

**Collective Agreement**

**Dated: 01 October 1994**

**Ending: 30 September 1996**

**Between:**

**SunnyBrook Health Science Centre  
Office and Clerical (Part Time)**

**And:**

**SunnyBrook Hospital Employees'  
Union Local 777**

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**COLLECTIVE AGREEMENT  
CLERICAL PART-TIME**

**BY AND BETWEEN:**

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

**and**

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

**NOW THIS AGREEMENT THEREFORE WITNES-  
SETH:**

**Article 1  
GENERAL PURPOSE**

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

**Article 2**  
**RECOGNITION AND BARGAINING UNIT**

2.01 The Employer recognizes the Union as the exclusive bargaining agent with respect to all Office and Clerical employees of Sunnybrook Hospital at Metropolitan Toronto regularly employed for not more than 24 hours per week and students employed as office and clerical employees during the school vacation period save and except supervisors, persons above the rank of supervisor, secretaries to Director, Vice President, Chief Operating Officer and Chief Executive Officer, professional medical staff, registered and graduate nurses, professional, administrative and paramedical staff, students taking formal courses leading to their certification both graduate and undergraduate and persons covered by subsisting collective agreements.

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

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

**Article 3**  
**RESERVATION OF MANAGEMENT FUNCTIONS**

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

- (i) maintain order, discipline and efficiency;
- (ii) hire, discharge, direct, classify, transfer, promote, demote, lay-off, suspend or otherwise discipline employees for just and sufficient cause;
- (iii) establish and enforce Rules and Regulations not

inconsistent with the provisions of this Agreement, governing the conduct of employees, and;

- (iv) generally to manage and operate the Sunnybrook Hospital, and without restricting the foregoing to determine the kinds and locations of equipment, machines and tools to be used, the allocation and number of employees required by the Employer from time to time, and to operate and maintain the Hospital and premises of the Employer in a manner consistent with the complete maintenance and efficient operation of the Hospital.

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

#### **Article 4 RELATIONSHIP**

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

4.02 The Employer agrees that a representative of the Union shall be given the opportunity of interviewing each employee once, on completion of 450 hours' employment, for the purpose of informing such employees of the existence of the Union at Sunnybrook Hospital and of ascertaining if the employee desires to become a member. The Employer shall advise the Union from time to time as to the names of the persons to be interviewed and the time and place for such interview, the duration of which shall not exceed fifteen (15) minutes.

4.03 An employee who offends any of the provisions of

this Article may be appropriately dealt with by the Employer under the provisions of the Grievance Procedure.

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

5.01 It is agreed that the employees who are now or hereafter become members of the Union shall maintain their membership in the Union during the term of this agreement as a condition of their continued employment. No person shall lose her job as a result of denial of Union membership or expulsion from the Union, except by reason of her failure to pay monthly Union dues uniformly levied on the membership.

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

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

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

Article 6  
**STRIKES AND LOCKOUTS**

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

Article 7  
**UNION REPRESENTATION**

7.01 The Employer acknowledges the right of the Union to appoint or otherwise select not more than three (3) Shop Stewards. All Stewards shall have acquired seniority in the bargaining unit (450 hours).

7.02 The Union acknowledges that the steward has her regular duties to perform on behalf of the Employer and that she will not leave her regular duties without first receiving permission from her supervisor or his/her deputy. She shall state her destination to her supervisor and report again to him/her at the time of her return to work. In accordance with this understanding the Employer will compensate the steward for the time spent during regular working hours by her in handling grievances of employees. The functions of the steward are to investigate and attempt to settle grievances which arise in the department for which she has been appointed as steward. If a departmental steward is unavailable, an employee for the purposes set out in Clause 9.02 may request of her immediate supervisor, that the Chief Steward may be permitted to assist the employee with her complaint.



### 7.03 Negotiating Committees

- (a) 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.
- (b) Where the Hospital participates in joint bargaining, the purpose of the negotiating committee shall be to negotiate local issues as defined.
- (c) 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.
- (d) The Hospital agrees that the members of the negotiating committee shall suffer no loss of earnings ~~for~~ time spent during their regular scheduled working hours in attending such negotiating meetings with the Hospital up to, but not including arbitration.
- (e) Nothing in this provision is intended to preclude the Union negotiating committee from having the assistance of any representatives of the Union when negotiating with the Hospital.
- (f) The number of employees in the local negotiating committees shall be up to 3 (part time).

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

**Article 8**  
**CONSULTATION**

8.01 The Employer agrees to discuss matters of common interest with a Union Committee which shall consist of a Chief Steward and two (2) stewards selected by the Union, not more than three (3) of which committee members shall meet with management at any one time. The Employer shall be advised of the names of the members of this committee and shall be notified of any changes from time to time. **All** members of the committee shall be regular employees of the Hospital.

8.02 The Union acknowledges that the members of this committee must continue to perform their regular duties, and that as far as possible all activities of the committee will be carried on outside of the regular working hours of the members thereto, unless otherwise mutually arranged.

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

It is agreed that the Union Officer of Local 777 shall act as a member of the above committee.

**Article 9**  
**COMPLAINTS AND GRIEVANCES**

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

9.02 It is the mutual desire of the parties hereto that complaints of the Employer or of the employee shall be adjusted

as equitably as possible, and it is understood that an employee has no grievance until she has first given her supervisor an opportunity to adjust her complaint.

