

**FULL-TIME**

**COLLECTIVE AGREEMENT**

**between**

**THE HOSPITAL FOR SICK CHILDREN**

**(hereinafter called the "Hospital")**

**and**

**CUPE LOCAL 2816**

**Expires: September 28, 2004**

11867 (03)

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EACH OF THE FOLLOWING PROVISIONS WILL APPEAR IN ALL COLLECTIVE AGREEMENTS REPLACING ANY RELATED PROVISIONS THAT EXISTED IN THE HOSPITAL'S EXPIRING COLLECTIVE AGREEMENT, UNLESS OTHERWISE SPECIFIED:

## 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

The following provision will appear in all collective agreements where such temporary employees are in the bargaining unit, replacing any temporary employee provision that existed in the hospital's expiring collective agreement:

"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 *WSIB* 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 or by the Hospital on its own up to twelve (12) months where the leave of the person being replaced extends that far. The period of employment of such persons will not exceed the absentee's leave. The ~~not be~~ subject of a grievance or arbitration release or discharge of such persons shall

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."

The Union shall be provided a copy of any written notice provided to an employee that he or she may be subject to termination, demotion, transfer, or other adverse impact for innocent absenteeism."

## ARTICLE 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 agreed that the topic of the utilization of full-time and part-time staff is an appropriate topic for the Labour-Management Committee. The Committee shall have access to work schedules and job postings upon request.

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



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.

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

- (a) "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 (7), 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 (7) Hospitals accordingly."

- (b) Vice-presidents of the Ontario Council of Hospital Unions shall be granted leave of absence by their employers in accordance with (a) above or Article 12.02 as the case may be, in order to fulfil the duties of their position."

### 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. 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. The grievor may have the assistance of a union steward if he or she so desires. 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, who may be accompanied by a steward, may submit a written grievance signed by the employee to (designated by Hospital). 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 Union and the Hospital may, if they so desire, meet to discuss the grievance at a time and place suitable to both parties. The (designate) will deliver his decision in writing within nine (9) calendar days following the day on which the grievance was presented to him. Failing settlement or response, then:

### Step No. 2

Within nine (9) calendar days following the decision in Step No. 1, the grievance may be submitted in writing to the (designated by Hospital). A meeting will then be held between the (designate) and the Grievance Committee within nine (9) calendar days of the submission of the grievance at Step No. 2 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 (designate) 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. 2 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."
- 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. 2 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 a) "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. 2 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. 2, it will be deemed to have been received within the time limits."

- b) "The parties agree that it is their intent to resolve grievances without recourse to arbitration, wherever possible. Therefore, notwithstanding (a) above, the parties may, upon mutual agreement, engage the services of a mediator in an effort to resolve the grievance and may extend the time limits for the request for arbitration. The parties will share equally the fees and expenses, if any, of the mediator."
- 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."
- 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

The following will appear in all collective agreements and will replace any provision dealing with clearing of record that existed in the Hospital's expiring collective agreement:

"Any letter of reprimand, suspension or any other sanction will be removed from the record of an employee eighteen (18) months following the receipt of such letter, suspension or other sanction provided that such employee's record has been discipline free for one year."

## ARTICLE 9 - SENIORITY

### 9.01 - Probationary Period

"A new employee will be considered on probation until he has completed forty-five (45) 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 (12) calendar months. Upon completion of the probationary period he shall be credited with seniority equal to forty-five (45) 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;
- (c) is retired;
- (d) is absent from scheduled work for a period of three (3) or more consecutive working days without notifying the Hospital of such absence and providing to the Hospital a satisfactory reason;
- (e) has been laid off for twenty-four (24) months;
- (f) if the employee has been laid off and fails to return to work within seven (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."

#### 9.04 - Effect of Absence

"Unless otherwise provided in the Collective Agreement:

- (a) It is understood that during an approved unpaid absence not exceeding thirty (30) continuous days or any approved absence paid by the Hospital, both seniority and service will accrue.
- (b) During an unpaid absence exceeding thirty (30) continuous calendar days, credit for service for purposes of salary increment, vacation, sick leave, or any other benefits under any provisions of the Collective Agreement or elsewhere, shall be suspended for the period of the absence in excess of thirty (30) continuous calendar days, the benefits concerned appropriately reduced on a pro rata basis and the employee's anniversary date adjusted accordingly. In addition, the employee will become responsible for full payment of 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 WSIB benefits.

Effective September 29, 2002, the Hospital will continue to pay its share of the premiums up to thirty (30) months while an employee is in receipt of WSIB benefits". Such payment shall also continue while an employee is on

sick leave (including the Employment Insurance Period) to a maximum of thirty (30) months from the time the absence commenced.

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 WSIB 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 for a period of eighteen (18) months if an employee's absence is due to a disability resulting in WSIB benefits' or for a period of one (1) year if an employee's unpaid absence is due to an illness."

Effective September 29, 2002, seniority shall accrue for a period of thirty (30) months if an employee's absence is due to a disability resulting in WSIB benefits" or while an employee is on sick leave (including the Employment Insurance Period).

'Note: Add the words "or L.T.D. benefits' only in agreements providing L.T.D. benefits.

"\*Note: Effective September 29, 2002, add the words "or L.T.D. benefits including the period of the disability program covered by Employment Insurance" only in agreements providing L.T.D. benefits.

#### 9.05 - Job Posting

The following provision will appear in all collective agreements replacing any related provision that existed in the hospital's expiring collective agreement: (Any provision pertaining to definition of temporary vacancies, non-bargaining unit applications, outside advertising, interim placements or criteria for selection except as it relates to promotions and transfers that existed in the hospital's expiring collective agreement will be continued as the last paragraph of this Article.)

"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.

The postings shall stipulate the qualifications, classifications, rate of pay, department and shift and a copy shall be provided to the Chief Steward.

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. Successful employees need not be considered for other vacancies within a six (6) month period unless an opportunity arises which allows the employee to change his or her permanent status.

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 selected in accordance with the criteria for selection above, prior to considering persons who are not members of CUPE bargaining units at 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."

#### 9.06 • Transfer and Seniority Outside the Bargaining Unit

- "(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 six (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 within twenty-four (24) months of the transfer he or she shall be credited with the seniority held at the time of transfer and resume accumulation from the date of his or her return to the bargaining unit. An employee not returned to the bargaining unit within 24 months shall forfeit bargaining unit seniority.
- (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 (6) calendar months, he shall accumulate seniority during the period of time outside the bargaining unit."

Implementation Note:

Notwithstanding (b), any employee with bargaining unit seniority who is out of the bargaining unit as of the date of the award and who returns to the bargaining unit within 1 year from the date of the award (June 4, 1996) shall not forfeit their seniority.

9.07 - Transfer of Seniority and Service

The following provision will appear in all collective agreements where both full-time and part-time employees are represented by CUPE, and will replace any provision related to part-time Transfer of Service and Seniority that existed in the expiring collective agreement:

"Effective (the date as set out in the Local Provisions Appendix) and for employees who transfer subsequent to (the effective date as set out in the Local Provisions Appendix):

For application of seniority for purposes of promotion, demotion, transfer, layoff and recall and service (including meeting any waiting period or other entitlement requirements) for purposes of vacation entitlement, HOODiP or equivalent, health and welfare benefit plans, and wage progression:

- (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 (1) 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."

"The above amendments will be effective for any transfer that occurs 90 days after the ratification by both parties of the Memorandum of Settlement."

9.08 - Notice and Redeployment Committee

## (a) Notice

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

- (i) provide the Union with no less than five (5) months' written notice of the proposed layoff or elimination of position; and

- (ii) provide to the affected employee(s), if any, who will be laid off with no less than five (5) months' written notice of layoff, or pay in lieu thereof.

