

COLLECTIVE AGREEMENT

BETWEEN

The Hospital for Sick Children
(Hereinafter referred to as the Hospital)

- AND -

Canadian Union of Public Employees, Local 2816
(Hereinafter referred to as the Union)

PART-TIME AND CASUAL EMPLOYEES

May 12, 2012 to September 28, 2017

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ARTICLE 1 – PREAMBLE

1.01 Preamble

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

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

1.02 Feminine/Masculine Pronouns

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

ARTICLE 2 – DEFINITIONS

2.01 Temporary Employees

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 release or discharge of such persons shall not be the subject of a grievance or arbitration.

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

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

2.02 Regular Part-Time

A regular part-time employee is an employee who is regularly scheduled for work on the basis of a commitment made to the Hospital to be available for work on a predetermined basis. Prior to utilizing a part-time or casual

employee, regular part-time employees that are normally scheduled on that department/unit may, based on their availability, be given the option of being scheduled for additional shifts over and above their normal commitment as required by Hospital operations.

2.03 Part-Time

A part-time employee is an employee who may be regularly scheduled to work and is defined as an employee who makes a commitment to the Hospital to be available for work on a predetermined basis as required by the Hospital and in respect of whom such pre-determined scheduling occurs. Part-time employees are not guaranteed a specific number of hours of work or shifts per pay period or per scheduling period. Prior to utilizing a casual employee, part-time employees that are normally scheduled on that department/unit may, based on their availability, be given the option of being scheduled for additional shifts as required by Hospital operations.

2.04 Casual

A casual employee is defined as an employee whose work is not regularly scheduled on a predetermined basis but who may be called in on a relief or replacement basis to fill in for illness, vacation, emergencies and other periods of staff shortages. Casual employees are not guaranteed a specific number of hours of work or shifts per pay period or per scheduling period.

ARTICLE 3 – MANAGEMENT RIGHTS

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

- (a) maintain order, discipline and efficiency;
- (b) hire, 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.

3.02 The Hospital agrees that such rights shall not be exercised in a manner inconsistent with the provisions of this Agreement.

ARTICLE 4 – RECOGNITION

4.01 The Hospital recognizes the Union as the exclusive bargaining agent for all employees of The Hospital for Sick Children in the City of Toronto regularly employed for 24 hours or less per week, 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, Retail Associates, students employed during the school vacation period, and employees currently represented by a trade union.

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 Co-ordinators; Interpreters; Registered and Non-Registered Respiratory Technicians and Technologists, Assistant Respiratory Technicians and Respiratory Technician Aides; Orthotists, Orthotic Technicians, Orthotist Trainees and Orthotic Assistance and Technicians and Attendants; Dental Hygienists, Dental Assistance; Orthodontic Assistances, Dental Technicians, Refractionist Technicians; Biomedical Engineering Technicians; Assistant Technicians Junior; Phlebotomists; Graphic Illustrators. Medical Photographers, Audiovisual Projectionists and Technicians; Digitizer Operators; Pathology Assistance; 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 5 – NO DISCRIMINATION

5.01 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.

5.02 Attendance Management

Days of absence arising out of a medically-established serious chronic condition, an on-going course of treatment, a catastrophic event, absence for which WSIB benefits are payable, medically necessary surgical interventions, or days where the employee is asymptomatic and is under a doctor's care from the commencement of symptoms for a confirmed communicable disease (and has provided medical substantiation of such symptoms) but is required to be absent under the Hospital or public health authority protocol, will not be counted for the purposes of being placed on, or progressing through the steps of an attendance management program.

Leaves covered under the Employment Standards Act, and leaves under Article 14 will not be counted for the purposes of being placed on, or progressing through, the steps of an attendance management program.

The parties agree that grievances related to 5.02 will be heard before Arbitrator William Kaplan (with nominees).

ARTICLE 6 – STRIKES AND LOCKOUTS

6.01 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 7 – UNION SECURITY

7.01 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.

7.02 Notification to Union

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

7.03 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 fifteen (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.

7.04 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.

7.05 Union Dues Deduction and Remittance and Dues Lists

(a) The Hospital agrees to deduct union dues bi-weekly, from each regular employee in the bargaining unit.

- (b) The amount of the 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) The deduction shall be forwarded to the National Secretary-Treasurer of the Union following the pay period in which the deduction was made, along with a list of employees for whom deductions were made.
- (d) Dues deductions shall become effective in the month following the month in which the employee was hired. 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.
- (e) When remitting union dues to the Union, the Hospital will, if the ability arises through the Hospital 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.

ARTICLE 8 – UNION REPRESENTATION AND COMMITTEES

8.01 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.

8.02 Labour Management Committee

- (a) 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.

- (b) 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.

- (c) 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.

- (d) 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.

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

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

8.03 **Bargaining Committee**

The Hospital agrees to recognize a Negotiating Committee comprised of no more than five (5) Hospital employee representatives of the Union (inclusive of not more than two (2) Union Executive Members) for the purpose of negotiating a renewal agreement. 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 14.02.

8.04 Union Stewards

- (a) 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.
- (b) A Chief Steward or designate may, in the absence of any Steward, assist in the presentation of any grievance, or with any Steward function.
- (c) 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.
- (d) 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.
- (e) The Hospital and Union agree that Union Stewards elected or appointed under this Article shall not exceed thirteen (13) in number. The allocation of steward representation shall be as follows:

<u>Department or Grouping</u>	<u>Representatives</u>
Linen and Transport	2
Housekeeping	4
Food Services	2
Patient Operative Care Unit (POCU)/CSD	2
Printing, Stores, Receiving	1
Floater	2
Total	13

- (f) Nothing in this Article shall preclude stewards in the CUPE full-time service bargaining unit from representing employees covered by this Agreement and vice-versa.

8.05 **Grievance Committee**

The Hospital will recognize a Grievance Committee composed of the Chief Steward and not more than four (4) employees in addition to the Chief Steward 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.