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

**Step 1**

The employee shall submit the grievance in writing, signed by him/her, to the immediate supervisor. A meeting will then be held between the employee, the Union Steward, the supervisor and another management representative as appropriate within five (5) full working days of the submission of the grievance. The immediate supervisor will deliver his/her decision in writing within three (3) full working days of the meeting. Failing settlement, then within five (5) full working days:

**Step 2**

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

**Step 3**

The grievance shall be submitted in writing by the Chief Steward to the Chief Executive Officer of the Hospital or designated Hospital representative. A meeting will then be held between the employee, the Union Steward, the Chief

Steward, the general representative of the Union, the supervisor, the head of the department and the designated Hospital representative within five (5) full working days of the submission of the grievance at Step 3. The decision of the Hospital shall be delivered in writing within ten (10) full working days following the date of such meeting.

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

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

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

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

9.08 All the decisions arrived at between the Employer and the Union concerning the interpretation or violation of this Agreement which may be considered as policy matters, the difference between the parties shall be reduced to writing by either party and dealt with commencing at Step 3 of the Grievance Procedure herein and if necessary shall proceed in the same manner as a grievance of an employee to

arbitration. However it is expressly understood that the provisions of this clause may not be used by the Union to institute a complaint or grievance directly affecting an employee which such employee could herself institute and the regular Grievance Procedure shall not be thereby by-passed. Any grievance by the Hospital or the Union as provided in this clause shall be commenced within ten (10) days after the circumstances giving rise to the complaint have occurred.

**Article 10**  
**ARBITRATION**

10.01 When either party requests that any matter be submitted to Arbitration as hereinbefore provided, it shall make such request in writing addressed to the other party in this agreement and at the same time nominate an arbitrator. Within five (5) full working days thereafter the other party shall nominate an arbitrator provided, however, that **if** such party fails to nominate an arbitrator as herein required, the Ontario Labour Management Arbitration Commission shall have power to effect such appointment upon application thereto by the party invoking Arbitration Procedure. The two (2) arbitrators shall attempt to select by agreement a third person to be a member and Chairman of the Arbitration Board. If they are unable to agree upon such a Chairman within a period of three (3) full working days, they may then request the Ontario Labour

Management Arbitration Commission to assist them in selecting a Chairman provided that the Chairman shall be selected from other than the Civil Services and shall be chosen having regard to his impartiality, his qualifications in interpreting Collective Bargaining Agreements and his familiarity with industrial relations.

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

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

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

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

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

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

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

## **Article 11**

### **11.01 Probation**

A new employee will be considered on probation until she has completed 450 hours of work within any twelve (12)

calendar months. Upon completion of the probationary period she shall be credited with seniority equal to 450 worked hours. 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. Any extension agreed to will be in writing and will specify the length of the extension. The release or discharge of an employee during the probationary period shall not be the subject of a grievance or arbitration and is at the sole discretion of the Hospital.

#### **11.02 Temporary Employees**

Employees may be hired for a specific term, not to exceed six (6) months, to replace an employee on leave or to perform a special non-recurring task. This term may be extended a further six (6) months on mutual agreement of the Union, employee and Hospital. The period of employment of such persons will not exceed the absentee's leave. The release or discharge of such persons shall not be the subject of a grievance or arbitration.

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

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

#### **11.03 Discharge**

- (a) A claim by an employee with seniority that she has been unjustly discharged will be treated as a grievance if a written statement of such grievance is lodged with the Hospital at Step 2 of the Grievance Procedure within

five (5) days after the employee ceased to **work** for the Employer.

- (b) Where the discharge decision was made by a Department Director, such grievance will be lodged at Step 3 of the Grievance Procedure.
- (c) Such special grievance may be settled under the Grievance Procedure provided in the agreement by:
  - (i) confirming the Employer's action in dismissing the employee;
  - (ii) re-instating the employee with full compensation for the time lost, or;
  - (iii) by any other arrangements which may be deemed just in the opinion of the conferring parties or the Board of Arbitration, if arbitration is involved.

#### **Disciplinary Action**

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 thirty-six (36) months prior to the date of the matters under current consideration, provided the employee's record has been discipline free for such thirty-six (36) month period.

### **Article 12 JOB SECURITY**

#### **12.01 Seniority**

- (a) An employee will be considered on probation and will not acquire seniority until after she has completed the probationary period as defined in Clause 11.01, after which time the seniority shall commence from the date of hiring.



- (b) An employee whose status is changed from full-time to part-time shall receive credit for her full seniority. An employee whose status is changed from part-time to full-time shall receive credit for seniority on the basis of one (1) year of seniority for each 1950 hours worked.
- (c) The Employer shall supply the Union with an up-to-date seniority list in the months of January and July of each year of this agreement, such list to contain names of employees, job classification, Social Insurance Numbers and date of employment.

#### 12.02 Loss of Seniority

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

- (a) resigns
- (b) retires
- (c) is discharged and not reinstated through the grievance and arbitration procedures.
- (d) has been laid off for a period equivalent to his/her seniority at time of lay-off to a maximum of 24 months.
- (e) if an employee has been laid off and fails to return to work within seven (7) calendar days after the employee has been notified by the Hospital through registered mail addressed to his/her last address on the records of the Hospital.
- (f) is absent from scheduled work for a period of five (5) or more consecutive working days without notifying of such absence and providing a reason satisfactory to the Hospital.
- (g) employee is absent due to illness or disability which absence continues for 30 months.

- (h) fails to return to work upon the expiration of a leave of absence granted by the Hospital without permission in writing from the Hospital.

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

#### 12.03 **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.

#### 12.04 **No Contracting Out**

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 **or any reduction of hours** of any employees other than casual part-time employees results from such contracting out. Contracting out to an employer who is organized and who will employ the employees of the bargaining unit who would otherwise be laid off with similar terms and conditions of employment is not a breach of this agreement.

