

Collective Agreement

between

Toronto Western Hospital

and

The Canadian Union of Public Employees  
Local 1744  
Part-time service

Begins:  
09/28/1991

Terminates:  
09/28/1993

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## ARTICLE 1 - PURPOSE

1.01 The purpose of this Agreement is to give recognition to the fact the Union is the lawful bargaining agent for employees within the confines of the Certificate issued by the Ontario Labour Relations Board and Article 2 hereof, to set forth wages, hours of work, specified working conditions and benefits, to provide an orderly means whereby employees shall be permitted to seek redress for complaints and grievances they may have under the terms of this Agreement, and to maintain the existing harmonious relations and settled conditions between the Hospital and the Union.

It is recognized that the employees wish to work efficiently together with the Hospital to secure the best possible care and health protection for patients.

Whereas, Toronto General Hospital and Toronto Western Hospital were amalgamated creating the Toronto Hospital, the parties agree, and it is hereby understood that this Collective Agreement applies only to the pre-existing Toronto Western Hospital site.

### 1.02 Recognition of Bargaining Unit

The Hospital **recognizes** the Union as the sole collective bargaining agent of all employees of Toronto Western Hospital at 399 Bathurst Street, in the city of Toronto who are regularly employed for not more than twenty-four (24) hours per week and students employed during the school vacation periods, save and except professional staff, medical staff, graduate nursing staff, undergrad nurses, paramedical personnel, office and clerical staff, supervisors, foreman and assistant chief engineer, and persons above the rank of supervisors.

For **Clarity**, the term paramedical employee includes; such classifications as occupational therapists, speech therapists, speech pathologists, physiotherapists, therapeutic and administrative dietitians, registered and non-registered pathological technologists, radiological technologists (radiography), radiological technologists (nuclear medicine), registered and non-registered respiratory technologists, registered and non-registered EEF, ECG and ophthalmology technicians, registered and non-registered ultrasound technologists, glaucoma technicians, ear, nose, and throat technicians, cardiovascular technicians, electroencephalographer, electrical shock therapists, laboratory technicians, laboratory assistants, electronic technicians, psychometrists, pharmacists, pharmacy technicians, psychologists, remedial gymnasts, medical records librarians, social workers, childcare workers, nutritionists, dental health educators, and biomedical technicians. The Board notes the agreement of the parties that "*Paramedical Personnel*" also includes psychometry technicians, chiropodists, parental instructors, audiologists, research assistants, dental assistants, perfusionists,

clinical instructors, medical photographers, technical assistants, ~~entrostomol~~ therapists, respiratory therapists, hyperbaric controller, hyperbaric attendants and health records administrators.

It is agreed that the above clarification will not result in displacing any employees presently considered by the parties to be in the bargaining unit.

1.03 **Feminine/Masculine Pronouns**

Wherever the feminine pronoun is used in this Agreement, it includes the masculine pronoun and vice versa where the context so requires.

1.04 **Temporary Employees**

- (a) Employees may be hired for a specific term not to exceed ~~six (6)~~ months, to replace an employee who will be on approved leave of absence, absence due to W.C.B. disability, sick leave, long term disability 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.
- (b) This clause would not preclude such employees from using the job posting provision under Collective Agreement and any successful applicant who has completed his probationary period will be credited with the appropriate seniority.
- (c) The Hospital will outline to employees selected to fill such temporary vacancies and to the Union, the circumstances giving rise to the vacancy, and the special conditions relating to such employment.

1.05 **Retirees**

The Hospital will retire employees at age 65 except that the Hospital may in its discretion reemploy retired employees on an indefinite temporary basis and such temporary employees shall be entitled to receive in lieu of all fringe benefits (being those benefits to an employee, paid in whole or in 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, and bereavement pay) an amount equal to 14% of his/her regular straight time hourly rate for all straight time hours paid. Notwithstanding Appendix "B" such employment may be continued for periods up to six (6) months and termination of such temporary employment shall be at

the sole discretion of the Hospital and such dismissal shall not give rise to a difference between the parties or be the subject of a grievance where such termination occurs at the end of any six (6) month period.

## **ARTICLE 2 - RELATIONSHIP**

### **No Discrimination**

- 2.01 The Hospital and Union agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practised by either of them or their representatives or members, because of an employee's membership or non-membership in a Union or because of his activity or lack of activity in the Union.
- 2.02 The parties further 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, place of origin, sexual orientation, handicap or any other factor which is not pertinent to the employment relationship.

## **ARTICLE 3 - MANAGEMENT RIGHTS**

- 3.01 Except where specifically abridged by the terms of this Agreement, the Management of the Hospital's operations and the selection and direction of employees shall be vested exclusively with the Hospital.
- 3.02 The Hospital may, at its discretion, make and enforce rules and regulations governing the conduct of employees in connection with their employment. No rule or regulation shall be inconsistent with the terms of this Agreement. Posted rules which pertain to the conduct and work of employees will be forwarded to the Union.
- 3.03 The Hospital will not exercise its right in a manner inconsistent with any of the provisions of this Agreement.

## **ARTICLE 4 - UNION SECURITY**

- 4.01 The Hospital shall deduct on the regular monthly deduction date from each employee in the bargaining unit, subject to the provisions of paragraph 3 hereof, a sum equal to Union dues and in the case of new employees hired after the date of this agreement a sum equal to the Union membership fee.

4.02 Union dues shall be forwarded to the National Secretary-Treasurer not later than the end of the same month, accompanied by a list of employees from whom the deduction was made, showing the names, departments, amount of the dues for each individual and the month the deduction applies, with a copy to the local union. When the Hospital has been advised of the change of the name of any employee, such change shall be indicated in the list of employees.

This list shall include a total of all regular wages paid to all bargaining unit employees who have union dues deducted at any time during the current or previous pay periods, exclusive of overtime, premiums and benefits costs, where such information is available or becomes readily available through the Hospital's Payroll system.

4.03 Such deductions with respect to new employees or employees who, on the date of signing of this Agreement have not completed the probationary period, shall become effective upon the first regular deduction date following the first thirty (30) calendar days after the employee's last date of commencing employment.

4.04 The Union shall indemnify and keep the Hospital harmless with respect to any monies deducted in accordance with this article.

4.05 T-4 Slips

The Hospital will provide each employee with a T-4 supplementary slip showing the dues deducted in the previous year for income tax purposes where such information is available through the Hospital's payroll system.

4.06 Notification To Union

.01 The Hospital will provide the Union with a list monthly of all hiring, lay-offs, recalls, terminations, retirements and retirees re-employed within the bargaining unit where such information is available or becomes readily available through the Hospital's payroll system.

.02 The Hospital will forward to the Union monthly, a list of all hours worked by all regular part-time and casual part-time employees covered by the scope of this agreement.

.03 The Hospital will provide the Union with a list of last known addresses for employees covered by the full-time and part-time service bargaining units as at April 1st of each calendar year, unless an employee notifies the Hospital in writing that he/she does not wish to have his/her address given to the Union. The Union agrees that such addresses will not be disseminated to any other individuals, groups, institutions or

organizations. Further, the Hospital cannot be held responsible for any errors or omissions.

**4.07 Employee Interview**

A new employee will have the opportunity to meet with a representative of the Union in the employ of the Hospital for a period of up to 15 minutes during the employee's orientation period without loss of regular earnings. The purpose of the meeting will be to acquaint the employee with such representatives of the Union and the Collective Agreement. The Union will be advised of the time and place of such orientation.

Such meetings may be arranged collectively or individually for employees by the Hospital as part of the orientation program.

**4.08 Strikes and Lockouts**

The Union agrees there shall be no strikes and the Hospital agrees there shall be no lockouts so long as this Agreement continues to operate. The terms "strike" and "lockout" shall bear the meaning given them in the Ontario Labour Relations Act

**ARTICLE 5 - UNION REPRESENTATION AND COMMITTEES**

**5.01** For the purposes of this article, the following Departments shall be recognized:

- (a) Nursing
- (b) Housekeeping/Mail Room
- (c) Dietary

Nothing in this clause shall prevent the steward from another department or Union Executive member from acting in the absence of the regular steward.

- 5.02**
- (a) The Union shall have the right to appoint or otherwise select one (1) steward from each of Nursing, Housekeeping/Mail Room Departments and two (2) from the Dietary Department.
  - (b) The Union will supply the Hospital in writing with the names of its stewards or other employees who may be called in to deal with grievances, conduct negotiations or transact other business with the Hospital. The Hospital shall not recognize any employee as acting in an official capacity as a steward or other officer of the Union until such time as official notice is received in writing.



### 5.03 Negotiations Committee

The Hospital agrees to recognize a negotiating committee comprised of not more than **six (6)** hospital employee representatives of the Union for the **purpose** of negotiating a renewal collective agreement covering full-time and part-time service workers. One of these representatives will be from the **Detox Unit** and the remainder may be made up of full-time and part-time. The Hospital agrees to pay members of the negotiating committee for straight time wages lost **from their** regularly scheduled working hours spent in direct negotiations for **a renewal** agreement, up to, but not including, **arbitration**. **Nothing** in this provision is intended to preclude the Union negotiating committee from having the assistance of any representatives of the Canadian Union of Public Employees when negotiating with the Hospital.

When direct negotiations begin or end within ten **(10)** hours of a negotiating team member's scheduled **shift**, the Hospital will endeavour to provide a one **day's** leave of absence without **pay**, to provide a sufficient rest break, if the employee **so** requests. Such requests shall not be unreasonably denied. Such leave **shall** be considered leave of absence for Union Business, but **shall** not be deducted from the Union entitlement.

### 5.04 Grievance Committee

The Union shall further have the right to appoint or otherwise select a **grievance** committee comprised of not more **than** three (3) Hospital employee representatives of the Bargaining Unit. **This** may include **the** Chief Steward of Local 1744 if the Chief Steward is a Hospital employee but not a member of **this** **unit**.

5.05 Nothing in this Agreement shall be deemed to prevent an employee from acting in the dual capacity of a steward and committee member.

5.06 The Union recognizes that members of its committee and stewards have regular duties to perform **as** employees of the Hospital. Such employees **shall** not, therefore, leave their regular duties for the purpose of **conducting** any business on behalf of the Union regarding the Hospital or to investigate or discuss any grievance without first obtaining the permission of their Supervisor. **As** well, such employees must also notify the department head in which the Union business is to be conducted before proceeding with such matters.

The Hospital will not unreasonably withhold permission for such leave, interfere with the stewards' performance of their duties nor discriminate against them on that account. When returned to work, **an** employee who **has** been given time to conduct Union business or take up **a** grievance, will report to **his** Supervisor to

advise he has returned.

5.07 In consideration of employees observing the terms of Section 5.06, they will be paid for any time lost from work for attending meetings with representatives of the Hospital, exclusive of any arbitration proceedings.

5.08 Representation of Canadian Union

The Union shall have the right to have the assistance of a representative of the Canadian Union of Public Employees when dealing or negotiating with the Hospital. **With** prior approval of the Director of Human Resources **such** representative shall have access to the Hospital's premises in order to investigate and assist in the settlement of a grievance.

5.09 All correspondence between the parties relating to matters covered by this Agreement shall pass between the Director of Human Resources or designate and the Recording Secretary of Local 1744.