ARTICLE 9 – GRIEVANCE AND ARBITRATION PROCEDURE

- 9.01 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.
- 9.02 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.
- 9.03 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 the Department Manager and/or designate. 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 Department Manager and/or 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 Department Director and/or designate. A meeting will then be held between the Hospital Representative 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 Hospital may have such counsel and assistance as he may desire at such meeting. The decision of the Department Director and/or designate shall be delivered in writing within nine (9) calendar days following the date of such meeting.

- 9.04 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.
- 9.05 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 Director and/or designate 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.
- 9.06 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 affected. 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.
- (d) 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.

9.07 (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.

9.08 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.

9.09 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.

- 9.10 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 9.11 No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the Grievance Procedure.
- 9.12 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.
- 9.13 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.
- 9.14 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.
- 9.15 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 48 (16) of *The Labour Relations Act*.
- 9.16 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 10 – ACCESS TO FILES

10.01 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 a Human Resources Representative or designate. An employee has the right to request copies of any evaluations in this file.

10.02 **Clearing of Record**

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 (1) year. All leaves of absence in excess of ten (10) calendar days will not count toward either of the above periods.

ARTICLE 11 – SENIORITY

11.01 **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 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.

11.02 **Definition of Seniority**

Employees will accumulate seniority on the basis of one (1) year's seniority for each 1725 hours worked in the bargaining unit as of the last date of hire, except as otherwise provided herein.

Such employees cannot accrue more than one (1) year's seniority in a twelve (12) month period commencing January 1st of each year.

11.03 **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 forty-eight (48) 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;
- (g) refuses six (6) shifts within a six (6) month period without reasonable explanation.

11.04 **Effect of Absence**

Unless otherwise provided in the Collective Agreement:

Employees shall accrue seniority for the duration of the absence, if an employee's absence is due to a disability resulting in WSIB benefits.

Such employees shall accrue service for a period of fifteen (15) weeks if absent due to a disability resulting in WSIB benefits, on the basis of what the employee's normal regular hours of work would have been.

11.05 **Job Posting**

- (a) Where a permanent vacancy occurs in a classification within the bargaining unit or a new position within the bargaining unit is established by the Hospital, such vacancy shall be posted for a period of seven (7) consecutive calendar days. Applications for such vacancy shall be made in writing within the seven (7) day period referred to herein.
- (b) The postings shall stipulate the qualifications, classifications, rate of pay, department and shift and a copy shall be provided to the Chief Steward.
- (c) Vacancies created by the filling of an initial permanent vacancy will be posted for a period of three (3) consecutive calendar days, excluding Saturdays, Sundays and Holidays. Applications for such vacancies shall be made in writing within the three (3) day period referred to herein.
- (d) In matters of promotion and staff transfer appointment shall be made of the senior applicant able to meet the normal requirements of the job. 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.

- (e) The Hospital agrees that it shall post permanent vacant positions within thirty (30) calendar days of the position becoming vacant, unless the Hospital provides the Union notice of its intention to eliminate the position pursuant to the Collective Agreement.
- (f) The name of the successful applicant will be posted on the bulletin board for a period of seven (7) calendar days.
- (g) 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.
- (h) The successful applicant 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. The vacancy resulting from the posting may be filled on a temporary basis until the trial period is completed.
- (i) 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.

11.06 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. This period may be extended a further six (6) months upon the agreement of the employee and the Hospital. 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 twenty-four (24) months shall forfeit bargaining unit seniority.

- (c) In the event an employee transferred out of the bargaining unit under (a) or (b) above is returned to the bargaining unit within a period of twelve (12) calendar months, he shall accumulate seniority during the period of time outside the bargaining unit.

11.07 **Transfer of Seniority and Service**

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:

- (a) an employee whose status is changed from full-time to part-time shall receive full credit for his seniority and service;
- (b) an employee whose status is changed from part-time to full-time shall receive credit for his seniority and service on the basis of one (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.

11.08 **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) reassignments will occur in reverse order of seniority;
 - (ii) the reassignment of the employee is to an appropriate permanent position with the Employer having regard to the employees skills, abilities, qualifications and training or training requirements;
 - (iii) the reassignment of the employee does not result in a reduction of the employees wage rate or hours of work;
 - (iv) 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;
 - (v) the job to which the employee is reassigned is on the same or substantially similar shift or shift rotation; and
 - (vi) 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

A Redeployment Committee will be established not later than two (2) weeks after the notice referred to in 11.08(a)(i) 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 11.12, 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 provisions may be filed as a grievance commencing at Step 2.

(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 agreed between the parties.

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.

11.09 Voluntary Exit Option

Prior to issuing a notice of layoff pursuant to 11.08(a)(ii), the Hospital will offer a voluntary early exit option in accordance with the following conditions:

- (a) The Hospital will first make offers in the classifications within department(s) where layoffs would otherwise occur. If more employees than are required are interested, the Hospital will make its decision based on seniority.
- (b) In no case will the Hospital approve an employee's request a voluntary early exit option, if the employees remaining are not qualified to perform the available work.
- (c) The number of voluntary early exit options the Hospital approves will not exceed the number of employees in that classification who would otherwise be laid off. The last day of employment for an employee who accepts a voluntary early exit option will be at the Hospital's discretion and will be no earlier than thirty (30) calendar days immediately following the employee's written acceptance of the offer.

An employee who elects a voluntary early exit option shall receive, following completion of the last day of work, a separation allowance of two (2) weeks' salary for each year of service, to a maximum of fifty-two (52) weeks' pay.

11.10 Layoff and Recall

An employee in receipt of notice of layoff pursuant to Article 11.08(a)(ii) may:

- (a) accept the layoff; or
- (b) opt to receive a separation allowance as outlined in Article 11.11; or
- (c) opt to retire, if eligible under the terms of the Hospital's pension plan; 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 11.08.

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.

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.