12.05 (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 commit-

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

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

#### Composition and Meetings

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

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

Each party shall appoint a co-chair for the Committee. Co-chairs shall chair alternate meetings of the Committee and will be jointly responsible for establishing the agenda of

the Committee meetings, preparing minutes and writing such correspondence as the Committee may direct.

#### Disclosure

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

#### Accountability

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

#### 12.06 (a) Notice of Lay-Off

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

- (i) provide the Union with no less than six (6) months' written notice of the proposed layoff or elimination of position; and
- (ii) provide to the affected employee(s), if any, no less than six (6) months' written notice of lay-off, or pay in lieu thereof.

Note: Where a proposed layoff results in the subsequent displacement of any member(s) of the bargaining unit, the original notice to the Union pro-

**vided in (i) above shall be considered notice to the Union of any subsequent layoff.**

(b) Employees

In the event of a lay-off of a permanent or long term nature, the hospital will provide affected employees with two (2) weeks' notice for each year of service to a maximum of twelve (12) weeks, provided the affected employee has more than twelve (12) months' service. Employees with less than twelve (12) months' service will be entitled to notice in accordance with the provisions of the Employment Standards Act. A copy of any notice of lay-off to an employee will be provided to the Union at the same time.

12.07 Severance and Retirement Options

(a) Severance Pay

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

(b) Retirement Allowance

Within thirty (30) days from the date of notice of lay-off, an employee who has received notice of lay-off of a permanent or long-term nature may retire provided that the employee is eligible to retire under the terms of the Hospitals of Ontario Pension Plan. An employee who chooses this option forfeits his/her right to notice and will receive severance pay on the basis of one (1) week's pay for each year of service with the Hospital to a maximum of twenty-six (26) weeks on the basis of the employee's normal weekly earnings. In addition, full-time

employees will receive a lump sum payment equal to \$1,000.00 for every year less than age 65, to a maximum of \$5,000.

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

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

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

#### 12.08 **Regional Staff Planning Committees**

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

12.09 **Layoff and Recall**

- (a) In the event of layoff, 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 layoff shall have the right to either:
  - (i) accept the layoff, 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 layoff can perform the duties of the lower or identical classification without training other than orientation. Such employee so displaced shall be laid off.

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

In the event that there are no employees with lesser seniority in lower or identical paying classifications as defined in this Article, a laid off employee will have the right to displace an employee with lesser seniority, who is the least senior employee in a classification where the straight time hourly rate at the level of service corresponding to that of the laid off employee is within 5% of the laid off employee's straight time hourly rate provided he can perform the duties without training other than orientation. Such employee so displaced shall be laid off.

- (c) An employee shall have opportunity of recall from a layoff 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 layoff or notice of layoff shall be given preference for temporary vacancies which are expected to exceed ten (10) working days. An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on layoff.
- (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 layoff commenced on the day immediately following a paid holiday, an employee otherwise qualified for holiday pay shall not be disentitled thereto solely because of the day on which the layoff commenced.
- (k) A laid off employee shall retain the rights of recall for a period of twenty-four (24) months from the date of layoff.

#### **12.10 Benefits on Layoff**

In the event of a layoff 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 layoff occurs or until the laid off employee is employed elsewhere, whichever occurs first.

#### **12.11 Technological Change**

- 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.
- 02 Where the Hospital has decided to introduce a technological change, the Hospital undertakes to meet with

the Union to consider the minimizing of adverse effect on the status of an employee (if any) upon the employees concerned.

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

- 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 VDTs and every twelve months thereafter. The eye examinations shall be paid for by the Hospital where not covered by OHIP.
- 07 Employees who work continuously at a VDT screen will be allowed to perform other tasks away from the VDT screen for ten (10) minutes for every sixty (60) minutes worked.
- 0X The employer shall not use a VDT to monitor the productivity or performance of an operator on an individual basis, without the knowledge of the employee.

#### **12.12 Disabled Employees**

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

### **Article 13 BULLETIN BOARDS**

13.01 The Employer agrees to supply bulletin boards in strategic locations for the purpose of posting Union notices pertaining to meetings, conventions and other Union activities. Union notices are to be posted at least seven (7) days prior to the date of the meeting providing the Hospital receives such notices fourteen (14) days prior to such meetings. It is agreed that the bulletin boards shall be locked and the keys shall be in the possession of either the Chief Steward or a designated representative of the Hospital.

**Article 14**  
**HOURS OF WORK**

14.01 The regular shift shall not normally exceed seven and one-half (7.1/2) hours exclusive of meal time for each employee although it is understood that 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 for any period whatsoever nor as a guarantee of working schedules.

14.02 The normal hours of work presently in effect shall remain in effect for the term of this Agreement. It is understood normal hours include those required to accommodate the change from Daylight Saving Time to Standard Time and vice versa to which the other provisions of the Articles dealing with Hours of Work and overtime do not apply. It is further understood that the amount of regular pay for a full normal shift worked shall not be affected by reason of the change in the number of normal hours worked in consequence of such change from Daylight Saving Time to Standard Time and vice versa. The provisions of this Article are intended only to provide a basis of calculating time worked and shall not constitute a guarantee of hours of work per shift or per week or for any other period whatsoever nor a guarantee of working schedules.

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

The Employer may allow an exchange of shifts at the request of two (2) employees provided that its approval is obtained in advance and that no additional cost to the Employer results from such exchange of shifts.

14.04 Shifts are defined by starting times as follows:

Days	0600 hours
Evenings	1400 hours
Nights	2200 hours

Any shift commencing between 0600 hours and 1400 hours will be classified as a day shift; any shift commencing between 1400 hours and 2200 hours will be classified as evening shift; and any shift commencing between 2200 hours and 0600 hours will be classified as night shift.

