

1/2 Empire

Unit No. 3D

SOURCE	Union		
EFF. DATE	9/3	10/11	
TERM.	95	10/10	
No. OF EMPLOYEES	120		
NOMBRE D'EMPLOYÉS	120		

COLLECTIVE AGREEMENT

BETWEEN

MOUNT SINAI HOSPITAL

- AND -

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

EFFECTIVE: OCTOBER 11, 1993

EXPIRY: OCTOBER 10, 1995

CLERICAL UNIT

RECEIVED
 JUL 13 1998

05478(20)

INDEX

ARTICLE	PAGE
Article 1 Purpose	1
Article 2 Scope and Recognition	1
Article 3 Management Rights	2
Article 4 Definitions	3
4.01 Temporary Employees	3
Article 5 Union Security	3
5.01 Union Dues	3
5.02 Interview Period	4
Article 6 No Strike/Lockout	4
Article 7 Union Representation and Committees	4
7.01 Grievance Committee	4
7.02 Union Stewards	4
7.03 Central Negotiating Committee	6
7.04 Local Negotiating Committee	6
Article 8 Grievance and Arbitration	7
8.03 Right to Union Steward	7
8.06 Policy Grievance	8
8.07 Discharge Grievance	9
Article 9 Seniority	10
9.01 Probationary Period	10
9.02 Definition of Seniority	10
9.03 Transfer of Service and Seniority	11
9.04 Loss of Seniority	11
9.05 Effect of Absence	12
Article 10 Job Security	13
10.02 Notice	14
10.03 Severance and Retirement Options	15
10.04 Regional Staff Planning Committees	16
10.05 Lay-off and Recall	17
10.06 Benefits on Lay-off	19
Article 11 Job Posting	19
Article 12 No Contracting Out	21
Article 13 Work of the Bargaining Unit	22
13.01 Work of the Bargaining Unit	22
Article 14 Technological Change	22
Article 15 Leaves of Absence	23
15.01 Bereavement Leave	23
15.02 Education Leave	24
15.03 Jury and Witness Duty	24
15.04 Pregnancy Leave	25
15.05 Parental Leave	27
15.06 Full-time Union Office	30
15.07 Union Leave	30

	15.08	Personal Leave	31
Article 16		Hours of Work	31
	16.01	Daily and Weekly Hours of Work	31
	16.02	Rest Periods	32
	16.03	Time Off Between Shifts	32
	16.04	Weekends Off	32
	16.05	Scheduling Objectives	33
Article 17		Premium Payment	33
	17.02	Definition of Overtime (Overtime Premium)	33
	17.03	Reporting Pay	34
	17.04	Standby	34
	17.05	Call Back	35
	17.06	Shift Premium	35
	17.07	Responsibility Outside the Bargaining Unit	35
	17.08	Overtime - Lieu Time	36
	17.09	Paid Time to Working Time	36
	17.10	Weekend Premium	36
Article 18		Allowances	36
	18.01	Meal Allowance	36
	18.02	Uniform Allowance	37
	18.03	Transportation Allowance	37
Article 19		Health and Safety	37
	19.01	Accident Prevention - Health and Safety Committee	37
Article 20		Paid Holidays	38
Article 21		Vacations	40
	21.01	Entitlement and Calculation of Payment	40
	21.02	Approved Leave of Absence During Vacation	41
	21.05	Vacation Pay on Termination	42
Article 22		Health and Insured Benefits	42
	22.01	Insured Benefits	42
	22.06	Change of Carrier	43
	22.07	Benefits on Early Retirement	43
Article 23		Injury and Disability	44
	23.02	Disabled Employees	44
	23.03	Modified Work	44
Article 24		Sick Leave and Long Term Disability	44
	24.04	Workers' Compensation Benefits and Sick Leave	45
	24.09	Pay for Medical Certificates	45
Article 25		Compensation	45
	25.01	Experience Pay	45
	25.03	Temporary Transfer	46
	25.04	Job Classification	46
	25.05	Wages and Classification Premiums	47
Article 26		Pay Days	47
Article 27		Bulletin Boards	47

Article 28 Relationship 47
Article 29 Letters of Discipline , 48
Article 30 Meal Period , 48
Article 31 Duration (48
 Schedule "A" , 50
 Wage Implementation Note 53
 Schedule "B" , 54
 Wage Implementation Note 57

COLLECTIVE AGREEMENT

BETWEEN

MOUNT SINAI HOSPITAL
(hereinafter called the "Hospital")

- and -

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

ARTICLE 1 - PURPOSE

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

ARTICLE 2 - SCOPE AND RECOGNITION

2.01 The Hospital recognizes the Union as the sole bargaining agent for all office and clerical employees employed at the Hospital in Metropolitan Toronto save and except supervisors, persons above the rank of supervisor; secretaries to the following: Executive Director, Associate Executive Directors, Director of Medical Education, Director of Personnel, all other Directors including all Medical Directors, Director of Library Services, Director of Purchasing, Director of Admitting, Director of Communications, Director of Accounting, Director of Housekeeping, Director of Nutrition, Director of Engineering, Director of Medical Records, all Assistant Directors including Assistant Director of Communications, Assistant Director of Housekeeping, Assistant Director - Nutrition, and Assistant Director of Engineering; all Department Managers including Manager - Department of Radiological Sciences, Budget Accountant, and Payroll Manager and all secretaries employed for physicians, for the Hospital Auxiliary, for the Mount Sinai Institute, geographic secretaries, all

assistant supervisors in Central Service, office managers, buyers, medical photographers, systems analysts, ledger-keepers, accountants, patient representatives, professional medical staff, persons employed in the personnel department in a confidential capacity relating to labour relations, persons regularly employed for not more than twenty-four hours per week, students employed during the university or school vacation periods, students employed in a co-operative training programme, students employed as medical dicta trainees and all persons covered by subsisting collective agreements or certifications.