- (e) 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 in a higher-paying classification provided they are able to meet the normal requirements of the job, with orientation but without additional training.
- (f) An employee who is subject to layoff other than a layoff of a permanent or long-term nature whose hours of work are, subject to Article 16.01, reduced, shall have the right to accept the layoff or displace another employee in accordance with (a) and (d) above.
- (g) The Hospital agrees to post vacancies during the recall period, as per the job posting procedure, allowing employees on recall to participate in the posting procedure. Should the position not be filled via the job posting procedure, 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.
- (h) 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.
- (i) 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.

- (j) 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.
- (k) The Hospital shall notify the employee of recall opportunity by registered mail, addressed to the last address on record with the Hospital (which notification shall be deemed to be received on the second day following the date of mailing). The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work. The employee is solely responsible for his or her proper address being on record with the Hospital.

11.11 **Separation Allowance**

- (a) Where an employee resigns within thirty (30) days after receiving notice of layoff pursuant to article 11.08(a)(ii) that his or her position will be eliminated, he or she shall be entitled to a separation allowance of two (2) weeks' salary for each year of continuous service to a maximum of sixteen (16) weeks' pay, and, on production of receipts from an approved educational program, within twelve (12) months of resignation, may be reimbursed for tuition fees up to a maximum of three thousand (\$3,000) dollars.
- (b) Where an employee resigns later than thirty (30) days after receiving notice pursuant to Article 11.08(a)(ii) that his or her position will be eliminated, he or she shall be entitled to a separation allowance of four (4) weeks' salary, and, on production of receipts from an approved educational program, within twelve (12) months of resignation, may be reimbursed for tuition fees up to a maximum of one thousand two hundred and fifty (\$1,250) dollars.

11.12 **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 11.08(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 have been approved for retraining in order to prevent a layoff will have their work schedule 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 availability assistance of any federal or provincial retraining program funds to cover the cost of tuition, books and any travel, as well as any wages eligible under the terms of such program.
- (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 successful completion of his or her training period, the Hospital and the Union undertake to waive any restrictions which might otherwise apply, and the employee will be placed in the job identified in 11.112(a)(i).

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

11.13 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.

11.14 **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 (6) 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.

11.15 **Work-Loads**

- (a) The parties agree that patient care is enhanced if concerns relating to professional practice, patient acuity, fluctuating work-loads and fluctuating staffing are resolved in a timely and effective manner.
- (b) Employees are encouraged to raise their concerns with their immediate supervisor. In the event that the workload concern is not resolved to the employee's satisfaction, the employee, or group of employees, may submit their concerns in writing (with a copy to their immediate Supervisor) to either the Joint Health and Safety Committee (as constituted under Article 21.03) or the Labour Management Committee (as constituted under Article 8.02) through their Union Representative.

11.16 **Seniority Lists**

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

11.17 **Transformation in Health Care**

Seniority Recognition

Without prejudice to the Union's or Hospitals' rights under the Collective Agreement or the *Labour Relations Act* and/or the *Public Sector Labour Relations Transition Act*, the parties agree that non-unionized employees who are affected (via relocation/transfer*) shall, when entering the bargaining unit, be afforded seniority and service in accordance with the anniversary of their date of hire (or hours worked) from their original Hospital. Such anniversary date shall be calculated in accordance with the relevant provisions of the relevant Collective Agreement.

Right to Return or Transfer

Employees who are relocated/transferred* to another Employer by the Hospital will retain their seniority and service at their original Hospital for a twenty-four (24) month period.

Without prejudice to the Union's or Hospitals' rights under the Collective Agreement or the *Labour Relations Act* and/or the *Public Sector Labour Relations Transition Act*, employees relocated/transferred* shall have the right to post for vacancies that arise, prior to or subsequent to the relocation/transfer*, at their originating Hospital for that twenty-four (24) month period.

If they are the successful applicant, they will return to the employ of the Hospital with seniority accrued and service intact but not accrued, for the period that the employee was relocated/transferred* to another Employer.

* Pursuant to a "Sale of Business" under Section 69 of the *Labour Relations Act*, or to a transfer pursuant and to the *Public Sector Labour Relations Transition Act*.

11.18 **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.

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 and the duties performed.

11.19 An employee shall provide his Department Head with two (2) weeks notification of resignation of employment.

ARTICLE 12 – CONTRACTING OUT

12.01 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 employees results from such contracting out.

12.02 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:

- (i) to employ the employees thus displaced from the Hospital; and
- (ii) in doing so to stand, with respect to that work, in the place of the Hospital for the purposes of the Hospital's Collective Agreement with the Union, and to execute into an agreement with the Union to that effect.

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

12.03 Contracting In

Further to Article 11.08(d)(i)(1), the parties agree that the Redeployment Committee will immediately undertake a review of any existing sub-contract work which would otherwise be bargaining unit work and which may be subject to expiry and open for renegotiation within six (6) months with a view to assessing the practicality and cost-effectiveness of having such work performed within the Hospital by members of the bargaining unit.

ARTICLE 13 – WORK OF THE BARGAINING UNIT

13.01 Work of the Bargaining Unit

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

ARTICLE 14 – LEAVES OF ABSENCE

14.01 Personal Leave

Written request for a personal leave of absence without pay will be considered on an individual basis by the 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. Employees needing personal leave days for appointments with medical practitioners may utilize the personal leave language. Such leave shall not be unreasonably withheld.

14.02 Union Business

- (a) 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 fourteen (14) 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 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 8.04 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. 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 and seven (7) Alternate 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.

Employees will be given full credit for seniority purposes for regularly scheduled hours missed in accordance with this provision.

- (b) In addition to the above, an employee who is attending to union business when not regularly scheduled to work shall be deemed to be on union leave and the amount of such leave shall not be deducted from the number of days of absence identified above. Such employee will be credited with seniority for the number of hours of such leave to a maximum of thirty-seven and one-half (37.5) hours per week. The Union will advise the Hospital of the number of such hours.

14.03 **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. It is understood that no more than one (1) employee will be from the same unit of the Hospital, subject to operational requirements.

