

SOURCE	Hospital		
EFF.	91	09	28
TERM.	93	09	28
No. OF EMPLOYEES	71		
NOMBRE D'EMPLOYÉS	<i>[Signature]</i>		

FULL-TIME

COLLECTIVE AGREEMENT

between

THE DOCTORS HOSPITAL

(hereinafter called the "Hospital")

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1474

(FULL-TIME OFFICE AND CLERICAL UNIT)

Expires: September 28, 1993

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## ARTICLE 1 - PREAMBLE

### 1.01 - PREAMBLE

The general purpose of this Agreement is to establish and maintain **collective bargaining** relations between the Hospital and the employees covered by this Agreement; to provide for ongoing means of communication between the Union and the Hospital and the prompt disposition of grievances and the final settlement of disputes and to establish and maintain mutually satisfactory wages, hours of work and other conditions of employment in accordance with the provisions of this Agreement.

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.

### 1.02 - 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.

## ARTICLE 2 - DEFINITIONS

### 2.01 - TEMPORARY EMPLOYEE

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.

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

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

## ARTICLE 3 - RELATIONSHIP

### 3.01 - NO DISCRIMINATION

The Parties agree that there shall be no discrimination within the meaning of the Ontario Human Rights Code against any employee by the Union or the Hospital by reason of race, creed, colour, age, sex, marital status, nationality, ancestry or place of origin, family

status, handicap, sexual orientation, political affiliation or activity, or place of residence.

The Hospital and the Union further 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.

#### **ARTI 4 - STRIKES & 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 SECURITY**

##### **5.01 - T4 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 or becomes readily available through the Hospital's payroll system.

##### **5.02 - NOTIFICATION TO UNION**

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

##### **5.03 - 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 representative of the Union and the collective agreement.

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

##### **5.04 - NO OTHER AGREEMENTS**

No employee shall be required or permitted to make any written or verbal agreement with the Hospital or its representative(s) which conflicts with the terms of this agreement.

No individual employee or group of employees shall undertake to represent the Union at meetings with the hospital. without proper authorization from the Union.



## ARTICLE 6 - UNION REPRESENTATION AND COMMITTEES

### 6.01 - UNION ACTIVITY ON PREMISES AND/OR ACCESS TO PREMISES

The Union agrees that neither it, nor its officers, agents, representatives and members will engage in the solicitation of members, holding of meetings or any other Union activities on Hospital premises or on Hospital time without the prior approval of the Hospital, except as specifically provided for in this Agreement. Such approval will not be unreasonably denied.

### 6.02 - LABOUR-MANAGEMENT COMMITTEE

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:

An equal number of representatives of each party as mutually agreed shall meet at a time and place mutually satisfactory. 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.

Any representative(s) attending such meetings during their regularly scheduled hours of work shall not lose regular earnings as a result of such attendance.

It is agreed that the topic of a rehabilitation program for drug and alcohol abuse is an appropriate topic for the Labour-Management Committee.

It is also 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.

Where two or more agreements exist between a Hospital and CUPE the Committee may be a joint one representing employees under both agreements, unless otherwise agreed.

### 6.03 - LOCAL BARGAINING COMMITTEE

The Hospital agrees to recognize a negotiating committee comprised of hospital employee representatives of the Union for the purpose of negotiating a renewal agreement (as set out in the Local Provisions Appendix). 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.

### **6.03 - LOCAL BARGAINING COMMITTEE** (con't)

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 request 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 under Article 12.02.

### **6.04 - CENTRAL BARGAINING COMMITTEE**

In 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 Hospitals' 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.

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

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 Hospitals accordingly.

### **6.05 - UNION STEWARDS**

The Hospital agrees to recognize Union stewards to be elected or appointed from amongst employees in the bargaining unit who have completed their probationary period for the purpose of dealing with Union business as provided under this Collective Agreement.

A Chief Steward or designate may, in the absence of any steward, assist in the presentation of any grievance, or with any steward function.

The Union shall keep the Hospital notified in writing of the names of Union stewards appointed or selected under this Article as well as the effective date of their respective appointments.

It is agreed that Union stewards have their regular duties and responsibilities to perform for the Hospital and shall not leave their regular duties without first obtaining permission from their immediate supervisor.

**6.05 - UNION STEWARDS** (con't)

If, in the performance of his duties, a Union steward is required to enter an area within the Hospital in which he is not originally employed, he shall report his presence to the supervisor in the area immediately upon entering it. Such permission shall not be unreasonably withheld. When resuming his regular duties and responsibilities, such steward shall again report to his immediate supervisor. A Union steward shall suffer no loss of earnings for time spent in performing the above duties during his regular scheduled working hours.

Nothing in this Article shall preclude full-time stewards from representing part-time employees and vice-versa.

The number of stewards and the areas which they represent, are to be determined locally.

**6.06 - GRIEVANCE COMMITTEE**

The Hospital will recognize a Grievance Committee composed of the Chief Steward and not more than (as set out in Local Provisions Appendix) employees selected by the Union who have completed their probationary period. A general representative of the Union may be present at any meeting of the Committee. The purpose of the Committee is to deal with complaints or grievances as set out in this Collective Agreement.

The Union shall keep the Hospital notified in writing of the names of the members of the Grievance Committee appointed or selected under this Article as well as the effective date of their respective appointments.

A Committee member shall suffer no loss of earnings for time spent during their regular scheduled working hours in attending grievance meetings with the Hospital up to, but not including arbitration. The number of employees on the grievance Committee shall be determined locally.

**ARTICLE 7 - GRIEVANCE AND ARBITRATION PROCEDURE**

- 7.01 For purposes 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.
- 7.02 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 the case of suspension or discharge the Hospital shall notify the employee of this right in advance.
- 7.03 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 the 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 meeting. The decision of the Hospital shall be delivered in writing within nine (9) calendar days following the date of such meeting.

- 7.04 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.

**ARTICLE 7 - GRIEVANCE AND ARBITRATION PROCEDURE (con't)**

7 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 reasonably 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.

7.06 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 seven (7) 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.

Wherever 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.

7.07 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.

7.08 All agreements 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.

**ARTICLE 7 - GRIEVANCE AND ARBITRATION PROCEDURE** (con't)

- 7.09 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 seven (7) 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 a 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.
- 7.10 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 7.11 No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the Grievance Procedure.
- 7.12 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.
- 7.13 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.
- 7.14 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.
- 7.15 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.
- 7.16 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.

## ARTICLE 8 - ACCESS TO FILES

### 8.01 - ACCESS TO PERSONNEL FILE

Each employee shall have 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 Personnel or designate. An employee has the right to request copies of any evaluations in this file.

### 8.02 - CLEARING OF RECORD

No written notice of censure shall be maintained in an employee's file for more than twelve months providing no similar offence was committed during this period.

## ARTICLE 9 - SENIORITY

### 9.02 - 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 the 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.

### 9.02 - DEFINITION OF SENIORITY

Full-time employees will accumulate seniority on the basis of their continuous service in the bargaining unit from the last date of hire, except as otherwise provided herein.

Seniority will operate on a bargaining unit wide basis.

Notwithstanding the above, employees hired prior to October 10, 1986 will be credited with the seniority they held under the Agreement expiring September 28, 1985 and will thereafter accumulate seniority in accordance with this Article.

### 9.03 - LOSS OF SENIORITY

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

- (a) resigns;
- (b) is discharged and not reinstated through the grievance/arbitration procedure;

### **9.03 - LOSS OF SENIORITY (con't)**

is retired;

is absent from scheduled work for a period of three or more consecutive working days without notifying the Hospital of such absence and providing to the Hospital a satisfactory reason;

has been laid off for twenty-four (24) months;

if the employee has been laid off and fails to return to work within seven (7) calendar days after that employee has been notified by the Hospital through registered mail addressed to the last address on the records of the Hospital, subject to any special provisions regarding temporary vacancies noted under the heading of Layoff and Recall;

is absent due to illness or disability for a period of thirty (30) calendar months from the time the disability or illness commenced.