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

**14.06 Rest Periods**

Part-time employees shall be entitled to a paid rest period of fifteen (15) minutes each three and one-half (3.1/2) hours of work during their shift.

**Article 15  
JOB POSTING**

15.01 Where a permanent vacancy occurs in a classification within the bargaining unit or a new position within the bargaining unit is established by the Hospital, such vacancy shall be posted by the Hospital for a period of five days excluding Saturday, Sunday and holidays. The posting shall stipulate the qualifications, classification, rate of pay, department and shift and a copy shall be provided to the Chief Steward. All applications are to be made in writing within the posting period.

15.02 Vacancies created by the filling of a posted vacancy need not be posted, however consideration for such subsequent vacancies will be given to employees in this bargaining unit who have a request for transfer on file. Such requests will be considered as applications for posted vacan-

cies as well as subsequent vacancies. The maximum number of positions to which an employee may request a transfer at any one time is four (4). Requests for transfer shall become active upon receipt and must be renewed during the month of January of each year to remain so.

15.03 Employees shall be selected for positions under either Article .01 or .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. Copies of all such notices will be sent to the Union.

15.04 Where there are no successful applicants from within this bargaining unit for positions referred to in Article .01 and .02, employees in other SHEU Clerical bargaining units at the Hospital will be considered for such positions prior to considering persons not employed by the Hospital. The employees eligible for consideration shall be limited to those employees who have applied for the position in accordance with Article .01 and .02, and selection shall be made in accordance with Article .03 above.

15.05 Vacancies which are not expected to exceed six months will not be posted and may be filled at the discretion of the Hospital. In filling such vacancies consideration shall be given to part-time employees in SHEU Clerical bargaining units who have recorded their interest in accordance with .02 above, prior to considering persons not employed by the Hospital. In considering such part-time employees the criteria for selection in .03 shall apply. Part-time employees selected to fill a vacancy under this Article will continue to maintain their part-time status and upon completion of the assignment the employee will return to her former position.

15.06 The Hospital shall have the right to fill any vacancy on an interim basis until the posting procedure or the Request for Transfer procedure provided herein has been complied with, and the 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.

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

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

**15.09 Credit for Experience**

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

Any such credit for experience claim shall be accompanied by verification of previously related experience. The employee shall be slotted in the step of wage progression consistent with such previous experience effective from date

of hire/or transfer. This procedure will be explained to each new employee during the interview process.

**Article 16**  
**OVERTIME/CALLBACK/MEAL ALLOWANCE/  
STANDBY PAY**

**16.01 Overtime**

Employees shall be entitled to payment of time and one-half (1.1/2) the employee's basic straight time hourly rate for all authorized overtime work in excess of seven and one-half (7.1/2) hours in a tour of duty or in excess of the average full-time hours of work over the period scheduled by the Hospital. Such period for this purpose shall not exceed two (2) weeks.

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

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

Overtime premium will not be duplicated nor pyramided nor shall other premiums be duplicated nor pyramided nor shall the same hours worked be counted as part of the normal work week and also as hours for which the overtime premium is paid.

**16.02 Overtime Pay on Statutory Holidays**

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-and-one-half (2-1/2) times his/her regular straight time hourly rate for such additional authorized overtime.



#### 16.03 Meal Allowance

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

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

#### 16.04 Standby Pay

An employee who is required to remain available for duty on standby, outside the normal working hours for that particular employee, shall receive standby pay in the amount of \$2.10 per hour for all hours on standby. Standby pay shall cease where the employee is called in to work and works during the period of standby.

#### 16.05 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, 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 17 SHIFT PREMIUM**

17.01 Employees who are required to work an afternoon or night shift shall be paid forty-five (45) cents per hour for each full and completed afternoon or night shift. Shift

premiums will not be paid for any hours in which an employee received overtime premium and shift premium will not form part of the employee's straight time hourly rate.

**17.02 Weekend Premium**

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  
WAGES**

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

18.02 (a) For the purpose of calculating any benefit or money payment under this agreement to which an employee is entitled, the regular straight time rate of pay is that prescribed in wage Schedule 'A' of this agreement.

(b) The scale of wages as set out in Schedule 'A' will reflect the hourly rate. The formula for calculating the hourly rate is:

$$\frac{\text{Monthly Rate} \times 12 \text{ months}}{1950 \text{ Hours}}$$

**18.03 Part-Time Wage Progression**

Part-Time employees will accumulate seniority on the basis of one (1) year's seniority for each 1725 hours worked

in the bargaining unit as of the last date of hire, except as otherwise provided herein.

Notwithstanding the above, employees hired prior to April 23, 1987 will be credited with the seniority they held under the agreement expiring September 30th, 1986 and will thereafter accumulate seniority in accordance with this Article.

18.04 (a) Employer will pay retroactivity on a separate cheque providing a detailed calculation.

(b) Retroactivity will be paid for all hours paid by the Employer to all employees on the payroll as of October 11, 1991 and to all new employees hired since that date. Retroactivity will be paid within two paid periods (bi-weekly) of the Employer being notified of ratification/arbitration award.

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

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

#### 18.05 Pay Days

(i) The employee will be paid on a bi-weekly basis every second Thursday. If the Thursday is a Statutory Holiday, then the bi-weekly pay is to be paid on the Wednesday prior to the Thursday. The pay will be computed up to and including the previous Sunday. The purpose of this delay is to enable the

Employer to compute the pay, prepare the cheques and designate the deductions. All deductions will be shown on the pay stub.

- (ii) The parties agree the pay period and the pay day may be changed during this agreement if the parties agree.

#### **18.06 Temporary Transfer Pay**

- (a) 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 (1/2) of a shift, she shall be paid the rate immediately above her current rate in the higher classification to which she was assigned from the commencement of the shift on which she was assigned the job.
- (b) When an Employer temporarily assigns an employee to carry out the assigned responsibilities of a higher paying classification outside the bargaining unit for a period in excess of one-half (1/2) of one shift, the employee shall receive an allowance of three dollars (\$3.00) for each shift from the time of the assignment.

#### **18.07 New Classifications**

When a new classification (which is covered by the terms of this collective agreement) is established by the Hospital, or the Hospital makes a substantial change in the job content of an existing classification which in reality caused such classification to become a new classification, the Hospital shall determine the rate of pay for such new or changed classification and notify the local union of same within seven (7) days. If the local union challenges the rate, it shall have the right to request a meeting with the Hospital to endeavour to negotiate a mutually satisfactory rate. Such request will be made within ten (10) days after the receipt of notice from the Hospital of such new occupational classifica-

tion and rate. Any change mutually agreed to resulting from such meeting shall be retroactive to the date that notice of the rate was given by the Hospital. If the parties are unable to agree, the dispute concerning the new rate may be submitted to arbitration as provided in the agreement within fifteen (15) days of such meeting. The decision of the Board of Arbitration shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit, having regard to the requirements of such classification, and shall be retroactive to the date that notice of the new rate was given by the Hospital.

**Article 19**  
**Part-time Vacation Pay**

19.01 A part-time employee who has completed less than 5175 hours of continuous service as of the anniversary date of hire shall receive 4% of gross earnings.

19.02 A Part-Time employee who has completed 5175 hours but less than 13,800 hours of continuous service as of the anniversary date of hire shall receive 6% of gross earnings.

Effective in the vacation year where the date for determining vacation entitlement falls on or after October 1st 1990 the service requirement for 6% of earnings shall be 3450 hours of continuous service.

19.03 A Part-Time employee who has completed 13,800 hours hut less than 25,875 hours of continuous service as of the anniversary date of hire shall receive 8% of gross earnings. Effective in the vacation year where the date for determining vacation entitlement falls on or after October 1st 1990 the service requirement for 8% of earnings shall be 10,350 hours of continuous service.

Effective in the vacation year where the date for determining vacation entitlement falls on or after October 1st 1991

the service requirement for 8% of earnings shall be 8,625 hours of continuous service.

19.04 A Part-Time employee who has completed 25,875 hours but less than 43,125 hours of continuous service as of the anniversary date of hire shall receive 10% of gross earnings.

19.05 A Part-time employee who has completed 43,125 hours of continuous service or more as of the anniversary date of hire shall received 12% of gross earnings.

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

19.07 An employee is entitled to two (2) weeks' leave without pay for vacation purposes annually.

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

#### **Article 20 Bereavement Leave**

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

**Article 21**  
**Pregnancy Leave**

**Pregnancy Leave**

- (a) Pregnancy Leave will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision. The Service requirement for eligibility for pregnancy leave shall be thirteen (13) weeks of continuous service.
- (b) The employee shall give written notification at least two (2) weeks in advance of the date of commencement of such leave and the expected date of return. At such time she shall also furnish the Hospital with the certificate of a legally qualified medical practitioner stating the expected birth date.
- (c) The employee shall reconfirm her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Hospital at least two (2) weeks in advance thereof.
- (d) Effective on confirmation by the Unemployment Insurance Commission of the appropriateness of the Hospital's Supplemental Unemployment Benefit (SUB) Plan, an employee who is on pregnancy leave as provided under this agreement who has applied for and is in receipt of Unemployment Insurance pregnancy benefits pursuant to Section 18 of the Unemployment Insurance Act, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between seventy-five percent (75%) of her regular weekly earnings and the sum of her weekly Unemployment Insurance benefits and any other earnings. Such payment shall commence following completion of the two-week Unemployment Insurance waiting period, and receipt by the Hospital of the employee's Unemployment Insurance cheque stub as proof that she is in re-

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

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

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

## **ARTICLE 22 PARENTAL LEAVE**

### **Parental Leave**

- (a) Parental leaves will be granted in accordance with the



provisions of the Employment Standards Act, except where amended in this provision. The service requirement for eligibility for parental leave shall be thirteen weeks of continuous service.

- (b) An employee, who qualified for parental leave, other than an adoptive parent, shall give written notification at least two (2) weeks in advance of the date of commencement of such leave and the expected date of return.
- (c) An employee who is an adoptive parent shall advise the Hospital as far in advance as possible of having qualified to adopt a child, and shall request the leave of absence, in writing, upon receipt of confirmation of the pending adoption. If, because of late receipt of confirmation of the pending adoption, the employee finds it impossible to request the leave of absence in writing, the request may be made verbally and subsequently verified in writing.

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

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

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

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

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

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

**Article 23**  
**LEAVE OF ABSENCE WITH PAY**

**23.01 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:

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

23.02 In addition to the foregoing, where an employee is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the employee's duties at the Hospital on a day on which she has not been scheduled to work, she shall be paid for all hours actually spent at such hearing at her regular straight time hourly rate subject to the overtime provisions of the Collective Agreement and subject to (i), (ii) and (iii) in Clause 22.01

### 23.03 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 Employer shall pay the full costs associated with the courses.

and

- (b) The employee shall be entitled to leave of absence without loss of regular earnings and without loss of seniority and benefits to attend the course and write the examinations.

## **Article 24 LEAVE OF ABSENCE WITHOUT PAY**

### 24.01 Union Business

The Hospital agrees to grant a leave of absence without pay, to employees attending Union conventions, seminars or other legitimate Union business provided such leave does not interfere with the efficient operation of the Hospital. Such leave shall be subject to the following conditions:

- (i) A request must be made in writing at least twenty-one (21) days prior to the commencement of the leave.
- (ii) The Hospital may grant leave of absence without pay for attendance at Union conferences and conventions for not more than two (2) employees for any one period and not more than (1) employee from the same job classification, not more than two (2) employees from the same department, excepting the Nursing Department where only one(1) employee from the same nursing unit. Additionally,

leave of absence may be granted provided that at least six (6) weeks' notice in writing (which states the purpose and term of the leave) is given to the Hospital and provided that such leave of absence does not interfere with the efficient operation of the Hospital.

- (iii) In addition to the leave of absence set out above, members of the Union Executive Board and/or Council employed by the Hospital will be entitled to an additional cumulative leave of absence, without pay, not to exceed ten (10) days per contract year, subject to the conditions set out above, for the purpose of attending Executive and/or Council meetings.

#### 24.02 **Personal Leave**

- (a) The Employer may grant leave of absence without pay to any employee for legitimate personal reasons, including vacation, illness and accident, upon written application by the employee. Such leave shall be confirmed in writing by the Hospital and shall specify the date on which the employee is required to return to work.
- (b) If the employee returns to work on or before the date specified on her leave, her seniority shall be reinstated immediately; should she fail to return as scheduled she shall be deemed to have resigned unless excused by the Hospital.
- (c) It is understood that while an employee is on leave of absence she shall not engage in gainful employment and that if she does engage in such gainful employment she shall forfeit all seniority rights under this agreement.
- (d) The employee may not use the leave of absence for any purpose other than for which it was granted; should she do so she shall be deemed to have resigned.

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

24.03 During an unpaid leave of absence exceeding thirty (30) continuous calendar days, those employees who are currently in receipt of EHC benefits will become responsible for full payment of such subsidized benefits for the period of absence, except the Hospital will continue to pay its share of the premiums for up to eighteen (18) months while an employee is in receipt of W.C.B. benefits. Effective March 26, 1990, the Hospital will continue, where applicable to pay its share of the EHC premiums for the initial seventeen (17) weeks from the commencement of a maternity leave of absence for employees currently receiving EHC.

**Article 25**  
**UNIFORMS**

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

**Article 26**  
**ACCIDENT PREVENTION - HEALTH AND**  
**SAFETY COMMITTEE**

26.01 The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the Hospital in order to prevent accidents, injury and illness.

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

26.03 Such Committee shall identify potential dangers and hazards, institute means of improving health and safety programs and recommend actions to be taken to improve conditions related to health and safety.

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

26.05 Meetings shall be held every second month or more frequently at the call of the Chair if required. The Committee shall maintain minutes of all meetings and make the same available for review.

26.06 Any representative appointed or selected in accordance with Clause 26.02 hereof shall serve for a term of one (1) calendar year from the date of appointment which may be renewed for further periods of one (1) year. Time off for such representative(s) to attend meetings of the Accident Prevention - Health and Safety Committee in accordance with the foregoing shall be granted and time so spent attending such meetings shall be deemed to be work time for which the representative(s) shall be paid by the Hospital at his regular or premium rate as may be applicable.

26.07 The Union agrees to endeavour to obtain the full cooperation of its membership in the observation of all safety rules and practices.

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

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

26.10 The Hospital agrees to provide the employee with a

copy of the Workers' Compensation Board Form 7 at the time it is sent to the Board.

**Article 27  
BENEFITS**

27.01 A part-time employee shall receive in lieu of all fringe benefits being those benefits to an employee, paid in whole or part by the Hospital, as part of direct compensation or otherwise, including holiday pay, save and except salary, vacation pay, standby pay, call-back pay, reporting pay, responsibility allowance, jury and witness duty, bereavement pay) an amount equal to 14% of his/her regular straight time hourly rate for all straight time hours paid.

It is agreed employees currently receiving OHIP and E.H.C. will continue to do so.

27.02 Employees who take early retirement shall have the option of maintaining their health and welfare benefits through the following hospitals group plans: Extended Health Care, including Vision Care and Hearing Allowance, Dental.

**Article 28  
PAID HOLIDAYS**

28.01 (a) If a part-time employee is required to work on any of the holidays listed in Article 27.01(b) the employee shall be paid at the rate of time-and- one-half (1.1/2) her regular straight time hourly rate for all hours worked on such holiday.

(b) The holidays for the purpose of 28.01(a) are as follows:

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





Thanksgiving Day      Christmas Day  
Boxing Day              \*Anniversary Day

\*Refers to actual anniversary of the employee's date of hire.

## **Article 29 GENERAL PROVISIONS**

### Non-Discrimination

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

## **ARTICLE 30 PERFORMANCE APPRAISALS**

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

## **Article 31 TERMINATION OF AGREEMENT**

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

31.02 Notwithstanding the foregoing provisions, in the event the parties to this Agreement agree to negotiate for

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

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


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

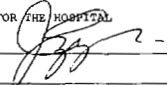
31.04 Except where otherwise provided, official communications in the form of correspondence between the Employer and the Union shall be given by prepaid Registered Mail as follows:

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

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

DATED AT TORONTO THIS 7th DAY OF September  
1997

FOR THE UNION  
  
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\_\_\_\_\_  
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
FOR THE HOSPITAL  
  
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**APPENDIX 'C'**

The following formula is agreed on to provide seniority and progression for wage and vacation purposes.

Development of Seniority List (Layoff, Recall and Competitive).

- each part-time person will be given 85 hours credit for each month **up** to and including March 1990,
- effective the month following the signing, seniority will accrue based on actual hours worked.
- the Union will be given a Seniority List in the month following signing and each January and July thereafter.

FOR THE UNION  
  
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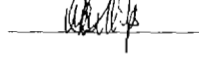
FOR THE HOSPITAL  
  
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SEPT 7 1997  
DATE

LETTER OF UNDERSTANDING

It is understood and agreed that employees working on the night shift who are instructed by the Hospital that they cannot leave their work station during their shift are to be paid 1.1/2 times their regular straight time rate of pay for their meal breaks.

FOR THE UNION




FOR THE HOSPITAL

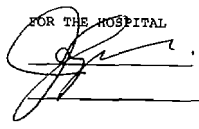


Sept 7, 1997  
DATE

**LETTER OF UNDERSTANDING**

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

FOR THE UNION  
  
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FOR THE HOSPITAL  
  
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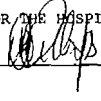
Sept. 7, 1997  
DATE

MEMORANDUM OF UNDERSTANDING

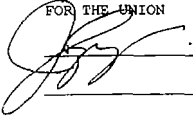
EXTENDED TOURS

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

FOR THE HOSPITAL

  
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FOR THE UNION

  
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Sept. 7, 1997  
DATE

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

JOB TITLE / POSITION	SALARY CODE	EFFECTIVE DATE	STEP 1	STEP 2	STEP 3	STEP 4
Accounts Payable Clerk	CL05	10 Apr 95	14.296	14.715	15.144	15.56
		01 Apr 96	14.439	14.861	15.294	15.726
Admitting Clerk	PC15	01 Oct 93	14.067	14.462	14.870	15.293
		01 Apr 96	14.208	14.607	15.019	15.446
Appointments Clerk	CL05	01 Oct 93	14.296	14.715	15.144	15.56
		01 Apr 96	14.439	14.861	15.294	15.726
Capital Equipment Clerk	CL05	01 Oct 93	14.296	14.715	15.144	15.56
		01 Apr 96	14.439	14.861	15.294	15.726
Clerk Cashier	PC04	01 Oct 93	14.036	14.426	14.827	15.234
		01 Apr 96	14.175	14.571	14.975	15.386
Clerk Messenger	PC01	01 Oct 93	12.751	13.121	13.498	13.888
		01 Apr 96	12.878	13.252	13.633	14.027
Clerk Receptionist	PC06	01 Oct 93	13.965	14.335	14.728	15.119
		01 Apr 96	14.105	14.478	14.875	15.270
Clerk Typist	PC09	01 Oct 93	13.923	14.310	14.699	15.104
		01 Apr 96	14.062	14.453	14.846	15.255



JOB TITLE / POSITION	SALARY CODE	EFFECTIVE DATE	STEP 1	STEP 2	STEP 3	STEP 4
Department Clerk	CL05	01 Oct 93	14.296	14.715	15.144	15.56:
		01 Apr 96	14.439	14.861	15.294	15.726
Department Clerk (Nursing)	PC17	01 Oct 93	14.459	14.878	15.307	15.734
		01 Apr 96	14.604	15.027	15.460	15.891
Forms Design Clerk	CL05	01 Oct 93	14.296	14.715	15.144	15.56
		01 Apr 96	14.439	14.861	15.294	15.726
Health Records Technician	CL06	01 Oct 93	14.607	15.037	15.464	15.894
		01 Apr 96	14.753	15.187	15.619	16.053
Hostel Receptionist	PC13	01 Oct 93	13.892	14.288	14.696	15.119
		01 Apr 96	14.031	14.431	14.843	15.270
Insurance Clerk	PC11	01 Oct 93	14.036	14.427	14.827	15.234
		01 Apr 96	14.176	14.571	14.975	15.386
Intermediate Clerk	PC07	01 Oct 93	14.053	14.439	14.82:	15.234
		01 Apr 96	14.194	14.583	14.978	15.386
Junior Clerk	PC02	01 Oct 93	12.751	13.121	13.498	13.888
		01 Apr 96	12.879	13.252	13.633	14.027
Junior Clerk Typist	PC03	01 Oct 93	13.982	14.351	14.729	15.119
		01 Apr 96	14.122	14.495	14.876	15.270

JOB TITLE / POSITION	SALARY CODE	EFFECTIVE DATE	STEP 1	STEP 2	STEP 3	STEP 4
Medical Transcriptionist	CL5A	01 Oct 93	14.438	14.863	15.294	15.720
		01 Apr 96	14.582	15.012	15.447	15.877
Medical Stenographer	CL05	01 Oct 93	14.296	14.715	15.144	15.56:
		01 Apr 96	14.439	14.862	15.295	15.726
Office Assistant	CL06	01 Apr 96	14.607	15.037	15.464	15.894
		01 Apr 96	14.753	15.187	15.619	16.053
Order Processing Clerk	PC17	18 Oct 93	14.459	14.878	15.307	15.734
		01 Apr 96	14.604	15.027	15.460	15.891
O.R. Booking Clerk	PC14	01 Oct 93	14.067	14.462	14.870	15.293
		01 Apr 96	14.208	14.607	15.019	15.446
O.R. Booking Clerk 2	CL06	01 Oct 93	14.607	15.037	15.464	15.894
		01 Apr 96	14.753	15.187	15.619	16.053
Patient Admin. Associate	CL07	01 Feb 96	14.929	15.357	15.785	16.214
		01 Apr 96	15.078	15.511	15.943	16.376
Payroll Clerk	CL05	01 Oct 93	14.296	14.715	15.144	15.56:
		01 Apr 96	14.439	14.862	15.295	15.726
Porter Escort	CL02	01 Oct 93	12.735	13.105	13.497	13.888
		01 Apr 96	12.862	13.236	13.632	14.027

JOB TITLE/ POSITION	SALARY CODE	EFFECTIVE DATE	STEP 1	STEP2	STEP 3	STEP 4
Public Information Assistant	CL04	01 Oct 93	13.593	13.989	14.396	14.821
		01 Apr 96	13.729	14.129	14.540	14.969
Receptionist (SCIL)	PC16	01 Oct 93	14.025	14.421	14.829	15.252
		01 Apr 96	14.165	14.565	14.977	15.405
Records Clerk	PC05	01 Oct 93	13.965	14.335	14.728	15.119
		01 Apr 96	14.105	14.478	14.875	15.270
Secretary to Head of Service	CL07	01 Oct 93	14.929	15.357	15.785	16.214
		01 Apr 96	15.078	15.511	15.943	16.376
Secretary to Medical Staff	CL06	01 Oct 93	14.607	15.037	15.464	15.894
		01 Apr 96	14.753	15.187	15.619	16.053
Secretary to Medical Staff (COST SHARED ONLY)	PC18	01 Oct 93	14.712	15.144	15.56	16.000
		01 Apr 96	14.859	15.295	15.726	16.160
Secretary Stenographer	CL05	01 Oct 93	14.296	14.715	15.144	15.56
		01 Apr 96	14.439	14.862	15.295	15.726
Secretary Stenographer 2	CL06	01 Oct 93	14.607	15.037	15.464	15.894
		01 Apr 96	14.753	15.187	15.619	16.053
Section Leader	CL07	01 Oct 93	14.929	15.357	15.785	16.214
		01 Apr 96	15.078	15.511	15.943	16.376

JOB TITLE / POSITION	SALARY CODE	EFFECTIVE				
		DATE	STEP 1	STEP 2	STEP 3	STEP 4
Senior Accounting Clerk	CL06	01 Oct 93	14.607	15.037	15.464	15.894
		01 Apr 96	14.753	15.187	15.619	16.053
Senior Accounts Payable Clerk 15.894	CL06	10 Apr 95	14.607	15.037	15.464	15.894
		01 Apr 96	14.753	15.187	15.619	16.053
Senior Administrative Clerk	CL06	01 Oct 93	14.607	15.037	15.464	15.894
		01 Apr 96	14.753	15.187	15.619	16.053
Senior Admitting Clerk	CL06	01 Oct 93	14.607	15.037	15.464	15.894
		01 Apr 96	14.753	15.187	15.619	16.053
Senior Billing Clerk	CL06	01 Oct 93	14.607	15.037	15.464	15.894
		01 Apr 96	14.753	15.187	15.619	16.053
Senior Clerk Cashier	CL05	01 Oct 93	14.296	14.715	15.144	15.561
		01 Apr 96	14.439	14.862	15.295	15.726
Senior Telephone Operator	CL04	01 Oct 93	13.593	13.989	14.396	14.821
		01 Apr 96	13.729	14.129	14.540	14.969
Telephone Operator	PC08	01 Oct 93	14.053	14.439	14.821	15.234
		01 Apr 96	14.194	14.583	14.978	15.386

JOB TITLE / POSITION	SALARY CODE	EFFECTIVE DATE	STEP 1	STEP 2	STEP 3	STEP 4
Terminal Operator	PC10	01 Oct 93	13.904	14.294	14.693	15.102
		01 Apr 96	14.043	14.437	14.840	15.253
Unit Clerk	PC12	01 Oct 93	14.036	14.427	14.827	15.234
		01 Apr 96	14.176	14.571	14.975	15.386





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

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



JOB TITLE / POSITION	SALARY CODE	EFFECTIVE DATE	EFFECTIVE			
			STEP 1	STEP 2	STEP 3	STEP 4
Department Clerk (Nursing) (Acting Supervisor)	SC17	01 Oct 93	15.392	15.811	16.240	16.667
		01 Apr 96	15.537	15.960	16.393	16.824
Forms Design Clerk (Acting Supervisor)	SL05	01 Oct 93	15.229	15.648	16.077	16.503
		01 Apr 96	15.372	15.795	16.228	16.659
Health Records Technician (Acting Supervisor)	SL06	01 Oct 93	15.540	15.970	16.397	16.827
		01 Apr 96	15.686	16.120	16.552	16.986
Hostel Receptionist (Acting Supervisor)	SC13	01 Oct 93	14.825	15.221	15.629	16.052
		01 Apr 96	14.964	15.364	15.776	16.203
Insurance Clerk (Acting Supervisor)	SC11	01 Oct 93	14.969	15.360	15.760	16.167
		01 Apr 96	15.109	15.504	15.908	16.319
Intermediate Clerk (Acting Supervisor)	SC07	01 Oct 93	14.986	15.372	15.763	16.167
		01 Apr 96	15.127	15.516	15.911	16.319
Junior Clerk (Acting Supervisor)	SC02	01 Oct 93	13.684	14.054	14.431	14.821
		01 Apr 96	13.812	14.185	14.566	14.960
Junior Clerk Typist (Acting Supervisor)	SC03	01 Oct 93	14.915	15.284	15.662	16.052
		01 Apr 96	15.055	15.428	15.809	16.203

1996

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

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

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

