945	16.227 16.380	16.653 16.810
Medical Stenographer (Acting Supervisor)	SL05	01 Oct 93 01 Apr 96	15.229 15.372	15.648 15.795	16.077 16.228	16.503 16.659
O.R. Booking Clerk (Acting supervisor)	SC14	01 Oct 93 01 Apr 96	15.000 15.141	15.395 15.540	15.803 15.952	16.226 16.379
O.R. Booking Clerk 2 (Acting Supervisor)	SL06	01 Oct 93 01 Apr 96	15.540 15.686	15.970 16.120	16.397 16.552	16.827 16.986
Payroll Clerk (Acting Supervisor)	SL05	01 Oct 93 01 Apr 96	15.229 15.372	15.648 15.795	16.077 16.228	16.503 16.659
Porter Escort (Acting Supervisor)	SL02	01 Oct 93 01 Apr 96	13.668 13.795	14.038 14.169	14.430 14.565	14.821 14.960
Public Information Assistant (Acting Supervisor)	SL04	01 Oct 93 01 Apr 96	14.526 14.662	14.922 15.062	15.329 15.473	15.754 15.902
Receptionist (SCIL) (Acting Supervisor)	SC16	01 Oct 93 01 Apr 96	14.958 15.098	15.354 15.498	15.762 15.910	16.185 16.338

JOB TITLE / POSITION	SALARY CODE	EFFECTIVE		STEP 1	STEP2	STEP 3	STEP 4
		DATE					
Records Clerk (Acting Supervisor)	SC05	01 Oct 93		14.898	15.268	15.661	16.052
		01 Apr 96		15.038	15.411	15.808	16.203
Secretary to Head of Service (Acting Supervisor)	SL07	01 Oct 93		15.862	16.290	16.718	17.147
		01 Apr 96		16.011	16.444	16.876	17.309
Secretary to Medical Staff (Acting Supervisor)	SL06	01 Oct 93		15.540	15.970	16.397	16.827
		01 Apr 96		15.686	16.120	16.552	16.986
Secretary to Medical Staff (COST SHARED ONLY - Act'g Supvr)	SC18	01 Oct 93		15.645	16.077	16.503	16.933
		01 Apr 96		15.792	16.228	16.659	17.093
Secretary Stenographer (Acting Supervisor)	SL05	01 Oct 93		15.229	15.648	16.077	16.503
		01 Apr 96		15.372	15.795	16.228	16.659
Secretary Stenographer 2 (Acting Supervisor)	SL06	01 Oct 93		15.540	15.970	16.397	16.827
		01 Apr 96		15.686	16.120	16.552	16.986
Section Leader (Acting Supervisor)	SL07	01 Oct 93		15.862	16.290	16.718	17.147
		01 Apr 96		16.011	16.444	16.876	17.309
Senior Accounting Clerk (Acting Supervisor)	SL06	01 Oct 93		15.540	15.970	16.397	16.827
		01 Apr 96		15.686	16.120	16.552	16.986



JOB TITLE / POSITION	SALARY CODE	EFFECTIVE DATE	STEP 1	STEP 2	STEP 3	STEP 4
Senior Administrative Clerk (Acting Supervisor)	SL06	01 Oct 93	15.540	15.970	16.397	16.827
		01 Apr 96	15.686	16.120	16.552	16.986'
Senior Admitting Clerk (Acting Supervisor)	SL06	01 Oct 93	15.540	15.970	16.397	16.827
		01 Apr 96	15.686	16.120	16.552	16.986
Senior Billing Clerk (Acting Supervisor)	SL06	01 Oct 93	15.540	15.970	16.397	16.827
		01 Apr 96	15.686	16.120	16.552	16.986
Senior Clerk Cashier (Acting Supervisor)	SL05	01 Oct 93	15.229	15.648	16.077	16.503
		01 Apr 96	15.372	15.795	16.228	16.659
Senior Telephone Operator (Acting Supervisor)	SL04	01 Oct 93	14.526	14.922	15.329	15.754
		01 Apr 96	14.662	15.062	15.473	15.902
Telephone Operator (Acting Supervisor)	SC08	01 Oct 93	14.986	15.372	15.763	16.167
		01 Apr 96	15.127	15.516	15.911	16.319
Terminal Operator (Acting Supervisor)	SC10	01 Oct 93	14.837	15.227	15.626	16.035
		01 Apr 96	14.976	15.370	15.773	16.186
Unit Clerk (Acting Supervisor)	SC12	01 Oct 93	14.969	15.360	15.760	16.167
		01 Apr 96	15.109	15.504	15.908	16.319

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