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 during such leave.

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.

14.04 **Leave for OCHU President and Secretary-Treasurer**

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.

14.05 **Bereavement Leave**

Any employee who notifies the Hospital as soon as possible following a bereavement will be granted bereavement leave for four (4) consecutive working days off without loss of regular pay from regularly scheduled hours in conjunction with the death of the spouse, child or parent.

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 sister, brother, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparent, grandchild, brother-in-law, sister-in-law or grandparent of spouse.

An employee shall be granted one (1) day bereavement leave without loss of regular pay from regularly scheduled hours to attend the funeral of his or her aunt or uncle, niece or nephew.

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.

14.06 **Jury & Witness Duty**

If an employee is required to attend jury selection or 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.

Where an employee is selected for jury duty, for a period in excess of one (1) week, the employee shall be paid for all hours scheduled and not be expected to attend at work. Upon completion of the process the employee shall be returned to that point on their former schedule that is considered appropriate by the Hospital. It is understood and agreed that the local parties may agree to different scheduling arrangements for the first week of jury and witness duty.

In addition to the foregoing, where a part-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, he shall be paid for all hours actually spent at such hearings at his regular straight time hourly rate subject to (a), (b) and (c) above.

14.07 **Pregnancy Leave**

- (a) Pregnancy leave will be granted in accordance with the provisions of the *Employment Standards Act*, except where amended in this provision. The service requirement for eligibility for pregnancy leave shall be thirteen (13) weeks of continuous service.
- (b) The employee shall give written notification at least two (2) weeks in advance of the date of commencement of such leave and the expected date of return. At such time she shall also furnish the Hospital with the certificate of a legally qualified medical practitioner stating the expected birth date.

- (c) The employee shall reconfirm her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Hospital at least two (2) weeks in advance thereof.
- (d) Effective on confirmation by the 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 23 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 on the basis of what the employee's normal regular hours of work would have been.
- (f) The Hospital will continue to pay the percentage in lieu of benefits during the period of pregnancy leave. The Hospital will register those benefits as part of the Supplemental Unemployment Benefit Plan with the Canada Employment Insurance Commission.
- (g) The employee may elect to continue to participate in the Hospital's pension plan for the period of the pregnancy leave, in which case, the

employee will be deemed to be credited with pensionable service and earnings for the period for which the contributions were made.

- (h) 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.

14.08 **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 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 23 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 the employee is on parental leave on the basis of what the employee's normal regular hours of work would have been.
- (g) The Hospital will continue to pay the percentage in lieu of benefits for a period of up to ten (10) weeks while the employee is on parental leave. The Hospital will register these benefits with the Unemployment Benefit Plan.
- (h) The employee may elect to continue to participate in the Hospital's pension plan for the period of the parental leave, in which case, the employee will be deemed to be credited with pensionable service and earnings for the period for which the contributions were made.
- (i) 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.

14.09 **Education Leave**

If required by the Hospital, an employee shall be entitled to leave of absence with pay and with full credit for service and seniority and benefits to take

courses and 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.

Subject to operational requirements, the Hospital will make every reasonable effort to grant requests for an employee to take an educational leave without pay and without loss of seniority of up to twelve (12) months for training related to the employee's employment at the Hospital.

14.10 **Medical Care and Emergency Leave**

An employee is entitled to a leave of absence without pay because of any of the following:

- (a) A personal illness, injury or medical emergency.
- (b) The death, illness, injury or medical emergency of an individual described in this Article.
- (c) An urgent matter that concerns an individual described in this Article.

For the purposes of this Article, the individuals referred to in this Article are:

- the employee's spouse;
- a parent, step-parent or foster parent of the employee or the employee's spouse;
- a child, step-child or foster child of the employee or the employee's spouse;
- a grandparent, step-grandparent, grandchild or step-grandchild of the employee or of the employee's spouse;
- the spouse of a child of the employee;
- the employee's brother or sister;
- a relative of the employee who is dependent on the employee for care or assistance.

An employee who wishes to take leave under this section shall advise his or

her Hospital that he or she will be doing so. If the employee must begin the leave before advising the Hospital, the employee shall advise the Hospital of the leave as soon as possible after beginning it.

An employee is entitled to take a total of ten (10) days' leave under this section each year. If an employee takes any part of a day as leave under this section, the Hospital may deem the employee to have taken one day's leave on that day for the purposes of this Article. The Hospital may require an employee who takes leave under this section to provide evidence reasonable in the circumstances that the employee is entitled to the leave.

Upon the conclusion of an employee's leave under this Article, the Hospital shall reinstate the employee to the position the employee most recently held with the Hospital, if it still exists, or to a comparable position, if it does not.

14.11 **Compassionate Care Leave**

- (a) Compassionate care leave will be granted to an employee for up to eight (8) weeks within a twenty-six (26) week period to provide care or support to a family member who is at risk of dying within that 26-week period in accordance with section 49.1 of the *Employment Standards Act, 2000*.
- (b) An employee who is on compassionate care leave shall continue to accumulate seniority and service.
- (c) Subject to any changes to the employee's status which would have occurred had he or she not been on compassionate care 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.
- (d) The employee and the Hospital will continue to pay their respective shares of the benefits and pension premiums.

ARTICLE 15 – INJURY

15.01 **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.

ARTICLE 16 – HOURS OF WORK

16.01 Daily & Weekly Hours of Work

The regular hours of work per week shall not be greater than twenty four (24) as scheduled by the Hospital exclusive of a one-half ($\frac{1}{2}$) hour unpaid meal period per shift. The meal period shall be an uninterrupted period subject to efficiency of operations of the Hospital.

The normal daily tour shall not be more than seven and one-half ($7 \frac{1}{2}$) hours exclusive of a one-half hour unpaid meal period.

It is understood and agreed that the provisions of this Article are intended only to provide a basis for calculating time worked and shall not be considered a guarantee as to hours of work per day, the days or work per week, nor a guarantee of working schedules.