5.10 There will be no solicitation of employees by the Union, its representatives or members during the working hours of employees, except with the consent of the Hospital or as otherwise provided in this Agreement.

5.11 Labour Management Committee Meeting

Where the parties mutually agree that there are matters of mutual concern and interest that would be beneficial if discussed at a Labour Management Committee Meeting during the term of this Agreement, the following shall apply.

5.12 The Hospital will recognize a Labour Management Committee consisting of not more than two (2) employees, and the President of Local 1744, which will meet at mutually satisfactory times to discuss matters of mutual concern and interest **during** the term of **this** Agreement. A request for a meeting hereunder will be made in writing prior to the date proposed and accompanied by **an** agenda of matters proposed to be discussed, which shall not include matters that are properly the subject of grievance or negotiations for the amendment or renewal of this Agreement. It is agreed that the topic of rehabilitation program for **drug** and alcohol abuse is an appropriate topic for the Labour Management Committee. Any representative(s) attending such meetings during their regularly scheduled hours at work shall not lose regular earnings as a result of such attendance. By mutual agreement, such meetings can be held in conjunction with the Full-time unit.

5.13 The Union shall supply the Hospital with the names of those employees who have been elected Union Officers, Stewards, Chief Stewards, and Committee

Members, authorized to represent the Union and the Union will keep **such lists** up to date and the Hospital shall not be required **to** recognize representatives **unless so** notified.

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

5.15 **Union Central Bargaining Committee Leave**

In **future**, central bargaining between **the** Canadian Union of Public **Employees** and the participating hospitals, **an** employee serving on the Union's Central Negotiating Committee shall be paid for time lost **from his** normal straight **time** working hours at **his** regular rate of pay and without **loss** of leave credits for attending central negotiating meetings with the Hospital's Central Negotiating Committee in direct negotiations up to the point of arbitration. Upon reference to arbitration, the negotiating committee members shall receive unpaid time **off** for the purpose of attending arbitration hearings.

5.16 It is understood **and** agreed **that** the maximum number of Union Central Negotiating Committee members entitled to payment under this provision shall be seven **(7)**, and in no **case** will more **than** one (1) employee from a hospital **be** entitled to such payment.

5.17 The Union shall advise the Hospitals' Central Negotiating Committee, before negotiations commence, of those employees to be paid under **this** provision. The Hospitals' Central Negotiating Committee shall advise the seven **(7)** Hospitals accordingly.

**ARTICLE 6 - GRIEVANCE AND ARBITRATION PROCEDURE**

6.01 **For** the purpose of this Agreement, a grievance is defined **as** a difference **arising** between the parties relating to the interpretation, application, administration or alleged violation of the agreement including any question **as to** whether a matter **is** arbitrable.

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

6.03 It is the mutual desire of the parties hereto that complaints of employees shall be adjusted **as** quickly as possible, and it is understood that **an** employee **has** no

grievance until he has first given his immediate supervisor the opportunity of adjusting his complaint. Such complaint shall be discussed with his immediate supervisor within nine (9) calendar days after the circumstances giving rise to it have occurred or ought reasonably to have come to the attention of that employee and failing settlement within nine (9) calendar days, it shall then be taken up as a grievance within nine (9) calendar days following advice of his immediate supervisor's decision in the following manner and sequence:

**Step No. 1**

The employee may submit a written grievance signed by the employee to his immediate supervisor. The grievance shall identify the nature of the grievance and the remedy sought and should identify the provisions of the Agreement which are alleged to be violated. The immediate supervisor will deliver his decision in **writing** within nine (9) calendar days following the day on which the grievance was presented to him. Failing settlement then:

**Step No. 2**

Within nine (9) calendar days following the decision under Step No. 1 the employee may submit the written grievance to his Department Head who **will** deliver his decision in writing within nine (9) calendar days from the date **on** which the written grievance was presented to him. The parties may, if they **so** desire, meet to discuss the grievance at a time and place suitable to both parties. **This** step may be omitted where the employee's immediate supervisor and Department Head are the same person. **Failing** settlement then:

**Step No.3**

Within nine (9) calendar days following the decision in Step No. 2, the grievance may be submitted in writing to the Hospital Administrator or his designee. **A** meeting will then be held between the Hospital Administrator or his designee and the Grievance Committee within nine (9) calendar days of the submission of the Grievance at Step No. 3 unless extended by agreement of the parties. It is understood and agreed that a representative of the Canadian Union of Public Employees and the grievor may be present at the meeting. It is further understood that the Hospital Administrator or his designee may have such counsel and assistance as he may desire at such a meeting. The decision of the Hospital shall be delivered in writing within **nine** (9) days calendar days following the date of such meeting.

- 6.04** A complaint or grievance arising directly between the Hospital and the Union concerning the interpretation, application or alleged violation of the Agreement shall be originated at Step No. 3 within fourteen (14) calendar days following the circumstances giving rise to the complaint or grievance. It is expressly understood, however, that the provisions of this Article may not be used with respect to a grievance directly affecting an employee which such employee could himself institute, and the regular grievance procedure shall not be thereby bypassed.
- 6.05** Where a number of employees have identical grievances and each employee would be entitled to grieve separately, they may present a group grievance in writing identifying each employee who is grieving to the Department head or his designee within fourteen (14) calendar days after the circumstances giving rise to the grievance have occurred or ought reasonable to have come to the attention of the employee(s). The grievance shall then be treated as being initiated at Step No. 2 and the applicable provisions of this Article shall then apply with respect to the processing of such grievance.
- 6.06** The release or discharge of an employee during the probationary period shall not be the subject of a grievance or arbitration. A claim by an employee who has completed his probationary period that he has been unjustly discharged or suspended shall be treated as a grievance if a written statement of such grievance is lodged by the employee with the hospital at Step No. 3 within nine (9) calendar days after the date the discharge or suspension is effected. Such special grievance may be settled under the Grievance or Arbitration Procedure by:
- a) confirming the Hospital's action in dismissing the employee, or
  - b) reinstating the employee with or without full compensation for the time lost, or
  - c) by any other arrangement which may be deemed just and equitable.

Whenever the Hospital deems it necessary to suspend or discharge an employee, the Hospital shall notify the Union of such suspension or discharge in writing. The Hospital agrees that it will not suspend, discharge, or otherwise discipline an employee who has completed his probationary period, without just cause.

- 6.07** Failing settlement under the foregoing procedure of any grievance 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 grievance may be submitted to arbitration as hereinafter provided. If no written request for arbitration is received within eighteen (18) calendar days after the decision under Step No. 3 is given, the grievance shall be deemed to have been abandoned.

Where such a written request is postmarked within sixteen (16) calendar days after the decision under Step No. 3, it will be deemed to have been received within the time limits.

- 6.08** All agreement reached under the grievance procedure between the representatives of the Hospital and the representatives of the Union will be final and binding upon the Hospital and the Union and the employees.
- 6.09** When either party requests that any matter be submitted to arbitration as provided in the foregoing Article, it shall make such request in writing addressed to the other party to this Agreement, and at the same time name a nominee. Within nine (9) calendar days thereafter the other party shall name a nominee, provided, however, that if such party fails to name a nominee as herein required, the Minister of Labour for the Province of Ontario shall have power to effect such appointment upon application thereto by the party invoking arbitration procedure. The two nominees shall attempt to select by agreement the Chairman of the Arbitration Board. If they are unable to agree upon such a chairman within a period of fourteen (14) Calendar days, they shall then request The Minister of **Labour** for the Province of Ontario to appoint a chairman.
- 6.10** No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 6.11** No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the Grievance Procedure.
- 6.12** The Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to or amend any part of this Agreement.
- 6.13** The proceedings of the Arbitration Board will be expedited by the parties hereto and the decision of the majority and, where there is no majority, the decision of the Chairman will be final and binding upon the parties hereto and the employee or employees concerned.
- 6.14** Each of the parties hereto will bear the expense of the nominee appointed by it and the parties will share equally the fees and expenses, if any, of the Chairman of the Arbitration Board.
- 6.15** The time limits set out in the Grievance and Arbitration Procedures herein are mandatory and failure to comply strictly with such time limits except by the written agreement of the parties, shall result in the grievance being deemed to have been abandoned subject only to the provisions of Section 44 (6) of the Labour Relations Act.

6.16 Wherever Arbitration Board is referred to in the Agreement, the parties may mutually agree in writing to substitute a single arbitrator for the Arbitration Board at the time of reference to arbitration and the other provisions referring to Arbitration Board shall appropriately apply.

6.17 Employer's Grievance

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.

ARTICLE 7 - ACCESS TO FILES

7.01 Access To Personnel Files

Each employee shall have, within the next business day, reasonable access to his/her personnel file for the purpose of reviewing any evaluations or formal disciplinary notations contained therein, in the presence of the Director of Human Resources or designate. An employee has the right to request copies of any evaluations in this file.

7.02 An employee will receive a copy of the record placed in his/her personnel file, of any disciplinary action taken against him/her.

7.03 Employee Record

It is agreed that any written warning, memorandum or directive concerning previous occurrences of a disciplinary nature, particulars of which have not been previously brought to the employee's attention, shall not be used against such employee, in a subsequent case of disciplinary action on the part of the Hospital.

7.04 Any disciplinary notations shall stay for a maximum of twenty-four (24) months in his/her personnel file.

7.05 Change of Address

It shall be the duty of the employee to notify the Hospital promptly of any change of address and telephone number. If an employee fails to do this, the Hospital will not be responsible for failure of a notice to sent by registered mail to reach such employee.

## **ARTICLE 8 - SENIORITY LIST**

### **8.01 Probationary Period**

A new employee will be considered on probation until he has completed forty-five days of work (or 337.5 hours of work for employees whose regular hours of work are other than standard work day), within any twelve calendar months. Upon completion of the probationary period he shall be credited with seniority equal to forty-five working days. ~~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 extensions 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.

### **8.02 Definition of Seniority**

Part-time employees, including casual employees will accumulate seniority on the basis of one (1) year's seniority for each 1,725 hours worked in the bargaining unit as of the last date of hire, except as otherwise provided herein.

Seniority will operate on bargaining unit-wide basis. Effective April 3, 1986 and for accumulation of Seniority subsequent to April 3, 1986, a part-time employee shall accumulate Seniority on the basis of one (1) year for each 1,725 hours worked.

### **8.03 Effect of Absence**

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.

**8.04** It is further understood that during such unpaid absence, credit for seniority for purposes of promotions, demotions, transfer or lay-off shall be suspended and not accrue during the period of absence. Notwithstanding this provision, seniority shall accrue during maternity leave or adoption leave or for a period of six (6) months if an employee's absence is due to disabilities resulting in W.C.B. benefits.

### **8.05 Seniority List**

.01 A seniority list showing the names, hire date, seniority dates, number of hours worked and classifications of employees will be prepared by the Hospital, dated and posted on the bulletin boards during the first week in January each year with a copy to the ~~Union~~.