### **9.04 - EFFECT OF ABSENCE**

- (a) It is understood that during an approved unpaid absence not exceeding thirty (30) continuous days or any approved absence paid by the Hospital, both seniority and service will accrue.
- (b) During an unpaid absence exceeding thirty (30) continuous calendar days, credit for service for purposes of salary increment, vacation, sick leave, or any other benefits under any provisions of the Collective Agreement or elsewhere, shall be suspended for the period of the absence in excess of thirty (30) continuous calendar days, the benefits concerned appropriately reduced on a pro rata basis and the employee's anniversary date adjusted accordingly. In addition, the employee will become responsible for full payment of any subsidized employee benefits in which he/she is participating for the period of absence, except that the Hospital will continue to pay its share of the premiums up to eighteen (18) months while an employee is in receipt of W.C.B. benefits. Notwithstanding this provision, service shall accrue for a period of fifteen (15) weeks if an employee's absence is due to a disability resulting in W.C.B. benefits.
- (c) It is further understood that during such unpaid absence, credit for seniority for purposes of promotion, demotion, transfer or lay-off shall be suspended and not accrue during the period of absence. Notwithstanding this provision seniority shall accrue during maternity or adoption leave, or for a period of eighteen (18) months if an employee's absence is due to a disability resulting in W.C.B. benefits\*, or for a period of one (1) year if an employee's unpaid absence is due to an illness.



## **9.05 - JOB POSTING**

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. Applications for such vacancy shall be made in writing within the seven (7) day period referred to herein.

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.

In matters of promotion and staff transfer appointment shall be made of the senior applicant able to meet the normal requirements of the job.

The name of the successful applicant will be posted on the bulletin board for a period of seven (7) calendar days.

Where there are no successful applicants from within this bargaining unit for vacant positions referred to in this Article, employees in other CUPE 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 in accordance with this Article.

The successful applicant shall be allowed a trial period of up to thirty (30) days, 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.

A list of vacancies filled in the preceding month under this article and the names of the successful applicants will be posted, with a copy provided to the Union.

The Hospital shall have the right to make a temporary appointment until such position procedure has been complied with and arrangements have been made to permit the person elected to fill the vacancy to be assigned to the job concerned.

There shall only be one posting with respect to each vacancy. The Hospital is not required to consider an employee who has been transferred as a result of this provision in the previous six months.

The notice of vacancy shall contain the following: Nature of position, required qualifications, ability and skills, the shift, and the salary for the classifications.

## **9.05 - JOB POSTING** (con't)

It is agreed that the Hospital has the right to fill temporary vacancies as stated elsewhere in the contract. Without nullifying these provisions the Hospital shall consider the following principles:

- (a) Temporary vacancies will not be posted.
- (b) Preference will be given to the senior employee providing he has the required skill and ability to fulfil the normal requirements of the positions.
- (c) The Hospital agrees that a temporary vacancy shall be one that is a duration of ninety days, or less except in the case of pregnancy leave when the entire leave shall be considered as a temporary vacancy. If the decision is to consider the vacancy permanent, normal posting procedures will be followed.

## **.06 - NSFER AND SENIOR OUTSIDE THE BARGAINING UNIT**

Effective for employees transferred out of the bargaining unit subsequent to May 10, 1985:

- (a) 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 6 months. Such employees on temporary assignments shall remain members of the bargaining unit.
- (b) An employee who is transferred to a position outside the bargaining unit shall not, subject to (c) below, accumulate seniority. 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 unit.
- (c) In the event an employee transferred out of the bargaining unit under (b) above is returned to the bargaining unit within a period of six calendar months he shall accumulate seniority during the period of time outside the bargaining unit.

**Note:** Employees outside the bargaining unit as of May 10, 1985 will be credited with whatever seniority they held under the collective agreement expiring September 28, 1984 should they be returned to the bargaining unit subsequent to May 10, 1985.

## **9.07 - TRANSFER OF SENIORITY AND SERVICE**

Effective May 10, 1985 and for employees who transfer subsequent to May 10, 1985:

For application of seniority for purposes of promotion, demotion, transfer, layoff and recall and service for purposes of vacation entitlement and wage progression:

**9.07 - TRANSFER OF SENIORITY AND SERVICE (con't)**

- (i) an employee whose status is changed from full-time to part-time shall receive full credit for his seniority and service;
- (ii) 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 1725 hours worked.

The above-noted employee shall be allowed a trial period of up to thirty (30) days, 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 without loss of seniority to his former duties on the same shift in the same department and at the appropriate rate of pay, subject to any changes which would have occurred had he not transferred.

**9.08 - NOTICE OF LAYOFF**

(a) Notice

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

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

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

(b) Redeployment Committee

At each Hospital a **Redeployment** Committee will be established not later than two (2) weeks after the notice referred to in 9.08 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 layoff(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;

9.08 - NOTICE OF LAYOFF (con't)

- (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 9.11, 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.

**9.08 - NOTICE OF LAYOFF** (con't)

(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 layoff(s) to the District Health Council or to the Ministry of Health, the Hospital shall provide a copy, together with accompanying documentation, to the Union.

**9.09 - LAYOFF AND RECALL**

An employee in receipt of notice of layoff pursuant to 9.08(a)(ii) may:

- (a) accept the layoff; or
- (b) opt to receive a separation allowance as outlined in Article 9.12; or
- (c) opt to retire, if eligible under the terms of the Hospitals of Ontario Pension Plan (HOOPP) as outlined in Article 18.03(b); or
- (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 layoff 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 9.08.

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

Note: For purposes of the operation of clause (d), 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.

9.08 - NOTICE OF LAYOFF (con't)

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 layoff other than a layoff of a permanent or long-term nature shall have the right to accept the layoff or displace another employee in accordance with (a) and (d) above.

An employee shall have opportunity of recall from a layoff 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 layoff should it become vacant within six (6) months of being recalled.

No new employees shall be hired until all those laid off have been given an opportunity to return to **work** and have failed to do so, in accordance with the loss of seniority provision, or have been found unable to perform the work available.

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

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.

In the event of a layoff of an employee, the Hospital shall pay its share of insured benefits premiums for the duration of the six-month notice period provided for in Article 9.08.

## **9.10 - BENEFITS ON LAYOFF**

In the event of a lay-off of an employee, the Hospital shall pay its share of insured benefits premiums up to the end of the month in which the layoff occurs.

The employee may, if possible under the terms and conditions of the insurance benefits programmes, continue to pay the full premium cost of a benefit or benefits for up to three months following the end of the month in which the layoff occurs. Such payment can be made through the payroll office of the Hospital provided that the employee informs the Hospital of his or her intent to do so at the time of the lay-off, and arranges with the Hospital the appropriate payment schedule.

## **9.11 - RETRAINING**

### **(a) Retraining for Positions within the Hospital**

Where, with the benefit of retraining of up to six (6) months, an employee who has either accepted the layoff 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 9.08(b)(i):

- (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 cooperate so that employees who have received notice of permanent layoff and been approved for retraining in order to prevent a layoff will have their work schedules adjusted in order to enable them to participate in the retraining, and scheduling and seniority requirements may be 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 layoff 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.

## 9.11 - RETRAINING (con't)

### (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 9.11(a)(i).

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

### (c) Regional Redeployment Committee

A joint committee of the participating hospitals and local unions identified in Appendix "A" shall meet prior to June 30, and will establish Regional Redeployment Committees to identify employment opportunities and to facilitate and arrange 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.

## 9.12 - SEPARATION ALLOWANCES

- (a) Where an employee resigns within 30 days after receiving notice of layoff pursuant to article 9.08(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 30 days after receiving notice pursuant to Article 9.08(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.



### **9.13 - PORTABILITY OF SERVICE**

n 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.

### **9.14 - TECHNOLOGICAL CHANGE**

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.

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 affect, if any, upon employees concerned.

Where new or greater skills are required than are already possessed by affected employees under the present methods of operation, such employees shall be given a period of training, with due consideration being given to the employee's age and previous educational background, during which they may perfect or acquire the skills necessitated by the new method of operation. The employer will assume the cost of tuition and travel. There shall be no reduction in wage or salary rates during the training period of any such employee. Training shall be given during the hours of work whenever possible and may extend for up to six months.

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

## **ARTICLE 10 - CONTRACTING OUT**

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

## **10.02 - CONTRACTING IN**

Further to Article 9.08(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.

## **ARTICLE 11 - WORK OF THE BARGAINING UNIT**

### **11.01 - WORK OF THE BARGAINING UNIT**

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

### **11.02 - VOLUNTEERS**

The use of volunteers to perform bargaining unit work, as covered by this agreement, shall not be expanded beyond the extent of existing practice as of June 1, 1986.

Effective October 1, 1990, the Hospital shall submit to the Union figures indicating the number of volunteers as of September 20, 1990. Thereafter, the Hospital shall submit to the Union, at three month intervals, the number of volunteers for the current month and the number of hours worked.

## **ARTICLE 12 - LEAVES OF ABSENCE**

### **12.01 - PERSONAL LEAVE**

Written request for a personal leave of absence without pay will be considered on an individual basis by the Hospital. Such requests are to be submitted to the employee's immediate supervisor at least four (4) weeks in advance, unless not reasonably possible to give such notice, and a written reply will be given within 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.

## **12.02 - UNION BUSINESS**

The Hospital shall grant leave of absence without pay to employees to attend Union conventions, seminars, education classes and other Union business in connection with the administration of the collective agreement provided that such leave will not interfere with the efficient operation of the Hospital. Such leave will not be unreasonably denied.

In requesting such leave of absence for an employee or employees, the Union must give at least twenty-one (21) days clear notice in writing to the Hospital, unless not reasonably possible to give such notice.

The cumulative total leave of absence, the number of employees that may be absent at any one time from any one area, and the number of days of absence shall be negotiated locally and are set out in the Local Provisions Appendix.

During such leave of absence, the employee's salary and applicable benefits shall be maintained by the Hospital on the basis of what his normal regular hours of work would have been, provided that the Union reimburses the Hospital in the amount of such salary and applicable benefits within thirty (30) days of billing.

Notwithstanding the above, time spent by the eight (8) Executive Board members of the Ontario Council of Hospital Unions to fulfil the duties of the position shall be in addition to leave for Union Business under this clause.

## **12.03 (A) FULL-TIME POSITION WITH THE UNION**

Upon application by the Union, in writing, the Hospital shall grant leave of absence, without pay, to an employee elected or appointed to full-time Union office. It is understood that no more than one (1) employee in the bargaining unit may be on such leave at the same time. Such leave shall be for a period of one (1) calendar year from the date of appointment unless extended for a further specific period by agreement of the parties.

Seniority shall accumulate for employees during such leave on the basis of what his normal regular hours of work would have been. Service shall accumulate for employees during such leave to the maximum provided, if any, under the provisions of the collective agreement. It will become the responsibility of the employee for full payment of any applicable benefits in which the employee is participating during such leave of absence.

The employee shall notify the Hospital of his intention to return to work at least four (4) weeks prior to the date of such return. The employee shall be returned to his former duties on the same shift in the same department and at the appropriate rate of pay, subject to any changes which would have occurred had the employee not been on leave.

Notwithstanding Article 2.01, the Hospital may fill the vacancy resulting from such leave on a temporary basis.

### **12.03 (B) - LEAVE FOR OCHU PRESIDENT**

Upon application in writing by the Union on behalf of the employee to the Hospital, a leave of absence without pay shall be granted to such employee(s) elected to the position of the President of the Ontario Council of Hospital Unions for period(s) of up to two (2) years. It is understood, however, that during such leave the employee shall be deemed to be an employee of the Union.

There shall be no loss of service or seniority during such leave of absence and the employee shall accumulate service and seniority on the basis of what his normal regular hours of work would have been. During such leave of absence, the employee's salary and applicable benefits shall be maintained by the Hospital on the basis of what his normal regular hours of work would have been, provided that the Union reimburses the Hospital in the amount of such salary and applicable benefits within thirty (30) days of billing.

The employee agrees to notify the Hospital of his intention to return to work at least four (4) weeks prior to the date of such return. The employee shall be returned to his former duties on the same shift in the same department and at the appropriate rate of pay, subject to any changes which would have occurred had the employee not been on leave.

Notwithstanding Article 2.01, the Hospital may fill the vacancy resulting from such leave on a temporary basis.

### **12.04 - BEREAVEMENT LEAVE**

Any employee who notifies the Hospital as soon as possible following a bereavement will be granted bereavement leave for three (3) consecutive calendar days off without loss of regular pay from regularly scheduled hours in conjunction with the death of the spouse, child, parent, sister, brother, mother-in-law, father-in-law, grandparent, grandchild, brother-in-law, sister-in-law or grandparent of spouse. The Hospital, in its discretion, may extend such leave with or without pay. Where an employee does not qualify under the above-noted conditions, the Hospital may, nonetheless, grant a paid bereavement leave. For the purpose of bereavement leave, the relationships specified in the preceding clause are deemed to include a common-law spouse and a partner of the same sex.

### **12.05 - JURY & WITNESS DUTY**

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

- (a) notifies the Hospital immediately on the employee's notification that he will be required to attend at court;
- (b) presents proof of service requiring the employee's attendance;

## **12.05 - JURY & WITNESS DUTY (con't)**

- (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 a full-time 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 than he is scheduled to work that day, the Hospital will attempt to reschedule the shift to include the time spent at such hearing. It is understood that any rescheduling shall not result in the payment of any premium pay.

Where the Hospital is unable to reschedule the employee and, as a result, he 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.

## **12.06 - PREGNANCY LEAVE**

- (a) Pregnancy leave will be granted in accordance with the provisions of the Employment Standards Act except where amended in this provision. The service requirement for eligibility for pregnancy leave shall be thirteen (13) weeks of continuous service.
- (b) The employee shall give written notification at least two (2) weeks in advance of the date of commencement of such leave and the expected date of return. At such time she shall also furnish the Hospital with the certificate of a legally qualified medical practitioner stating the expected birth date.
- (c) The employee shall reconfirm her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Hospital at least two (2) weeks in advance thereof.
- (d) Effective on confirmation by the Unemployment Insurance Commission of the appropriateness of the Hospital's supplementary Unemployment Benefit (SUB) Plan, an employee who is on pregnancy leave as provided under this Agreement who has applied for and is in receipt of Unemployment Insurance pregnancy benefits pursuant to Section 18 of the Unemployment Insurance Act, shall be paid a supplemental unemployment benefit for a period not exceeding fifteen (15) weeks. The supplement shall be equivalent to the difference between ninety-three percent (93%) of her normal weekly earnings and the sum of her weekly unemployment insurance benefits and any other earnings. Receipt by the Hospital of the employee's unemployment insurance cheque stubs shall constitute proof that she is in receipt of Unemployment Insurance pregnancy benefits.

## **12.06 - PREGNANCY LEAVE**

The employee's normal weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours plus any wage increase or salary increment that she would be entitled to receive if she were not on pregnancy leave.

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.

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

## **12.07 - PARENTAL LEAVE**

- (a) Parental leaves will be granted in accordance with the provisions of the Employment Standards Act except where amended in this provision. The service requirement for eligibility for parental leave shall be thirteen (13) weeks of continuous service.
- (b) An employee, who qualifies for parental leave, other than an adoptive parent, shall give written notification of at least two (2) weeks in advance of the date of the commencement of such leave and the expected date of return.
- (c) For the purposes of this Article, parent shall be defined to include a person with whom a child is placed for adoption and a person who is in a relationship of some permanence with a parent of a child and who intends to treat the child as his or her own.

## 12.07 - PARENTAL LEAVE (con't)

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

An employee who is an adoptive parent may extend the parental leave for such greater time as may be required by the adoption agency concerned to a maximum total of **six** (6) months.

An employee shall reconfirm his or her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Hospital at least two (2) weeks in advance thereof.

- (e) Effective on confirmation by the Unemployment Insurance commission of the appropriateness of the Hospital's Supplemental Unemployment Benefit (SUB) Plan, an employee who is on parental leave as provided under this Agreement who has applied for and is in receipt of Unemployment Insurance parental benefits pursuant to Section 18 of the Unemployment Insurance Act, shall be paid a supplemental unemployment benefit for a period not exceeding ten (10) weeks. That benefit shall be equivalent to the difference between ninety-three percent (93%) of the employee's normal weekly earnings and the sum of his or her weekly Unemployment Insurance benefits and any other earnings. Receipt by the Hospital of the employee's unemployment insurance cheque stub will serve as proof that the employee is in receipt of unemployment parental benefits.
- (f) Credits for service and seniority shall accumulate for a period of up to eighteen (18) weeks while an employee is on parental leave.
- (g) The Hospital will continue to pay its share of the premiums of the subsidized employee benefits, including pension, in which the employee is participating for a period of up to eighteen (18) weeks while the employee is on parental leave.
- (h) Subject to any changes to the employee's status which would have occurred had he or she not been on parental leave, the employee shall be reinstated to her former duties, on the same shift in the same department, and at the same rate of pay.

## 12.08 - 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.

## **12.08 - EDUCATION LEAVE** (con't)

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.

## **12.09 - PRE-PAID LEAVE PLAN**

Effective March 31, 1993, the Hospital agrees to introduce a pre-paid program, funded solely by the employee subject to the following terms and condition:

- (a) The plan is available to employees wishing to spread four (4) years' salary over a five (5) year period, in accordance with Part LXVIII of the Income Tax Regulations, Section 6801, to enable them to take a one (1) year leave of absence following the four (4) years of salary deferral.
- (b) The employee must make written application to the Hospital at least six (6) months prior to the intended commencement date of the program (i.e. the salary deferral portion) stating the intended purpose of the leave.
- (c) The number of employees that may be absent at any one time shall be determined between the local parties. The year for purposes of the program shall be September 1 of one year to August 31 the following year or such other twelve (12) month period as may be agreed upon by the employee, the local Union and the Hospital.
- (d) Where there are more applications than spaces allotted, seniority shall govern.
- (e) During the four (4) years of salary deferral, 20% of the employee's gross annual earnings will be deducted and held for the employee and will not be accessible to the employee until the year of the leave or upon withdrawal from the plan.
- (f) The manner in which the deferred salary is held shall be at the discretion of the Hospital.
- (g) All deferred salary, plus accrued interest, if any, shall be paid to the employee at the commencement of the leave or in accordance with such other payment schedule as may be agreed upon between the Hospital and the employee.
- (h) All benefits shall be kept whole during the four (4) years of salary deferral. During the year of the leave, seniority will accumulate. Service for the purpose of vacation and salary progression and other benefits will be retained but will not accumulate during the period of leave. The employee shall become responsible for the full payment of premiums for any health and welfare benefits in which the employee is participating. Contributions to the Hospitals of Ontario Pension Plan will be in accordance with the Plan. The employee will not be eligible to participate in the disability income plan during the year of the leave.



## **12.09 - PRE-PAID LEAVE PLAN** (con't)

- (i) An employee may withdraw from the plan at any time during the deferral portion provided three (3) months notice is given to the Hospital. Deferred salary, plus accrued interest, if any, will be returned to the employee within a reasonable period of time.
- (j) If the employee terminates employment, the deferred salary held by the Hospital plus accrued interest, if any, will be returned to the employee within a reasonable period of time. In case of the employee's death, the funds will be paid to the employee's estate.
- (k) The Hospital will endeavour to find a temporary replacement for the employee as far in advance as practicable. If the Hospital is unable to find a suitable replacement, it may postpone the leave. The Hospital will give the employee as much notice as is reasonably possible. The employee will have the option of remaining in the Plan and rearranging the leave at a mutually agreeable time or of withdrawing from the Plan and having the deferred salary, plus accrued interest, if any paid out to the employee within a reasonable period of time.
- (l) The employee will be reinstated to his or her former position unless the position has been discontinued, in which case the employee shall be given a comparable job.
- (m) Final approval for entry into the pre-paid leave program will be subject to the employee entering into a formal agreement with the Hospital in order to authorize the Hospital to make the appropriate deductions from the employee's pay. Such agreement will include:
  - (i) A statement that the employee is entering the pre-paid leave program in accordance with this Article of the collective agreement.
  - (ii) The period of salary deferral and the period for which the leave is requested.
  - (iii) The manner in which the deferred salary is to be held.

The letter of application from the employee to the Hospital to enter the prepaid leave program will be appended to and form part of the written agreement.

## **ARTICLE 13 - SICK LEAVE, INJURY & DISABILITY**

### **13.01 - SICK LEAVE**

Sick leave will be granted on the following basis:

Effective date of signing, sick leave entitlement shall be accumulated at the rate of a day and one-half per month to a maximum of one hundred days.

### **13.01 - SICK LEAVE** (con't)

On completion of 45 worked days a permanent employee will be granted sick leave privileges for the period between forty-five worked days and the 1st of the month following three months service. Accrued credits of four and one-half days will be granted minus any sick leave paid for during the period of forty-five worked days and the 1st day of the month following three months of service.

Absence for sickness or accident compensable under the Workers' Compensation Act will not be charged against sick leave credits.

### **Preventive Medical and Dental Care**

Employees may be allowed to use accumulated sick leave credits in order to engage in personal preventive medical health and dental care. Permission will not be unreasonably withheld provided adequate notice is given in advance. On request, employees will be required to provide proof of attendance for the preventive medical or dental care concerned.

### **13.02 - 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 and there shall be no deduction from sick leave or other credits.

### **13.03 - PAYROLL DEDUCTION FOR UNION SPONSORED LTD PLAN**

The Hospital will provide payroll deduction for the union-sponsored LTD plan where a majority of those eligible in the bargaining unit indicate a willingness to have the premium cost deducted from their wages. The Union shall be responsible for ascertaining the wishes of its members in this regard.

### **13.04 - PAYMENT PENDING DETERMINATION OF WCB CLAIMS**

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

## ARTICLE 14 - HOURS OF WORK

### 14.01 - DAILY & WEEKLY HOURS OF WORK

The standard work day for all employees shall be seven and one-half hours exclusive of one-half hour unpaid meal break, and the standard work week shall be thirty-seven and one-half hours averaged over a four week period. The meal period shall be an uninterrupted period except in **cases** of emergency.

### 14.02 - REST PERIODS

The Hospital will schedule one fifteen minute rest period for each full half scheduled shift.

### 14.03 - ADDITIONAL REST PERIODS

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

## ARTICLE 15 - PREMIUM PAYMENT

### 15.01 - DEFINITION OF REGULAR STRAIGHT TIME RATE OF PAY

The regular straight time rate of pay is that prescribed in Wage Schedule A of the Collective Agreement.

### 15.02 - DEFINITION OF OVERTIME

Authorized work performed in excess of seven and one-half hours in a day or one hundred and fifty hours in a four week period or work performed on an employee's scheduled day of rest shall be paid for at the rate of one and one-half times the employee's regular straight time rate of pay.

### 15.03 - OVERTIME PREMIUM AND NO PYRAMIDING

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

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.

### 15.04 - TIME OFF IN LIEU OF OVERTIME

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

Time off in lieu may be taken on a mutually agreed upon basis between the employee and the Hospital, such time off will be the equivalent of the premium rate the employee has earned for working overtime. The Hospital shall revert to payment of premium rate if time off is not taken within sixty (60) calendar days.

#### **15.05 - REPORTING PAY**

Employees who report for any scheduled shift will be guaranteed at least four (4) hours of work, or if no work is available will be paid at least four (4) hours except when work is not available due to conditions beyond the control of the Hospital. The reporting allowance outlined as herein shall not apply whenever an employee has received prior notice not to report for work. Part-time employees scheduled to work less than 7 1/2 hours per day will receive a pro-rated amount of reporting pay.

#### **15.06 - CALL BACK**

Where employees are called back to work after having completed a regular shift, and prior to the commencement of their next regular shift, they shall receive a minimum of four (4) hours of work or four (4) hours pay at the rate of time and one-half their regular hourly earnings. Superior provisions shall remain.

#### **15.07 - STANDBY**

An employee who is required to remain available for duty on standby, outside the normal working hours for that particular employee, shall receive standby pay in the amount of \$2.00 per hour for all hours on standby.

Standby pay shall, however, cease where an employee is called into work under Article 15.06 above and works during the period of standby.

#### **15.08 - TEMPORARY TRANSFER**

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

Where a Hospital temporarily assigns an employee to carry out the assigned responsibilities of a classification outside the bargaining unit for a period in excess of one-half of one shift, the employee shall receive an allowance of \$4.00 for each shift from the time of the assignment.

#### **15.09 - SHIFT AND WEEKEND PREMIUM**

Employees shall be paid a shift premium of forty-five cents (45¢) per hour for all hours worked where the majority of their scheduled hours fall between 1500 and 0700 hours. The same forty-five (\$0.45) per hour will be paid as weekend premium for all hours worked between 2330 hours Friday and 2330 hours Sunday. (Local Agreement).

## ARTICLE 16 - HOLIDAYS

### 16.01 - NUMBER OF HOLIDAYS

There shall be twelve (12) holidays and these holidays are set out in the Local Provisions Appendix.

Should the Hospital be required to observe an additional paid holiday as a result of legislation, it is understood that one of the existing holidays recognized by the Hospital shall be established as the legislated holiday after discussion with the Union, so that the Hospital's obligation to provide the number of paid holidays as noted above remains unchanged.

### 16.02 - DEFINITION OF HOLIDAY PAY AND QUALIFIERS

Holiday pay will be computed on the basis of the employee's regular straight time hourly rate of pay times the employee's normal daily hours of work.

In order to qualify for holiday pay for any holiday, as set out in the Local Provisions Appendix, or to qualify for a lieu day an employee must complete her scheduled shift on each of the working days immediately prior to and following the holiday except where absence on one or both of the said qualifying days is due to a satisfactory reason.

An employee who was scheduled to work on a holiday, as set out in the Local Provisions Appendix, and is absent shall not be entitled to holiday pay or to a lieu day to which she would otherwise be entitled unless such absence was due to a satisfactory reason.

An employee who qualifies to receive pay for any holiday or a lieu day will not be entitled, in the event of illness, to receive sick pay in addition to holiday pay or a lieu day in respect of the same day.

### 16.03 - PAYMENT FOR WORKING ON A HOLIDAY

If an employee is required to work on any of the holidays set out in the local Appendix the employee shall be paid at the rate of time and one half ( $1\frac{1}{2}$ ) her regular straight time hourly rate of pay for all hours worked on such holiday subject to Article 16.04.

In addition, if the employee qualifies in accordance with Article 16.02 above the employee will receive a lieu day off with pay in the amount of the employee's regular straight time hourly rate of pay times the employee's normal daily hours of work.

**NOTE:** Other provisions if any, relating to the scheduling of lieu days or relating to the payment of holiday pay instead of receiving a lieu day off are located in the Local Provisions Appendix.

#### **16.04 - PAYMENT FOR WORKING OVERTIME ON A HOLIDAY**

Where an employee is required to work authorized overtime in excess of his regularly scheduled hours on a paid holiday, such employee shall receive twice his regular straight time hourly rate for such authorized overtime.

#### **ARTICLE 17 - VACATIONS**

##### **17.01 - FULL-TIME VACATION ENTITLEMENT, QUALIFIERS AND CALCULATION OF PAYMENT**

Effective the anniversary date occurring on or after September 29, 1989, vacation entitlement shall be as follows:

An employee who has completed one (1) year but less than two (2) years of continuous service shall be entitled to two (2) weeks annual vacation, with pay.

An employee who has completed two (2) years but less than five (5) years of continuous service shall be entitled to three (3) weeks annual vacation, with pay.

An employee who has completed five (5) years but less than fifteen (15) years of continuous service shall be entitled to four (4) weeks annual vacation, with pay.

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

An employee who has completed twenty-five (25) years or more of continuous service shall be entitled to six (6) weeks annual vacation, with pay.

Vacation pay shall be calculated on the basis of the employee's regular straight time rate of pay times their normal weekly hours of work, subject to the application of Article 9.04, Effect of Absence.

##### **17.02 - WORK DURING VACATION**

Should an employee who has commenced his scheduled vacation and agrees upon request by the Hospital to return to perform work during the vacation period, the employee shall be paid at the rate of one and one-half (1½) times his 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 has so worked.

##### **17.03 - ILLNESS DURING VACATION**

Where an employee's scheduled vacation is interrupted due to serious illness, which commenced prior to and continues into the scheduled vacation period, the period of such illness shall be considered sick leave.

### **17.03 - ILLNESS DURING VACATION** (con't)

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 sick leave.

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

## **ARTICLE 18 - HEALTH & WELFARE**

### **18.01 - INSURED BENEFITS**

The Hospital agrees, during the term of the Collective Agreement, to contribute towards the premium coverage of participating eligible employees in the active employ of the Hospital under the insurance plans set out below subject to their respective terms and conditions including any enrollment requirements:

- (a) The Hospital agrees to pay 100% of the billed premium towards coverage of eligible employees in the active employ of the Hospital under the Blue Cross Semi-Private Plan or comparable coverage with another carrier.
- (b) The Hospital agrees to contribute 75% of the billed premium towards coverage of eligible employees in the active employ of the Hospital under the existing Blue Cross Extended Health Care Benefits Plan (as amended below) or comparable coverage with another carrier providing for \$15.00 (single) and \$25.00 (family) deductible, providing the balance of monthly premiums is paid by the employee through payroll deductions. Vision care maximum \$90.00 every 24 months and hearing aide allowance \$500.00 lifetime maximum.
- (c) The Hospital agrees to contribute 100% of the billed premium towards coverage of eligible employees in the active employ of the Hospital under HOOGLIP or such other group life insurance plan currently in effect providing the balance of the monthly premium is paid by the employee through payroll deductions.
- (d) The Hospital agrees to contribute 75% of the billed premiums towards coverage of eligible employees in the active employ of the Hospital under the Blue Cross #9 Dental Plan or comparable coverage with another carrier (based on the current ODA fee schedule as it may be updated from time to time) providing the balance of the monthly premiums are paid by the employee through payroll deduction.
- (e) The Hospital will provide equivalent coverage to all employees who retire early and have not yet reached age 65 and who are in receipt of the Hospital's pension plan benefits on the same basis as is provided to active employees for semi-private, extended health care and dental benefits. The Hospital will contribute the same portion towards the billed premiums of these benefits plans as is currently contributed by the Hospital to the billed premiums of active employees.

### **18.01 - INSURED BENEFITS** (con't)

The early retired employee's share towards the billed premium of the insured benefit plans will be deducted from his or her monthly pension cheque.

- (f) A copy of all current master policies of the benefits referred to in this Article shall be provided to the Union.

### **18.02 - CHANGE OF CARRIER**

It is understood that the Hospital may at any time substitute another carrier for any plan (other than OHIP) provided the benefits conferred thereby are not in total decreased. Before making such a substitution, the Hospital shall notify the Union to explain the proposed change and to ascertain the views of the employees. Upon a request by the Union, the Hospital shall provide to the Union, full specifications of the benefit programmes contracted for and in effect for employees covered herein.

### **18.03(a) - PENSION**

All present employees enrolled in the Hospital's pension plan shall maintain their enrolment in the plan subject to its terms and conditions. New employees and employees not yet eligible for membership in the plan shall, as a condition of employment, enroll in the plan when eligible in accordance with its terms and conditions.

### **18.03(b) - RETIREMENT ALLOWANCE**

Prior to issuing notice of layoff pursuant to article 9.08(a)(ii) in any classification(s), the Hospital will offer early-retirement allowance to a sufficient number of employees eligible for early retirement under HOOPP within the classification(s) in order of seniority, to the extent that the maximum number of employees within a classification who elect early retirement is equivalent to the number of employees within the classification(s) who would otherwise receive notice of layoff under article 9.08(a)(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, and, in addition, full-time employees shall receive a single lump-sum payment equivalent to \$1,000 for each year less than age 65 to a maximum of \$5,000 upon retirement.

## **ARTICLE 19 - HEALTH & SAFETY**

### **19.01 - HEALTH & SAFETY COMMITTEE**

- (a) 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.



**19.01 - HEALTH & SAFETY COMMITTEE** (con't)

- (b) Recognizing its responsibilities under the applicable legislation, the Hospital agrees to accept as a member of its Accident Prevention Health & Safety Committee at least one representative selected or appointed by the Union from amongst bargaining unit employees.
- (c) Such Committee shall identify potential dangers and hazards, institute means of improving health and safety programs and recommend actions to be taken to improve conditions related to safety and health.
- (d) The Hospital agrees to cooperate reasonably in providing necessary information to enable the Committee to fulfil its functions.
- (e) Meetings shall be held every second month or more frequently at the call of the chair if required. The Committee shall maintain minutes of all meetings and make the same available for review.
- (f) Any representative appointed or selected in accordance with (b) hereof shall serve for a term of one (1) calendar year from the date of appointment which may be renewed for further periods of one (1) year. Time off for such representative(s) to attend meetings of the Accident Prevention - Health and Safety Committee in accordance with the foregoing shall be granted and time so spent attending such meetings shall be deemed to be work time for which the representative(s) shall be paid by the Hospital at his regular or premium rate as may be applicable.
- (g) The Union agrees to endeavour to obtain the full cooperation of its membership in the observation of all safety rules and practices.
- (h) Pregnant employees may request to be transferred from 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 requests, will be granted an unpaid leave of absence before commencement of the maternity leave referred to in Article 12.06.
- (i) Where the Hospital identifies high risk areas where employees are exposed to Hepatitis B, the Hospital will provide, at no cost to the employees, a Hepatitis B vaccine.

**19.02 - PROTECTIVE FOOTWEAR**

Effective January 1, 1989 and on that date for each subsequent calendar year, the Hospital will provide \$35 per calendar year to each full-time employee who is required by the Hospital, as delineated below, to wear safety footwear during the course of his duties.

The Hospital will require employees performing the following functions to wear appropriate safety footwear:

- 1) Maintenance
- 2) Grounds

## 19.02 - PROTECTIVE FOOTWEAR (con't)

- 3) Ambulance
- 4) Stores (only where frequently working in storage areas)
- 5) Portering (as determined by the Hospital) heavy carts on regular basis, e.g. linen carts, food wagons.

## ARTICLE 20 - COMPENSATION

### 20.01 - 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 requirements of such classification.

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

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 the rates for other classifications in the bargaining unit having regard to the requirements of such classifications.

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.

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 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.

**20.02 - 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 he has been promoted).

**20.03 - WAGES AND CLASSIFICATION PREMIUMS**

See Appendix II

**ARTICLE 21 - DURATION**

**21.01 - TERM**

This agreement shall be binding and continue in effect and shall continue from year to year unless either party gives written notice to the other party of its desire to bargain for amendments within ninety (90) days prior to the termination date of September 28, 1993. Upon receipt of such notice by one party or the other, both parties will meet thereafter for the purpose of bargaining.

**21.02 - CENTRAL BARGAINING**

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 days prior to the termination date of this Agreement.

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 agreements between the central negotiating committees 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.

Dated at

, Ontario, this

day of

199

FOR THE LOCAL UNION

FOR THE HOSPITAL

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**APPENDIX I - APPENDIX OF LOCAL ISSUES**

**ARTICLE A - RECOGN**

**A.01** The Hospital recognizes The Canadian Union of Public Employees, Local 1474 as the sole and exclusive bargaining agent of all office and clerical employees of The Doctors Hospital in Toronto save and except supervisors, persons above the rank of supervisor, secretaries to the Vice President, Patient Services, President, Senior Vice President, Vice President, Chief of Staff and Medical Advisory Committee, Director, Human Resources, Interpreter, employees whose wages are funded by government grants, persons regularly employed for not more than twenty-four (24) hours per week, students employed during the school vacation period, and persons covered by subsisting collective agreements.

**ARTICLE B - MANAGEMENT RIGHTS**

**B.01** The Union acknowledges that the management of the Hospital and the direction of the working forces are fixed exclusively in the Hospital and shall remain solely with the Hospital and without limiting the generality of the foregoing that it is the exclusive function of the Hospital to:

- (a) To maintain order, discipline and efficiency, to establish and enforce reasonable rules and regulations governing the conduct of the employees, which rules and regulations shall not be inconsistent with the provisions of this Agreement, and to establish and enforce the necessary rules and regulations which will provide the maximum standards of protection for the building and equipment of the Hospital. Rules which pertain to the conduct and work of the employees will be communicated to the Union prior to implementation, and followed up in writing. The basis of the above are described in the Hospital's general Policy and Procedures Manual and the Emergency Procedures Manual.
- (b) To hire, retire, direct, classify, discharge, schedule, transfer, promote, demote, layoff and recall and suspend and otherwise discipline employees provided that if an employee claims he/she has been discharged or disciplined without just cause, a grievance may be filed and dealt with in accordance with the grievance procedure.
- (c) To determine the kinds and locations of machines and equipment to be used, the allocation and number of employees required from time to time and the standard of performance for all employees.
- (d) Generally to operate the Hospital in a manner consistent with the obligations of the Hospital to the general public.
- (e) The Hospital will not exercise its rights in an arbitrary or discriminatory manner or in a manner inconsistent with the provisions of this Agreement.

**ARTICLE C - UNION SECURITY**

- C 1** The Hospital agrees during the term of this Collective Agreement to deduct from the wages of each employee in the bargaining unit, an amount equal to the monthly union dues as the Union may from time to time determine.
- C.02** The Union shall notify the Director, Human Resources of the Hospital, in writing of the amount of such regularly monthly dues.
- C.03** The total amount of such dues deducted shall be remitted to the Secretary Treasurer of the Union, not later than the fifteenth day of the month following the month for which the deduction was made. The deduction so remitted will be accompanied with a list of employees from whom deductions were made. The Human Resources Department shall provide, on a monthly basis, a list of employees paying dues for the first time, employees who have been terminated and all legal name changes.
- C.04** The Union will **save** the Hospital harmless from any and all claims which may be made by the employees for amounts deducted from pay as herein provided.

**ARTICLE D - CONSTITUT OF LOCAL BARGAINING AND E COMMITTEE**

**D.01 GRIEVANCE COMMITTEE**

Further to Article 6.06, in order to provide an orderly procedure for the handling of grievances between the parties, the Union may appoint and the Hospital will recognize, a Grievance Committee composed of three (3) employees, consisting of the Chief Steward, the President and one (1) other employee from the bargaining unit as selected by the Union, who have completed their probationary period.

The Union will notify the Director, Human Resources, of the names of the employees who will constitute the Grievance Committee. The Hospital recognizes the need for training and will sanction the appointment of an additional member to attend Grievance Committee meetings as an observer. The Union will notify the Director, Human Resources of the name of this trainee in advance of the meeting.

**D.02 (A) - NEGOTIATING COMMITTEE**

The Hospital will recognize a Negotiating Committee of four (4) employees consisting of the President and three (3) other employees from the bargaining units for the purpose of negotiating a renewal collective agreement covering service and office and clerical workers (full-time and part-time agreements).

**D.02(B) - STEWARDS**

In accordance with Article 6.05, the Hospital recognizes one Steward in each of the following departments to assist employees in the representation of their grievances:

Service Units:           Housekeeping  
                              Nutrition & Food Services  
                              Nursing

Clerical Units:          Health Records  
                              Admitting  
                              Unit Secretary group

- (c) The Hospital will notify the Union, in writing, of the names of the Department Heads and supervisory staff.

**ARTICLE E - SENIORITY LISTS**

- E.01 The Hospital will provide the Union with a current seniority list as of the first day of January and July, showing the date of which each employee last commenced employment with the Hospital. Information with respect to the seniority of employees will be made available to the Union President or his designate in the Human Resources Department at any reasonable time.

**ARTICLE F - SICK LEAVE ADMINISTRATION**

- F.01 (a) In order to qualify for sick leave pay, the employee will notify their immediate supervisor, designate, or if neither is available, phone the nursing office as much in advance of the commencement of the employee's shift as is reasonably possible. In order for the department to arrange for a replacement or to re-arrange the work schedule, the following is the minimum expectation:
- (i) Day Shift - a minimum of one hour prior to start of shift.
  - (ii) Afternoon Shift - a minimum of four hours prior to start of shift.
  - (iii) Night Shift - a minimum of four hours prior to start of shift.

Note:           The above provisions may be waived due to extenuating circumstances.

- (b) If the employee will be away from work for more than one day due to illness, he/she must report every day unless he/she has notified their supervisor of how long they expect to be absent from work.

In the event of an illness of undetermined length, the absent employee shall maintain regular contact with the supervisor.

**ARTICLE F - SICK LEAVE ADMINISTRATION (Con't)**

- (c) As a condition of payment, the employee must, on request, present proof of illness.
- (d) Employees failing to report as stated shall not be entitled to any sick leave pay for that day.
- (e) Any employee who has been absent due to illness shall further be required to report his/her intention to return to work, naming a specific date before he/she actually returns.
- (f) Employees who have been absent from work because of illness for three (3) days or more, shall report to Occupational Health Services. If Occupational Health Services is closed, arrangements will be made to see the employee at another time.

**F.02** Employees on duty requiring medical attention must first report to the Manager, Occupational Health Services or to the Emerg/OPD Department during times other than 8:00 a.m. to 4:00 p.m., Monday to Friday; and then may, at their option, report to the Hospital physician or their own personal physician. Prior to leaving the department or premises, the employee must inform his/her supervisor or designate.

- F.03**
- (a) Employees will be notified during the month of January of each year of the amount of sick leave days to their credit on the Hospital's records.
  - (b) An employee will be advised on application of the amount of sick leave accrued to his/her credit.

**ARTICLE G - HOURS OF WORK - SCHEDULING**

- G.01**
- (a) No employee will be required to work more than six consecutive days.
  - (b) The Hospital will provide one weekend off in three and will endeavour to provide one weekend off in two. In the event a third weekend is worked by an employee, he/she shall be paid at the rate of one and one-half times his regular straight time rate of pay, unless the time worked on such third weekend was scheduled at the request of the employee. However, if the third consecutive weekend is worked at overtime rate the sequence of one in three (1 in 3) shall start over again.

**G.02** No split shifts will be scheduled by the Hospital.

**G.03** Working schedules shall be posted two (2) weeks in advance and cover a four (4) week period and no changes in posted working schedules will be made which will result in less than forty-eight (48) hours of notice. It is the responsibility of the employee to consult posted work schedules.



**G.03 (Con't)**

The Hospital will endeavour to provide as much advance notice as is practicable of a change in the posted schedule. Changes to the posted work schedule shall be brought to the attention of the employee. Where less than forty-eight (48) hours notice is given, time and one-half (1 1/2) for the employee's regular straight time hourly rate will be paid for all hours worked on the first shift of the new schedule.

**G.04**

No overtime shall be paid under circumstances in which an employee's work schedule has been changed at the request of the employee in order to accommodate personal preferences.

The employee requesting this change in work schedule must give the Hospital reasonable notice of his/her intention to exchange shifts. This written notice must include an understanding signed by the other employee willing to exchange shifts, that no extra cost to the Hospital will be allowed. This will be subject to the approval of the Hospital.

**G.05**

- (a) Subject to the efficient operation of the Hospital, the Hospital will endeavour to ensure employees will be granted a minimum of sixteen (16) hours off between shifts.
- (b) Premium pay for hours off between shifts, of less than sixteen (16) hours will be at the rate of one and one-half times the straight time hourly rate for all hours less than the required sixteen (16) hours on the following shift unless the change was at the request of the employee as per terms in Article G.04.

**ARTICLE H - DISTRIBUTION OF OVERTIME**

**H.01**

The Hospital will endeavour to distribute overtime and standby time equitably amongst employees who are qualified to perform the available work and the employees shall be required to accept the overtime which is offered to them except in cases where an explanation is given by an employee that is reasonable to the employer. This request not to work overtime shall not be unreasonably denied provided that adequate services can be maintained by the department and reasonable attempts have been made to provide these services.

**ARTICLE I - MEAL ALLOWANCE**

**I.01**

The Hospital agrees to provide a meal in the cafeteria to any employee required to work overtime extended for a period of three (3) hours or more. When cafeteria facilities are not available, the employee will be reimbursed with a \$6.00 meal allowance or cash.

**ARTICLE J - DESIGNATION OF SPECIFIC HOLIDAYS**

**01** The parties agree, subject to qualifying conditions set forth in the Collective Agreement that there shall be provision for not more than twelve (12) holidays annually.

For the purpose of this Agreement the holidays shall be designated as follows:

- |                    |                       |
|--------------------|-----------------------|
| (1) New Year's Day | (7) Thanksgiving Day  |
| (2) Good Friday    | (8) Christmas Day     |
| (3) Victoria Day   | (9) Boxing Day        |
| (4) Canada Day     | (10) Floating Holiday |
| (5) Civic Holiday  | (11) Floating Holiday |
| (6) Labour Day     | (12) Floating Holiday |

(a) The Floating Holidays are defined in and shall be used according to the Hospital's Human Resources Policy and Procedure Manual.

**J.02** If a designated holiday is observed during an employee's vacation period or on his/her regular day off, he/she shall be granted a lieu day off on a date to be selected by agreement between the employee and the Department Head. He/she shall be paid at the prescribed rate providing that he meets the requirements of Article 16.02.

**J.03** It is understood that the scheduling objectives may be waived between December 15th and January 15th, so that all employees will receive not less than four consecutive days off at either Christmas or New Year's.

**J.04** Any additional day off in lieu of a designated holiday as prescribed in Article 16.03 or J.02 will be scheduled at a time which is mutually agreeable to the employee and his/her Department Head. Whenever possible, this lieu day shall be taken within 30 calendar days following the designated holiday.

**ARTICLE K - VACATION SCHEDULING**

**K.01** Vacation days may be taken at any time during the year as mutually arranged between the employee and his/her department head. The employee shall make such request to the department head in writing.

**K.02** An employee may request to carry over one week of his/her annual vacation to the following year by applying in writing to his/her Department Head, at least one month prior to the end of his/her prescribed vacation year. The Hospital shall endeavour to grant this request providing it is in a position to maintain adequate services in the employee's department during this period. An employee may only request this privilege once in three years. When extraordinary circumstances warrant, the Director, Human Resources in conjunction with the Department Head, may consider additional vacation carry over requests.

- K.03** (a) Vacation requests must be submitted to the employee's Department Head at least four weeks prior to the posting of the next work schedule subject to Article K.03 (b).
- (b) Subject to J.03 above, regardless of an employee's vacation year, all requests for vacation between December 15th and January 15th shall be submitted in writing by November 1st for consideration. Vacation requests made after November 1st will be considered after those who submitted their request on time. Such requests shall not be unreasonably denied.
- (c) Preference in vacation timing shall be governed by seniority. However, whenever possible, consideration will be given to employees with children of school age so that those employees may enjoy a family vacation.
- (d) Once vacation time is approved, it shall not be changed unless mutually agreed by the employee and the Department Head.
- K.04** Employees will not receive cash in lieu of vacation time.
- K.05** In the scheduling of vacations the Hospital will endeavour to provide a weekend prior to starting vacation and a weekend at the end of vacation. This provision will be provided only once in any vacation year and shall not result in the payment of premium pay and will be deemed to have fulfilled the provisions of Article G.01 (b) for the scheduling periods concerned.
- K.06** Should an employee resign with less than two weeks notice, the vacation pay requirements of the Employment Standards Act will apply.

#### **ARTICLE L - JOB DESCRIPTIONS**

- L.01** The Hospital agrees to notify the Union of changes to job descriptions of positions for which the Union is the bargaining agent (included in Appendix II of this Agreement) prior to implementation.

#### **ARTICLE M - UNIFORMS**

- M.01** Where the required uniform is not provided by the Hospital, the Hospital shall, in lieu, provide a uniform allowance of \$75.00 per year.

#### **ARTICLE N - TRANSFER TO A LOWER PAYING CLASSIFICATION**

- N.01** When an employee is transferred temporarily to a job carrying a lower rate of pay, he/she shall continue to receive the rate of pay for his/her own job.

ARTICLE 0 - GENERAL

**0.01 SUPERVISOR**

Wherever the word 'Supervisor' is used in this Agreement, it shall be considered as meaning the first supervisory level excluded from the bargaining unit.

**0.02 BULLETIN BOARDS**

The Hospital will provide a reasonable number of bulletin boards for the use of the Union. Material to be posted on the bulletin boards will be submitted to the Director, Human Resources for approval prior to posting.

**0.03 EQUAL PAY**

The concept of equal pay for equal work will apply regardless of sex as per the provisions of the Employment Standards Act of the Province of Ontario.

**0.04 PRINTING**

The Hospital and the Union will share equally the cost of printing of the Collective Agreement in booklet form. The Hospital will endeavour to coordinate printing of such booklets within two (2) months after the signing of the Collective Agreement.

**0.05 ONDEN**

All correspondence between the parties arising out of this Agreement or incidental thereto shall pass to and from the Director, Human Resources of the Hospital, and the President of the Union, Local 1474, or designate.

**0.06 JOB POSTINGS**

All job postings shall be numbered and state, "The Hospital is an Equal Opportunity Employer".

**0.07 EMPLOYEE RIGHTS**

When it becomes necessary to reprimand an employee, the Hospital will endeavour to do so in private.

**0.08 EMPLOYEE INFORMATION**

In order to ensure a reasonable and timely method of communication to the Hospital, all employees are required to provide the Hospital with their current address and telephone number. If they do not have a telephone, employees must provide a telephone number where they can be reached in cases of emergency or to conduct valid Hospital business. Changes must be reported within one (1) week.

**0.08    EMPLOYEE INFORMATION (Con't)**

Subject to the above, employees will not be called at home when ill, except when they are in violation of Article F.01.

**ARTICLE P - OCCUPATIONAL HEALTH & SAFETY**

Under the Occupational Health & Safety Act, Local 1474 shall designate a member to become the certified member for the CUPE workers during the term of this agreement.

The CUPE worker so designated will receive training to become a certified worker. This training will be provided and paid for by the Hospital unless otherwise prescribed under the Occupational Health & Safety Act.

Should the Hospital decide to intervene or dispute a WCB claim, the employee who is affected shall be duly notified.

The Hospital will provide a copy of the **Form 7** to the employee and the Union as prescribed under the Occupational Health & Safety Act.

**ARTICLE Q - MODIFIED WORK**

The Hospital recognizes its responsibility to rehabilitate employees who have sustained an injury within the meaning of the Workers Compensation Act, arising out of and in the course of their employment. Such employees should be returned to active employment as quickly as possible in accordance with Bill 162 of the Workers Compensation Act.

An employee who has been employed continuously for one year prior to the injury is entitled to job reinstatement. The Hospital will modify the work or the workplace to accommodate the needs of the employee to the extent that it does not cause the Hospital "undue hardship".

Modified Work Programs are established under the auspices of Occupational Health Services. The Hospital will accommodate the injured employee with modified work upon: (1) Occupational Health Services receiving written or verbal medical authorization stating the employee is medically able to perform suitable modified work; or (2) receipt from the Workers Compensation Board, that an employee is medically able to perform suitable modified work.

Two CUPE worker representatives representing service and office and clerical workers full-time and part-time will participate in the hospital-wide bipartite Modified Work Committee.

The Union representative from the Modified Work Committee shall be present at meetings where the employer intends to discuss modified arrangements with the employee, Occupational Health Services and the employee's WCB Vocational Rehabilitation Caseworker, unless the worker indicates otherwise.

The parties may mutually agree to waive the provisions of the Article 9.05 - Job Postings of the collective agreement so that a permanently disabled employee can be placed in a vacant job without the vacancy being posted. The placement of an employee under this provision will be reviewed at the request of either party.

Dated this 14 day of November, 1994.

FOR THE HOSPITAL

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

FOR THE UNION

*Beverly Smith*  
\_\_\_\_\_  
*Robert*  
\_\_\_\_\_  
\_\_\_\_\_

**APPENDIX II - WAGE SCHEDULE 'A'**  
**EFFECTIVE JANUARY 1, 1992 - PAY EQUITY ADJUSTMENTS \***  
**FULL-TIME - CLERICAL**

<u>CLASSIFICATION</u>	<u>START MONTHLY/HOURLY</u>	<u>AFTER 1 YEAR MONTHLY/HOURLY</u>	<u>AFTER 1 1/2 YEARS MONTHLY/HOURLY</u>
Diet Clerk	\$2125.18/13.078	\$2188.88/13.470	\$2254.53/13.874
Postal Messenger	"	"	"
Clerk General	"	"	"
Unit Secretary I	"	"	"
Health Records Clerk I	"	"	"
Purchasing Clerk	"	"	"
Computer Clerk	"	"	"
Senior Radiology Clerk	\$2137.69/13.155	\$2201.88/13.550	\$2267.85/13.956
Senior Hlth Records Clk.(b)	"	"	"
Surg. Suite Receptionist	\$2176.04/13.391	\$2241.36/13.793	\$2308.64/14.207
Day Surgery Receptionist	"	"	"
Booking Clerk	"	"	"
Accounting Clerk	"	"	"
Clerk Aide	"	"	"
Admitting Clerk	"	"	"
Switchboard Operator	"	"	"
<del>Health</del> Records Clerk II	"	"	"
Senior <del>Health</del> Records Clerk (a)	"	"	"
Accounts Payable Clerk	"	"	"
Billings Clk/Sec. (July 6/92)	"	"	"
Secretary I - Laboratory	"	"	"
Secretary I - Hskpg/Eng	"	"	"
OPD/Emerg. Receptionist	\$2200.74/13.543	\$2266.71/13.949	\$2334.64/14.367
Dispatcher (April 14/92)	"	"	"
Unit Secretary II	"	"	"
Secretary I - Pre/Post Natal	"	"	"
Secretary I - Social Work	"	"	"
Secretary I - Nut & Food Serv	"	"	"
Secretary I - Mental <del>Health</del>	"	"	"
Senior Admitting Clerk	\$2313.68/14.238	\$2383.06/14.665	\$2454.73/15.106
<b>Night</b> Clerk	"	"	"
Medical Transcriptionist	"	"	"
Senior Accounting Clerk	\$2413.45/14.852	\$2485.93/15.298	\$2560.51/15.757
Secretary II	\$2458.30/15.128	\$2531.91/15.581	\$2607.96/16.049
Child <del>Health</del> Unit Rec/Sec	"	"	"
	"	"	"
O/R Booking & Data Techn*	\$2547.68/15.678	\$2621.29/16.131	\$2697.34/16.599
Health Records Technician*	\$2751.45/16.932	\$2831.08/17.422	\$2913.14/17.927

APPENDIX II - WAGE SCHEDULE 'A'  
EFFECTIVE SEPTEMBER 29, 1992  
FULL-TIME - CLERICAL

<u>CI</u>	<u>START</u> <u>MONTHLY/HOURLY</u>	<u>AFTER 1 YEAR</u> <u>MONTHLY/HOURLY</u>	<u>AFTER 1 1/2 YEARS</u> <u>MONTHLY/HOURLY</u>
Diet Clerk	\$2167.75/13.340	\$2232.59/13.739	\$2299.54/14.151
Postal Messenger	"	"	"
Clerk General	"	"	"
<b>Unit</b> Secretary I	"	"	"
Health Records Clerk I	"	"	"
Purchasing Clerk	"	"	"
Computer Clerk	"	"	"
Senior Radiology Clerk	\$2180.43/13.418	\$2245.91/13.821	\$2313.19/14.235
Senior Hlth Records Clk.(b)	"	"	"
Day Surgery Receptionist	\$2219.59/13.659	\$2286.21/14.069	\$2354.79/14.491
Accounting Clerk	"	"	"
Clerk Aide	"	"	"
Admitting Clerk	"	"	"
Switchboard Operator	"	"	"
Health Records Clerk II	"	"	"
Senior Health Records Clerk (a)	"	"	"
Accounts Payable Clerk	"	"	"
Billings Clk/Sec.	"	"	"
Secretary I - Laboratory	"	"	"
Ambulatory Receptionist	\$2244.78/13.814	\$2312.05/14.228	\$2381.28/14.654
OPD/Emerg. Receptionist	"	"	"
Dispatcher	"	"	"
Unit Secretary II	"	"	"
Secretary I - Pre/Post <del>Natal</del>	"	"	"
Secretary I - Social Work	"	"	"
Secretary I - Nut & Food Serv	"	"	"
Secretary I - Mental Health	"	"	"
Secretary I - Housekeeping	"	"	"
Senior Admitting Clerk	\$2359.99/14.523	\$2430.68/14.958	\$2503.80/15.408
<b>Night</b> Clerk	"	"	"
Medical Transcriptionist	"	"	"
Surg. Suite Recept.(Aug 24/92)	"	"	"
Senior Accounting Clerk	\$2461.17/15.149	\$2535.65/15.604	\$2611.70/16.072
Secretary II	\$2507.54/15.431	\$2582.61/15.893	\$2660.13/16.370
Child Health Unit Rec/Sec	"	"	"
O/R Booking & Data Technician	\$2598.70/15.992	\$2673.78/16.494	\$2751.29/16.931
Health Records Technician	\$2806.54/17.271	\$2887.63/17.770	\$2971.48/18.286