16.02 Rest Periods

Employees shall be entitled to a paid rest period of fifteen (15) minutes for each three and three-quarter ($3 \frac{3}{4}$) hours of work.

16.03 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.

16.04 Extended Tours

Extended tour provisions may be negotiated by the parties.

ARTICLE 17 – PREMIUM PAY

17.01 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.

17.02 Definition of Overtime

All authorized work performed in excess of seven and one half ($7 \frac{1}{2}$) hours per day or in excess of the thirty seven and a half (37.5) hours per week shall be paid at the overtime rate unless otherwise provided herein.

17.03 **Overtime Premium and No Pyramiding**

The overtime rate shall be time and one-half (1 ½) the employee's straight time hourly rate.

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

17.04 **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. 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.

17.05 **Call-Back**

Where employees are called back to work after having completed a regular shift, and prior to the commencement of their next regular shift, they shall receive a minimum of four (4) hours of work or four (4) hours pay at the rate of time and one-half (1 ½) their regular hourly earnings. Where the four (4) hour period overlaps into the employee's next regular shift, the employee shall only receive their regular straight-time hourly rate.

17.06 **Standby**

Effective May 26, 2015, 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 three dollars and thirty cents (\$3.30) per hour for all hours on standby. Effective September 29, 2016, where such standby duty falls on a paid holiday, as set out in the Appendix of Local Provisions, the employee shall receive standby pay in the amount of four dollars and ninety cents (\$4.90) per hour.

Standby pay shall, however, cease where an employee is called into work under Article 17.05 above and works during the period of standby.

17.07 **Temporary Transfer**

Effective May 26, 2015, where an employee is assigned temporarily to perform the duties and assume the responsibilities of a higher paying position in the bargaining unit, he shall be paid the rate in the higher salary range immediately above his current rate for all hours worked in the higher paying

position.

17.08 Shift and Weekend Premium

Effective May 12, 2013, employees shall be paid a shift premium of one dollar and twenty cents (\$1.20) per hour for all hours worked where the majority of their scheduled hours fall between 1500 and 0700 hours.

The same one dollar and twenty cents (\$1.20) per hour will be paid as weekend premium for all hours worked between 2400 hours Friday and 2400 hours Sunday.

17.09 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 Hospital corporate rate per kilometre to a maximum of twenty four dollars (\$24.00). The employee will provide to the Hospital satisfactory proof of payment of such taxi fare.

17.10 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 ninety (90) calendar days of the work week in which the overtime was earned or, with the employee's agreement, within twelve (12) months of that work week.

ARTICLE 18 – HOLIDAYS

18.01 Designated Holidays

The following days are designated holidays:

New Year's Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	Christmas Day
Victoria Day	Boxing Day
Canada Day	Civic Day

18.02 Payment for Working on a Holiday

If an employee is required to work on any of the holidays, the employee shall be paid at the rate of time and one-half (1 ½) her regular straight time hourly rate of pay for all hours worked on such holiday.

18.03 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.

18.04 A shift which begins or ends during the twenty-four (24) hour period of the recognized holiday, where the majority of the hours worked falls within the holiday shall be deemed to be work performed on the holiday for the full period of the shift.

ARTICLE 19 – VACATIONS

19.01 Vacation Entitlement, Qualifiers and Calculation of Payment

Effective May 26, 2015

An employee who has completed the following number of continuous hours of service:	But less than the following number of continuous hours of service:	Is entitled to the following percentage of vacation pay, plus the equivalent time off without pay in weeks:
Less than 3,450		4%
3,450	8,625	6%
8,625	20,700	8%
20,700	34,500	10%
34,500	48,300	12%
48,300		14%

19.02 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 ½) 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.

19.03 **Bereavement During Vacation**

Where an employee's scheduled vacation is interrupted due to a bereavement, the employee shall be entitled to bereavement leave in accordance with Article 14.05.

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.

19.04 The vacation year, for the purposes of scheduling and distribution of vacation, shall be from July 1st to June 30 of the following year.

19.05 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.

19.06 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.

19.07 Vacation time shall be taken in full weeks.

ARTICLE 20 – HEALTH AND WELFARE BENEFITS

20.01 **Benefits**

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

20.02 Where an employee participates in the Hospital's pension plan, pension contributions shall be deducted in accordance with the Hospital's pension plan terms and the amount provided for pay in lieu of benefits set out above will be reduced accordingly.

20.03 **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 21 – HEALTH AND SAFETY

21.01 **Influenza Vaccinations**

The parties agree that influenza vaccinations may be beneficial for patients and employees. Upon a recommendation pertaining to a facility or a specifically designated area(s) thereof from the Medical Officer of Health, or in compliance with applicable provincial legislation, the following rules will apply:

- (a) Hospitals recognize that employees have the right to refuse any recommended or required vaccination.
- (b) If an employee refuses to take the recommended or required vaccine required under this provision, she or he will be reassigned during the outbreak period, unless reassignment is not possible, in which case he or she will be placed on unpaid leave. If an employee is placed on unpaid leave, she or he can use banked lieu time or vacation credits in order to keep her or his pay whole. It is further agreed that any such reassignment will not adversely impact the scheduled hours of other employees.
- (c) If an employee refuses to take the recommended or required vaccine because it is medically contra-indicated, and where a medical certificate is provided to this effect, she or he will be reassigned during the outbreak period, unless reassignment is not possible, in which case the employee will be placed on paid leave. It is further agreed that any such reassignment will not adversely impact the scheduled hours of other employees.
- (d) If an employee gets sick as a result of the vaccination, and applies for WSIB, the Hospital will not oppose the claim.
- (e) If the full cost of such medication is not covered by some other source, the Hospital will pay the full or incremental cost for the vaccine and will endeavour to offer vaccinations during an employee's working hours. In addition, employees will be provided with information, including risks and side effects, regarding the vaccine.

- (f) This letter article shall be interpreted in a manner consistent with the *Ontario Human Rights Code*.