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

- (b) A layoff shall not include a reassignment of an employee from her or his classification or area of assignment who would otherwise be entitled to notice of layoff provided:
- (I) the reassignment of the employee is to an appropriate permanent job with the employer having regard to the employee's skills, abilities, qualifications and training or training requirements;
  - (II) the reassignment of the employee does not result in a reduction of the employee's wage rate or hours of work;
  - (III) the job to which the employee is reassigned is located at the employee's original work site or at a nearby site in terms of relative accessibility for the employee;
  - (IV) the job to which the employee is reassigned is on the same or substantially similar shift or shift rotation; and
  - (V) where more than one employee is to be reassigned in accordance with this provision, the reassigned employees shall be entitled to select from the available appropriate vacancies to which they are being reassigned in order of seniority provided no such selection causes or would cause a layoff or bumping.

The Hospital bears the onus of demonstrating that the foregoing conditions have been met in the event of a dispute. The Hospital shall also reasonably accommodate any reassigned employee who may experience a personal hardship arising from being reassigned in accordance with this provision.

- (c) Any vacancy to which an employee is reassigned pursuant to paragraph (b) need not be posted.
- (d) 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;
- (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.

(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 invoking 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.

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 7% 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 including a full time employee whose hours of work are, subject to Article 14.01, reduced, 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 notifications shall be deemed to be received on the second day following the date of mailing). The notifications 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 **five-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 lay-off occurs.

The employee may, if possible under the terms and conditions of the insurance benefits programs, continue to pay the full premium cost of a benefit or benefits for up to three (3) months following the end of the month in which the lay-off 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.'

#### Article 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(d)(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 by mutual agreement be waived. The Redeployment Committee will seek the assistance of the Hospital Training and Adjustment Panel (HTAP) to cover the cost of tuition, books and any travel.
- (iii) Apart from any on-the-job training offered by the Hospital, any employee subject to 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.

(b) Placement

Upon completion of training period, and the Union agrees to waive any restrictions which might otherwise apply and the employee will be placed in the job identified in § 11(a)(i)

An employee subject to layoff who is not offered a position within a specified period but later becomes available to accept a position 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, 1993, and will establish Regional Redeployment Committees to identify employment opportunities and to facilitate and arrange for the redeployment of laid off employees.

The Hospital provides such funding for the Regional Redeployment Committee, as well as, for the cost of the services of the majority of all employees who have been laid off.

In the event positions are filled by other employees, the Hospitals will be required to give first consideration to laid-off employees who are on the list of laid-off employees. For the purpose of this article, it is recognized that the Hospital shall be responsible for any employees laid off through this article, including those who are laid off through this article.

Article 9.12 - Separation Allowances

(a) Where an employee resigns or is laid off 30 days after written notice of resignation 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 for each year of service to a maximum of twelve (12) months' salary and, provided 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 dollars (\$3,000).

(b) Where an employee resigns or is laid off 30 days after written notice of resignation 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 one hundred (100) weeks' salary, 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.



### Article 9.13 - Portability of Service

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

### 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 (1) or more years of continuous service who are subject to lay-off under conditions referred to above, will be given notice of the impending change in employment status at the earliest reasonable time in keeping with the notification to the Union as above set forth and the requirements of the applicable law."

### 9.15 – Professional Responsibility – Scope of RPN Practice

"The Hospital and the Union shall meet to discuss the issues of RPN scope of practice and skill utilization?"

## 9.16 – Professional Responsibility – Workloads

The following provision will be effective September 29, 2001 and will expire on September 27, 2004.

The parties agree that patient care is enhanced if concerns relating to professional practice, patient acuity, fluctuating workloads and fluctuating staffing are resolved in a timely and effective manner.

In the event that an employee or group of employees, covered under the Regulated Health Professions Act (RHPA), are assigned a workload which is inconsistent with proper patient care, they shall express their concerns to their supervisor. The employee shall complete a "Workload Review Form" which shall be provided to the supervisor and to the Union. The Workload Review Form will be attached as an Appendix to the collective agreement."

## 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."

### 10.02 - Contracting Out

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

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

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

### 10.03 - Contracting In

"Further to Article 9.08(d)(i)(1) the parties agree that the Redeployment Committee will immediately undertake a review of any existing subcontract 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 (3) 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 fulfill 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 and Secretary-Treasurer

The following provision will replace the language under Article 12.03(b) - Leave for OCHU President that existed in the Hospital's expired collective agreement:

"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 positions of the President of the Ontario Council of Hospital Unions or the Secretary-Treasurer 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(s) shall be deemed to be an employee of the Union.

During such leave of absence seniority and service shall accrue at seven and one-

half (7.5) hours per day to a maximum of thirty-seven and one-half (37.5) hours per week. In addition, 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 working 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 - Jurv & Witness Duty

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

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

In addition to the foregoing, where 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.
- (e) Effective on confirmation by the Canada Employment 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 Employment Insurance pregnancy benefits pursuant to Section 22 of the *Employment 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 Employment Insurance pregnancy benefits.

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

#### 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.
- (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 Canada Employment 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 Employment Insurance parental benefits pursuant to Section 22 of the Employment 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 Employment Insurance benefits and any other earnings. Receipt by the Hospital of the employee's employment insurance cheque stub will serve as proof that the employee is in receipt of unemployment parental benefits.

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

In addition to the foregoing, the Hospital shall pay the employee ninety-three percent (93%) of his or her normal weekly earnings during the first two (2) week period of the leave while waiting to receive Employment 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.

- (f) Credits for service and seniority shall accumulate for a period of up to thirty-five (35) weeks after the parental leave began, if the employee also took pregnancy leave, and thirty-seven (37) weeks after the parental leave began otherwise, 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 thirty-five (35) weeks after the parental leave began, if the employee also took pregnancy leave, and thirty-seven (37) weeks after the parental leave began otherwise, 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.

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 leave program, funded solely by the employee subject to the following terms and conditions:

- (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.
- (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 - HOODIP

The following provision will appear in all full-time collective agreements that provide for HOODIP or equivalent, replacing any other sick leave language that existed in the hospital's expiring collective agreement. For Hospitals which provide for an accumulating sick leave plan, the existing collective agreement provisions will continue unless the Hospital and the local union mutually agree to replace the existing plan with HOODIP or equivalent. In the event of such mutual agreement the provision below will become effective on the first of the month agreed to by the local parties and will replace any existing accumulating sick leave program or plan

- "a) The Hospital will assume total responsibility for providing and funding a short-term sick leave plan equivalent to that described in the August, 1992 booklet (Part A) Hospital of Ontario Disability Income Plan Brochure.

The Hospital will pay 75% of the billed premium towards coverage of eligible employees under the long-term disability portion of the Plan (HOODIP or an equivalent plan as described in the August, 1992 booklet (Part B)), the employee paying the balance of the billed premium through payroll deduction. For the purpose of transfer to the short-term portion of the disability program, employees on the payroll as of the effective date of the transfer with three (3) months or more of service shall be deemed to have three (3) months of service. For the purpose of transfer to the long-term portion of the disability program, employees on the active payroll as of the effective date of the transfer with one (1) year or more of service shall be deemed to have one (1) year of service.

- b) Effective the first of the month following the transfer all existing sick leave plans in the affected Hospitals shall be terminated and any provisions relating to such plans shall be null and void under the respective Collective Agreements except as to those provisions relating to pay-out of unused sick leave benefits which are specifically dealt with hereinafter.
- c) Existing sick leave credits for each employee shall be converted to a sick leave bank to the credit of the employee. The "sick leave bank" shall be utilized to:
- (1) supplement payment for lost straight time wages on sick leave days under the new program which would otherwise be at less than full wages or no wages and,

- (2) where a pay-out provision existed under the former sick leave plan in the Collective Agreement, pay-out on termination of employment shall be that portion of any unused sick leave days that the former employee would have earned had the employee remained in the former position under the former conditions relating to such pay-out.
- (3) where an employee who, as of the effective date of transfer, has accumulated sick leave credits and is prevented from working for the Hospital on account of a contractual illness or accident that is covered by the Workplace Safety & Insurance Board within the meaning of the *Workplace Safety & Insurance Act*, the Hospital, on application from the employee, will supplement the award made by the Workplace Safety & Insurance Board for lost wages to the employee by such amount that the total of the award by the Workplace Safety & Insurance Board together with the supplementation of the Hospital will equal 100% of the employee's net earnings to the extent that the employee has unused sick leave credits.
- d) There shall be no award of an employee's regular salary shift when an employee has completed any portion of the shift prior to going on sick leave because of WSIB benefits.
- e) The Hospital further agrees to pay employees an amount equal to any loss of benefits under HOODIP for the first two (2) days of the following period of absence in any calendar year.
- f) Any dispute which may arise concerning an employee's entitlement to any benefits referred to in Article 13.01, including HOODIP and equivalents, may be subject to the grievance and arbitration under the provisions of this collective agreement.
- The Union agrees that it will encourage an employee to utilize the Medical Appeals Process provided under the plan in order to resolve disputes.
- g) A copy of the current Workplace Safety & Insurance Act, or an equivalent, shall be provided to the employee.
- h) The Hospital will pay the cost of any certification required of an

employee."

- i) The short-term sick leave plan shall be registered with the Employment Insurance Commission (EIC). The employee's share of the employer's unemployment insurance premium reduction will be retained by the Hospital towards offsetting the cost of the benefit improvements contained in this agreement.

Note: Provisions 13.c)(3) and 13.c)(4) shall apply for the short and long-term disability plan to those employees in the full-time Collective Agreements who are now on an accumulating sick leave plan. Any Medical/Dental Care provisions currently in the agreement shall be removed.

### 13.01 - Sick Leave

The following provision will appear in all collective agreements where WSIB top-up now exists, and where the hospital does not now have HOODIP, or does not transfer to HOODIP under the above transfer provision, replacing any provision related to WSIB top-up that existed in the hospital's expiring collective agreement:

"Where an employee is prevented from working for the Hospital on account of an occupational illness or accident that is recognized by the Workplace Safety & Insurance Board as compensable within the meaning of the **Workplace Safety & Insurance Act**, the Hospital, on application from the employee will utilize the employee's accumulated sick leave credits to supplement the award made by the Workplace Safety & Insurance Board for loss of wages to the employee by such amount that the award of the Workplace Safety & Insurance Board for loss of wages, together with the supplementation of the Hospital, will equal 100% of the employee's net earnings, to the limit of the employee's accumulated sick leave credits. Where a WSIB top-up is currently provided from general revenue, it will be provided on the same basis except that it will continue to be provided from general revenue."

### 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 following provision will appear in all collective agreements that do not provide for HOODIP or equivalent, replacing any provision related to payroll deduction for union sponsored LTD plan that existed in the hospital's expiring collective agreement:

"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 WSIB 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 WSIB benefits 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 WSIB benefits 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 Workplace Safety & Insurance Board. If the claim for WSIB benefits 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**

Any provision related to the specification of the number of daily & weekly hours of work that existed in the hospital's expiring collective agreement, will be continued as Article 14.01.

##### **14.02 - Rest Periods**

"The Hospital will schedule one fifteen (15) minute rest period for each full scheduled half 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 of the Collective Agreement."

##### **15.02 - Definition of Overtime**

Any provision related to the definition of overtime hours that existed in the hospital's

expiring collective agreement. will be continued as Article 15.02.

### 15.03 - Overtime Premium and No Pyramiding

"The overtime rate shall be time and one-half (1-1/2) the employee's straight-time hourly rate." (Note: this clause is subject to the application of superior conditions)

"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 seven and one-half (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, if prior to the expiration of that next regular shift, they will receive a minimum of four (4) hours of work or four (4) hours pay at the rate of time and one-half (1-1/2) their regular hourly rate. Such conditions 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 \$2.50 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 (1/2) 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 (1/2) 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 fifty-five cents (55¢) per hour for all hours worked where the majority of their scheduled hours fall between 1500 and 0700 hours. The same fifty-five (55¢) per hour will be paid as weekend premium for all hours worked between 2400 hours Friday and 2400 hours Sunday, or such other 48-hour period as may be agreed upon by the local parties. The shift and weekend premiums shall be increased to sixty cents (60¢) effective September 29, 2002, and sixty-five (65¢) effective September 29, 2003."

ARTICLE 16 - HOLIDAYS16.01 - 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 a 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 (1-1/2) 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~~ (2x) his regular straight time hourly rate for such authorized overtime."

### ARTICLE 17 - VACATIONS

#### 17.01 - Full-Time Vacation Entitlement, Qualifiers and Calculation of Payment

The following provision will appear in all Collective Agreements replacing any provision related to full-time entitlement, qualifiers and calculation of payment that existed in the hospital's expiring collective agreement subject to maintaining any superior conditions concerning entitlement for employees presently enjoying such superior condition:

"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. Effective September 29, 2002, an employee who has completed twenty-three (23) or more years of continuous service shall be entitled to six (6) weeks annual vacation, with pay.

Effective September 29, 2003, the following Supplementary Vacation is banked on the employee's anniversary date and taken prior to the next supplementary vacation date:

An employee who has completed thirty (30) years of continuous service shall be entitled to an additional five (5) days vacation, with pay.

An employee who has completed thirty-five (35) years of continuous service shall be entitled to an additional five (5) days vacation, with pay.

To clarify, every employee who has attained their 30<sup>th</sup> or 35<sup>th</sup> anniversary date as of the effective date of this provision shall be entitled to have the full five days' vacation banked.

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 (1-1/2) 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 either commenced prior to or during the scheduled vacation period, the period of such illness shall be considered sick leave.

Serious illness is defined as an illness which requires the employee to receive ongoing medical care and/or treatments resulting in either hospitalization or which would confine the employee to their residence or to bed rest for more than three days.

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."

17.04 - Bereavement During Vacation

The following will appear in all collective agreements and will replace any provision dealing with bereavement during vacation that existed in the Hospital's expiring collective agreement:

"Where an employee's scheduled vacation is interrupted due to a bereavement, the employee shall be entitled to bereavement leave in accordance with Article 12.04.

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

ARTICLE 18 - HEALTH & WELFARE18.01 - Insured Benefits

The following provision will appear in all collective agreements replacing any provision related to insured benefits that existed in the hospital's expiring Collective Agreement, (subject to inserting in the following language any percentage contribution by the Hospital which is greater than that contained in the following provision):

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 enrolment 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 in effect as of September 28, 1993 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 in effect as of September 28, 1993 (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 \$150.00 every 24 months and hearing aid acquisition every 36 months.
- (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 in effect as of September 28, 1993 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 in effect as of September 28, 1993 or comparable coverage with another carrier. Effective October 31, 2001, increase dental recall including preventative services to 9 months and add Blue Cross rider #2 (or equivalent) [complete and partial dentures] at 50/50 co-insurance to \$1000 annual maximum and Blue Cross rider #4 (or equivalent) [crowns, bridgework, and repairs to same] at 50/50 co-insurance to \$1000 annual maximum providing the balance of the monthly premiums are paid by the employee through payroll deduction. The dental plan fee schedule for services for the dental plan benefits provided above shall be based on the current ODA fee schedule as it may be updated from time to time.
- (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.
- (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 programs 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 HCOPP 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."

#### 18.04 – Union Education

"If the local Union indicates to the Hospital that its members have approved a special assessment for union education in accordance with the CUPE constitution and local union by laws, the Hospital agrees to deduct this assessment.

Such assessment will be paid on a quarterly basis into a trust fund established and administered by OCHU/CUPE for this purpose."

### ARTICLE 19 - HEALTH & SAFETY

#### 19.01 - Protective Footwear

The following provision will replace the language that existed in the Hospital's expired collective agreement:

"Effective January 1, 2002, and on that date for each subsequent calendar year, the Hospital will provide \$80 per calendar year to each full-time and \$45 per calendar year to each regular part-time employee who is required by the Hospital to wear safety footwear during the course of his duties. The employees who will be required to wear safety footwear will be negotiated locally and set out in the Local Provisions Appendix.

Note: The existing central language designating the classifications of employees **which** are deemed to require appropriate safety footwear shall be transferred to the local appendix."

### ARTICLE 20 - COMPENSATION

#### 20.01(a) - 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 WSIB 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."

#### 20.01(b) - Job Descriptions

The following will appear in all collective agreements and will replace any provision covering job descriptions that existed in the Hospital's expiring collective agreement:

"A copy of the current job description for a bargaining unit position shall be made available to the Union upon request. When a new classification which is covered by terms of this collective agreement is created, a copy of the job description shall be forwarded to the Union at the time that the Hospital notifies the local Union of the rate of pay pursuant to article 20.01 (a) above."

#### 20.02 • Assignment of Duties From Another Classification

"Where the Hospital revises the job content of an existing classification in such a manner that duties of another classification are assigned to it, the following shall apply:

- (a) An employee who occupies a position which is revised in accordance with this article, and who is physically incapable of performing the revised position, will not be required to perform those additional duties which exceed

the employee's physical capabilities provided the employee's physician provides documentation to the Hospital of such limitation.

- (b) In the event an employee presently occupying a position which is revised in accordance with this article requires additional training to perform duties of the revised position, the employee shall be entitled to 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.'

#### 20.03 - Promotion to a Higher Classification

"An employee 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 the classification (provided that that does not exceed the wage benefit of the classification to which he has been promoted."

#### 20.04 - Wages and Classification Premiums

Wages under the headings shall remain unchanged and are referred to in the Hospital's expiring collective agreement as 20.04. In the event the Wage Schedule shall be adjusted and retroactively shall be paid in accordance with the Agreement signed.

#### ARTICLE 21 - HOSPITAL OPERATING PLAN

- (a) The Union's representative(s) will be included in the consultation and planning process from the early phases of the operating plan development to its final stages of completion, to assist the Hospital in minimizing layoffs or job loss, and in developing labour adjustment strategies where necessary.
- (b) Where the Hospital experiences unforeseen circumstances such that will necessitate changes to an operating plan which has been approved by the Ministry of Health, the Hospital agrees that revisions to the operating plan will be carried out in consultation with the Union.
- (c) In furtherance of the foregoing, the Hospital agrees to provide to the Union in a timely way any financial and staffing information pertinent to the operating plan, or to any other re-structuring plan that would affect the Union's members.
- (d) It is understood that employee time spent at meetings with the employer in pursuance of the above shall be deemed to be work time for which the

employee shall be paid by the Hospital at his or her regular or premium rate as may be applicable."

**ARTICLE 22 - DURATION**

**22.01 - 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, 2004. Upon receipt of such notice by one party or the other, both parties will meet thereafter for the purpose of bargaining."

**22.02 - 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 \_\_\_\_\_ 2003.

FOR THE LOCAL UNION

FOR THE HOSPITAL

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



## WORKLOAD REVIEW FORM

**Employees to complete every section**

Date/Time of Occurrence \_\_\_\_\_

Date Form Submitted to Employer \_\_\_\_\_

Site/Location \_\_\_\_\_ Department/Unit \_\_\_\_\_

Type of Work Being Performed \_\_\_\_\_

Number of Staff on Duty \_\_\_\_\_ Usual Number of Staff on Duty \_\_\_\_\_

**I/We the undersigned, believe that I was/we were given an assignment that was excessive or inconsistent with quality patient care and/or created an unsafe working environment for the following reasons. (Provide brief description of problem/assignment below):**

**To correct this problem, I/we recommended:**

Name/Title	of	Immediate Supervisor	Notified

Date/Time	of	Notification

**Response**

**Signature of Employee(s) & Printed Name(s) on Line Below:**

**I/We do not agree with the resolution of my concern.**



## Letter of Understanding

Re: Apprenticeship Pilot Programme

The parties agree to establish a joint provincial apprenticeship committee. The joint committee will consist of three (3) members representative of the Union and three (3) members representative of the Hospitals. The purpose of the provincial committee is to review and make recommendations regarding the introduction of a pilot apprenticeship programme for certified trades employees. The committee will ensure that the pilot(s) satisfy any requirements set out by provincial educational authorities.

It is understood that both parties are jointly committed to the outcomes of the work of the joint provincial apprenticeship Committee.

For the Hospitals:

For the Union:

## Letter of Understanding

**Regarding the introduction of HOODIP to Hospitals with Accumulating Sick Leave Plans**

Participating CUPE locals and Hospitals agree to meet to discuss the merits of introducing HOODIP to their CUPE bargaining units.

It is understood that such meetings will occur within 6 months following the date of ratification of the Memorandum of Settlement.

For the Hospitals:

For the Union:

Letter of Intent

Re: Joint Benefits Review Committee

The central parties agree to meet in a joint committee to discuss the entitlement and costs associated with the insured benefit coverage provided to active and retired employees.

The Committee will make recommendations to their respective Central Bargaining Teams prior to commencement of the next round of bargaining.

For the Hospitals:

For the Union:

**Letter of Intent**

**Re: Extended Tours**

The parties agree to meet within 120 days of ratification in order to discuss the introduction of a model agreement on extended tours.

For the Hospitals:

For the Union:

### APPENDIX OF LOCAL ISSUES

The following provisions, while not being an exhaustive listing, are appropriate for inclusion in an Appendix of Local Issues. Any local issue provisions which existed in the hospital's expiring collective agreement shall be continued in the Appendix of Local Issues subject to any changes, deletions or additions resulting from the current round of bargaining.

- Management Rights
- Statement of Religious Purpose
- Recognition
- Union Membership
- Dues Deduction and Remittance and Dues Lists
- Constitution of Local Bargaining and Grievance Committees
- Seniority Lists
- Scheduling
- Uniform Allowance
- Sick Leave Administrative Provisions
- Designation of Specific Holidays
- Administrative Provision re Payment of Wages
- Meal Allowances
- Bulletin Boards
- Mileage Allowance
- Communication to Union
- Vacation Administrative Provisions
- Pay Day
- Health & Safety
- Designation of Classifications Required to Wear Safety Footwear

Where a Hospital and a Local Union have reached a settlement of all Local Issues, and the form in which their agreed issues are to appear in the collective agreement is inconsistent with the foregoing agreement of the central parties, then the local parties may re-open negotiations for the sole purpose of ensuring that the form of their collective agreement is consistent with the foregoing. Any difficulties in this regard shall be submitted to the Implementation Committee for resolution.

#### IMPLEMENTATION NOTE RE PREEXISTING CLAUSES

For those headings containing a reference to this note, if the expiring collective agreement applied to part-time employees, the existing provision shall continue, amended as appropriate by any amendment to the full-time provisions.



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## APPENDIX OF LOCAL PROVISIONS

### ARTICLE A - MANAGEMENT RIGHTS

- A.01 The Union acknowledges that it is the exclusive function of the Hospital to:
- (a) maintain order, discipline and efficiency:
  - (b) hire, retire, transfer, classify, assign, appoint, promote, demote, lay-off, recall, suspend, discharge, or otherwise discipline employees provided that if any employee has been discharged or disciplined without just cause (providing, in the case of discharge or suspension, he/she has completed his probationary period) or promoted, demoted, classified, laid off or recalled contrary to the terms of this Agreement a grievance may be filled in accordance with the grievance procedure:
  - (c) make and enforce from time to time such reasonable rules and regulations as the Hospital considers necessary or advisable for the efficient and orderly conduct of its business and require employees to observe such reasonable rules and regulations provided they are not inconsistent with the express provisions of his Agreement; the Union will be advised of any changes or additions to rules and regulations prior to their implementation;
  - (d) manage the Hospital and without restricting the generality of the foregoing to determine, modify, discontinue or add occupational classifications, job procedures, processes or operations; to establish new or improved methods and facilities and changes schedules of work; to determine any necessary tests or examinations to be given and methods training; to determine programs, complement, organization and the number, location and classification of employees required from time to time, the number and location of facilities, services to be performed and assignments of work and the extension, limitation, curtailment or cessation of operations in whole or in part and all other rights and responsibilities not specifically modified by the express provisions of this Agreement.
- A.02 The Hospital agrees that such rights shall not be exercised in a manner inconsistent with the provisions of this Agreement.

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## **ARTICLE B - RECOGNITION**

The Hospital recognizes the Union as the exclusive bargaining agent for all employees of The Hospital for Sick Children in the Municipality of Metropolitan Toronto, save and except professional medical staff, Graduate and Undergraduate Nurses, Graduate and Undergraduate Pharmacists, Graduate Dietitians, Dietetic Interns, Social Workers, Child Care Workers, Play Park Attendants, Recreationists, persons engaged in research work, technical personnel, Supervisors, persons above the rank of Supervisor, Foremen, persons above the rank Foreman, Chief Engineer, Office and Clerical staff, Security Guards, persons regularly employed for not more than 24 hours per week, and students employed during the school vacation.

For the purposes of clarity, technical personnel and office and clerical staff includes the following: Audiologist, Physio, Occupational, Psychiatric and Speech therapists, Psychologists and Psychometrists; Diet Coordinators; Interpreters; Registered and Non-Registered Respiratory Technicians and Technologists, Assistant Respiratory Technicians and Respiratory Technician Aides; Orthotists, Orthotic Technicians, Orthotist Trainees and Orthotic Orthoptists; Pharmacy Assistants and Technicians; Orthoptists; Pharmacy Assistants and Technicians and Attendants; Dental Hygienists, Dental Assistants; Orthodontic Assistants, Dental Technicians, Refractionist Technicians; Biomedical Engineering Technicians; Assistant Technicians Junior; Phlebotomists; Graphic Illustrators. Medical Photographers. Audiovisual Projectionists and Technicians; Digitizer Operators; Pathology Assistants: Registered and Non-Registered Radiographers; Audiometric Technicians; Registered and Non-Registered Technicians and Assistant Technicians; Registered and Non-Registered Research Assistants, Technicians/Research, Assistant Technicians/Research and Assistant Technicians Junior Research; Laboratory Technicians; X-Ray Technicians; Electrocardiogram Technicians; Electroencephalogram Technicians; Pulmonary Technicians; Nuclear Medicine Technicians; Laboratory Assistants; Unit Clerks, Admitting Clerks, Receptionists. Safety and Security Officers, Information Clerks, Mail Clerks. Delivery Clerks, Cashiers, Librarians and Librarian Technicians, and Switchboard Operators. For further clarity the Position of Assistant Construction Foreman. Nurse Tech/Dispatcher and Charge Engineer are excluded and the position of Apprentice, Junior and Senior Printers, Dark Room Technicians and Leadhand housekeeping and Porter are included.

## ARTICLE C - UNION DUES DEDUCTION AND REMITTANCE AND DUES

- C.01 The Hospital agrees to deduct an amount equal to the regular monthly union dues from each regular employee in the bargaining unit.
- C.02 The amount of the regular monthly dues shall be those authorized by the Union in accordance with the provisions of its By-Laws and Constitution and the Treasurer of the Union shall notify the Hospital of any changes therein and such notification shall be the Hospital's conclusive authority to make the deductions specified.
- C.03 In consideration of the deducting and forwarding of Union dues by the Hospital, the Union agrees to indemnify and save harmless the Hospital against any claims or liabilities arising or resulting from the operation of this Article.
- C.04 Dues deductions shall become effective in the month following the month in which the employee was hired. The deduction shall be forwarded to the National Secretary-Treasurer of the Union not later than the 10th day of the month following the month in which the deduction was made, along with a list of employees for whom deductions were made. The Hospital will, at the same time, provide the Local Union with a list, monthly, of all hirings, lay-off, recalls and terminations with the amount of such deductions and a total of all regular wages paid to bargaining unit employees exclusive of overtime and fringe benefits where such information is available or becomes readily available through the hospital's payroll system. Such information shall be sent to the attention of the Recording Secretary of the Local Union. The National Secretary of the Union will also receive a copy of the amount of the deductions and a total of all regular wages paid to bargaining unit employees exclusive of overtime and fringe benefits.

## ARTICLE D - SENIORITY LISTS

The Hospital and Union agree to maintain a list showing the name, seniority, department and current classification of all regular and temporary employees. The seniority list shall be revised in the first full week of January and July, and will be made available to the Local Union President and Chief Steward.

## ARTICLE E - SCHEDULING

- E.01 The Hospital will post work schedules at least four (4) weeks in advance and to keep changes in such schedules to a minimum. Changes to posted work schedules will be brought to the attention of the employee. The Hospital and the Union agree that where less than twenty-four (24) hours

notice is given to the employee, time and one half (1 ½) of the employee's regular straight time hourly rate will be paid for all hours worked on the first shift of the employee's new schedule.

- E.03 Schedules shall be arranged so that employees will normally not be required to work more than seven (7) consecutive tours without a day off. However, employees may exchange tours with consent of the Hospital.
- E.04 It is understood normal hours include those required to accommodate the change from Daylight Saving time to Standard Time and vice versa to which the other provisions of the Articles dealing with hours of Work and Overtime do not apply. It is further understood that the amount of regular pay for a full normal shift worked shall not be affected by reason of the change in the number of normal hours worked in consequence of such change from Daylight Saving Time to Standard time and vice versa.
- E.05 Where the Hospital intends to introduce extended hours it shall advise the Union in advance and meet with the Union prior to implementation. The introduction of extended tours shall be subject to agreement of the Hospital and the Union.
- E.06 There shall be no split shifts scheduled by the Hospital.
- E.07 The parties to this agreement recognize that the operation of the Hospital may require the performance of overtime work from time to time and employees will co-operate in the performance of such work. The Hospital will attempt to advise employees of required overtime as far in advance practicable except in the cases of emergency.
- E.08 In light of the foregoing, the Hospital agrees to distribute available overtime as equitably as practicable amongst qualified employees normally performing the work within the departments in which the overtime is required. It is understood and agreed, however, that any valid claim of inequitable distribution should result only in an employee's entitlement to the next opportunity to perform scheduled overtime in his department that he is qualified to perform,
- E.09 The Hospital and the Union agree to establish, at the request of either party, departmental scheduling committees comprised of not more than 3 representatives from the Hospital and 3 representatives for the Bargaining Unit, (one of whom will be an elected union official), to discuss issues related to scheduling.

Subject matter for discussion shall include scheduling consecutive tours, scheduling weekends off, the introduction of discontinuance of extended tours, posting work schedules in advance and other.

Any agreement on scheduling issues discussed by the committee may be confirmed in writing and implemented on agreement of the parties and would be effective from any date of agreement to implement unless otherwise provided.

Time off to attend meetings shall not be unreasonably withheld and bargaining unit representatives attending such meetings during their regularly scheduled hours of work shall not lose regular earnings as a result of such attendance.

## ARTICLE F - UNIFORMS

The Hospital agrees during the term of the Agreement, to provide the equipment necessary for the supply and laundering of uniforms for employees who are required to wear same with the addition of the following: Protective Aprons, Eye Protection, and Lab coats

## ARTICLE G - DESIGNATED HOLIDAYS

G.01 The following days are designated holidays:

- New Year's Day
- Good Friday
- Victoria Day
- Canada Day
- Civic Day
- Labour Day
- Thanksgiving Day
- Christmas Day
- Boxing Day
- Employee's Birthday
- Two Floating Holidays

G.02 Employee requests for specific float days will be accommodated wherever possible provided the request is made in writing at least two (2) weeks prior to the posting of the applicable schedule. Float days must be taken during the calendar year in which they were earned, at a time scheduled by the Hospital and agreeable to the employee. In the absence of mutual agreement, the float day shall be scheduled by the Hospital. There shall be no carryover of float days. To be eligible for Floating Holidays, an employee must have completed his probationary period. An employee whose employment has been terminated shall qualify for one (1) Float Holiday provided his termination takes place after March 31<sup>st</sup> of the year in which he is terminated. If the termination occurs after September 30<sup>th</sup> in the year in question he will qualify for two (2) Floating Holidays. In the event an employee has taken one or both Floating Holidays prior to

qualifying for the same, he shall reimburse the Hospital for the appropriate amount of holiday pay through a deduction from his last pay cheque.

Employee requests for specific float dates will be accommodated wherever possible provided that the request is made in writing at least two (2) weeks prior to the posting of the applicable schedule.

Requests made after this date will be considered based on staffing requirements. All requests will be considered in order of receipt. This language shall not be construed so as to require the use of overtime or the hiring of additional staff.

Where an employee is required to work on a previously scheduled float day he will be entitled to premium pay of one and one-half (1 ½) times his regular basic rate of pay. The float day will be rescheduled to a mutually agreed date.

- G.03 Lieu days to which an employee becomes entitled pursuant to article 16.03 shall be taken at a time scheduled by the Hospital and acceptable to the employee within sixty (60) calendar days following the holiday. If no agreement is reached on such day of pay within sixty (60) days, the employee shall receive holiday pay.
- G.04 The employee shall take his birthday holiday on his actual birth date, unless he gives thirty (30) days notice to his Department Head or Department Heads' designate that he wishes to reschedule the holiday. Where such written notice is properly given, the employee's birthday holiday will be arranged by mutual agreement, but in any event such rescheduled holiday must be taken in the period commencing thirty (30) days following the employee's actual birth date. If the Hospital requires an employee to work on the day which has been scheduled or mutually agreed as his birthday holiday, the employee will be entitled to premium pay of one and one-half times his regular basic rate of pay.
- G.05 Where any of the holidays listed in the local Appendix occurs on an employee's regularly scheduled day off, the employee will be paid his holiday pay and may receive an additional day off, without pay, at a time scheduled by the Hospital and agreeable to the employee. Where any of the holidays listed in the local Appendix occur during an employee's vacation period, his vacation shall be extended by one (1) day unless the Hospital agrees to provide an additional day off with pay at a time scheduled by the Hospital and agreeable to the employee.

#### **ARTICLE H- MEAL ALLOWANCE**

Employees who are required to work more than two (2) hours overtime continuous with the completion of their regular tour shall be provided with

a hot meal or granted a meal allowance to a maximum of \$8.00 on presentation of a receipt.

## **ARTICLE I - BULLETIN BOARDS**

The Union shall have reasonable access to designated bulletin boards throughout the premises of the Hospital for the posting of appropriate Union notices pertaining to matters relating to employees covered by the Collective Agreement. Copies of all notices shall be given to the Director, Employee Relations or his designate prior to posting and the hospital retains the right to approve any material posted herein. Such approval shall not be unreasonably withheld.

## **ARTICLE J - VACATION ADMINISTRATIVE PROVISIONS**

- J.01 The vacation year, for the purposes of scheduling and distribution of vacation, shall be from July 1st to **June 30** of the following year.
- J.02 Vacation schedules will be posted on or before March 31st in each year. Employees shall advise of their vacation preferences within thirty (30) calendar days of the posting of the schedule or such further period as agreed to by the Hospital. The Hospital will make reasonable efforts to accommodate the wishes of employees with respect to vacation preferences subject to the efficient operation of the Hospital. Where, in scheduling vacations in accordance with the foregoing, conflicts arise amongst employees as to their choice of available vacation times, consideration shall be given to the respective length of service of such employees, their vacation preferences in prior years and the staffing requirements of the Hospital.
- J.03 Vacations shall be taken in the vacation year of entitlement and there shall be no carry over of vacation except with the written approval of the Hospital.
- J.04 An employee shall provide his department head with two (2) weeks notification of resignation of employment.



## ARTICLE K -TRANSFER & SENIORITY OUTSIDE THE BARGAINING UNIT

An employee returned to the bargaining unit pursuant to Article 9.06 Shall be returned to the position he held prior to being transferred out of the bargaining unit. The employee filling the position to which the employee who transferred out of the bargaining unit is being returned shall also return to his former position. The Hospital agrees to inform the employee who is filling a position vacated by an employee who transferred out of the bargaining unit of this provision.

## ARTICLE L- TRANSFER OF SENIORITY AND SERVICE

Effective April 16, 1987 and for employees who transfer subsequent to April 16, 1987, for application of seniority for purposes of promotion, demotion, transfer, layoff and recall and service for purposes of vacation entitlement and wage progression, an employee whose status is changes 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) calendar 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.

## ARTICLE M- UNION REPRESENTATION AND COMMITTEES

### M.01 - Labour Management Committee

The number of representatives of each party on the Labour Management Committee referred to in Article 6.02 shall not exceed a total of four (4) committee members unless otherwise agreed.

### M.02 - Local Bargaining Committee

The local negotiating committee under Article 6.03 shall consist of not more than seven (7) employees appointed or eligible from amongst employees in the bargaining unit.

### M.03 - Steward Representation

The Hospital and Union agree that Union Stewards elected or appointed under Article 6.06 shall not exceed thirteen (13) in number. The allocation of such representatives shall be as follows.

<u>Department or Grouping</u>	<u>Representatives</u>
Nursing (incl. g Ai U)	
Aide & PSA	2
lab (incl. t i l)	
(1 ft rilding Oj .)	2
y & Parking	1
ol e eeing. Gro	2
cod Services	2
ti e vi	1
ti l , Store , Receiving	1
<b><u>Total</u></b>	<b><u>11</u></b>

The Union may elect or appoint additional shop stewards (floaters) to bring the total to a maximum of thirteen (13). from time to time as the need arises.

The Union will take into consideration the size of department and number of existing union stewards when assigning floaters. In any event. no more than one (1) floater may be assigned to any one (1) area except when replacing an extended Leave of Absence.

### M.04 - Grievance Committee

The Grievance Committee under Article 6.06 shall consist of not more than four (4) employees in addition to the shop steward.

### M.05 - Leave of Absence - Union Business

The total cumulative leave of Absence granted to employees under Article 12.02 shall not exceed one hundred and twenty five (125) working days per contract year. It is further understood and agreed that not more than two (2) employees may be absent at the same time from any department or grouping as set out in Article L.03 of the Appendix of Local Provisions and no more than five (5) employees shall be absent from the Hospital at any one time. The granting of such leaves shall, in any event, be subject to the efficient operation of the Hospital.

#### **ARTICLE N- TOOL ALLOWANCE**

The Hospital shall provide a tool allowance of \$125.00 in any one year period measured from April 1st to March 31st for replacement of tools required by an employee in the performance of his duties. Payment shall be made by direct bank deposit separate from the regular pay deposit on April 1 in each year. A list of eligible classifications shall be agreed to by the Hospital and the Union.

#### **ARTICLE O - TRANSPORTATION COST ON CALL BACKS**

Where an employee has completed his regularly scheduled shift and left the Hospital and is called in to work outside his regularly scheduled hours, the Hospital will pay transportation costs either by taxi or by his own vehicle at the rate of thirty five cents (50.35) per kilometre to a maximum of twenty dollars (520.00). The employee will provide to the Hospital satisfactory proof of payment of such taxi fare.

#### **ARTICLE P - JOINT OCCUPATIONAL 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.
- b) Recognizing its responsibilities under the applicable legislation, the Hospital agrees to accept as a member of its Joint Occupational Health and Safety Committee at least one representative selected or appointed by the Union from amongst bargaining unit employees.
- c) Such Committee shall identify potential dangers and hazards, institute means of improving health and safety programs and recommend actions to be taken to improve conditions related to safety and health.
- d) The Hospital agrees to co-operate reasonably in providing necessary information to enable the Committee to fulfill its functions.
- e) Meetings shall be held every second month or more frequently at the call of the chair if required. The Committee shall maintain minutes of all meetings and make the same available for review.
- f) Any representative appointed or selected in accordance with (b) hereof shall serve for a term of one calendar year from the date of appointment which may be renewed for further periods of one year.

Time off for such representative(s) to attend meetings of the Joint Occupational 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 endeavor to obtain the full co-operation 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 employees, a Hepatitis B vaccine.
- j) There shall be one Health and Safety representative from CUPE who will be a certified worker as defined under the Occupational Health and Safety Act. This would not preclude the employer from having more than one certified worker.
- k) The CUPE certified worker shall be trained at the Employer's expense.
- l) CUPE's representatives to the joint Occupational Health and Safety Committee shall be given one hour of paid preparation time to prepare for each meeting of the joint Occupational Health and Safety Committee.

#### **ARTICLE Q - FORM 7**

- 1) The Hospital agrees to provide a copy of the Form 7 to the employee concerned at the time the form is submitted to W.S.I.B.
- 2) The Hospital agrees to notify an employee if it intends to dispute his or her claim for Workers Safety and Insurance Benefits.
- 3) The Hospital will notify the Local Union of the names of any employees represented by the Union who are off work as a result of a work related injury.

## **ARTICLE R - NEW PAYROLL ERRORS**

Where a payroll error has occurred in excess of \$25.00 which the Hospital is responsible for, he/she may obtain a special cheque on the Friday after payday providing he/she informs their supervisor of the error by the first Monday following the pay in question.

## LETTER OF UNDERSTANDING

### RE MODIFIED WORK COMMITTEE

The Hospital and the Union agree that employees who have been off work due to injury, accident or illness, resulting in temporary/permanent impairment or handicap, should be returned to active employment as quickly as possible.

The Hospital will notify the president of the local of the names of all members off work due to a work related injury (whether or not the employee is in receipt of WSIB benefits) and those on LTD by the 15<sup>th</sup> of each month.

Prior to any member returning on a modified work program, the Hospital will notify a member of the local union executive, and the matter will be reviewed at the next scheduled meeting of the Modified Work Committee.

The Hospital agrees to supply the Union with a copy of the Workplace Safety and Insurance Boards Form 7 (Employer's Report of Accidental Injury or Industrial Disease) at the same time as the form is sent to the board, with the prior approval of the employee.

The Hospital agrees to establish a committee comprised of not more than two (2) representatives of the Union and two representatives of the Hospital. Each party shall have equal representation on the committee.

- (ii) MANDATE: The committee's terms of reference are to review the employment possibilities of these employees and to identify positions to which they could return, or to recommend modifications to the employee's existing job for the Hospital's consideration.
- (iii) OPERATION: During its deliberations, the committee will consider the employee's ability to return to work and their work limitations. In consultation with the Hospital, the committee will identify work areas that could accommodate the employee's capabilities.
- (iv) MEETINGS: The committee shall meet every month if necessary. Time so spent for committee functions shall be deemed time worked and employees shall be paid their regular rate.
- (v) MINUTES: The committee shall maintain minutes of all its meetings

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# CUPE Salary Plan

Salary Plan	Salary Grade	Step	Hourly Rate		CUPE Job Titles
			23-99-2602	22-99-2003	
20B/60B	203/604	1	15.53	16.00	Apprentice Printer, Dietary Aide, Glassware Washer, Groundsperson, Housekeeping Aide, Linen Aide, Parking Lot Attendant, Pharmacy Porter, Porter, W/Food Service, Porter (Linen), Seamstress (Laundry), Therapist Aide, Pharmacy Aide
20B/60B	203/604	2	16.30	16.79	
20B/60B	204	1	16.87	17.38	
20B/60B	204	2	17.54	18.07	
20B/60B	205/605	1	15.91	16.39	CS & TD Aide, Glassware Washer, Lead Hand, Jt Printer, Linen Porter II, Nursing Aide I, Stores Porter, Unit Aide, Dietary Aide III, Baker's Helper
20B/60B	205/605	2	16.73	17.23	
20B/60B	207/606	1	16.48	16.97	Nursing Aide, Housekeeping, Lead Hand, Nursing Aide II, Porter - Lead Hand, Receiver W/Food Service, Receiver W/Stores, Seamstress (Uniforms), Sr Printer, Storekeeper/Pharmacy, Stores Driver, Property Attendant, Horticultural Attendant
20B/60B	207/606	2	17.28	17.80	
20B/60B	209	1	16.28	16.77	Orderly/Radiology, Receiver W/Food Services, Receiver W/Stores
20B/60B	209	2	17.05	17.56	
20B/60B	209	3	17.89	18.43	
20B/60B	210/608	1	16.40	16.89	Cook, Baker
20B/60B	210/608	2	17.21	17.73	
20B/60B	210/608	3	18.10	18.64	
20B/60B	210/608	4	18.97	19.54	
20B/60B	211/620	1	16.59	17.09	Nursing Aide (Instrument Room), Patient Service Aide
20B/60B	211/620	2	17.09	17.60	
20B/60B	211/620	3	17.62	18.15	
20B/60B	211A	1	18.51	19.07	Lead Hand - Instrument Room

CUPE JOB TITLES

Salary Plan	Salary Grade	Step	Hourly Rate 23-09-2002				Hourly Rate 22-09-2003				Job Title
			1	2	3	4	1	2	3	4	
20B/60B	212	1	17.74				18.27				Darkroom Technologist
20B/60B	212	2	18.23				18.78				
20B/60B	212	3	18.73				19.29				
20B/60B	212	4	19.23				19.81				
20B/60B	213	1	18.34				18.89				Building Operator; Incinerator Operator; Lead Hand - Stores/Receiving; Maintenance Carpenter I; Maintenance Electrician I; Maintenance Mechanic I
20B/60B	213	2	19.03				19.60				
20B/60B	214	1	19.22				19.80				Painter
20B/60B	214	2	19.97				20.57				
20B/60B	215	1	20.35				20.96				Building Operator; Construction Carpenter; Construction Labourer II; Maintenance Carpenter III; Maintenance Electrician III; Maintenance Mechanic III; Registered Practical Nurse
20B/60B	215	2	21.17				21.81				
20B/60B	216	1	20.97				21.60				Construction Lead Hand; Lic Electrician - Construction; Lic Plumber - Construction; Lic Refrigeration Mechanic; Lic Electrician; Lic Millwright; Lic Plumber; Painter Lead Hand I; Steamfitter Construction
20B/60B	216	2	21.79				22.44				
20B/60B	217	1	21.61				22.26				Business Equipment Tech; Electronics Technician; Lead Hand Building Operation; Lead Hand - Electrician; Lead Hand - Mechanical Trades; Lead Hand - Millwork
20B/60B	217	2	22.48				23.15				
20B/60B	217	3	23.39				24.09				
20B/60B	218	1	17.58				18.11				Lead Hand - OR
20B/60B	219	1	17.63				18.16				Lead Hand - Pharmacy
20B/60B	219	2	18.49				19.04				

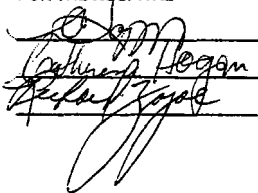


## PROCESS

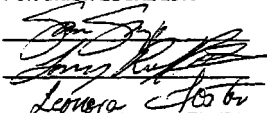
- (i) Candidates for the **Modified work** program are those employees who are unable to **return** to their former jobs and are deemed to be fit for modified work.
- (ii) When a suitable vacant position is identified, the **committee will recommend that the employee be assigned to the position for a reasonable assessment period.**
- (iii) During this period, the Hospital shall afford the employee a reasonable amount of orientation and training, monitor the employee's performance and report their **findings** to the committee.
- (iv) At any time during the **assessment period**, the employee may withdraw from the **assigned modified work** or from the program if **he/she** feels that further injury may result. The Hospital may also suggest to the **committee** that **the employee be withdrawn** if it is determined that **the employee's health or well-being is at risk**. Any **such** action by the employee or the Hospital **must be supported** by a medical evaluation.
- (v) The **committee** may recommend to the Hospital that the assessment period be extended, if it **is deemed** to be beneficial.
- (vi) When a **vacancy** occurs in the employee's **classification**, the employee **will** be assigned to the **position** and **the** posting provision may be waived.
- (vii) An employee may be assigned to a vacant position and paid at the rate of **the job being performed**. If that rate is lower than the rate of the job they were working **when** injured they shall be paid at the higher rate and **red circled until the rate of the job increases** to their level of pay.
- (viii) The **employee** may be assigned to replace another employee **who is off** work due to **illness** or vacation for a specified length of time. Such time may be extended **upon** mutual agreement between the Union and the Hospital.

DATED at Toronto, Ontario this 6<sup>th</sup> day of April, 2004.

FOR THE HOSPITAL

  
\_\_\_\_\_  
Robert Joyce

FOR UNION LOCAL 2816

  
\_\_\_\_\_  
Lenora

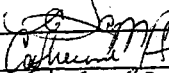
MEMORANDUM OF AGREEMENT

RE MONTHLY MEETINGS

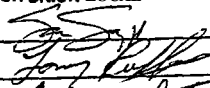
The Hospital and the Union agree that the Hospital shall provide sufficient space to allow the Local Union to hold its meetings on the Hospital premises.

DATED at Toronto, Ontario this 6<sup>th</sup> day of April, 2004.

FOR THE HOSPITAL

  
\_\_\_\_\_  
Catherine Hogan  
\_\_\_\_\_  
Richard Zinke  
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FOR UNION LOCAL 2816

  
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Tony Kubiak  
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Lemna S. Lator  
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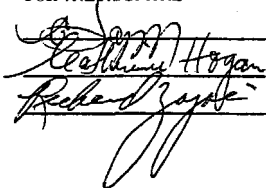
**MEMORANDUM OF AGREEMENT**

**RE: NEWPROPOSAL**

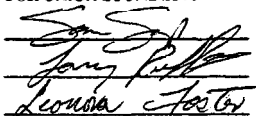
The Hospital and the Union agree that the Hospital shall make available, on a bi-yearly basis, a mailing list including current addresses and phone numbers for all members of the Local Union of the Canadian Union of Public Employees. Union members, who do not want the Union to have this information, shall notify the Hospital of such in writing.

DATED at Toronto, Ontario this 6<sup>th</sup> day of April, 2004.

FOR THE HOSPITAL

  
Richard Zyzanski

FOR UNION LOCAL 2816

  
Louisa Foster

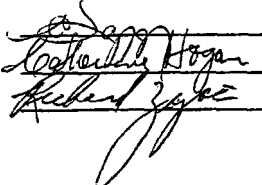
MEMORANDUM OF AGREEMENT

R E SCHEDULING

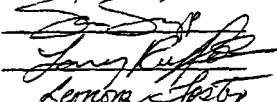
The Hospital and the Union agree to discuss departmental scheduling issues at monthly departmental labour management committee meetings.

DATED at Toronto, Ontario this 6<sup>th</sup> day of April, 2004.

FOR THE HOSPITAL

  
\_\_\_\_\_  
Catherine Hogan  
\_\_\_\_\_  
Robert Zare  
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FOR UNION LOCAL 2816

  
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Janet Kuffel  
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Lenora Foster  
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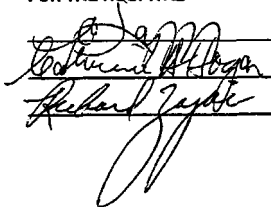
LETTER OF UNDERSTANDING

R E LEADHANDS

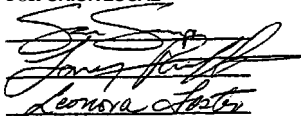
The Hospital and the Union agree that in the event of layoff and recall, leadhands will be treated as part of the effected classification until the layoff and subsequent bumping has occurred. e.g. Porter Leadhand to Porter status.

DATED at Toronto, Ontario this 6<sup>th</sup> day of April, 2004

FOR THE HOSPITAL

  
\_\_\_\_\_  
Richard Zepke

FOR UNION LOCAL 2816

  
\_\_\_\_\_  
Leona Foster

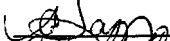
**LETTER OF UNDERSTANDING**

**RE: JOB DESCRIPTIONS**


The Hospital will, in good faith, attempt during the term of this Agreement to develop job descriptions for the classifications covered by the Collective Agreement. Upon completion of same, the Hospital will provide the Union with copies and duties will be reviewed with both new and current employees.

DATED at Toronto, Ontario this 6<sup>th</sup> day of April, 2004.

**FOR THE HOSPITAL**

  
\_\_\_\_\_  
Catherine Hogan  
\_\_\_\_\_  
Richard Zappi  
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**FOR UNION LOCAL 2816**

  
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Gary Ruffalo  
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Leonora Ester  
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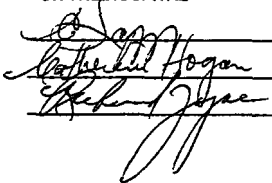
**LETTER OF UNDERSTANDING**

**RE: DIRECT DEPOSIT BANKING SYSTEM**

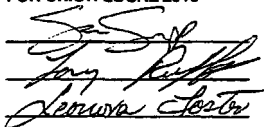
The Hospital and Local 2816 of the Union, on behalf of employees in the bargaining unit, agree that during the term of the Collective Agreement, the current direct deposit banking system will continue in effect

DATED at Toronto, Ontario this 6<sup>th</sup> day of April, 2004.

**FOR THE HOSPITAL**

  
\_\_\_\_\_  
Robert Hogan  
\_\_\_\_\_  
Richard Joyce  
\_\_\_\_\_

**FOR UNION LOCAL 2816**

  
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Tony Ruff  
\_\_\_\_\_  
Loraine Lester  
\_\_\_\_\_

**LETTER OF UNDERSTANDING**  
**RE UNION DUES REMITTANCE**

When remitting union dues to the Union, we will, to the ability  
arises through the payroll system, provide the following information:

- Name, classification, amount of union dues deducted, and the total number of hours worked by each employee within that dues period.

DATED at Toronto, Ontario this 6<sup>th</sup> day of April, 2004.

FOR THE HOSPITAL

[Signature]  
Catherine A. Hogan  
[Signature]

FOR UNION LOCAL 2816

[Signature]  
[Signature]  
Leona Foster

[Signature]



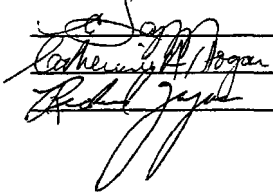
LETTER OF UNDERSTANDING

RE: VACATION ADMINISTRATIVE PROVISIONS

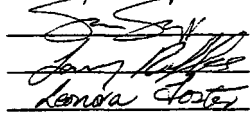
The Hospital and Union agree to meet to discuss changing the existing vacation year to a April 1 to March 31 vacation year.

DATED at Toronto, Ontario this 10<sup>th</sup> day of April, 2014.

FOR THE HOSPITAL

  
\_\_\_\_\_  
Catherine H. Hogan  
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FOR UNION LOCAL 2816

  
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Janey Ruffles  
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Lemora Foster  
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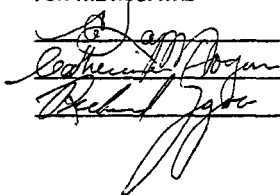
MEMORANDUM OF AGREEMENT

RE: LABOUR MANAGEMENT COMMITTEE

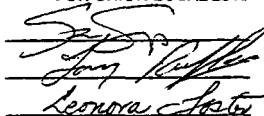
The Hospital and the Union agree that the number of representatives of each party on the Labour Management Committee referred to in Article 6.02 shall not exceed a total of four (4) committee members unless otherwise agreed

DATED at Toronto, Ontario this <sup>6<sup>th</sup></sup> day of April 2004.

FOR THE HOSPITAL

  
\_\_\_\_\_  
Catherine Fogar  
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Richard J. ...  
\_\_\_\_\_

FOR UNION LOCAL 2816

  
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Tony Ruffalo  
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Leonora Foster  
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