- .a2** Subject to the provisions of Articles 9.03 and 9.06, errors or omissions in a list posted in accordance with ~~-.01~~ shall be corrected on application of the Union or the employees concerned, provided:
- .01** ~~Such error or~~ omission relates to the period subsequent to the date of the most recent approved list, and
  - .02** The ~~error~~ or omission is forwarded ~~in writing~~ to the attention of the Records Department, Human Resources within fifteen (15) days of the posting date except ~~as~~ provided for under ~~-.03~~.
- .03** If no written protest is received ~~by~~ the Records Department, ~~Human Resources concerning~~ the seniority list posted in accordance with ~~-.02~~ within fifteen (15) days of the day, it was posted it ~~shall~~ become final, subject to revision with respect to any employee who has been absent because of illness, accident, leave ~~of~~ absence, vacation, or layoff and ~~who~~ files a seniority correction ~~form~~ within fifteen (15) days of his/her return to work
- .04** If a written protest is received by the Hospital on the proper ~~form~~ within the time limits set out in ~~-.02~~, the protests ~~shall~~ be resolved by ~~the~~ Hospital and Union within twenty-one (21) days. The ~~resulting revised~~ seniority list will be posted within seven (7) days of ~~such~~ revision unless otherwise agreed by the parties. The only protests on the revised list that will then be considered ~~shall~~ be limited to the changes made and ~~shall~~ be subject to the time limits established in ~~-.02~~ ~~-.02~~ and the ~~process~~ described in ~~-.04~~. The resulting list shall become final and shall be signed by the Hospital and the Union.
- .05** Any protest not resolved under ~~-.04~~ may be the subject of a grievance to be initiated by the Union at Step 3 of the Grievance Procedure.
- .06** Once a seniority list has been posted in accordance with ~~-.04~~, and has been signed by the Hospital and the Union, the only protests which will be considered against the next posted list shall be protest relative to changes to individuals since the date of the most recent signed list.
- .07** The parties may by ~~mutual~~ consent correct administrative errors.

#### 8.06 Loss of Seniority

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

- (a) resigns;
- (b) is discharged and not reinstated through the grievance/arbitration procedure;
- (c) is retired;
- (d) is absent from scheduled work for a period of **two** or more consecutive working days without notifying the Hospital of such absence and providing the Hospital a satisfactory **reason**;
- (e) has been laid-off for twenty-four (24) months;
- (f) if the employee has been laid-off and fails to return to work within seven calendar days after that employee has been notified by the Hospital through registered mail addressed to the last address on the records at the Hospital, subject to any special provisions regarding temporary vacancies noted under the heading of Lay-off and Recall;
- (g) is absent due to illness or disability for a period of twenty-four **(24) months from** the time the disability or illness commenced, except in cases where the employee receives regular W.C.B. benefits.

### ARTICLE 9 - JOB POSTING

- 9.01 (a) Where a permanent vacancy **occurs** in a classification within the bargaining unit, or a new position within the bargaining unit is established by the Hospital, such vacancy shall be posted for **a** period of seven (7) consecutive calendar days. Such posting shall contain the type of vacancy, the qualifications required, the applicable wage rate and the starting time of the **shift**. Applications for such a vacancy shall be made in writing within the seven (7) day period referred to herein. During this period, **an** employee who has completed the probationary period will be allowed to apply for transfer to the posted vacancy.
- (b) The position must be filled by the successful candidate, if any, **within** fifteen (15) calendar days following completion of the job posting procedure.
- (c) Vacancies created by the filling of an initial permanent vacancy will be posted for a period of three (3) consecutive calendar days, excluding Saturdays, Sundays and holidays. Applications for such vacancies shall be made in writing within the three (3) day period referred to herein.

- (d) In matters ~~of~~ promotion and staff ~~transfer~~, appointment shall be made of the senior applicant able to meet the normal requirements of the job.
- (e) The name ~~of~~ the successful applicant will be posted on the bulletin ~~board~~ for a period ~~of~~ seven (7) calendar days. The Hospital agrees to supply the Union with a copy ~~of~~ such notice.
- (f) Where there are no successful applicants from ~~within this bargaining unit~~ for vacant positions referred to in ~~this Article~~, employees in other C.U.P.E. 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 ~~this Article~~, and ~~selection shall~~ be made with ~~this Article~~.
- (g) The successful applicant shall be allowed a trial period of up to one hundred and fifty (150) hours, during ~~which~~ the Hospital will determine if the employee can satisfactorily perform the job. Within ~~this period~~ the employee may voluntarily ~~return, or be returned, by~~ the Hospital ~~to the~~ position formerly occupied, without loss of seniority. The ~~vacancy resulting~~ from the posting may be filled ~~on a temporary basis~~ until the trial period is completed.
- (h) The terms hereof shall not preclude the Hospital from hiring outside employees where special ~~skills are~~ required or if there are no suitable applicants for any posted job, nor ~~shall such terms preclude~~ the Hospital from filling any job ~~on a temporary basis while the posting procedures are~~ being carried out. If no applications from employees of ~~this bargaining unit are~~ received, then consideration will be given to other C.U.P.E. bargaining unit employees of the Hospital who apply ~~before hiring~~ outside applicants.
- (i) A job shall not be considered vacant for posting where the employee is on vacation, is absent due to illness ~~or~~ leave of absence or on lay-off ~~subject~~ to recall.
- (j) ~~An~~ employee including newly hired and temporary employees will not be considered eligible for transfer ~~or~~ promotion until completing ~~six (6)~~ months service in the job from which he/she is seeking to transfer. This provision may be waived by mutual agreement between the Hospital and the Union.

9.02 It is understood that temporary vacancies, the duration of which are not expected to exceed **six (6) months** **and** which are expected to be filled on a temporary basis, will not be posted. It is further understood that the Hospital may, in its discretion, assign an employee to fill such vacancy on an interim basis prior to it being filled on a regular basis.

9.03 **Transfer and Seniority Outside The Bargaining Unit**

It is understood that an employee shall not be transferred by the Hospital to a position outside the bargaining unit without **his** consent except in the case of temporary assignments not exceeding six (6) months. Such **an** employee on temporary assignments shall remain a member of the bargaining unit.

9.04 An employee who **is** transferred to a position outside the bargaining unit shall not **accumulate** seniority subject to 10.08 below. In the event the employee is returned by the Hospital to a position in the bargaining unit, he shall be credited with the seniority held at the time of transfer and resume accumulation from the date of **his** return to the bargaining.

**NOTE:** *Employees outside the bargaining unit as of April 3, 1986 will be credited With whatever seniority they held under the Collective Agreement expiring September 28, 1988 should they be returned to the bargaining unit subsequent to April 3, 1986.*

9.05 In the event an employee transferred out of the bargaining unit, **is** returned to **the** bargaining unit within a period of **six (6)** calendar months, he shall **accumulate** seniority during the period of time outside the bargaining unit.

9.06 **Transfer of Seniority and Service**

For application of seniority for purposes of promotion, demotion, transfer, lay-off, and **recall** and service for purposes of vacation entitlement and wage progression:

- (a) An employee whose status is changed from full-time to part-time shall receive full credit for **his** seniority and service;
- (b) An employee whose status is changed from part-time to full-time shall receive credit for his seniority and service on the basis of one year for each 1,725 hours worked.

- (c) The above noted employee shall be allowed a trial period of up to **thirty (30)** days, during which time the Hospital will determine if the employee can satisfactorily perform the job. ~~Within this~~ period, the employee may voluntarily return, or be returned by the Hospital ~~to~~ the position formerly occupied without ~~loss~~ of seniority.

- 9.07** The Hospital may grant a transfer to an open job in the **bargaining unit** for medical reasons provided the employee has at least ten **(10)** years seniority **and** a certified **illness** or disability acceptable to the Hospital **which** prevents the satisfactory performance of his/~~her~~ **regular** duties. A transfer request under **this** part must ~~be~~ made in writing by the affected employee.

And the success of the transfer will be judged solely by the Hospital and if successful, the employee **must** be capable of both a satisfactory level of performance following a familiarization period and regular attendance. **Failure** to attain either satisfactory performance or **regular** attendance will result in the employee **being** laid-off.

- 9.08** Notwithstanding the foregoing, if **as a** result of compensable illness or **injury** covered by **W.C.B.**, an employee is unable to carry **out** the regular **functions** of his/~~her~~ position, the Hospital may, **subject** to its operational **requirements**, establish a special classification **and salary** in an endeavour to **provide** the employee with an opportunity of continued employment. This provision **shall** not be construed as a guarantee that such special classification(s) will be made available or continued.

## **ARTICLE 10 - LAY-OFF AND RECALL**

### **10.01 Notice and Redeployment Committee**

(a) **Notice**

In the event of a proposed lay-off 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 lay-off or elimination **of** position; and
- (ii) provide to the affected employe**e**(s), if any, no less than six **(6)** months' written notice of lay-off, or pay in lieu thereof.

**NOTE:** *Where a proposed lay-off 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 lay-off.*

(b) **Redeployment Committee**

At each hospital, a Redeployment Committee will be established not later than two (2) weeks after the notice referred to in 10.01 and will meet thereafter as frequently as is necessary.

(i) **Committee Mandate**

The mandate of the Redeployment Committee is to:

- (1) Identify and propose possible alternatives to the proposed lay-off(s) or elimination of position(s), including, but not limited to, identifying work which would otherwise be bargaining unit work and is currently work contracted-out by the Hospital which could be performed by bargaining-unit employees who are ~~or~~ would otherwise be laid-off;
- (2) Identify vacant positions in the Hospital ~~or~~ positions which **are** currently filled but which will become vacant within a twelve (12) month period and which are either:
  - (a) within the bargaining unit; or
  - (b) within another CUPE bargaining unit; or
  - (c) not covered by a collective agreement
- (3) Identify the retraining needs of workers and facilitate such training for workers who are, ~~or~~ would otherwise be, laid-off.
- (4) Subject to **Article 9.01(a)(part-time)**, the Hospital will award vacant positions to employees who are, or would otherwise be laid-off, in order of seniority if, with the benefit of up to **six (6) months** retraining, an employee has become able to meet the normal requirements of the job.
- (5) Any dispute relating to the foregoing procedures may be filed as a grievance commencing at Step 3.

(ii) Committee Composition

The Redeployment Committee shall be comprised of equal numbers of representatives of the Hospital and of the Union. The number of representatives will be determined locally. Where for the **purposes** of HTAP (the Ontario Hospital Training and Adjustment Panel) there ~~is~~ another hospital-wide **staffing** and redeployment committee created or in existence, Union members of the Redeployment Committee shall serve on any **such** hospital-wide **staffing committee** established with the same or **similar** terms of reference, and the number of Union members on **such** committee will be proportionate to the number of its **bargaining** unit members at the **particular** Hospital in relation to other staff groups.

Meetings of the Redeployment Committee shall be held during normal working hours. Time spent attending **such** meetings shall be deemed to be work time for which the **representative(s)** shall be paid by the Hospital at his or her regular or premium rate **as** may be applicable.

Each party shall appoint a co-chair for the Redeployment Committee. Co-chairs **shall** chair ~~alternative~~ 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.

(iii) Disclosure

The Hospital shall provide to the Redeployment Committee all pertinent staffing and financial information.

(iv) Alternatives

The Redeployment Committee, or where there is no consensus, the committee members shall propose alternatives to cutbacks in staffing to the Hospital's Chief Executive Officer and to the Board of Directors.

At the time of submitting any plan concerning rationalization of services and involving the elimination of any **position(s)** ~~or~~ any **lay-off(-)** to the District Health Council or to the **Ministry** of Health, the Hospital shall provide a copy, together with accompanying documentation, to the Union.