21.02 Form 7

- (a) The Hospital agrees to provide a copy of the Form 7 to the employee concerned at the time the form is submitted to WSIB.
- (b) The Hospital agrees to notify an employee if it intends to dispute his or her claim for Workers Compensation Benefits.
- (c) The Hospital will notify the Local Union of the names of any employees represented by the Union who have suffered a work related injury.

21.03 Joint Occupational Health & Safety Committee

- (a) It is in the mutual interests of the parties to promote health and safety in the workplace and to prevent and reduce the occurrence of workplace injuries and occupational diseases. The parties agree that employees have the right to a safe and healthy work environment and that health and safety is of the utmost importance. The parties agree to promote health and safety and wellness. The parties further agree that when faced with occupational health and safety decisions, the Hospital will not await full scientific certainty or absolute certainty before taking reasonable action(s) that reduces risk and protects employees. The Hospital shall provide orientation and training in health and safety to new and current employees on an ongoing basis and employees shall attend required health and safety training sessions.
- (b) The parties fully endorse the responsibilities of Employer and employees under the *Occupational Health and Safety Act*. Accordingly, the provisions of the *Occupational Health and Safety Act* are incorporated into and form part of this Collective Agreement and the rights and responsibilities set out therein will not be diminished.
- (c) The Hospital agrees to cooperate in providing necessary information and management support to enable the Health and Safety Committee to fulfill its functions. In addition, the Hospital will provide the Health and Safety Committee with access to all accident reports, health and safety records and other pertinent information in its possession. The Health and Safety Committee shall respect the confidentiality of the information.
- (d) Where the Hospital determines that there is a risk that employees may be exposed to infectious or communicable diseases (viral or

bacterial), or blood borne pathogens, employees who may be so exposed will be provided with personal protective equipment reasonably necessary for the protection of the employee.

- (e) An employee who is required by the Hospital to wear or use any protective clothing, equipment or device shall be instructed and trained in its care, use and limitations before wearing or using it for the first time and at regular intervals thereafter and the employee shall participate in such instruction and training.
- (f) Where the Hospital identifies high risk areas where employees are exposed to infectious or communicable diseases for which there are available protective medications, such medications shall be provided at no cost to the employee.
- (g) The Hospital accepts that one (1) CUPE member on the Joint Occupational Health and Safety Committee will be trained and will act as a certified worker under the *Occupational Health and Safety Act*. Any costs associated with the training of a certified worker will be paid by the Hospital.
- (h) The Hospital and Union agree that there will continue to be only one Joint Occupational Health and Safety Committee.

21.04 **Protective Footwear**

Effective January 1, 2016, for each employee who is required by the Hospital to wear safety footwear during the course of his duties, the Hospital will reimburse that employee \$120.00 per calendar year upon production of a receipt.

21.05 **Violence in the Workplace**

The Hospital will inform the Union within three (3) working days of any employee who has been subjected to violence while performing his/her work. Such information shall be submitted to the Union in writing as soon as possible.

ARTICLE 22 – COMPENSATION

22.01 **Job Classification**

When a new classification (which is covered by the terms of this Collective Agreement) is established by the Hospital, the Hospital shall determine the rate of pay for such new classification and notify the Local Union of the same. If the Local Union challenges the rate, it shall have the right to request a meeting with the Hospital to endeavour to negotiate a mutually satisfactory

rate. Such request will be made within ten (10) days after the receipt of notice from the Hospital of such new occupational classification and rate. Any change mutually agreed to resulting from such meeting shall be retroactive to the date that notice of the new rate was given by the Hospital. If the parties are unable to agree, the dispute concerning the new rate may be submitted to arbitration as provided in the Agreement within fifteen (15) days of such meeting. The decision of the Board of Arbitration (or Arbitrator as the case may be) shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classification.

When the Hospital makes a substantial change in the job content of an existing classification which in reality causes such classification to become a new classification, the Hospital agrees to meet with the Union if requested to permit the Union to make representation with respect to the appropriate rate of pay.

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

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

Notwithstanding the foregoing, if as a result of compensable illness or injury covered by 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.

22.02 **Job Descriptions**

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 Union of the rate of pay pursuant to article 22.01 above.

22.03 **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 (6) months.

22.04 **Promotion to a Higher Classification**

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

22.05 **Wages and Classification Premiums**

Provisions under these headings shall remain unchanged and are repeated as 22.05, except to the extent that the Wage Schedule referred to in the Hospital's expiring Collective Agreement shall be adjusted and retroactivity shall be paid in accordance with the Implementation Agreement signed.

22.06 **Progression on the Wage Grid**

Employees, shall accumulate service for the purpose of progression on the wage grid, on the basis of one year for each 1725 hours worked.

ARTICLE 23 – UNIFORMS

- 23.01 The Hospital agrees during the term of the Agreement, to continue the present practice and application with respect to the supply and laundering of uniforms for employees who are required to wear same with the addition of the Junior Printer, Senior Printer, Pharmacy Porters, Aides, Patient Service Aides Painters and Storekeeper's with Lab coats.

ARTICLE 24 – GENERAL

24.01 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 Human Resources Representative or designate prior to posting and the Hospital retains the right to approve any material posted herein. Such approval shall not be unreasonably withheld.

24.02 Monthly Meeting

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

24.03 Mailing List

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.

ARTICLE 25 – PAYROLL ADMINISTRATION

- 25.01 Where a payroll error has occurred in excess of seven and a half (7 ½) hours of regular pay 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.
- 25.02 The Hospital and Local 2816 of the Union agree that during the term of the Collective Agreement all employees will participate in the direct deposit banking system.