ARTICLE 3 - MANAGEMENT RIGHTS

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

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

ARTICLE 4 - DEFINITIONS

4.01 Temporary Employees

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

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

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

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

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

ARTICLE 5 - UNION SECURITY

5.01 Union Dues

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

Such dues so deducted shall be turned over by the Hospital to the Secretary Treasurer of the Union before the end of the month in

which they were deducted. The Union shall hold the Hospital harmless with respect to any liability which the Hospital might incur as a result of any deduction or remittance. By the end of the month the Hospital will supply the Union with a list of the employees from whom dues have been deducted during the month.

5.02 Interview Period

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

ARTICLE 6 - NO STRIKE/LOCKOUT

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

ARTICLE 7 - UNION REPRESENTATION AND COMMITTEES

7.01 Grievance Committee

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

7.02 Union Stewards

- (a) The Hospital will recognize nine (9) stewards to represent the following areas:

3 Ward Clerks

1 Medical Records

- 1 Accounting and Payroll
Nursing Administration
Central Mail
Admitting

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

- 1 Ambulatory Health
Social Work
Psychiatry
Medical Library

- 2 Radiology
Laboratories

The Hospital will also recognize a Chief Steward.

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

- (c) The Union acknowledges that the Steward has her regular duties to perform on behalf of the Hospital and that she will not leave her regular duties without first receiving permission from her Supervisor or her designate. If it is necessary to leave, the Steward shall state her destination to her Supervisor and report again to her at the time of her return to work. The Union acknowledges that Stewards and Committee members must perform their regular duties and that so far as possible all activities by the Stewards and Committee members will be carried on outside of working hours unless otherwise mutually arranged. The functions of the Steward are to investigate and attempt to settle grievances which arise in the area for which she has been appointed a Steward in

accordance with Article 8.01. If the properly classified Steward for an employee is unavailable, the employee, for the purposes set out in the grievance procedure, may request of her immediate Supervisor that the Chief Steward be permitted to assist the employee with her grievance. If the Chief Steward is unavailable, the employee may request of her immediate Supervisor that another Steward be permitted to assist the employee with her grievance.

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

7.03 Central Negotiating Committee

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

7.04 Local Negotiating Committee

- (a) Where the Hospital participates in joint bargaining, the purpose of the negotiating committee shall be to negotiate local issues as defined.
- (b) Where the Hospital does not participate in joint bargaining, the purpose of the negotiating committee shall be to negotiate a renewal of this Collective Agreement.

- (c) The Hospital agrees that the members of the negotiating committee shall suffer no loss of earnings for time spent during their regular scheduled working hours in attending such negotiating meetings with the Hospital up to, but not including arbitration.
- (d) Nothing in this provision is intended to preclude the Union negotiating committee from having the assistance of any representatives of the Union when negotiating with the Hospital.
- (e) The number of employees in the local negotiating committees shall be five.

ARTICLE 8 - GRIEVANCE AND ARBITRATION

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

8.02 No grievance shall be considered:

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

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

8.03 Right to Union Steward

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

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

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

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

Step No. 1

The aggrieved employee shall present her grievance in writing to her supervisor or the person designated by the Hospital in her Department. She shall have the assistance of her Steward if she so desires. If a settlement satisfactory to the employee concerned is not reached within three (3) working days (or any period which may be mutually agreed upon) the next step in the grievance procedure may be taken at any time within the three (3) working days thereafter.

Step No. 2

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

Step No. 3

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

8.06 Policy Grievance

A grievance arising directly between the Hospital and the Union concerning the interpretation, application or alleged violation of this Agreement shall be originated under Step No. 3 and

the time limits set out with respect to that Step will appropriately apply. It is expressly understood, however, that the provisions of this Section may not be used by the Union to institute an individual grievance with respect to a grievance directly affecting an employee which such employee could herself institute and the regular grievance procedure shall not be thereby bypassed. Any grievance by the Hospital or the Union shall be commenced within five (5) days after the circumstances giving rise to the grievance have occurred.

8.07 Discharge Grievance

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

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

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

been involved previously in an attempt to negotiate or settle the grievance.

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

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

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

ARTICLE 9 - SENIORITY

9.01 Probationary Period

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

9.02 Definition of Seniority

The following is a list of departments for seniority purposes:

1. Medical Records, Library

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

9.03 Transfer of Service and Seniority

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

9.04 Loss of Seniority

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

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

after he has received the notice of recall, and fails to report to work within ten (10) working days after he has received the notice of recall;

- (g) employee is absent due to illness or disability, which absence continues for thirty (30) calendar months from the time the disability or illness commenced,

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

9.05 Effect of Absence

Unless otherwise provided in this collective agreement:

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

disability resulting in W.C.B. benefits or LTD benefits, or for a period of one (1) year if an employee's unpaid absence is due to an illness.

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

ARTICLE 10 - JOB SECURITY

10.01(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.

10.02 Notice

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

- (i) provide the Union with no less than 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 layoff, or pay in lieu thereof.

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

10.03 Severance and Retirement Options

(a) Severance Pay

Within the lesser of thirty (30) days from the date of notice of layoff or the notice provided above an employee with more than twelve (12) months service with the Hospital who has received notice of layoff 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.

Note: In accordance with the Mitchnick Board's supplementary award dated February 24, 1997, notwithstanding article 10.02, notice for the purposes of severance pay under Article 10.03(a) is to be calculated on the basis of 2 weeks per year of service to a maximum of 12 weeks. Thus the balance of the notice referred to above will be the balance of up to 12 weeks as applicable.

(b) Retirement Allowance

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

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

the employee is eligible to retire under the terms of the Hospitals of Ontario Pension Plan. An employee who chooses this option forfeits her right to notice and will receive severance pay on the basis of 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 employees normal weekly earnings. In addition, full-time employees will receive a lump sum payment equal to \$1,000 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 year of service and

(i) whose lay-off is permanent, or

(ii) who is laid off for 26 weeks in any 52 week period, and who has not elected to receive a severance payment under either (a) or (b) of this Article,

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

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

10.04 Regional Staff Planning Committees

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

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

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

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

10.05 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.

(iii) The decision of the employee to choose (a) or (b) above shall be given in writing to the designated hospital representative within ten (10) working days (excluding Saturday, Sunday and Holidays) following the notification of lay-off. Employees failing to do so will be deemed to have accepted lay-off.

- (c) 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 (10) working days. An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on lay-off.
- (i) No full-time employee within the bargaining unit shall be laid off by reason of his/her duties being assigned to one or more part-time employees.
- (j) In the event that a lay-off commenced on the day immediately following a paid holiday, an employee otherwise qualified for holiday pay shall not be disentitled thereto solely because of the day on which the lay-off commenced.
- (k) A laid off employee shall retain the rights of recall for a period of twenty-four (24) months from the date of lay-off.

10.06 Benefits on Lay-off

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

ARTICLE 11 - JOB POSTING

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

by the Hospital for a period of seven (7) days excluding Saturday, Sunday and holidays. Vacancies created by the filling of an initial permanent vacancy within the bargaining unit shall be posted for a period of three (3) consecutive days excluding Saturday, Sunday and holidays. All applications are to be made in writing within the posting period.

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

11.03 Where there are no successful applicants from within this bargaining unit for positions referred to in Article 11.01 and 11.02, employees in other SEIU Clerical bargaining units at the Hospital will be considered for such positions prior to considering persons not employed by the Hospital. The employees eligible for consideration shall be limited to those employees who have applied for the position in accordance with Article 11.01 and selection shall be made in accordance with Article 11.03 above,

11.04 Vacancies which are not expected to exceed six months will not be posted and may be filled at the discretion of the Hospital. In filling such vacancies consideration shall be given to part-time employees in SEIU Clerical bargaining units who have recorded their interest in accordance with 11.02 above, prior to considering persons not employed by the Hospital. In considering such part-time employees the criteria for selection in 11.02 shall apply. Part-time employees selected to fill a vacancy under this Article will continue to maintain their part-time status and upon completion of the assignment the employee will return to his former position.

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

11.06 The successful applicant will be placed in the vacancy for a trial period not exceeding forty-five (45) working days and

If the employee proves satisfactory, then he shall be considered permanently assigned to the vacancy. If the employee proves unsatisfactory during that time, or if the employee feels he is unable to perform the duties of the vacancy to which he is posted, the employee will be returned to his former position at his former salary or rate of pay, as will any other employee in the Bargaining Unit who was promoted or transferred by reason of such placing. Newly hired employees shall be terminated and such termination shall not be subject to the grievance and arbitration procedure.

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

ARTICLE 12 - NO CONTRACTING OUT

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

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

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

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

12.03 On request by the Union, the Hospital will undertake to review contracted services which fall within the work of the bargaining unit. The purpose of the review will be to determine the practicality of increasing the degree to which bargaining unit

employees may be utilized to deliver such services in the future. The Hospital further agrees that the results of their review will be submitted to the Staff Planning Committee for its consideration.

ARTICLE 13 - WORK OF THE BARGAINING UNIT

13.01 Work of the Bargaining Unit

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

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

13.02 Not applicable.

13.03 Not applicable.

13.04 Not applicable.

ARTICLE 14 - TECHNOLOGICAL CHANGE

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

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

14.03 Where new or greater skills are required than are already possessed by affected employees under the present methods of operation, such employees shall be given a period of training, with due consideration being given to the employee's age and previous educational background, during which they may perfect or acquire the skills necessitated by the new method of operation. The

employer will assume the cost of tuition and travel. There shall be no reduction in wage or salary rates during the training period of any such employee. Training shall be given during the hours of work whenever possible and may extend for up to six (6) months.

14.04 Employees with one (1) or more years of continuous service who are subject to layoff under conditions referred to above, will be given notice of the impending change in employment status at the earliest reasonable time in keeping with the notification of the Union as set forth above and the requirements of the applicable legislation.

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

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

ARTICLE 15 - LEAVES OF ABSENCE

15.01 Bereavement Leave

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

15.02 Education Leave

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

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

15.03 Jury and Witness Duty

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

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

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

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

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

15.04 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) The following applies only to employees whose earnings (as defined in the Toronto Humber Memorial Hospital settlement) are less than \$30,000 (LICO) for the calendar year, or such other locally agreed annual period for determining LICO status.

Effective February 28, 1995 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 ninety-three percent (93%) of her regular weekly earnings and the sum of her weekly

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

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

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

The following applies only to "non-LICO" employees as defined by the Social Contract Act, 1993.

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 Unemployment Insurance benefits and any other earnings. Such payment shall commence following completion of the two-week Unemployment Insurance waiting period, and receipt by the Hospital of the employee's Unemployment Insurance cheque stub as proof that she is in receipt of Unemployment Insurance pregnancy benefits,

and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours 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 weeks while the employee is on pregnancy leave.
- (g) Subject to any changes to the employee's status which would have occurred had she not been on pregnancy leave, the employee shall be reinstated to her former duties, on the same shift in the same department, and at the same rate of pay.

15.05 Parental Leave

- (a) Parental leave will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision. The service requirements for eligibility for parental leave shall be thirteen (13) weeks of continuous service.
- (b) An employee, who qualifies for parental leave, other than an adoptive parent, shall give written notification at least two (2) weeks in advance of the date of commencement of such leave and the expected date of return.

- (c) An employee who is an adoptive parent shall advise the Hospital as far in advance as possible of having qualified to adopt a child, and shall request the leave of absence, in writing, upon receipt of confirmation of the pending adoption. If, because of late receipt of confirmation of the pending adoption, the employee finds it impossible to request the leave of absence in writing, the request may be made verbally and subsequently verified in writing.

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

- (d) An employee shall reconfirm his or her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Hospital at least two (2) weeks in advance thereof.
- (e) The following applies only to employees whose earnings (as defined in the Toronto Humber Memorial Hospital settlement) are less than \$30,000 (LICO) for the calendar year, or such other locally agreed annual period for determining LICO status.

Effective February 28, 1995 any 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 unemployment benefit. That benefit will be equivalent to the difference between ninety-three percent (93%) of her regular weekly earnings and the sum of her weekly Unemployment Insurance benefits and any other earnings. Such payment shall commence following completion of the two-weekly 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 Hospital will pay the employee ninety-three percent (93%) of her normal weekly earnings during the first two (2) week period of the leave while waiting to receive Unemployment Insurance Benefits.

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

The following applies only to "non-LICO" employees as defined by the Social Contract Act, 1993.

Effective on confirmation by the Unemployment Insurance Commission of the appropriateness of the Hospital's Supplemental Unemployment Benefit (SUB) Plan, any 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 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 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.

15.06 Full-time Union Office

Upon application by the Union, in writing, the Hospital will give reasonable consideration to a request for leave of absence, without pay, to an employee elected or appointed to full-time Union office. It is understood that no more than one (1) employee in the bargaining unit may be on such leave at the same time. Such leave, if granted, shall be for a period of one (1) calendar year (in the case of the Union President, two (2) calendar years) from the date of appointment unless extended for a further specific period by agreement of the parties. Seniority and service shall accumulate during such leave to the maximum provided, if any, under the provisions of the Collective Agreement. It will become the responsibility of the employee for full payment of any applicable benefits in which the employee is participating during such leave of absence.

15.07 Union Leave

- (a) The Hospital may grant leaves of absence without pay for up to an aggregate total for all leaves of fifty (50) days during each calendar year. Such leaves may be granted to not more than three (3) employees at any time

and to not more than one (1) employee from the same area for the sole purpose of serving as delegates of the local Union for Union conventions and conferences provided that at least twenty-one (21) days' notice in writing is given to the Hospital and such leave of absence will not interfere with the efficient operation of the Hospital.

- (b) The Hospital shall not contribute to the payment of fringe benefits past the end of the month in which the leave of absence began. The employee's anniversary date shall be adjusted and vacation entitlement in the current year shall be reduced according to the time absent on leave. However, if she is enrolled in O.H.I.P. and Extended Health Care, she may arrange to prepay the entire premiums during her leave of absence to avoid the transfer out and in. Coverage under the Group Life Plan may be maintained for a maximum of six (6) months by prepayment of the premium.

15.08 Personal Leave

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

ARTICLE 16 - HOURS OF WORK

16.01 Daily and Weekly Hours of Work

The hours of work for:

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

These hours are exclusive of meal periods and this Article shall not be construed to be a guarantee as to the hours of work per day nor as to the hours of work per week nor as a guarantee of

working schedules. The provisions of this Article are intended only to provide a basis for calculating time worked.

Normal hours include those required to accommodate the change from Daylight Saving Time to Standard Time and vice-versa to which the other provisions of the Articles dealing with Hours of Work and Overtime do not apply. The amount of regular pay for a full normal shift worked shall not be affected by reason of the change in the number of normal hours worked in consequence of such change from Daylight Saving Time to Standard Time and vice-versa.

16.02 Rest Periods

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

16.03 Time Off Between Shifts

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

16.04 Weekends Off

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

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

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

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

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

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

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

16.05 Scheduling Objectives

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

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

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

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

ARTICLE 17 - PREMIUM PAYMENT

17.01 Not applicable.

17.02 Definition of Overtime (Overtime Premium)

Authorized time worked beyond the normal daily hours or normal bi-weekly hours of the Hospital shall be paid at the rate of one and one-half (1 ½) times the employee's basic straight time hourly rate of pay, provided no overtime premium will be paid for overtime on an exchange of shifts mutually agreed to between two (2)

employees where approved by the Hospital. At the request of an employee in writing and upon agreement by the Hospital, an employee may be permitted to take compensating time off on the basis of one and one-half (1 ½) hours for each hour of overtime worked. Such compensating time off shall be granted within sixty (60) days of the day on which overtime hours were worked at a time determined by the Hospital and satisfactory to the employee. Where such time off cannot be scheduled within the sixty (60) day period referred to above, the Employer will pay for the overtime worked at the rate of one and one-half (1 ½) times the employee's basic straight time hourly rate of pay. The sixty (60) day time limit referred to above, may be extended by mutual agreement between the parties.

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

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

17.03 Reporting Pay

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

17.04 Standby

An employee who is required to remain available for duty on standby at any time outside of the scheduled working hours for that particular employee shall receive the amount of two dollars and ten cents (\$2.10) for each hour of standby duty provided that such employee can be contacted by telephone or other means of communication whenever needed during such period of standby and that such employee be prepared to undertake his/her assigned duties as expeditiously as possible when requested to do so. When an employee is called in to work the standby allowance per shift shall cease.

17.05 Call Back

- (a) Where employees are called back to work after having completed a regular shift and prior to the commencement of their next regular shift they shall receive a minimum of four (4) hours of work or four (4) hours pay at the rate of time and one-half their regular hourly earnings. Where call back is immediately prior to the commencement of their regular shift the call back pay will only apply to the point of commencement of a regular shift at the rate of time and one-half after which they shall revert back to the regular shift.
- (b) Call back pay shall cover all calls within the minimum four (4) hour period provided for under (a). If a second call takes place after four (4) hours have elapsed from the time of the first call, it shall be subject to a second call back premium, but in no case shall an employee collect two call back premiums within one such four (4) hours period, and to the extent that a call back overlaps and extends into the hours of his regular shift, (a) shall apply.
- (c) Notwithstanding the foregoing an employee who has worked his full shift on a holiday and is called back shall receive the greater of 2 ½ times his regular straight time hourly rate for all hours actually worked on such call-back or four (4) hours pay at time and one-half his straight time hourly rate, subject to the other provisions set out above.

17.06 Shift Premium

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

17.07 Responsibility Outside the Bargaining Unit

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

17.08 Overtime - Lieu Time

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

17.09 Paid Time to Working Time

- (a) Employees absent on approved leave, paid by the Employer or by the Workers' Compensation Board, shall for the purposes of computing overtime pay during the work schedule in which the absence occurred, be considered as having worked their regularly scheduled hours during such leave of absence. No pyramiding shall result from the application of this provision.
- (b) The foregoing shall also apply in cases of short term leaves of absence for Union business approved by the Employer under the applicable provisions of the Collective Agreement where payment is made to the employee by the Union.

17.10 Weekend Premium

Effective October 11, 1992 an employee shall be paid a weekend premium of forty-five cents (\$0.45) per hour for each hour worked between 2400 hours Friday to 2400 hours Sunday or such other forty-eight (48) hour period that the 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 18 - ALLOWANCES

18.01 Meal Allowance

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

18.02 Uniform Allowance

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

18.03 Transportation Allowance

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

ARTICLE 19 - HEALTH AND SAFETY

19.01 Accident Prevention - Health and Safety Committee

- (a) The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the Hospital in order to prevent accidents, injury, and illness.
- (b) The Hospital agrees to accept as a member of its Joint Health and Safety Committee at least one representative selected or appointed by the Union from amongst bargaining unit employees.
- (c) Such committee shall identify potential dangers and hazards, institute means of improving health and safety programs and recommend actions to be taken to improve conditions related to safety and health.
- (d) The Hospital agrees to cooperate reasonably in providing necessary information to enable the Committee to fulfill its functions.
- (e) Meetings shall be held every second month or more frequently at the call of the chair if required. The

Committee shall maintain minutes of all meetings and make the same available for review.

- (f) Any representative appointed or selected in accordance with (b) hereof shall serve for a term of one calendar year from the date of appointment which may be renewed for further periods of one year. Time off for such representative(s) to attend meetings of the Accident Prevention - Health and Safety Committee in accordance with the foregoing shall be granted and time so spent attending such meetings shall be deemed to be work time for which the representative(s) shall be paid by the Hospital at his regular or premium rate as may be applicable.
- (g) The Union agrees to endeavour to obtain the full cooperation of its membership in the observation of all safety rules and practices.
- (h) Pregnant employees may request to be transferred from the current duties if, in the professional opinion of the employee's physician, the pregnancy may be at risk. If such a transfer is not feasible, the pregnant employee, if she so requests, will be granted an unpaid leave of absence before commencement of the maternity leave referred to in Article 15.04.
- (i) Where the Hospital identifies high risk areas where employees are exposed to Hepatitis B, the Hospital will provide, at no cost to the employees, a vaccine to Hepatitis B surface Antigen.

19.02 Not applicable.

ARTICLE 20 - PAID HOLIDAYS

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

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

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

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

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

20.03 An employee who is required to work on any of the holidays set out in Article 20.01 above shall receive pay for such work on the said holiday at the rate of ~~time~~ and one-half (1 ½) the employee's regular rate in addition to either one regular day's wages or a day in lieu of the paid holiday on a day mutually acceptable to the parties.

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

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

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

ARTICLE 21 - VACATIONS

21.01 Entitlement and Calculation of Payment

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

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

An employee who has completed three (3) years but less than eight (8) years of continuous service as of the anniversary date of hire shall be entitled to three weeks' annual vacation with pay.

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

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

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

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

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

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

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

An employee may accumulate an extra five (5) days of vacation beyond their yearly entitlement.

21.02 Approved Leave of Absence During Vacation

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

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

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

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

the year. Further, vacations are not cumulative from year to year.

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

21.05 Vacation Pay on Termination

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

ARTICLE 22 - HEALTH AND INSURED BENEFITS

22.01 Insured Benefits

(a) The Hospital agrees to contribute one hundred per cent (100%) of the billed single premium or one hundred per cent (100%) of the billed married premium, whichever is applicable, under the Ontario Health Insurance Plan for each full time employee in the active employ of the Hospital and in the bargaining unit.

(b) The parties agree that any and all divisible surplus or excess, credits or refunds, or reimbursements under whatever name, that may arise, during the term of this Collective Agreement and result from a lower premium amount paid by the Hospital under the Ontario Health Insurance Act or any similar legislation, than the total amount paid by the Hospital and the employee at the commencement of this Agreement as premium payments for present health services shall accrue to and for the benefit of the Hospital notwithstanding any legislation to the contrary, and particularly without limiting the generality, the Ontario Health Insurance Act or any legislation amending or replacing such Act in whole or in part.

22.02 The Hospital shall pay one hundred percent (100%) of the premium for semi-private hospital coverage.

22.03 The Hospital agrees to contribute on behalf of each full-time employee in the active employ of the Hospital and in the bargaining unit seventy-five per cent (75%) of the present billed premium under the Blue Cross Extended Health Care Plan or its equivalent consisting of ten dollars (\$10.00) single and twenty dollars (\$20.00) family deductible (no co-insurance) subject to the terms and conditions of such plan provided the balance of the monthly billed premium is paid by the employee through payroll deduction. All eligible future employees coming into the bargaining unit shall be required to enrol as a condition of employment. In addition to the standard benefits, coverage will include vision care (maximum \$60.00 every 24 months). Effective date of ratification, the deductible will be \$15/\$25. In addition, the vision care is increased to \$90.00 and the hearing aid will be \$500.00 lifetime maximum per individual.

22.04 The policy of the Hospital to make available pension and group insurance coverage for its employees subject to the provisions of the respective plans will be continued during the term of this Agreement. The Hospital agrees to contribute one hundred per cent (100%) of the billed premium of group life coverage.

22.05 The Hospital agrees to contribute fifty per cent (50%) of the billed single premium or fifty per cent (50%) of the billed married premium (current O.D.A. Schedule), whichever is applicable under the Blue Cross Dental Plan #9 or its equivalent, for each full-time employee in the active employ of the Hospital and in the bargaining unit who has completed her probationary period and who voluntarily joins the plan, providing the balance of the monthly premiums are paid by the employee through monthly payroll deductions. Effective date of ratification, the Hospital's contribution to the dental plan will be 75%.

22.06 Change of Carrier

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

22.07 Benefits on Early Retirement

The Hospital will provide equivalent coverage to all employees who retire early and have not yet reached age 65 and who are in

receipt of the Hospital's pension plan benefits on the same basis as is provided to active employees for semi-private, extended health care and dental benefits. The Hospital will contribute the same portion towards the billed premiums of these benefits plans as is currently contributed by the Hospital to the billed premiums of active employees. The early retired employee's share towards the billed premium of the insured benefit plans will be deducted from his or her monthly pension cheque.

ARTICLE 23 - INJURY AND DISABILITY

23.01 Not applicable.

23.02 Disabled Employees

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

23.03 Modified Work

Any agreement reached between the hospital and the union concerning the implementation of a modified work program shall take precedence over other terms in the collective agreement.

ARTICLE 24 - SICK LEAVE AND LONG TERM DISABILITY

24.01 The Hospital will assume total responsibility for providing and funding a short-term sick leave plan at least equivalent to that described in the 1987 Hospitals of Ontario Disability Plan (HOODIP) brochure.

24.02 The Hospital will pay seventy-five percent (75%) of the billed premium towards eligible employees under the long term disability portion of the existing Hospitals of Ontario Disability Income Plan, the employee paying the balance of the billed premium through payroll deduction.

24.03 The Hospital further agrees that there will be no waiting period for benefits on the fourth and subsequent absence due to illness.

24.02 Workers' Compensation Benefits and Sick Leave

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

24.05 Not applicable.

24.06 Not applicable.

24.07 Not applicable.

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

24.09 Pay for Medical Certificates

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

ARTICLE 25 - COMPENSATION

25.01 Experience Pay

An employee hired by the Hospital with recent and related clerical experience may claim at the time of hiring on a form supplied by the Hospital consideration of such experience. Any

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

25.02 Not applicable.

25.03 Temporary Transfer

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

25.04 Job Classification

When a new classification (which is covered by the terms of this Collective Agreement) is established by the Hospital, or the Hospital makes a substantial change in the job content of an existing classification which in reality causes such classification to become a new classification, the Hospital shall determine the rate of pay for such new or changed classification and notify the local Union of the same within seven (7) days. If the local Union challenges the rate, it shall have the right to request a meeting with the Hospital to endeavour to negotiate a mutually satisfactory rate. Such request will be made within ten (10) days after the receipt of notice from the hospital of such new occupational classification and rate. Any change mutually agreed to resulting from such meeting shall be retroactive to the date that notice of the rate was given by the Hospital. If the parties are unable to agree, the dispute concerning the new rate may be submitted to arbitration as provided in the agreement within fifteen (15) days of such meeting. The decision of the Board of Arbitration shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit, having regard to the requirements of such classification, and shall be retroactive to the date that notice of the new rate was given by the Hospital.

25.05 Wages and Classification Premiums

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

ARTICLE 26 - PAY DAYS

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

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

ARTICLE 27 - BULLETIN BOARDS

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

ARTICLE 28 - RELATIONSHIP

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

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

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

,

ARTICLE 29 - LETTERS OF DISCIPLINE

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

ARTICLE 30 - MEAL PERIOD

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

ARTICLE 31 - DURATION

31.01 This Agreement shall continue in effect until October 10, 1995 and shall continue automatically thereafter from year to year unless either party gives notice in writing to the other party within 90 days prior to the expiration date that it desires to amend or terminate this agreement.

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

31.03(a) Notwithstanding the foregoing provisions, the Union recognizes the right of the Hospital to negotiate certain provisions of the Agreement during contract negotiations through a Committee which may also represent other Hospitals in Ontario, and in the event the parties to this Agreement agree to negotiate for its renewal through the process of central bargaining, either party to this Agreement may give notice to the other party of its desire to bargain for amendments on local matters proposed for incorporation in the renewal of this Agreement not earlier than six (6) calendar months nor later than three (3) calendar months prior to the normal termination date of this Agreement. Upon receipt of such notice by one party from the other, both parties will meet within fifteen (15) days thereafter for the purpose of bargaining on local matters.

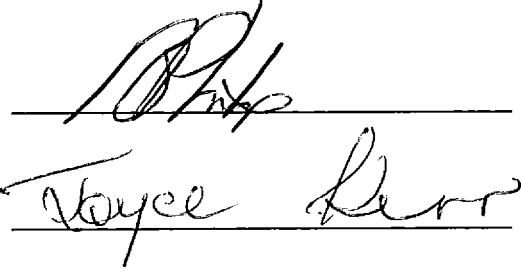
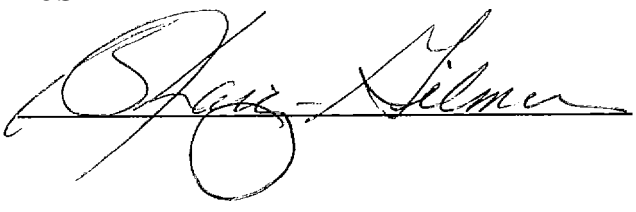
(b) It is understood and agreed that "local" matters means those matters which have been determined by mutual agreement between the Central Negotiating Committees respectively representing each of the parties to this Agreement as being subjects for local bargaining directly between the parties to this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

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

DATED AT Toronto, this 4th day of May 1998.

SIGNED ON BEHALF OF THE
HOSPITAL

SIGNED-ON BEHALF OF THE
UNION



BP/SP

SCHEDULE A

These rates apply only to LICO employees as defined by the Social Contract Act, 1993.

Classification	Effective Date	LEVELS			
		1	2	3	4
Mail Clerks; Menu Clerks	Oct. 11 93	11.977	12.340	12.736	13.111
	Oct. 11 94	12.097	12.463	12.863	13.242
Cashier-Nutrition	Oct. 11 93	12.913	13.319	13.714	14.088
	Oct. 11 94	13.042	13.452	13.851	14.229
Film File Lib. Clerks; File Clerks- Health Records; Central Registry Clerks; Library Assistants	Oct. 11 93	12.913	13.319	13.714	14.088
	Oct. 11 94	13.042	13.452	13.851	14.229
Ward Clerks (2015 hrs./yr) (38.75 hrs./wk)	Oct. 11 93	13.339	13.735	14.130	14.536
	Oct. 11 94	13.472	13.873	14.271	14.681
Receptionist - Rehab. Medicine Radiology, Dentistry, Laboratories Family Medicine; Clerk/Typist-Labs, Purchasing, Rehab. Medicine, Psychiatry, Family Med., Health Records; Dicta/Typist-Psychiatry; Data Entry Clerk	Oct. 11 93	13.339	13.735	14.130	14.536
	Oct. 11 94	13.472	13.872	14.271	14.681

Classification	Effective Date	LEVELS			
		1	2	3	4
Clerk/Typist - Central Dispatch	Oct. 11 93	13.339	13.735	14.130	14.536
Otological Unit, Information Services, Pharmacy; Admitting Clerks; Report Controllers; Terminal Operators; C.T. Booking Clerk; Asst. Receptionist-Rehab. Med.	Oct. 11 94	13.472	13.872	14.271	14.681
Accounts Payable Clerks; Accounts Receivable Clerks; Resch. Acctg. Clerk; Library Technicians; Library Clerks; Receptionist-Social Work; Jr. Payroll Clerk; Bed Reservation Clerk	Oct. 11 93	13.339	13.735	14.130	14.536
	Oct. 11 94	13.472	13.872	14.271	14.681
I.C.R. Clerk; Communications Operator; Assembly Clerks	Oct. 11 93	13.339	13.735	14.130	14.536
	Oct. 11 94	13.472	13.872	14.271	14.681
Receptionist-Communications (Murray)	Oct. 11 93	13.339	13.735	14.130	14.536
	Oct. 11 94	13.472	13.872	14.271	14.681
Bed Assignment Clerks; O.R. Booking Clerk; Sr. Report Controller; Medical Secretary-Maternal/Fetal Medicine Admitting Co-ordinator	Oct. 11 93	13.496	13.901	14.297	14.734
	Oct. 11 94	13.631	14.040	14.440	14.881

LEVELS

Classification	Effective Date	LEVELS			
		1	2	3	4
Secretary - Social Work; Medical Dicta-Health Records; Dicta/Receptionist-A. RPU	Oct. 11 93	13.672	14.067	14.495	14.931
	Oct. 11 94	13.809	14.208	14.640	15.080
Medical Dicta-typist; Medical Secretary	Oct. 11 93	13.797	14.224	14.661	15.119
	Oct. 11 94	13.935	14.366	14.808	15.270
Receiving Clerk; Printer H.R.T.; Data Entry Clerk - Purchasing; Charge Transcriptionist- Health Records	Oct. 11 93	13.974	14.401	14.848	15.254
	Oct. 11 94	14.114	14.545	14.996	15.407
Charge Transcriptionist - Radiology; Accommodation Co-ordinator;	Oct. 11 93	13.974	14.401	14.848	15.254
	Oct. 11 94	14.114	14.545	14.996	15.407
Charge Film File Lib. Clerk	Oct. 11 93	13.974	14.401	14.848	15.254
	Oct. 11 94	14.114	14.545	14.996	15.407
Dispatcher	Oct. 11 93	15.202	15.639	16.096	16.565
	Oct. 11 94	15.354	15.795	16.257	16.731
Charge Report Controller Charge Medical Dicta Typist, Pathology	Oct. 11 93	15.202	15.639	16.096	16.565
	Oct. 11 94	15.354	15.795	16.257	16.731
Sr. Payroll Clerk	Oct. 11 93	15.202	15.639	16.096	16.565
	Oct. 11 94	15.354	15.795	16.257	16.731

Wage Implementation Note

In order to comply with the requirements of the Social Contract Act, 1993 and the award, employees eligible to be paid as per Wage Schedule "A" are those employees whose earnings (as defined in the Toronto Humber Memorial Hospital settlement) are less than \$30,000 (LICO) for the calendar year, or such other locally agreed annual period for determining LICO status. Employees determined as "non-LICO" will be paid as per Wage Schedule "B".

If, at the end of the calendar year it is determined that a "non-LICO" employee's earnings as per the LICO definition were less than \$30,000 annually, the employee shall receive a retroactive wage payment to the extent that the total of the items included for the purposes of earnings under the LICO definition, including wages, does not exceed \$30,000 for the calendar year.

If, at the end of the calendar year it is determined that a "LICO" employee's earnings as per the LICO definition were greater than \$30,000 annually, such employee shall repay to the Hospital the overpayment of wages received in the calendar year to the extent that to do so does not reduce annual LICO earnings below \$30,000. The Hospital may recover the money by payroll deduction, and the employee and the Union agree that this repayment is hereby consented to, for the purposes of the Employment Standards Act.

SCHEDULE B

These rates apply only to "non-LICO" employees as defined by the Social Contract Act, 1993.

LEVELS

Classification	Effective Date	1	2	3	4
Mail Clerks; Menu Clerks	Oct. 11 93	11.858	12.218	12.610	12.981
	Oct. 11 94	11.858	12.218	12.610	12.981
Cashier-Nutrition	Oct. 12 93	12.785	13.187	13.578	13.949
	Oct. 11 94	12.785	13.187	13.578	13.949
Film File Lib. Clerks; File Clerks- Health Records; Central Registry Clerks; Library Assistants	Oct. 11 93	12.785	13.187	13.578	13.949
	Oct. 11 94	12.785	13.187	13.578	13.949
Ward Clerks (2015 hrs./yr) (38.75 hrs./wk)	Oct. 11 93	13.207	13.599	13.990	14.392
	Oct. 11 94	13.207	13.599	13.990	14.392
Receptionist - Rehab. Medicine Radiology, Dentistry, Laboratories Family Medicine; Clerk/Typist-Labs, Purchasing, Rehab. Medicine, Psychiatry, Family Med., Health Records; Dicta/Typist-Psychiatry; Data Entry Clerk	Oct. 11 93	13.207	13.599	13.990	14.392
	Oct. 11 94	13.207	13.599	13.990	14.392

LEVELS

Classification	Effective Date	LEVELS			
		1	2	3	4
Clerk/Typist - Central Dispatch	Oct. 11 93	13.207	13.599	13.990	14.392
Otological Unit, Information Services, Pharmacy; Admitting Clerks; Report Controllers; Terminal Operators; C.T. Booking Clerk; Asst. Receptionist-Rehab. Med.	Oct. 11 94	13.207	13.599	13.990	14.392
Accounts Payable Clerks; Accounts Receivable Clerks; Resch. Acctg. Clerk; Library Technicians; Library Clerks; Receptionist-Social Work; Jr. Payroll Clerk; Bed Reservation Clerk	Oct. 11 93	13.207	13.599	13.990	14.392
	Oct. 11 94	13.207	13.599	13.990	14.392
I.C.R. Clerk; Communications Operator; Assembly Clerks	Oct. 11 93	13.207	13.599	13.990	14.392
	Oct. 11 94	13.207	13.599	13.990	14.392
Receptionist-Communications (Murray)	Oct. 11 93	13.207	13.599	13.990	14.392
	Oct. 11 94	13.207	13.599	13.990	14.392
Bed Assignment Clerks; O.R. Booking Clerk; Sr. Report Controller; Medical Secretary-Maternal/Fetal Medicine Admitting Co-ordinator	Oct. 11 93	13.362	13.763	14.155	14.588
	Oct. 11 94	13.362	13.763	14.155	14.588

LEVELS

Classification	Effective Date	LEVELS			
		1	2	3	4
Secretary - Social Work; Medical Dicta-Health Records; Dicta/Receptionist-AMB. RPU	Oct. 11 93	13.537	13.928	14.351	14.783
	Oct. 11 94	13.537	13.928	14.351	14.783
Medical Dicta-typist; Medical Secretary	Oct. 11 93	13.660	14.083	14.516	14.969
	Oct. 11 94	13.660	14.083	14.516	14.969
Receiving Clerk; Printer H.R.T.; Data Entry Clerk- Purchasing; Charge Transcriptionist- Health Records	Oct. 11 93	13.836	14.258	14.701	15.103
	Oct. 11 94	13.836	14.258	14.701	15.103
Charge Transcriptionist - Radiology; Accommodation Co-ordinator;	Oct. 11 93	13.836	14.258	14.701	15.103
	Oct. 11 94	13.836	14.258	14.701	15.103
Charge Film File Lib. Clerk	Oct. 11 93	13.836	14.258	14.701	15.103
	Oct. 11 94	13.836	14.258	14.701	15.103
Dispatcher	Oct. 11 93	15.051	15.484	15.937	16.401
	Oct. 11 94	15.051	15.484	15.937	16.401
Charge Report Controller Charge Medical Dicta-Typist, Pathology	Oct. 11 93	15.051	15.484	15.937	16.401
	Oct. 11 94	15.051	15.484	15.937	16.401
Sr. Payroll Clerk	Oct. 11 93	15.051	15.484	15.937	16.401
	Oct. 11 94	15.051	15.484	15.937	16.401

Wage Implementation Note

In order to comply with the requirements of the Social Contract Act, 1993 and the award, employees eligible to be paid as per Wage Schedule "A" are those employees whose earnings (as defined in the Toronto Humber Memorial Hospital settlement) are less than \$30,000 (LICO) for the calendar year, or such other locally agreed annual period for determining LICO status. Employees determined as "non-LICO" will be paid as per Wage Schedule "B".

If, at the end of the calendar year it is determined that a "non-LICO" employee's earnings as per the LICO definition were less than \$30,000 annually, the employee shall receive a retroactive wage payment to the extent that the total of the items included for the purposes of earnings under the LICO definition, including wages, does not exceed \$30,000 for the calendar year.

If, at the end of the calendar year it is determined that a "LICO" employee's earnings as per the LICO definition were greater than \$30,000 annually, such employee shall repay to the Hospital the overpayment of wages received in the calendar year to the extent that to do so does not reduce annual LICO earnings below \$30,000. The Hospital may recover the money by payroll deduction, and the employee and the Union agree that this repayment is hereby consented to, for the purposes of the Employment Standards Act.