10.02 Lay-off and Recall

An employee in receipt of notice of lay-off pursuant to 10.01(a)(ii) may:

- (a) accept the lay-off; or
- (b) opt to receive a separation allowance as outlined in Article 10.04; or
- (c) opt to retire, if eligible under the terms of the HOOPP.
- (d) displace another employee who has lesser bargaining unit seniority in the **same** or a lower or **an** identical-paying classification in the bargaining unit if the employee originally subject to lay-off **has** the ability to meet the normal requirements of the job. An employee so displaced shall be deemed to have been laid-off and shall be entitled to notice in accordance with Article 10.01.

An employee who chooses to exercise the right to displace another employee with lesser seniority, shall advise the Hospital of his/her intention to do **so** and the position claimed within seven (7) days **after** receiving the notice of lay-off.

**NOTE:** *For purposes of the operation of clause (c), **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 the same or a **lower** or identical-paying classification, as defined in this article, a laid-off employee shall have the right to displace another employee with **lesser seniority** who is the least senior employee in the classification and where the straight-time hourly rate at the level of service corresponding to that of the employee is within 5% of the laid-off employee's straight-time hourly rate.*

**An** employee who is subject to lay-off other than a lay-off of a permanent or long-term nature shall have the right to accept the lay-off or displace another employee in accordance with (a) and (c) above.



An employee shall have opportunity of recall from a lay-off to an available opening, in order of seniority, provided he or she 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 complete.

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.

An employee recalled to work in a different classification from which he or she was laid-off shall have the privilege of returning to the position held prior to the lay-off should it become vacant within six (6) months of being recalled.

No new 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.

The Hospital shall notify the employee of recall opportunity by registered mail, addressed to the last address on record with the Hospital (which notification shall be deemed to be received on the second day following the date of mailing). 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 or her proper address being on record with the Hospital.

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

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.

10.03 Retraining

(a) Retraining For Positions Within The Hospital

Where, with the benefit or retraining of up to six months, an employee who has either accepted the lay-off or who is unable to displace any other employee could be redeployed to a hospital position identified by the Redeployment Committee in accordance with Article 10.01(b)(1);

- (i) Opportunities to fill vacant positions identified by the Hospital Redeployment Committee through retraining shall be offered to employees who apply and would qualify for the position with the available retraining in order of their seniority until the list of any such opportunities is exhausted. Opportunities to fill vacancies outside of CUPE bargaining units may be offered by the Hospital in its discretion.
- (ii) The Hospital and the Union will co-operate so that employees who have received notice of permanent lay-off and been approved for retraining in order to prevent a lay-off will have their work schedules adjusted in order to enable them to participate in the retraining, and scheduling and seniority requirements may by mutual agreement be waived. The Redeployment Committee will seek the assistance of the Hospital Training and Adjustment Panel (HTAP) to cover the cost of tuition, books and any travel.
- (iii) Apart from any on-the-job training offered by the Hospital, any employee subject to lay-off who may require a leave of absence to undertake retraining in accordance with the foregoing shall be granted an unpaid leave of absence which shall not exceed six (6) months.
- (iv) Laid-off employees who are approved for retraining in order to qualify for a vacant position within the Hospital will continue to receive insured benefits.

(b) Placement

Upon successful completion of his or her training period, the Hospital and the Union undertake to waive any restrictions which might otherwise apply, and the employee will be placed in the job identified in 10.03(a)(i).

An employee subject to lay-off who applies but later declines to accept a retraining offer or fails to complete the training will remain subject to lay-off.

(c) Regional Redeployment Committee

A joint committee of the participating hospitals and local unions identified in Appendix "A" shall meet prior to June 30, 1993, and will establish Regional Redeployment committees to identify employment opportunities and to facilitate and manage for the redeployment of laid-off employees.

Each Hospital will provide such Regional Redeployment Committee with the name, address, telephone number, and years of service and seniority of all employees who have been laid-off.

In filling vacancies not filled by bargaining unit members, the hospitals will be 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.

#### **10.04 Separation Allowances**

- (a) Where an employee resigns within one month (30 days) after receiving notice of lay-off pursuant to Article 10.01 (a)(ii) that his or her position will be eliminated, he or she shall be entitled to a separation allowance of two (2) weeks' salary for each year of continuous service to a maximum of twelve (12) weeks' pay, and, on production of receipts from an approved educational program, within twelve (12) months of resignation, may be reimbursed for tuition fees up to a maximum of three thousand (\$3,000) dollars.
- (b) Where an employee resigns later than one (1) month after receiving notice pursuant to Article 10.01 (a)(ii) that his or her position will be eliminated, he or she shall be entitled to a separation allowance of four (4) weeks' salary, and, on production of receipts from an approved educational program, within twelve (12) months of resignation, may be reimbursed for tuition fees up to a maximum of one thousand two hundred and fifty (\$1,250) dollars.

#### **10.05 Portability of Service**

An employee hired by the Hospital with recent and related experience may claim consideration for such experience at the time of hiring on a form to be supplied by the Hospital. Any such claim shall be accompanied by verification of previous related experience. The Hospital shall then evaluate such experience during the probationary period following hiring. Where in the opinion of the Hospital such experience is determined to be relevant, the employee shall be slotted in that step of the wage progression consistent with one (1) year's service for every one (1) year of related experience in the classification upon completion of the employee's probationary period. It is understood and agreed that the foregoing shall not constitute a violation of the wage schedule under the collective agreement.

10.06 An employee claiming that he/she has been laid-off or transferred contrary to the provisions of this article or that she/he has not been recalled in conformity therewith may file a grievance in writing with the Hospital.

10.07 Such grievance shall commence with the third step of the grievance procedure. In the case of a lay-off or transfer, such grievance shall be filed prior to the seventh (7th) working day after the lay-off or transfer. In the case of a recall, such grievance shall be filed within fourteen (14) working days after the employee whom the grievor alleges was recalled in his/her place commenced work.

10.08 The grievor shall supply to the Hospital reasons and particulars of the basis of his/her claim in the grievance. It shall be the responsibility of the grievor to establish his/her right to the job claimed. The Hospital shall investigate any such grievance and if it is sustained during the course of the grievance or arbitration procedures, the employee will be compensated at the appropriate rate of pay for the job he/she would otherwise have occupied subject to the fulfilment of the following conditions.

10.09 In case of a grievance covering a lay-off, recall or transfer:

- (a) The employee shall designate in such grievance at the time it is lodged, the names of the job incumbents whose job he/she claims he/she should occupy, provided that he/she shall be limited to naming not more than ~~four~~ (4) job incumbents; provided further that in the event such grievance is referred to Arbitration, the Union shall notify the Hospital in writing at least fifteen (15) working days prior to the date established for the Arbitration Hearing as to the name of one of such jobs incumbents whose job shall be the subject matter of the claim before the Board of Arbitration.
- (b) Pending completion of the grievance procedure, the employee will, if required by the Hospital, accept assignment upon one (1) working day's notice to another job which he/she can perform.
- (c) **Any** compensation will be less any monies earned, or any unemployment insurance received by the employee.
- (d) The employee shall make every reasonable effort to minimize any loss of earnings resulting therefrom.

#### 10.10 Retirement Allowance

Prior to issuing notice of lay-off pursuant to Article 10.01(ii) in any classification(s), the Hospital will offer early-retirement allowance to a sufficient number of employees eligible for early retirement 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 lay-off under Article 10.01(ii).

An employee who elects an early retirement option shall receive, following completion of the last day of work, a retirement allowance of two weeks' salary for each year of service, plus a prorated amount for any additional partial year of service, to a maximum ceiling of 26 weeks' salary.

## **ARTICLE 11 - TECHNOLOGICAL CHANGE**

- 11.01 The Hospital undertakes to notify the Union in advance, so far as practicable, of any technological changes which the Hospital has decided to introduce which will significantly change the status of employees within the bargaining unit.
- 11.02 The Hospital agrees to discuss with the Union the effect of such technological changes on the employment status of employees and to consider practical ways and means of minimizing the adverse effect, if any, upon employees concerned.
- 11.03 Employees with two 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 to the Union as above set forth and the requirements of the applicable law.
- 11.04 Where new or greater skills are required than 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 back ground 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.

### **11.05 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 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.

11.06 Contracting In

Further to Article 10.01(b)(i)(1), the parties agree that the Redeployment Committee will immediately undertake a review of any existing sub-contract work which would otherwise be bargaining unit work and which may be subject to expiry **and** open for renegotiation within **six** (6) months with a view to assessing the practicality and cost-effectiveness of having such work performed within the Hospital by members of the bargaining unit.

11.07 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.

**ARTICLE 12 - VACATIONS**

12.01 Vacation entitlement for employees as at December 31st in each year will be computed at such date on the basis of one-twelfth (1/12) of the employee's applicable vacation scale for each full calendar month of employment during the twelve (12) month period commencing the previous **January** 1st.

Part-time employees shall accumulate service for the purpose of progression on the vacation scale, on the basis of one year for each **1725** hours worked.

12.02 *Length of Continuous Service  
as of the Date of Determining  
Vacation Entitlement*

*Vacation Entitlement*

<u>1</u>	<u>4%</u>
to <b>3449</b> hours	
<b>3450</b> to <b>5175</b> hours	<b>6%</b>
<b>5176</b> to <b>8625</b> hours	<b>8%</b>
<b>8626</b> to <b>25875</b> hours	<b>10%</b>
<b>25876</b> or more hours	<b>12%</b>

12.03 Where it **is** practicable to do **so**, vacations will be granted according to Hospital Seniority on departmental basis.

12.04 Vacation pay shall be calculated on the basis of the appropriate percentage of the employee's gross earnings during the twelve (12) month period ending December 31.

- 12.05 Vacation pay shall be paid once annually before the end of December each year.
- 12.06 Should an employee who has commenced his/her scheduled vacation **agree** upon request by the hospital to return to perform work during the vacation period, the employee shall be paid at a rate of one and one half (1-1/2) times his/her basic straight time rate for all hours **so** worked. To replace the originally scheduled days on which such work was performed, the employee will receive **one** (1) vacation lieu day **off** for each day on which he/she **has so** worked.
- 12.07 Where **an** employee's scheduled vacation is interrupted due to **a serious illness requiring** the employee to be an in-patient in a hospital, the period of such hospitalization shall be considered unpaid sick leave. The vacation time **lost as** a result of such hospitalization shall be **rescheduled**.
- 12.08 Vacations shall not be cumulative from one year to another, but must be commenced no later than November **30th**. However, accumulation, on request by the employee, of a maximum of one (1) week vacation credit for up to **one** year forward is permitted except to the extent the Hospital can demonstrate that scheduling such extended vacation is **not** administratively feasible.

## **ARTICLE 13 - PAID HOLIDAYS**

- 13.01 The following days shall be designated **as** holidays:

New Year's Day	Civic Holiday
Good Friday	<b>Labour</b> Day
Easter Monday	Thanksgiving Day
Victoria Day	<b>Christmas</b> Day
Dominion Day	Day after <b>Christmas</b> Day

- 13.02 Employees will be entitled to **premium** pay for work on a holiday **only** after **one** hundred and fifty (**150**) hours have been worked.
- 13.03 Service to the public is essential. Therefore, it will be necessary **that** sufficient employees work on the Holidays set out above to permit satisfactory operation of the Hospital. If a day **off** in lieu of a Holiday is requested, it may be granted within thirty (30) days preceding **or** succeeding the Holiday, at a time mutually agreeable to the employee and the department.
- 13.04 The Hospital shall pay employees who work on any of the Statutory Holidays at the rate of time and one-half (1/2) their **regular** rate of pay. **In order to qualify,** an employee must comply with the criteria set **out** in the Employment Standards Act of Ontario.

- 13.05 In order to qualify for premium payment on a designated Holiday, an employee must work **his** regularly scheduled full **shifts** immediately preceding and succeeding the Holiday, except where absence **on** either of the said full shift only, was due to verified personal illness, or prior arrangements with respective Department Heads have been made.
- 13.06 Except in case of emergency, employees who work on Christmas Day will not be required to work on New Year's Day. Employees will be scheduled off for **two** (2) consecutive days at either Christmas or New Year's Day.

## **ARTICLE 14 - LEAVES OF ABSENCE**

### **14.01 Personal Leave**

Written request for a personal leave **of** absence without pay will **be** considered on an individual basis by the Department Head or **his** designate. Such requests **are** to be submitted at least three (3) weeks in advance, except in case of emergency, **and** written reply will be given in fourteen (14) days except in cases of emergency in which case a reply will be given **as** soon as possible. Such leave shall not be unreasonably withheld.

### **14.02 Union Conventions**

The Hospital may grant a leave **of** absence without pay **and** without **loss** of seniority to delegated union members to attend union conventions and seminars provided such request is made in writing to the Director of Human Resources or **his/her** designate, at least ten (10) days in advance **of** the requested leave.

### **14.03 Full-Time Position With The Union**

An employee who is selected to work on a full-time basis for the **Union** will be given leave of absence for a period of up to twelve (12) consecutive months, provided written request is made to the Hospital not less than thirty (30) days before the leave is scheduled to commence. The employee shall retain **his** accumulated seniority but shall receive no pay or other benefits from the Hospital. The Hospital may, at its discretion, extend such leave beyond twelve (12) consecutive months **if** a request is made for an extension.

### **14.04 Bereavement**

An employee will be allowed three (3) consecutive days leave of absence, without **loss** of her regular pay for her scheduled hours in conjunction with the day of the funeral of a member of her immediate family. "**Immediate Family**" means, father,



mother, sister, brother, spouse, child, daughter-in-law, son-in-law, mother-in-law, father-in-law, legal guardian, grandchildren, grandparents and same sex spouse. Only that portion of the three (3) days which would otherwise have been **working** days or paid holidays, will be paid by the Hospital. The Hospital, in its discretion, may extend such leave with or without pay.

#### **14.05 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 the employee;

- (a) • notifies the Hospital immediately on the employee's notification that he will be required to attend 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** regularly **scheduled day off**, the Hospital will attempt to reschedule the employee's **regular day off**. Where the employee's attendance is required during a different **shift** and he is required to work that day, the Hospital will attempt to **reschedule** the **shift** to include the time spent at such a 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, he/she is required to attend during other than **his** regularly scheduled paid hours, he shall be paid for **all** hours actually spent at **such** hearing at his straight time hourly rate subject to (a), (b), and (c) above.

#### **14.06 Pregnancy Leave/Parental Leave**

- .01 **Pregnancy** leave will be granted in accordance with the provisions of the Provincial Employment Standards Act, except where amended **in this** provision.

- .02 An employee who **has** completed at least thirteen (13) weeks of employment prior to the expected date of delivery shall be granted a seventeen (17) weeks Pregnancy Leave.
- .03 An employee may begin her pregnancy leave at any time within seventeen (17) weeks before the expected date of delivery.
- .04 The employee must give written notification at least two (2) weeks prior to **the** commencement of the leave, of her request for leave together with her expected date of return. At such time, she shall **also** furnish the Hospital with her **doctor's** certificate **as** to pregnancy **and** expected date of delivery.
- .05 An employee may extend her pregnancy/parental leave for a period of up to thirty-five (35) weeks from the date of its commencement. Written notice **by** the employee to extend pregnancy/parental leave will be given at least two (2) weeks prior to the termination of the initially approved leave.
- NOTE: An employee must begin her parental leave immediately after her pregnancy leave ends.*
- .06 Credit for service for purposes of salary increment, vacation, sick leave, **or any other** benefit under any provisions of the collective agreement **shall** continue to accrue during the entire period of the pregnancy leave/parental leave.
- .07 Credit for seniority for purposes of promotion, demotion, transfer **or** lay-off shall continue to accrue during the entire period of the pregnancy leave/parental leave.
- .08 An employee **who** returns to work less **than six** (6) weeks after termination **of** pregnancy shall give the Hospital at least two (2) weeks' written notice and a medical certificate.
- .09 An employee may change the date of return to an earlier or later date if written notice is given at least four (4) weeks prior to the original date of return.
- .10 An employee returning to work shall give the Hospital at least four (4) weeks' **written** notice prior to the expiry date of her pregnancy/parental leave.

- .11 Subject to any changes to the employee's status which would have occurred had she not been on pregnancy/parental leave, the employee shall be reinstated to her former duties, on the same shift in the same department, at the same rate of pay.
- .12 When persons hired to replace employees who are on an approved pregnancy/parental leave, the period of employment of such persons will not exceed the pregnancy/parental leave. The release or discharge of such persons shall not be the subject of 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.

- .13 An employee on pregnancy leave as provided under this agreement who 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.

In addition to the foregoing, 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.

**This** provision only applies to employees with at thirteen (13) weeks of continuous service at the hospital prior to the commencement of the pregnancy leave. (**This** will be subject to Appendix "A" appended hereto).

The Hospital will continue to pay the percentage in lieu of benefits and its share of pension contributions during the period of pregnancy leave. The Hospital will register those benefits as part of the Supplemental Unemployment Benefit Plan with the Unemployment Insurance Commission.

#### **14.07 Parental Leave**

- .01 Parental leave will be granted in accordance with the provisions of the Provincial Employment Standards Act, except where amended in this provision.
- .02 A parental leave of absence of up to eighteen (18) weeks will be granted to employees who have been employed thirteen (13) weeks from the last date of hire prior to the commencement of the leave.
- .03 An employee on pregnancy leave is entitled to parental leave in accordance with the provisions of Article 14.06(.04).
- .04 The male employee **may** begin parental leave at any time within thirty-five (35) weeks after the date of birth and the leave must be completed within one (1) year and (1) week of the date of birth. Such leave can **only** be taken on one occasion, without interruption.
- .05 An employee adopting a child may begin his/her parental leave at any time within thirty-five (35) weeks **after** the date the child comes into the custody, care and control of a parent for the first **time**. Such leave must be completed within one (1) year and one (1) week of the date of adoption. Such leave can only be taken on one occasion without interruption.
- .06 The employee shall give the Hospital at least two (2) weeks written notice to begin the leave.
- .07 An employee returning to work may change the date to return earlier or later, if written notice **is** sent to the Hospital at least four (4) weeks prior to the original date.

- .08 The Hospital will continue to pay its share ~~of~~ the premium of the subsidized employee benefits in which the employee ~~is~~ participating for the duration of the parental leave unless the employee gives the Hospital a written notice that the employee does not intend to pay the employee's contribution.
- .09 Subject to any changes to the employee's status which would have occurred had she not been ~~on~~ parental leave, the employee ~~shall~~ be reinstated to her former duties, ~~on~~ the same ~~shift~~ in the same department, at the same rate of pay.
- .10 Credit for service for ~~purposes~~ of salary increment, vacation, sick leave, or any other benefit under ~~any~~ provisions of the collective agreement ~~shall~~ continue to accrue during the entire period of the Parental Leave.
- .11 Credit for seniority for purposes of promotion, demotion, ~~transfer or lay-off~~ shall continue to accrue during the entire period ~~of~~ the Parental Leave.
- .12 When ~~persons are~~ hired to replace employees who ~~are~~ on approved Parental leave, the period of employment ~~of such~~ persons will not exceed the ~~Parental~~ 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, the circumstances giving rise to the ~~vacancy~~ and the special conditions relating to such employment.

#### 14.08 Adoption Leave

- .01 Where ~~an~~ employee with at least thirteen (13) weeks of continuous service qualified to adopt a child, such employee shall be entitled to a leave of absence without pay for a period ~~of~~ up to twenty-six (26) weeks. ~~Such~~ employees 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. If both parents are employed at the Hospital, only one parent may elect adoption leave.

- .02 The employee will be entitled to begin his/her leave at any time upon receipt of confirmation of the pending adoption.
- .03 The employee shall reconfirm his/her intention to return to work on the date originally provided to the Hospital in (a) above by ~~written~~ notification received by the Hospital at least two (2) weeks in advance.
- .04 An employee returning to work may change the date to return earlier ~~or~~ later, if written notice is sent to the Hospital at least four (4) weeks prior to the original date.
- .05 Credit for service for purposes of salary increment, vacation, sick leave, or any other benefit under any provisions of the collective agreement shall continue to accrue during the entire period of the adoption leave.
- .06 Credit for seniority for purposes of promotion, demotion, transfer or lay off shall continue to accrue during the entire period of the adoption leave.
- .07 Subject to any changes to the employee's status which would have occurred had she not been on adoption leave, the employee shall be reinstated to her former duties, on the same shift in the same department, at the same rate of pay.
- .08 An employee on adoption leave as provided under this agreement who is in receipt of Unemployment Insurance adoption benefits pursuant to Section 18 of the Unemployment Insurance Act, 1971, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between 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 she is in receipt of Unemployment Insurance adoption benefits, and shall continue while the employee is in receipt of such benefits for a maximum period 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.

In addition to the foregoing, the Hospital shall pay the employee ninety-three percent (93%) of his or 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.

**This** provision only applies to employees with at least ten (10) months of continuous service at the hospital prior to the commencement of the adoption leave. (*This Will be subject to Appendix "A" appended hereto*).

- .09 When persons are hired to replace employees who are on approved adoption leave, the period of employment of such persons will not exceed the adoption 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, the circumstances giving rise to the vacancy and the special conditions relating to such employment

The Hospital will continue to pay the percentage in lieu of benefits and its share of the pension contributions for a period of up to ten (10) weeks while the employee is on parental leave. The Hospital will register these benefits with the Unemployment Benefit Plan.

#### 14.09 Education Leave

If required by the Hospital, an employee shall be entitled to leave of absence with pay and without loss of seniority and benefits to write examinations to upgrade his or her employment qualifications.

Where employees are required by the Hospital to take courses to upgrade or acquire new employment qualifications, the Hospital shall pay the full costs associated with the courses.

Subject to operational requirements, the Hospital will make every reasonable effort to grant requests for necessary changes to an employee's schedule to enable attendance at a recognized up-grading course or seminar related to employment with the Hospital.

## **ARTICLE 15 - HOURS OF WORK AND OVERTIME**

15.01 The hours of work shall be as scheduled by the Hospital. A **full** schedule shift will be seven and one half (7-1/2) hours or twelve (12) hours (exclusive of meal **break**). There will be no split **shifts**.

The above clause does not apply either to the Rend Department where the present scheduling may be continued without the incurring of overtime premiums, or if the Union consents to an extended shift and **the** employee **is** willing to work the **same**.

15.02 **The** employer does not guarantee any hours of **work** per day or days of work per week to any part-time employee covered by this part-time agreement.

15.03 For **prescheduled** employees, regular shift schedule will be posted on the bulletin boards two (2) weeks in advance of becoming applicable, and will not be changed **unless** emergency or unusual circumstances **arise**. Changes to posted work schedule shall **be** brought to the attention of the employee.

15.04 Employees may be allowed **to** trade shifts provided they **are** qualified and have **the** necessary skill and ability to perform the work **Such** exchanges must receive prior approval of the **supervisor(s)**, in writing, and will not result in the overtime payments or any other additional cost to the Hospital.

### 15.05 Rest Periods

Employees covered by this Agreement shall be entitled to a paid rest period of fifteen (15) minutes for every 3.75 **hours** of scheduled work

### 15.06 Additional Rest Periods

**When an** employee performs authorized overtime work of at least three (3)**hours** duration, the Hospital will allocate a rest period of fifteen (15) minutes.

### 15.07 Wash-Up Time

A five (5) minute wash-up time shall **be** allowed for all employees immediately prior to the end of each day's work.

### 15.08 Definitions of Overtime

Where an employee is required to work **more** than seven **and** one half (7-1/2) hours in any one day, or more than seventy-five (75) hours in a **two** (2) week period, he/she shall be paid for such additional hours of work at the rate of one



and one half (1-1/2) times his/her straight time rate. No employee will be required to take time ~~off~~ in lieu of overtime payments.

**15.09 Overtime Premium And No Pyramiding**

The overtime rate shall be time and one half the employee's straight-time hourly rate.

- 15.10 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.

**15.11 Call-Back**

An employee who has left the premises of the Hospital after completing his shift and is unexpectedly called in to work to meet emergency conditions, will be paid time and one half (1-1/2) for the hours called in outside of regularly scheduled ~~shift~~ time with a minimum guarantee of four (4) hours pay at time and one (1-1/2). If an employee is called in before the start of his shift and less time remains ~~than~~ to equal four (4) hours at time and one half (1-1/2), then time and one half (1-1/2) will be paid for the hours remaining before the ~~start~~ of the said ~~shift~~.

~~Call-in~~ pay shall not apply where ~~pre-arranged~~ overtime hours are being worked.

- 15.12 An employee who is required to ~~remain~~ available for duty on standby, outside normal working hours for that particular employee, shall receive standby pay in the amount of \$1.25 per hour for all hours on standby. When ~~an~~ employee is called in to work the standby allowance per ~~shift~~ shall remain payable.

**15.13 Reporting Pay**

Employee who report 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 prior notice not to report for work. ~~This~~ shall not apply to part-time employees working less than 7-1/2 hours per day. Such employees shall receive a prorated reporting pay.

- 15.14 Employees who ~~are~~ absent on approved time during their scheduled work week because of bereavement leave, statutory and civic holidays, referred to ~~in~~ Article 14 or vacation allotment shall, for the purposes of computing overtime pay, be considered as if they had worked their regular hours during such absence.

15.15 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 three (3) working hours, he/she shall be paid the rate in the higher salary range immediately above his current rate from the commencement of the shift on which he was assigned the job.

15.16 Shift Premium

Employees shall be paid a shift premium of forty-five cents (\$0.45) per hour for all hours worked where the majority of their scheduled hours fall between 1500 and 0700 hours.

*NOTE: This article applies to those employees working a full shift, i.e. 7.5 hours.*

15.17 (a) Injury Pay

If an employee is injured on the job and his supervisor excuses him from further duty for the balance of his shift, the employee's regular rate of pay shall continue for the balance of that shift.

(b) Employee To Be Notified (WCB - Form 7)

The Hospital shall provide a copy of the Worker's Compensation Board's Form 7 to the employee on any claim filed with the Workers' Compensation Board by the Hospital, or on behalf of the employee within two (2) days of the injury occurring and prior to filing it with Worker's Compensation Board.

(c) Return To Work From W.C.B.

(a) It is agreed that employees on compensable injury will return to active employment as soon as possible. Such employees must be able to achieve and maintain the normal level of productivity of the pre-injury job or any other suitable vacant position for which such employees have the necessary skills to perform, medically able to perform and which does not pose a health and safety hazard to the employee or any co-worker.

- (b) Where an employee has been on WCB for a period of time and is then deemed capable of returning to the pre-injury job or other suitable vacant position on a graduated basis, a Union representative will participate with the Hospital, WCB and the employee in developing the return to work program.
- (c) In situations where an employee is considered for placement into a suitable vacant position, a Union representative will participate with the Hospital, W.C.B. and the employee in determining such placement.
- (d) The Hospital, WCB and the Union representative will periodically review the progress and status of employees referenced under (b) & (c) above.

#### **15.18 Benefits For Part-Time Employees**

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, and bereavement pay) an amount of equal to 14% of his/her regular straight time hourly rate for all straight time hours paid.

**NOTE:** *The parties agree that the payment of a percentage in lieu of all fringe benefits includes compensation for designated holidays.*

## **ARTICLE 16 - HEALTH AND SAFETY**

### **Health and Safety Committee**

- 16.01 The Hospital 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.
- 16.02 Recognizing its responsibilities under the applicable legislation, the Hospital agrees to accept as member of its Accident Prevention - Health and Safety Committee at least one representative selected or appointed by the Union from amongst bargaining unit employees.
- 16.03 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 safety and health.

- 16.04 The Hospital agrees to co-operate reasonably in providing necessary information to enable the Committee to fulfill its function.
- 16.05 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.
- 16.06 Any representative appointed ~~or~~ selected in accordance with 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 ~~any~~ representatives attending ~~such~~ meetings during their regularly scheduled hours of work shall not lose regular earnings as a result of such attendance.
- 16.07 Where the Hospital identifies high risk areas where employees are exposed to Hepatitis B, the Hospital will provide, at no extra cost to the employees, a Hepatitis vaccine.
- 16.08 Pregnant employees may request to be transferred from their 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~~ request, will be granted an unpaid leave of absence before commencement of the maternity leave referred to in Article 14.06.
- 16.09 **Protective Footwear**
- Effective January 1, 1989, and on that date for each subsequent ~~two~~ (2) years, the Hospital will provide \$75.00 for every ~~two~~ (2) years to each part-time employee who is required by the Hospital, ~~as~~ delineated below, to wear Safety footwear during the course of his duties.
- 16.10 The Hospital will require employees performing the following functions to wear appropriate safety footwear:
- (a) Maintenance
  - (b) Grounds
  - (c) Stores (only where frequently working in storage areas)
  - (d) Portering (as determined by the Hospital)
- 16.11 The **Union** agrees to endeavour to obtain the full co-operation of its membership in the observation of all safety rules and practices.

## **ARTICLE 17 - COMPENSATION**

### **17.01 Job Classification**

When a new classification (which is covered by the terms of this collective agreement) is established by the Hospital, the Hospital shall determine the rate of pay for such new classification and notify the local Union of the same. 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 new 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 (or arbitrator as the case may be) shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirement of such classification.

17.02 When 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 agreed to meet with the Union if requested to permit the Union to make representation with respect to the appropriate rate of pay.

17.03 If the matter is not resolved following the meeting with the Union, the matter may be referred to Arbitration as provided in the agreement within fifteen (15) days of such meeting. The decision of the Board of Arbitration (or arbitrator as the case may be) shall be based on the relationship established by comparison with rates for other classifications in the bargaining unit having regard to the requirement of such classification.

17.04 The parties further agree that any change mutually agreed to or awarded as a result of arbitration shall be retroactive only to the date that the Union raised the issue with the Hospital.

### **17.05 Promotion To A Higher Classification**

An employee who is promoted to a higher rated classification within the bargaining unit will be placed in the range of the higher rated classification so that he shall receive no less an increase in wage rate than the equivalent of one step in the wage rate of his previous classification (provided that he does not exceed the wage rate of the classification to which has been promoted).

17.06 Progression On The Wage Grid

Effective April 3, 1986, part-time employees, including casual employees, shall accumulate service for the purpose of progression on the wage grid, on the basis of one year for each 1725 hours worked.

17.07 Wages And Classification Premiums

The wage rates for all employees covered by this Collective Agreement shall be the same **as** those in Appendix "A" of the Collective Agreement between Toronto Western Hospital and C.U.P.E. Local 1744 (Full-time Service Unit).

**ARTICLE 18 - DURATION**

18.01 Term

This Agreement shall continue in effect up to and including September 28th, 1993. Unless either party notified the other party in writing, during a period of not more than ninety (90) days and not less than thirty (30) days prior to September 29th, 1993 **or** any succeeding anniversary date, of its desire to terminate or amend the Agreement, then it shall continue in effect from year to year thereafter.

18.02 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 and negotiations on local matters shall take place during the period from **120 to 60** days prior to the termination date of **this** Agreement. Negotiations on central matters shall take place during the period commencing forty-five (**45**) days prior to the termination date of this Agreement.

18.03 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 that may be determined by mutual agreement between the central negotiating committee referred to above. For such purposes, it is further understood that the central negotiating committees will meet during the sixth month prior to the month of termination of this Agreement to convey the intentions of their principals **as** to possible participation in central negotiations, if **any**, and the conditions for such central bargaining.

**ARTICLE 19 - UNIFORMS**

19.01 Each employee who is required by the Hospital to wear a uniform or jacket of the Hospital's choice shall be supplied with such wearing apparel by the Hospital which shall be laundered by the Hospital. Such apparel shall only be worn on the premises, or during personal errands on the employee's meal break.

On termination of employment, such uniform and jacket must be surrendered to the Hospital.

DATED AT TORONTO, ONTARIO, THIS 27th DAY OF April, 1994.

**FOR THE HOSPITAL**

Justin Footner  
Thomas Savage  
Nelanda Ivan.  
Loan Adley

**FOR THE UNION**

J. Y. Francis  
J. Y. Yoko  
M. J.  
K. E. ...

## ARTICLE "A" - PAY DAYS

- .01 The Hospital agrees that net pay shall be deposited every second "Thursday except when interfered with by the occurrence of a Statutory Holiday. In these cases, the Hospital will advance the pay day by one day. On each pay day each employee shall receive an itemized statement of his wages and deductions.
- .02 The Hospital agrees to make pay stubs available on the day prior to pay day to employees scheduled to work the afternoon ~~shift~~ on the day prior to pay day or when the pay day falls on the employees' day off.
- .03 The Hospital also agrees to provide employees on night ~~shift~~ on the normal pay day with their pay statements on the morning of the pay day. Pay statements shall be distributed in sealed envelopes.
- .04 When employees leave their forwarding address with the Hospital, they shall have mailed to them **any** statements which may fall due during the period of their vacation.
- .05 Where a payroll error has occurred in excess of twenty-five dollars (~~\$25.00~~) for which the Hospital is responsible and such error has been verified by the payroll department, an employee may obtain **an** advance not to exceed the amount of the error prior to the next pay day. (Part-time \$5.00).

## ARTICLE "B"

### .01 Hiring Rate

The Hospital may hire new employees at a rate higher than the starting rate set out herein, where the Hospital considers previous experience warrants a higher starting rate.



## **ARTICLE "C" - BULLETIN BOARDS**

The Hospital shall provide seven (7) bulletin boards at the following locations:

- 1) South Cafeteria
- 2) East Elevators/Main Floor
- 3) Food Services Area
- 4) McLaughlin Basement
- 5) South East Basement
- 6) ~~Edith Cavell~~ Wing
- 7) Housekeeping Area/South West Basement

It is agreed that with the exception of Union meetings, no material will be placed on the boards without prior approval of the Director of Human Resources or designate(s) and that all such notices must be signed by a recognized union officer. In the case of notices of meetings, the Secretary of the Union will be responsible for placing and removing the notices.

## **ARTICLE "D" - ~~AL~~ PROVISIONS**

The Hospital will pay ~~fifty~~ percent (50%) of the cost of printing copies of the Agreement

## **ARTICLE "E" - EXECUTIVE BOARD LEAVE**

The Hospital may provide a leave of absence without pay to Local Executive ~~Board~~ Members who work the afternoon or night shifts for up to four (4) scheduled hours in order to attend the monthly general and/or Executive ~~Board~~ meetings, provided that a written request is received ~~two~~ (2) weeks prior to the meeting and provided that, in the opinion of the Hospital, such absence does not interfere with the continuance of the efficient operations of the Hospital. The Union must ~~inform~~ the Hospital in ~~writing~~ of its members who are Executive Board Members and keep such list up to date ~~or~~ the Hospital will not be required to provide ~~such~~ leave ~~as~~ requested under this Article.

## **ARTICLE "F" - OVERTIME MEAL ALLOWANCE**

An employee who is required to **work** second consecutive full shift shall be provided at the **time** of the meal period with a hot meal or \$5.00 if the Hospital is unable to provide the hot meal. Other employees required to work more than **two** (2) hours overtime on the **same** day they have worked a full shift, after the **two** (2) **hours**, receive one half (1/2) hour paid meal period and shall be provided with a hot meal or \$5.00 if the Hospital is unable to provide the hot meal.

## **ARTICLE "G" - WAGES AND DURATION**

Retroactivity to September **29, 1991**, shall apply only to any general wage increase and shall be paid **on** the basis of hours paid since that date. The existing percentage in lieu of **benefits** **for** part-time employees will be calculated and paid on the retroactive payment for part-time employees, for the period from September **29, 1991**, to the date of effecting the increase.

Such retroactive pay shall be paid within sixty (60) days of the date of the award.

Employees who have terminated their employment since September **29, 1991**, shall **be** given notice by registered mail **within** thirty (30) days of the date of the award at their address last known by the Hospital, and shall have sixty (60) days from the date of such notice within which to claim any retroactive payment for which they may be eligible.

Retroactive pay will be paid on a separate cheque where the existing payroll system allows.

## **ARTICLE "H" - NO OTHER AGREEMENT**

**The** Hospital undertakes that it will not enter into **any** other agreement or contract with employees represented by the Union either individually or collectively which **will** conflict with any of the provisions of the agreement

## LETTER OF UNDERSTANDING NO. 1

Re *Transfer of Seniority and Service* **Between C.U.P.E. Locals 1744 and 2001 Bargaining Units and Vice Versa Within The Toronto Hospital**

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L1.01 Employees transferring **between** the divisions of **The Toronto Hospital** will be allowed to have seniority and service portable from bargaining unit to **bargaining** unit under the following circumstances:

- .01 Transfer of services
- .02 Subject to mutual agreement between the Union and the Hospital to minimize the adverse effects of a lay-off.
- .03 Filling of permanent vacant positions as per L1.02.

L1.02 Where there are **no** successful applicants to a permanent vacancy at the Division with the vacancy, employees from the other Division may be considered for **such** a vacancy before hiring outside applicants.

L1.03 **The Hospital agrees** with respect to transfer of services **from** site to site that **they** will, where **practical**, provide the Union with not **less than sixty (60) calendar days** notice but not less than thirty (30) days.

**The Hospital** will meet with the Union to discuss such moves including:

- .01 the service affected
- .02 the **names** and classifications of employees affected
- .03 the mechanics of the move **including the time frame**

L1.04 Some of the guidelines to be considered under Article L1.03 *are* as follows:

- .01 **The provisions** of the receiving **Collective Agreement** will be respected and adhered to.
- .02 Employees affected will be given the choice of moving with their service or being placed in a comparable vacant position at their existing site subject to their qualifications and indicated preferences. **The Hospital**, affected **employee(s)** and the **Union** will meet to review comparable vacant positions. If no suitable comparable position is available, the **employee(s)** shall be able to **exercise** their seniority rights including lay-off and recall as per the **Collective Agreement**.

- .03 It is understood that employees will not be transferred from **one** Division to the **other** without their consent. **In** the event they **elect** to transfer, employees will have up to **six** (6) months to request a **return** to their **former** Division. **The** time of such **return** will be subject to a comparable vacancy being available and in accordance with the job posting selection criteria provisions under the respective Collective Agreement.
- .04 No transferring employee will **suffer** a reduction in wages as a result of a transfer.
- .05 **The** transferring employee will be enrolled in the receiving Division's **benefits** plans and waiting period **will** be waived.
- .06 An employee **transferring from** Western to **General** Division will have sick leave credits converted to a sick leave bank which shall be utilized to supplement payment for sick leave days under the General Division sick leave plan which would otherwise be at less than full wages. Any remaining sick leave bank credits thereafter shall be frozen and subject to payout **on** termination of employment in accordance with the provisions of Article 13.01 of the Western Division Collective Agreement.
- .07 An employee transferring from the General to the Western Division will continue to be covered by **the** HOODIP or equivalent sick leave plan.
- .08 All employees will retain their present level of vacation entitlement or change to that of **the** receiving Division, whichever is greater.
- .09 Any transferring employee who has not completed his/her probationary period at the transferring Division will complete the balance of the period required at the receiving Division. **Those** employees who have completed probation will not **serve** a **new** probationary period.
- .10 When a employee's job is transferred to the other site, such position will **not** be posted pursuant **to** Article 9.04 of the Full-Time Collective Agreement **or** Article 9.01 of the **Part-time** Collective Agreement **unless** the employee refuses the transfer.
- .11 Employees shall not transfer **nor** be entitled to apply for a vacant position **within** the bargaining unit at the new site for **six** (6) months from the date of transfer to the new site, **unless** there are no qualified applicants at the new site.

DATED AT TORONTO, ONTARIO, THIS 27th DAY OF April, 1994.

FOR THE HOSPITAL

Victor Trostman  
Peter Potkin  
Thomas J. Gray  
Michael J. ...  
Ernest ...

FOR THE UNION

J. J. Francis  
J. J. ...  
M. J. ...  
Mohan Seegobin  
R. E. ...

## **LETTER OF UNDERSTANDING NO. 2**

### **Re: Guidelines For Use of Part-time and Temporary Employees**

The parties hereby agree to the following guidelines for the use of part-time (i.e. employees hired to work twenty-four (24) hours or less per week) and temporary employees:

- L2.01 The parties agree that during the school vacation period or during periods of short staffing, the Hospital is free to increase the number of hours worked by the above mentioned employees to that worked by full-time employees (i.e. seventy-five (75) or more hours in a two (2) week pay period).
- L2.02 The Hospital retains the right to hire students during the school vacation periods to fill vacancies created when regular full-time employees are on vacation. The parties agree that this is a past practice of the Hospital.
- L2.03 The parties agree that the employment of these students is of a temporary nature. This employment is likely to end when the school vacation period is over. The parties agree that this is a past practice of the Hospital.
- L2.04 The parties agree that these students could be scheduled to work seventy-five (75) or more hours in a two (2) week pay period. However, this does not represent a guarantee of daily or weekly hours and employees may be required to work less than thirty-seven and one half (37-1/2) hours per week, or less than seventy-five (75) hours in a two week pay period, in which case they will be paid accordingly.
- L2.05 The transfer of these students to regular part-time status (i.e. working twenty-four (24) hours or less per week) is subject to the job posting provision of the part-time Collective Agreement.
- L2.06 Whenever a temporary vacancy that is not required to be posted is created in the full-time unit (i.e. to replace an employee who will be on approved leave of absence (including vacation), absence due to W.C.B., disability, sick leave, long term disability or to perform a special non-recurring task), first preference shall be given to part-time employees within their department on the basis of seniority providing that they have the skills and ability to do the job. These employees will remain in the part-time bargaining unit while on the temporary assignment and retain all rights under the part-time Collective Agreement.
- L2.07 The Hospital will endeavour to share the hours created by the vacancy in L2.06 above on an equal basis wherever possible subject to operational requirements.

- L2.08 Subject to Article L2.06, the Hospital may hire individuals from outside the Hospital to fill temporary vacancies.
- L2.09 The Hospital will provide the Union on a monthly basis the following information with regard to temporary employees:
- a) name and status of employee;
  - b) date assignment began;
  - c) classification and department;
  - d) estimated duration of assignment where known;
  - e) where applicable, name of employee being replaced; and
  - f) where a special non-recurring task, the nature of the assignment.
- L2.10 Where a temporary job (as defined by Article 2.01 of the full-time Collective Agreement) has ended and instead, a full-time position pursuant to Article 9.04 has been posted, the Hospital will give preference to members of the part-time bargaining unit (in the department first and then unit-wide) over temporary employees who are not members of the part-time bargaining unit, provided the part-time employee has passed the probationary period and has the skills and ability to do the job.
- L2.11 In circumstances other than as outlined in Article L2.01 to L2.06 above, where part-time employees are employed in excess of 24 hours per week for four weeks in any seven week period, the position will be posted as per Article 9.04 of the full-time Collective Agreement. If the part-time employee is not then awarded the full-time position, the employee will remain in the part-time bargaining unit, subject to the terms and conditions of the part-time Collective Agreement.
- L2.12 A person employed for a temporary term pursuant to Article 2.01 who is not a member of the part-time unit will be terminated at the end of the specific assignment for which he/she was hired.
- L2.13 A person employed for a temporary term (to a maximum of six months) pursuant to Article 2.01 whose term comes to an end will not be temporarily reemployed in the same "special non-recurring task" or replace the same absent employee without the Union's consent which will not be unreasonable withheld.
- L2.14 The Hospital will provide the Union, on a quarterly basis, with a list of part-time employees with their hours worked for each two week pay period in the quarter.
- L2.15 The provisions of this Letter of Understanding may be grieved pursuant to the grievance procedure of the Collective Agreement.

L2.16 Where the situation of any such temporary employee is in contravention of the operating agreement, the employee will be terminated. or if a part-time employee, returned to part-time employment unless the parties otherwise agree.

DATED AT TORONTO, ONTARIO, THIS 27th DAY OF April, 1994.

FOR THE HOSPITAL

Victor Footman  
Peter P. Adams  
Thomas Quinn  
Nikolai Jones  
Fran Mackay  
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FOR THE UNION

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\_\_\_\_\_  
J. J. Francis  
G. G. G.  
M. M.  
Mohamed Saadati  
K. C. M.



## **LETTER OF UNDERSTANDING NO. 3**

### **Re. Health and Safety**

#### **L3.01 Preamble**

The Occupational Health & Safety Act of Ontario requires that a Joint Health & Safety Committee be established in Hospitals with twenty or more employees as well as in facilities with less than twenty employees if a designated substance is used. The Toronto Western Division of the Toronto Hospital, is committed to provide, promote and advance patient care by fostering excellence in health care delivery, teaching and research in a safe and health environment for the patients, employees, students and visitors.

#### **L3.03 Goal**

To ensure a workplace free of hazards by seeking out and eliminating causes or potential causes of injuries and illness.

#### **L3.03 Objectives**

1. To demonstrate the importance of health and safety in the hospital.
2. To ensure all health and safety concerns and suggestions of the employees are discussed, recorded and that recommendations are made.
3. to ensure that recommendations from the committee are presented clearly to the employer, who must in turn respond clearly to the recommendations.
4. To ensure that the responsibilities for health and safety are being accepted at various levels within the hospital.
5. To ensure that health and safety programs are prepared and operating effectively.
6. To ensure a mechanism for effective two-way communication on health and safety matters with management and employees.

### L3.04 Structure

1. The Joint Committee shall consist of equal representatives from management and non-management employees (workers).
2. The number of management representatives on the committee shall be equal to but not in excess of combined **union** and non-union worker representatives.
3. Management representatives shall be designated by the Senior Vice President and Chief Operating Officer.
4. The Joint Committee shall consist of representatives from all unions representing the unionized workers, representatives from non-unionized workers and representatives from management. The committee ~~will~~ consist of **the** following representatives: ONA - (2) **two**, CUPE - (2) **two**, OPSEU - (1) **one**, IUOE (1) **one**, **Non-union** Workers - (2) **two**, and (8) **eight** management representatives for a total of (16) sixteen members.
5. The representatives of unionized workers and their alternates shall be approved by their **union** locals concerned.
6. The representatives of non-unionized workers shall be elected by the **non-unionized** workers.
7. There shall be **two** co-chairpersons; one from the employer, designated by the Senior Vice-president and Chief Operating Officer and one from the employees elected by their peers of the Joint Committee. They shall alternate the chair at meetings.
8. The term of office of co-chairs will be for **two years**. Preferably, the appointment/election will take place **on** alternate **years**.
9. Elections of members to the Joint Committee will be at the end of March. **AM** appointments will become effective the **1st** of April.  
  
**AM** members who resign from the Joint Committee will be replaced **as soon** as possible.
10. The co-chairs will be responsible for ensuring that **an** election takes place for the non-union representatives.
11. Standing members unable to attend a meeting, should send an alternate, after informing a co-chair.

12. The joint Committee will have **an** Education Sub-Committee Appendix I.
13. The Manager, Occupational Hygiene will act as an advisor to the Joint Committee. He/she may participate at meetings of the committee and receive minutes and agenda. He/she will not have voting privileges.

**L3.05 Responsibilities**

1. To identify, evaluate and ensure a resolution of all matters pertaining to health and safety in the workplace.
2. To identify situations that may be a source of danger or hazard to **workers** and make recommendations to the **employer** and the workers for the improvements of the health and safety of workers. O.H. & S. **Section 8(6)**.
3. To obtain information from the employer with respect to the identification of potential or existing hazards **of** materials, process or equipment. O.H. & S. Act Section **8(6)**.
4. To recommend to the **employer and** the workers the establishment, maintenance and monitoring of programs, measures and procedures **respecting** the health or safety of workers. O.H. & S. Act Section **8(6)**.
5. To ensure that education and **training** programs **are** sufficient; that **all** employees **are** thoroughly knowledgeable of their rights, **restrictions**, responsibilities, and duties. O.H. & S. Act Section **14(2a)**.
6. To investigate thoroughly all complaints, collect **all** the facts and exchange these facts when searching for a resolution to the problem.  
  
Failure to resolve the issue **will result in an** automatic referral to the Health and Safety Advisory Service of the **Ministry** of Labour. **O.H. & S. Act** Section **8(14)**.
7. To address matters relating to **designated** substance regulations and WHMIS where applicable.
8. To deal with any health and safety matter that the Joint Committee deems appropriate.

### L3.06 Agenda

1. **The** joint Committee shall meet the last Thursday of the month at 1400 hours. There shall be at least ten meetings per year.
2. The co-chairpersons will mutually prepare an agenda and forward a copy of the agenda to all Joint Committee members at least one week **in** advance of the meeting.
3. Prior to the distribution of the agenda, Committee members may submit to the Co-chairs any items pertaining to health and safety. Committee ~~members~~ may at the meetings, present for discussion any emergency items, pertaining to health and **safety** that have not been included in the agenda. Items for discussion, exclude items which may amend, alter, subtract from or add to, any terms of the Collective Agreement.
4. All items raised from the agenda in meetings will be dealt with on the basis of ~~consensus~~ rather than by voting. Formal motions will not be used.
5. All items that are resolved will **be** reported in the minutes. Unresolved items will be placed on the agenda for the next meeting. Items unresolved ~~after~~ three meetings will be referred to a sub-committee for resolution.
6. Agenda items will be identified by a reference number and be readily available in a proper filing system.

### L3.07 Quorum

1. The Joint Committee shall have a **quorum** of one-half of its membership plus one, in order to conduct business.
2. **The** number of employer members ~~shall~~ not be greater than the number of worker members.
3. One co-chairperson must be present in order to conduct business.
4. If, for any other reason than lack of a quorum a meeting is cancelled, it will be with the approval of both co-chairpersons.

### **L3.08 Minutes of Meeting**

1. The employer will provide the secretarial role for the meeting to take minutes and be responsible for having the minutes typed, circulated, and filed within one calendar week of the meeting, or as the Committee may from time to time instruct.
2. Minutes of meetings will be reviewed, edited where necessary by the co-chairpersons, signed and circulated to all Committee members. Copies will be forwarded to the Senior Vice-President and Chief Operating Officer, **Director** of Occupational Health and to the **Manager** of Occupational Hygiene. A copy of the minutes will be posted on the Occupational Health and Safety Board.
3. **Names** of Committee members will not be used in the minutes, except for attendance and actions to be taken by Committee members.
4. Minutes will be tabled at the following meeting and will be accepted by consensus.

### **L3.09 Payments For Attendance At Meeting**

1. All time spent in attendance at Joint **Committee** meetings or in activities relating to the function of the Joint Committee will be paid for at the members' regular or premium rate of pay for performing work, and **the** time spent is to be considered **as** time at work. O.H. & S. Act **section 7(9)**.

### **L3.10 General**

1. One co-chairperson may with the consent and approval of his/her counterpart, invite any additional **person(s)** to attend the meeting to provide additional information and comment, but they **shall** not participate in the regular business of the meeting.
2. A **Ministry** of Labour inspector may attend and have voice only in Joint Committee meetings. Copies of minutes of previous **meetings** and/or written correspondence will be supplied to the inspector upon request.
3. All employees will be required to discuss their problems with their immediate supervisor before bringing it **to** the attention of the Joint Committee. The "**Reporting of Hazardous Situations**" form, **as** shown in Appendix IV shall be used.

- L3.10 4. Any amendments, deletions, or additions to these Guidelines must be on the consensus of the total Joint Committee and shall be set out in writing and attached as an appendix to these Guidelines.

L3.11 Auditing, Accident Investigation

1. The physical condition of the Toronto Western Division of The Toronto Hospital, will be inspected, not more than once a month or at such intervals as the Joint Committee may decide. O.H. & S. Act Section 8(8).
2. The Toronto Western Division will be divided into eight geographic areas for inspection. (Appendix II)
3. Each worker member of the Joint Committee will accept responsibility for one area as designated in Appendix U. The worker committee member will be accompanied by one management committee person. They will inspect the work place following O.H. & S. Act Section 8(8).
4. Time table by area for inspection. (Appendix II)
5. The members designated to an area will have thirty days to perform their tour. They will select the best days and times.
6. All health and safety concerns raised during the physical inspection will be recorded on the appropriate workplace audit form and signed by all members of the inspection team.

The third copy of the workplace audit form will be forwarded to the Joint Committee Co-chairpersons. The first and the second copies will be given to the Manager/Director of the area inspected and the original stays with the auditor.

7. Where recommendations have been made by the Inspectors the improvement(s) must be completed within mutually agreed time limits by the Inspector and the Manager/Director.
8. The Manager/Director will return the second copy to the Inspector detailing the improvement(s) completed in his/her area.
9. The Inspector will submit all completed inspection reports to the co-chairs or their designates.

- L3.11** 10. Where recommendations have been made by the Joint Committee to improve the health and safety of the workers, management will communicate in writing to the Joint Committee stating management's assessment of the problem, identification of responsibilities for a resolution, and a time frame for the resolution.
11. The Joint Committee will designate worker and management members and alternates if required, chosen by those they represent, to accompany the Ministry of Labour Inspector while carrying out Ministry inspection of the workplace.
12. The Joint Committee will designate members and alternates if required, chosen by those they represent, to investigate critical and fatal accidents and other accidents that are deemed appropriate by the co-chairpersons. Accident information is to be provided to the co-chairpersons). O.H. & S. Act Section 26(1).
13. Members of the Joint Committee representing the workers shall designate a member and alternates if required, to investigate work refusals as per geographic area. Management and the Ministry of Labour will be informed in writing of the names of the worker(s) so designated.

## APPENDIX I

### Education Sub-Committee

**This** sub-committee shall:

1. Report to the Joint Committee.
2. Have **two** liaison members; one worker representative and one management representative from the Joint Committee. They will be chosen by their peers on alternate years. They will co-chair the Education Sub-committee.
3. Submit minutes to the Joint Committee co-chairs.
4. Be comprised of four **(4)** persons who will be appointed or volunteered from management and four **(4)** persons who will be worker volunteers. The Joint committee will campaign to acquire such volunteers.
5. Have members who have been appointed for **two** years; but, preferably only half of the membership will be replaced annually.
6. **Function** in compliance with O.H. & S. Act **Section 14(2)(a)** and shall provide information **and** instructions to all **workers**.
7. Ensure that the liaison persons will inform the Joint Committee of all **progress** being made by the Committee.
8. Have at least **six (6)** information and/or instruction **sessions** each year.
9. Maintain postings of O.H. & S. Act in accordance with O.H. & S. Act Section **14(2)(h)**.
10. Ensure that the employee pays all members of this committee the same as in accordance with O.H. & S. Act Section 7(9).



## APPENDIX II

### Inspection Area/Schedule

AREA NO.	LOCATION	MONTH
#8	7th + 8th Floor	January
#7	6th + 9th Floor	February
#6	5th + 10th Floor	March
#5	4th + 11th Floor	April
#4	3rd + 12th Floor	May
#3	2nd + 13th Floor, Teaching Building	June
#2	1st + 14th Floor, Garage	September
#1	Basement, 15th Floor, Power Plant	October

**NOTE:**

- a) Every inch of the area must be inspected for safety.
- b) If an area is locked - call Security to open it!
- c) Contact Operating Rooms to facilitate access.

**LETTER OF UNDERSTANDING NO. 4**

Re: Medical Files

L4.01 Each employee shall have within the next business day, reasonable access to his/her medical file for the purpose of reviewing such file in the presence of the Director of Occupational Health or designate. An employee may request and receive a copy of specific medical information contained in this file.

DATED AT TORONTO, ONTARIO, THIS 27<sup>th</sup> DAY OF April, 1994

**FOR THE HOSPITAL**

**FOR THE UNION**

Victor Footman

Peter Pordund

Thomas Stueax

N. Frank Stueax

Fran Walsh

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J. J. Francis

G. J. [unclear]

[unclear]

Alex. [unclear]

[unclear]