ARTICLE 26 – FISCAL ADVISORY COMMITTEE

26.01 Fiscal Advisory Committee

Recognizing the value of Union input on behalf of employees, the parties agree to the following:

- (a) The Union's representative(s) will be included in the consultation and planning process from the early phases of the budget planning process, through representation on the Fiscal Advisory Committee or equivalent committee to its final stages of completion, to assist the Hospital in minimizing layoffs or job loss, and in developing labour adjustment strategies where necessary, and in otherwise minimizing adverse effects on CUPE-represented employees through program or service restructuring.
- (b) Where the Hospital experiences unforeseen circumstances such that will necessitate changes to its budgetary plans which have been approved by the Ministry of Health, or the Local Health Integration Network, the Hospital agrees that revisions to the budget will be carried out in consultation with the Union.
- (c) In furtherance of the foregoing, and, where possible, in advance of any scheduled FAC or equivalent committee meeting, the Hospital agrees to provide to the Union in a timely way any financial and staffing information pertinent to its budget, or to any other restructuring plan, that would affect the Union's members.
- (d) It is understood that employee time spent at FAC or equivalent committee meetings 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 27 – SCHEDULING

27.01 The Hospital will post work schedules at least four (4) weeks in advance and will keep changes in such schedules to a minimum. Changes to posted work schedules will be brought to the attention of the employee.

- 27.02 (a) Employees will provide the Hospital with their availability to work.
- (b) The refusal of a shift by an employee who indicated they were available for a particular shift for that same day, will be noted and counted as if the employee had refused the shift under this Article.

27.03 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.

- 27.04 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.
- 27.05 There shall be no split shifts scheduled by the Hospital.
- 27.06 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.
- 27.07 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 employees entitlement to the next opportunity to perform scheduled overtime in his department that he is qualified to perform.
- 27.08 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 earning as a result of such attendance.
- 27.09 Employees who are required to work more than two (2) hours overtime continuous with the completion of their regular shift shall be provided with a meal or granted a meal voucher to a maximum of ten dollars (\$10.00). For the purposes of this article, "regular shift" means a shift of 7.5 hours.

ARTICLE 28 – DURATION

- 28.01 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, 2017 . Upon receipt of such notice by one party or the other, both parties will meet thereafter for the purpose of bargaining.

Dated this 23 day of December, 2016.

For the Union:

Laura Rafael
Wendy R. Ben

For the Hospital:

Cristina Amaral
[Signature]

WAGE SCHEDULE

Step	Hourly Rate 29-09-2012	Hourly Rate 29-09-2013	Hourly Rate 29-09-2014	Hourly Rate 29-09-2015	Hourly Rate 29-09-2016	
1	19.87	20.01	20.15	20.29	20.43	Dietary Aide, Glassware Washer, Housekeeping Aide
2	20.86	21.01	21.16	21.31	21.46	
1	20.35	20.49	20.63	20.77	20.92	Linen Porter, Milk Prep Room Aide, Stores & Receiving Porter, Supply Cart Aide
2	21.39	21.54	21.69	21.84	21.99	
1	20.35	20.49	20.63	20.77	21.02	Transport Aide
				20.87 ¹		
2	21.39	21.54	21.69	21.84	22.09	
				21.94 ¹		
1	20.97	21.12	21.27	21.42	21.57	Cook
2	22.03	22.18	22.34	22.50	22.66	
3	23.15	23.31	23.47	23.63	23.80	
4	24.27	24.44	24.61	24.78	24.95	
1	21.05	21.20	21.35	21.50	21.65	Lead Hand - Housekeeping, Pharmacy Stores Associate ² , Receiver - Food Services, Seamstress
2	22.12	22.27	22.43	22.59	22.75	
1	21.23	21.38	21.53	21.68	21.83	Patient Service Aide
2	21.83	21.98	22.13	22.28	22.44	
3	22.53	22.69	22.85	23.01	23.17	
1	21.57	21.72	21.87	22.02	22.17	POCU Attendant ³
2	22.46	22.62	22.78	22.94	23.10	
3	23.35	23.51	23.67	23.84	24.01	
1	22.74	22.90	23.06	23.22	23.38	Medical Device Reprocessor
2	23.30	23.46	23.62	23.79	23.96	
3	23.82	23.99	24.16	24.33	24.50	
1	25.01	25.19	25.37	25.55	25.73	Lead Hand - Medical Device Reprocessor ⁴

¹ New rate effective March 29, 2016.

² New classification effective July 2015.

³ New classification effective January 2013.

⁴ New appointment effective January 2013.

LETTER OF UNDERSTANDING

Re: Lump Sum Payment

- (a) A lump sum payment is payable to all employees on staff as at September 28, 2014 on the basis of 0.7% of their straight time hourly rate per hour paid for the period September 29, 2013 – September 28, 2014.

The lump sum payment is not to be taken into account for the calculation of any other entitlement under the terms of the collective agreement (including, but not limited to, pension, percentage in lieu, vacation, SUB, etc.). The payment is subject to statutory deductions and will be paid on a separate cheque/deposit. This payment is to be made within four (4) pay periods from May 26, 2015.

The premium portion of overtime/premium pay hours does not count toward the calculation of paid hours. For example, one hour at premium pay is equal to one hour paid for the purposes of this calculation.

Employees on pregnancy and/or parental leave and/or disability will be credited for hours worked in an amount equal to their accumulation of seniority during such leave.

- (b) A lump sum payment is payable to all employees on staff as at September 28, 2015 on the basis of 0.7% of their straight time hourly rate per hour paid for the period September 29, 2014 – September 28, 2015.

The lump sum payment is not to be taken into account for the calculation of any other entitlement under the terms of the collective agreement (including, but not limited to, pension, percentage in lieu, vacation SUB, etc.). The payment is subject to statutory deductions and will be paid as a separate cheque/deposit. Payment is to be made within four (4) full pay period so the effective date (i.e. September 28, 2015).

The premium portion of overtime/premium pay hours does not count toward the calculation of paid hours. For example, one hour at premium pay is equal to one hour paid for the purposes of this calculation.

Employees on pregnancy and/or parental leave and/or disability will be credited for hours worked in an amount equal to their accumulation of seniority during such leave.

- (c) A lump sum payment is payable to all employees on staff as at September 28, 2016 on the basis of 0.7% of their straight time hourly rate per hour paid for the period September 29, 2015 – September 28, 2016.

The lump sum payment is not to be taken into account for the calculation of any other entitlement under the terms of the collective agreement (including, but not

limited to, pension, percentage in lieu, vacation, SUB, etc.). The payment is subject to statutory deductions and will be paid on a separate cheque/deposit. Payment is to be made within four (4) full pay periods of the effective date (i.e. September 28, 2016).

The premium portion of overtime/premium pay hours does not count towards the calculation of paid hours. For example, one hour at premium pay is equal to one hour paid for the purposes of this calculation.

Employees on pregnancy and/or parental leave and/or disability will be credited for hours worked in an amount equal to their accumulation of seniority during such leave.

- (d) A lump sum payment is payable to all employees on staff as at September 28, 2017 on the basis of 0.7% of their straight time hourly rate per hour paid for the period September 29, 2016 – September 28, 2017.

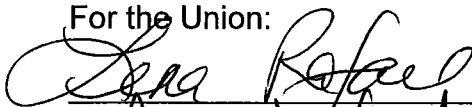
The lump sum payment is not to be taken into account for the calculation of any other entitlement under the terms of the collective agreement (including, but not limited to, pension, percentage in lieu, vacation SUB, etc. The payment is subject to statutory deductions and will be paid on a separate cheque/deposit. Payment is to be made within four (4) full pay periods of the effective date (i.e. September 28, 2017).

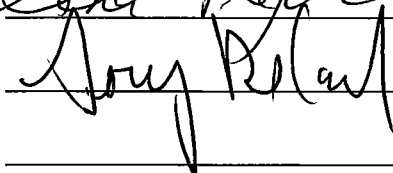
The premium portion of overtime/premium pay hours does not count towards the calculation of paid hours. For example, one hour at premium pay is equal to one hour paid for the purposes of this calculation.

Employees on pregnancy and/or parental leave and/or disability will be credited for hours worked in an amount equal to their accumulation of seniority during such leave.

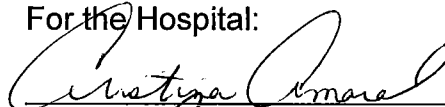
Dated this 23 day of December, 2016.

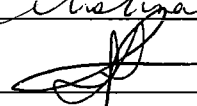
For the Union:





For the Hospital:





LETTER OF UNDERSTANDING

Re: Modified Work

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 on a monthly basis.

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 Board's 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.

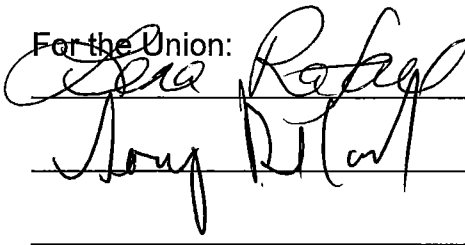
- (i) Mandate: The Committee's terms of reference are to review the employment possibilities of these employees and to identify positions to which they could return, or to recommend modifications to the employee's existing job for the Hospital's consideration.
- (ii) Operation: During its deliberations, 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.
- (iii) 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.
- (iv) Minutes: The Committee shall maintain minutes of all its meetings.

Process:

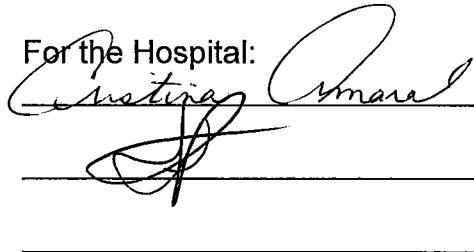
- (i) Candidates for the Modified Work Program are those employees who are unable to return to their former jobs and are deemed to be fit for modified work.
- (ii) When a suitable vacant position is identified, the committee will recommend that the employee be assigned to the position for a reasonable 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 this 23 day of December, 2016.

For the Union:



For the Hospital:



LETTER OF UNDERSTANDING


Re: Inactive Employees

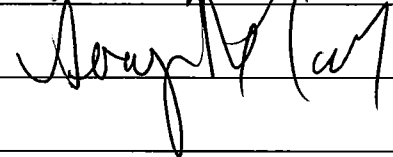
The parties mutually agree that there are a number of individuals who are currently inactive employees in the bargaining unit. In an effort to eliminate inactive employees, the parties agree the following steps will be taken:

- (1) A list of inactive employees will be made and produced to the Union. An inactive employee is one who has not worked a shift in sixty-one (61) weeks.
- (2) The Hospital will write to each inactive employee confirming their inactive status and further confirming that should the employee fail to provide his/her availability to work by way of written confirmation within ten (10) business days of their receipt of such letter, he/she will be deemed to have terminated from his/her position and lost his/her seniority.
- (3) Any inactive employee who has not provided a current address for the purposes of the communication set out above shall be deemed to have abandoned his/her position.

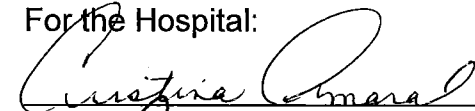
Dated this 23 day of December, 2016.

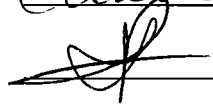
For the Union:





For the Hospital:





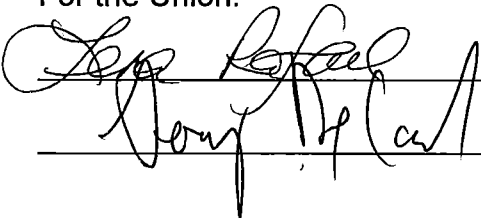
LETTER OF UNDERSTANDING

Re: Benefits During Notice Period

In the event of a layoff of an employee whose benefits were grand-parented as part of the implementation of the first collective agreement, the Hospital shall pay its share of insured benefits premiums for the duration of the five (5) month notice period provided for in Article 11.08 (a).

Dated this 23 day of December, 2016.

For the Union:



For the Hospital:

