

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)

FULL-TIME EMPLOYEES

September 29, 2013 to September 28, 2017

TABLE OF CONTENTS

ARTICLE 1 - PREAMBLE	1
1.01 - PREAMBLE	1
1.02 - FEMININE/MASCULINE PRONOUNS	1
ARTICLE 2 - DEFINITIONS	1
2.01 – TEMPORARY EMPLOYEE	1
ARTICLE 3 - RELATIONSHIP.....	2
3.01 - NO DISCRIMINATION	2
3.02 – ATTENDANCE MANAGEMENT	2
ARTICLE 4 - STRIKES & LOCKOUTS	2
ARTICLE 5 - UNION SECURITY	3
5.01 - T4 SLIPS	3
5.02 - NOTIFICATION TO UNION.....	3
5.03 - EMPLOYEE INTERVIEW.....	3
5.04 - NO OTHER AGREEMENTS	3
ARTICLE 6 - UNION REPRESENTATION AND COMMITTEES	3
6.01 - UNION ACTIVITY ON PREMISES AND/OR ACCESS TO PREMISES	3
6.02 - LABOUR-MANAGEMENT COMMITTEE	4
6.03 - LOCAL BARGAINING COMMITTEE.....	4
6.04 - CENTRAL BARGAINING COMMITTEE	5
6.05 - UNION STEWARDS.....	5
6.06 - GRIEVANCE COMMITTEE.....	6
ARTICLE 7 - GRIEVANCE AND ARBITRATION PROCEDURE	6
ARTICLE 8 - ACCESS TO FILES	10
8.01 - ACCESS TO PERSONNEL FILE	10
8.02 - CLEARING OF RECORD.....	10
ARTICLE 9 - SENIORITY.....	10
9.01 - PROBATIONARY PERIOD	10
9.02 - DEFINITION OF SENIORITY	10
9.03 - LOSS OF SENIORITY.....	11
9.04 EFFECT OF ABSENCE	11
9.05 - JOB POSTING	12
9.06 - TRANSFER AND SENIORITY OUTSIDE THE BARGAINING UNIT	13
9.07(A) - TRANSFER OF SENIORITY AND SERVICE	13
9.07(B) – PORTABILITY OF SERVICE	14
9.07(C) – TRANSFORMATION IN HEALTH CARE	14
9.08(A) - NOTICE AND REDEPLOYMENT COMMITTEE	15
9.08(B) – RETIREMENT ALLOWANCE.....	18
9.08(C) - VOLUNTARY EXIT OPTION.....	18
9.09 - LAYOFF AND RECALL	19

9.10 - BENEFITS ON LAYOFF	21
9.11 - RETRAINING	21
9.12 - SEPARATION ALLOWANCES	22
9.13 - TECHNOLOGICAL CHANGE	22
9.14 - REGISTERED PRACTICAL NURSE PROFESSIONAL DEVELOPMENT/SCOPE OF PRACTICE	23
9.15 – WORK-LOADS	23
9.16 – PROFESSIONAL RESPONSIBILITY, PATIENT CARE, WORKLOADS & STAFFING.....	24
ARTICLE 10 - CONTRACTING OUT	25
10.01 - CONTRACTING OUT	25
10.02 - CONTRACTING OUT	25
10.03 - CONTRACTING IN.....	26
ARTICLE 11 - WORK OF THE BARGAINING UNIT	26
11.01 - WORK OF THE BARGAINING UNIT.....	26
11.02 - VOLUNTEERS	26
ARTICLE 12 - LEAVES OF ABSENCE	26
12.01 - PERSONAL LEAVE	26
12.02 - UNION BUSINESS.....	27
12.03(A) FULL-TIME POSITION(S) WITH THE UNION	27
12.03(B) LEAVE FOR OCHU PRESIDENT AND SECRETARY-TREASURER.....	28
12.04 - BEREAVEMENT LEAVE.....	29
12.05 - JURY & WITNESS DUTY	29
12.06 - PREGNANCY LEAVE	30
12.07 - PARENTAL LEAVE	31
12.08 - EDUCATION LEAVE.....	33
12.09 - PRE-PAID LEAVE PLAN.....	33
12.10 - MEDICAL CARE AND EMERGENCY LEAVE	35
12.11 - COMPASSIONATE CARE LEAVE.....	36
ARTICLE 13 – SICK LEAVE, INJURY AND DISABILITY.....	36
13.01 – SICK LEAVE.....	36
13.02 – INJURY PAY.....	37
13.03 – PAYMENT PENDING DETERMINATION OF WSIB CLAIMS.....	37
ARTICLE 14 - HOURS OF WORK.....	38
14.01 - DAILY & WEEKLY HOURS OF WORK.....	38
14.02 - REST PERIODS.....	38
14.03 - ADDITIONAL REST PERIODS	38
14.04 - EXTENDED TOURS	38
14.05 – JOB SHARING	38
ARTICLE 15 - PREMIUM PAYMENT	39
15.01 - DEFINITION OF REGULAR STRAIGHT TIME RATE OF PAY	39
15.02 - DEFINITION OF OVERTIME	39
15.03 - OVERTIME PREMIUM AND NO PYRAMIDING	39
15.04 - TIME OFF IN LIEU OF OVERTIME	40
15.05 - REPORTING PAY	40
15.06 - CALL-BACK	40
15.07 – STANDBY.....	40

15.08 - TEMPORARY TRANSFER	40
15.09 - SHIFT AND WEEKEND PREMIUM.....	41
ARTICLE 16 - HOLIDAYS.....	42
16.01 - NUMBER OF HOLIDAYS.....	42
16.02 - DEFINITION OF HOLIDAY PAY AND QUALIFIERS.....	42
16.03 - PAYMENT FOR WORKING ON A HOLIDAY	42
16.04 - PAYMENT FOR WORKING OVERTIME ON A HOLIDAY	43
ARTICLE 17 - VACATIONS	43
17.01 - VACATION ENTITLEMENT, QUALIFIERS AND CALCULATION OF PAYMENT	43
17.02 - WORK DURING VACATION.....	44
17.03 - ILLNESS DURING VACATION	44
17.04 - BEREAVEMENT DURING VACATION.....	44
ARTICLE 18 - HEALTH & WELFARE	44
18.01 - INSURED BENEFITS.....	44
18.02 CHANGE OF CARRIER	46
18.03 - PENSION	46
18.04 – UNION EDUCATION.....	47
ARTICLE 19 - HEALTH & SAFETY	47
19.01 - PROTECTIVE FOOTWEAR.....	47
19.02 – INFLUENZA VACCINATION.....	47
ARTICLE 20 - COMPENSATION.....	48
20.01 (A) - JOB CLASSIFICATION	48
20.01(B) - JOB DESCRIPTIONS.....	49
20.02 - ASSIGNMENT OF DUTIES FROM ANOTHER CLASSIFICATION	49
20.03 - PROMOTION TO A HIGHER CLASSIFICATION.....	50
20.04 - WAGES AND CLASSIFICATION PREMIUMS.....	50
ARTICLE 21 - FISCAL ADVISORY COMMITTEE	50
ARTICLE 22 – APPRENTICESHIP COMMITTEE	51
ARTICLE 23 - DURATION	51
23.01 - TERM	51
23.02 - CENTRAL BARGAINING	51
LETTER OF UNDERSTANDING RE: INTRODUCTION OF HOODIP TO HOSPITAL WITH ACCUMULATED SICK LEAVE PLANS	52
LETTER OF UNDERSTANDING RE: HOODIP	53
LETTER OF UNDERSTANDING RE: VOLUNTARY PART-TIME BENEFITS.....	54
LETTER OF UNDERSTANDING RE: RPN RATES.....	55

MEMORANDUM OF AGREEMENT RE: BENEFITS REVIEW COMMITTEE.....	56
LETTER OF UNDERSTANDING RE: LUMP SUM PAYMENT	58
LETTER OF UNDERSTANDING RE: GRIEVANCES RELATED TO ARTICLE 3.02 ...	60

APPENDIX OF LOCAL ISSUES

ARTICLE A - MANAGEMENT RIGHTS	63
ARTICLE B - RECOGNITION	63
ARTICLE C - UNION DUES DEDUCTION AND REMITTANCE AND DUES LISTS ...	64
ARTICLE D - SENIORITY LISTS	65
ARTICLE E - SCHEDULING	66
ARTICLE F - UNIFORMS.....	67
ARTICLE G - DESIGNATED HOLIDAYS.....	67
ARTICLE H - MEAL ALLOWANCE	68
ARTICLE I - GENERAL.....	68
I.01- BULLETIN BOARDS.....	68
I.02 - MONTHLY MEETING	69
I.03 - MAILING LIST.....	69
ARTICLE J - VACATION ADMINISTRATIVE PROVISIONS.....	69
ARTICLE K – LOSS OF SENIORITY	69
ARTICLE L - TRANSFER OF SENIORITY AND SERVICE	69
ARTICLE M - UNION REPRESENTATION AND COMMITTEES	70
M.01- LABOUR MANAGEMENT COMMITTEE.....	70
M.02 - LOCAL BARGAINING COMMITTEE.....	70
M.03 - STEWARD REPRESENTATION.....	70
M.04 - GRIEVANCE COMMITTEE	70
M.05 - LEAVE OF ABSENCE - UNION BUSINESS.....	71
ARTICLE N - TOOL ALLOWANCE	71

ARTICLE O - TRANSPORTATION COST ON CALL BACKS..... 71

ARTICLE P - JOINT OCCUPATIONAL HEALTH & SAFETY COMMITTEE 71

ARTICLE Q - FORM 7 72

ARTICLE R – PAYROLL ADMINISTRATION 73

ARTICLE S – WORKPLACE VIOLENCE..... 73

WAGE SCHEDULE..... 74

LETTER OF UNDERSTANDING RE: MODIFIED WORK COMMITTEE 76

LETTER OF UNDERSTANDING RE: LAYOFF & RECALL OF LEAD HANDS 78

ARTICLE 1 - PREAMBLE

1.01 - PREAMBLE

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

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

1.02 - FEMININE/MASCULINE PRONOUNS

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

ARTICLE 2 - DEFINITIONS

2.01 – TEMPORARY EMPLOYEE

Employees may be hired for a specific term not to exceed six (6) months, to replace an employee who will be on approved leave of absence, absence due to 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.

ARTICLE 3 - RELATIONSHIP

3.01 - NO DISCRIMINATION

The parties agree that there shall be no discrimination within the meaning of the *Ontario Human Rights Code* against any employee by the Union or the Hospital by reason of race, creed, colour, age, sex, marital status, nationality, ancestry or place of origin, family status, handicap, sexual orientation, political affiliation or activity, or place of residence. The Hospital and the Union further agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practised by either of them or their representatives or members, because of an employee's membership or non-membership in a Union or because of his activity or lack of activity in the Union.

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

3.02 – 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 12 will not be counted for the purposes of being placed on, or progressing through, the steps of an attendance management program.

ARTICLE 4 - STRIKES & LOCKOUTS

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

ARTICLE 5 - UNION SECURITY

5.01 - T4 SLIPS

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

5.02 - NOTIFICATION TO UNION

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

5.03 - EMPLOYEE INTERVIEW

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

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

5.04 - NO OTHER AGREEMENTS

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

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

ARTICLE 6 - UNION REPRESENTATION AND COMMITTEES

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

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

6.02 - LABOUR-MANAGEMENT COMMITTEE

- (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 a Hospital and CUPE the Committee may be a joint one representing employees under both agreements, unless otherwise agreed.

6.03 - LOCAL BARGAINING COMMITTEE

The Hospital agrees to recognize a Negotiating Committee comprised of Hospital employee representatives of the Union for the purpose of negotiating a renewal agreement (as set out in the Local Provisions Appendix). The Hospital agrees to pay members of the Negotiating Committee for straight time wages lost from their regularly scheduled working hours spent in direct negotiations for a renewal agreement, up to but not including arbitration. Nothing in this provision is intended to preclude the Union Negotiating Committee from having the assistance of any representatives of the Canadian Union of Public Employees when negotiating with the Hospital.

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

considered leave of absence for union business, but shall not be deducted from the Union entitlement under Article 12.02.

6.04 - CENTRAL BARGAINING COMMITTEE

- (a) In central bargaining between the Canadian Union of Public Employees and the participating hospitals, an employee serving on the Union's Central Negotiating Committee shall be paid for time lost from his normal straight time working hours at his regular rate of pay and without loss of leave credits for attending central negotiating meetings with the Hospitals' Central Negotiating Committee in direct negotiations up to the point of arbitration. In addition, an employee serving on the Union's Central Negotiating Committee shall be paid for time lost from his normal straight time working hours at his regular rate of pay and without loss of leave credits for two (2) days of preparation time for such central negotiating meetings with the Hospital's Central Negotiating Committee. Upon reference to arbitration, the Negotiating Committee members shall receive unpaid time off for the purpose of attending arbitration hearings.

It is understood and agreed that the maximum number of Union Central Negotiating Committee members entitled to payment under this provision shall be eight (8), and in no case will more than one employee from a hospital be entitled to such payment.

The Union shall advise the Hospitals' Central Negotiating Committee, before negotiations commence, of those employees to be paid under this provision. The Hospitals' Central Negotiating Committee shall advise the eight (8) Hospitals accordingly.

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

6.05 - UNION STEWARDS

- (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) Nothing in this Article shall preclude full-time stewards from representing part-time employees and vice-versa.
- (f) The number of stewards and the areas which they represent, are to be determined locally.

6.06 - GRIEVANCE COMMITTEE

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

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

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

ARTICLE 7 - GRIEVANCE AND ARBITRATION PROCEDURE

- 7.01 For purposes of this Agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of the Agreement including any question as to whether a matter is arbitrable.
- 7.02 At the time formal discipline is imposed or at any stage of the grievance procedure an employee shall have the right upon request to the presence of his/her steward. In the case of suspension or discharge the Hospital shall notify the employee of this right in advance.

- 7.03 It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible, and it is understood that an employee has no grievance until he has first given his immediate supervisor the opportunity of adjusting his complaint. The grievor may have the assistance of a Union Steward if he or she so desires. Such complaint shall be discussed with his immediate supervisor within nine (9) calendar days after the circumstances giving rise to it have occurred or ought reasonably to have come to the attention of the employee and failing settlement within nine (9) calendar days, it shall then be taken up as a grievance within nine (9) calendar days following advice of his immediate supervisor's decision in the following manner and sequence:

Step No. 1

The employee, who may be accompanied by a steward, may submit a written grievance signed by the employee to (designated by Hospital). The grievance shall identify the nature of the grievance and the remedy sought and should identify the provisions of the Agreement which are alleged to be violated. The Union and the Hospital may, if they so desire, meet to discuss the grievance at a time and place suitable to both parties. The (designate) will deliver his decision in writing within nine (9) calendar days following the day on which the grievance was presented to him. Failing settlement or response, then:

Step No. 2

Within nine (9) calendar days following the decision in Step No.1, the grievance may be submitted in writing to the (designated by Hospital). A meeting will then be held between the (designate) and the Grievance Committee within nine (9) calendar days of the submission of the grievance at Step No. 2 unless extended by agreement of the parties. It is understood and agreed that a representative of the Canadian Union of Public Employees and the grievor may be present at the meeting. It is further understood that the (designate) may have such counsel and assistance as he may desire at such meeting. The decision of the Hospital shall be delivered in writing within nine (9) calendar days following the date of such meeting.

- 7.04 A complaint or grievance arising directly between the Hospital and the Union concerning the interpretation, application or alleged violation of the Agreement shall be originated at Step No. 2 within fourteen (14) calendar days following the circumstances giving rise to the complaint or grievance. It is expressly understood, however, that the provisions of this Article may not be used with respect to a grievance directly affecting an employee which such employee could himself institute and the regular grievance procedure shall not be thereby bypassed.
- 7.05 Where a number of employees have identical grievances and each employee would be entitled to grieve separately they may present a group grievance in writing identifying each employee who is grieving to the Department Head or his

designee within fourteen (14) calendar days after the circumstances giving rise to the grievance have occurred or ought reasonably to have come to the attention of the employee(s). The grievance shall then be treated as being initiated at Step No. 2 and the applicable provisions of this Article shall then apply with respect to the processing of such grievance.

- 7.06 The release or discharge of an employee during the probationary period shall not be the subject of a grievance or arbitration. A claim by an employee who has completed his probationary period that he has been unjustly discharged or suspended shall be treated as a grievance if a written statement of such grievance is lodged by the employee with the Hospital at Step No. 2 within seven (7) calendar days after the date the discharge or suspension is effected. Such special grievance may be settled under the Grievance or Arbitration Procedure by:
- (a) Confirming the Hospital's action in dismissing the employee; or
 - (b) Reinstating the employee with or without full compensation for the time lost; or
 - (c) By any other arrangement which may be deemed just and equitable.

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

- 7.07 (a) Failing settlement under the foregoing procedure of any grievance between the parties arising from the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, such grievance may be submitted to arbitration as hereinafter provided. If no written request for arbitration is received within eighteen (18) calendar days after the decision under Step No. 2 is given, the grievance shall be deemed to have been abandoned. Where such a written request is postmarked within sixteen (16) calendar days after the decision under Step No.2, it will be deemed to have been received within the time limits.
- (b) The parties agree that it is their intent to resolve grievances without recourse to arbitration, wherever possible. Therefore, notwithstanding (a) above, the parties may, upon mutual agreement, engage the services of a mediator in an effort to resolve the grievance and may extend the time limits for the request for arbitration. The parties will share equally the fees and expenses, if any, of the mediator.

- 7.08 All agreements reached under the Grievance Procedure between the representatives of the Hospital and the representatives of the Union will be final and binding upon the Hospital and the Union and the employees.

- 7.09 When either party requests that any matter be submitted to arbitration as provided in the foregoing Article, it shall make such request in writing addressed to the other party to this Agreement, and at the same time name a nominee. Within seven (7) calendar days thereafter the other party shall name a nominee, provided, however, that if such party fails to name a nominee as herein required, the Minister of Labour for the Province of Ontario shall have power to effect such appointment upon application thereto by the party invoking Arbitration Procedure. The two nominees shall attempt to select by agreement a chairman of the Arbitration Board. If they are unable to agree upon such a chairman within a period of fourteen (14) calendar days, they shall then request the Minister of Labour for the Province of Ontario to appoint a chairman.
- 7.10 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 7.11 No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the Grievance Procedure.
- 7.12 The Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to or amend any part of this Agreement.
- 7.13 The proceedings of the Arbitration Board will be expedited by the parties hereto and the decision of the majority and, where there is no majority the decision of the chairman will be final and binding upon the parties hereto and the employee or employees concerned.
- 7.14 Each of the parties hereto will bear the expense of the nominee appointed by it and the parties will share equally the fees and expenses, if any, of the chairman of the Arbitration Board.
- 7.15 The time limits set out in the Grievance and Arbitration Procedures herein are mandatory and failure to comply strictly with such time limits except by the written agreement of the parties shall result in the grievance being deemed to have been abandoned subject only to the provisions of Section 48 (16) of *The Labour Relations Act*.
- 7.16 Wherever Arbitration Board is referred to in the Agreement, the parties may mutually agree in writing to substitute a single arbitrator for the Arbitration Board at the time of reference to arbitration and the other provisions referring to Arbitration Board shall appropriately apply.

ARTICLE 8 - ACCESS TO FILES

8.01 - ACCESS TO PERSONNEL FILE

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

8.02 - CLEARING OF RECORD

Any letter of reprimand, suspension or any other sanction will be removed from the record of an employee eighteen (18) months following the receipt of such letter, suspension or other sanction provided that such employee's record has been discipline free for one year. All leaves of absence in excess of ten (10) calendar days will not count toward either of the above periods.

ARTICLE 9 - SENIORITY

9.01 - PROBATIONARY PERIOD

A new employee will be considered on probation until he has completed forty-five (45) days of work (or 337.5 hours of work for employees whose regular hours of work are other than the standard work day), within any twelve (12) calendar months. Upon completion of the probationary period he shall be credited with seniority equal to forty-five (45) working days. With the written consent of the Hospital, the probationary employee and the President of the Local Union or designate, such probationary period may be extended. Any extensions agreed to will be in writing and will specify the length of the extension. The release or discharge of an employee during the probationary period shall not be the subject of a grievance or arbitration.

9.02 - DEFINITION OF SENIORITY

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

Seniority will operate on a bargaining unit wide basis.

9.03 - LOSS OF SENIORITY

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

- (a) resigns;
- (b) is discharged and not reinstated through the grievance/arbitration procedure;
- (c) is retired;
- (d) is absent from scheduled work for a period of three (3) or more consecutive working days without notifying the Hospital of such absence and providing to the Hospital a satisfactory reason;
- (e) has been laid off for 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.

9.04 EFFECT OF ABSENCE

Unless otherwise provided in the Collective Agreement:

- (a) It is understood that during an approved unpaid absence not exceeding thirty (30) continuous days or any approved absence paid by the Hospital, both seniority and service will accrue.
- (b) During an unpaid absence exceeding thirty (30) continuous calendar days, credit for service for purposes of salary increment, vacation, sick leave, or any other benefits under any provisions of the Collective Agreement or elsewhere, shall be suspended for the period of the absence in excess of thirty (30) continuous calendar days, the benefits concerned appropriately reduced on a pro rata basis and the employee's anniversary date adjusted accordingly. In addition, the employee will become responsible for full payment of any subsidized employee benefits in which he/she is participating for the period of absence, except that the Hospital will continue to pay its share of the premiums up to thirty (30) months while an employee is in receipt of WSIB benefits or L.T.D. benefits. Such payment shall also continue while an employee is on sick leave (including the Employment Insurance Period) to a maximum of thirty (30) months from the time the absence commenced.

Notwithstanding this provision, service shall accrue for a period of fifteen (15) weeks if an employee's absence is due to a disability resulting in WSIB benefits or L.T.D. benefits.

- (c) It is further understood that during such unpaid absence, credit for seniority for purposes of promotion, demotion, transfer or lay-off shall be suspended and not accrue during the period of absence. Notwithstanding this provision seniority shall accrue for the duration of the absence, if an employee's absence is due to a disability resulting in WSIB benefits or L.T.D. benefits, or while an employee is on paid or unpaid sick leave (including the Employment Insurance Period).

9.05 - 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 30 calendar days of the position becoming vacant, unless the Hospital provides the Union notice under Article 9.08(A)(a) of its intention to eliminate the position.
- (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) 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.

9.06 - TRANSFER AND SENIORITY OUTSIDE THE BARGAINING UNIT

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

9.07(A) - TRANSFER OF SENIORITY AND SERVICE

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

For application of seniority for purposes of promotion, demotion, transfer, layoff and recall and service (including meeting any waiting period or other entitlement requirements) for purposes of vacation entitlement, HOODIP

or equivalent, health and welfare benefit plans, and wage progression:

- (i) An employee whose status is changed from full-time to part-time shall receive full credit for his seniority and service;
- (ii) An employee whose status is changed from part-time to full-time shall receive credit for his seniority and service on the basis of one (1) year for each 1725 hours worked.

The above-noted employee shall be allowed a trial period of up to thirty (30) days, during which the Hospital will determine if the employee can satisfactorily perform the job. Within this period the employee may voluntarily return, or be returned without loss of seniority to his former duties on the same shift in the same department and at the appropriate rate of pay, subject to any changes which would have occurred had he not transferred.

9.07(B) – PORTABILITY OF SERVICE

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

9.07(C) – 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 48-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 48-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 to the *Public Sector Labour Relations Transition Act*.

9.08(A) - 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

At each Hospital a Redeployment Committee will be established not later than two (2) weeks after the notice referred to in 9.08(A)(a) and will meet thereafter as frequently as is necessary.

- (i) Committee Mandate

The mandate of the Redeployment Committee is to:

- (1) Identify and propose possible alternatives to the proposed layoff(s) or elimination of position(s), including, but not limited to, identifying work which would otherwise be bargaining unit work and is currently work contracted-out by the Hospital which could be performed by bargaining-unit employees who are or would otherwise be laid off;
- (2) Identify vacant positions in the Hospital or positions which are currently filled but which will become vacant within a

twelve (12) month period and which are either:

- (a) Within the bargaining unit; or
 - (b) Within another CUPE bargaining unit; or
 - (c) Not covered by a collective agreement.
- (3) Identify the retraining needs of workers and facilitate such training for workers who are, or would otherwise be, laid off.
- (4) Subject to Article 9.11, the Hospital will award vacant positions to employees who are, or would otherwise be laid off, in order of seniority if, with the benefit of up to six (6) months retraining, an employee has become able to meet the normal requirements of the job.
- (5) Any dispute relating to the foregoing 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 determined locally. Where for the purposes of HTAP (the Ontario Hospital Training and Adjustment Panel) there is another hospital-wide staffing and redeployment committee created or in existence, Union members of the Redeployment Committee shall serve on any such hospital wide staffing committee established with the same or similar terms of reference, and the number of Union members on such committee will be proportionate to the number of its bargaining unit members at the particular Hospital in relation to other staff groups.

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

Each party shall appoint a co-chair for the Redeployment Committee. Co-chairs shall chair alternative meetings of the Committee and will be jointly responsible for establishing the agenda of the Committee meetings, preparing minutes and writing such correspondence as the Committee may direct.

(iii) Disclosure

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

(iv) Alternatives

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

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

9.08(B) – RETIREMENT ALLOWANCE

Prior to issuing notice of layoff pursuant to article 9.08(A)(a)(ii) in any classification(s), the Hospital will offer early retirement allowance to a sufficient number of employees eligible for early retirement under HOOPP within the classification(s) in order of seniority, to the extent that the maximum number of employees within a classification who elect early retirement is equivalent to the number of employees within the classification(s) who would otherwise receive notice of layoff under article 9.08(A)(a)(ii).

An employee who elects an early retirement option shall receive, following completion of the last day of work, a retirement allowance of two (2) weeks' salary for each year of service, plus a prorated amount for any additional partial year of service, to a maximum ceiling of fifty-two (52) weeks' salary.

9.08(C) - VOLUNTARY EXIT OPTION

If after making offers of early retirement, individual layoff notices are still required, prior to issuing those notices the Hospital will offer a voluntary early exit option in accordance with the following conditions:

- i) 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.
- ii) If insufficient employees in the department affected accept the offer, the Hospital will then extend the offer to employees in the same

classification in other departments. If more employees than are required are interested, the Hospital will make its decision based on seniority.

- iii) In no case will the Hospital approve an employee's request under (i) and (ii) above for a voluntary early exit option, if the employees remaining are not qualified to perform the available work.
- iv) 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.

9.09 - LAYOFF AND RECALL

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

- (a) Accept the layoff; or
- (b) Opt to receive a separation allowance as outlined in Article 9.12; or
- (c) Opt to retire, if eligible under the terms of the Hospitals of Ontario Pension Plan (HOOPP) as outlined in Article 9.08(B); or
- (d) Displace another employee who has lesser bargaining unit seniority in the same or a lower or an identical paying classification in the bargaining unit if the employee originally subject to layoff has the ability to meet the normal requirements of the job. An employee so displaced shall be deemed to have been laid off and shall be entitled to notice in accordance with Article 9.08(A)(a).

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) In addition, in combined full-time/part-time collective agreements, a full-time employee shall also be entitled to displace another full-time employee with lesser seniority in a higher-paying classification provided that they are able to meet the normal requirements of the job, with orientation but without additional training, when there are no other full-time employees in the same or a lower or similar-paying classification with lesser seniority, prior to being required to displace a part-time employee.
- (g) An employee who is subject to layoff other than a layoff of a permanent or long-term nature including a full time employee whose hours of work are, subject to Article 14.01, reduced, shall have the right to accept the layoff or displace another employee in accordance with (a) and (d) above.
- (h) No full-time employee within the bargaining unit shall be laid off by reason of his/her duties being assigned to one or more part-time employees.
- (i) In the event of a layoff of an employee, the Hospital shall pay its share of insured benefits premiums for the duration of the five-month notice period provided for in Article 9.08(A)(a).
- (j) 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.
- (k) 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.
- (l) 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.
- (m) 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.

- (n) 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.

9.10 - BENEFITS ON LAYOFF

In the event of a lay-off of a full-time employee the Hospital shall pay its share of insured benefits premium up to three (3) months from the end of the month in which the lay-off occurs or until the laid off employee is employed elsewhere, whichever occurs first.

9.11 - RETRAINING

(a) Retraining for Positions within the Hospital

Where, with the benefit of retraining of up to six (6) months, an employee who has either accepted the layoff or who is unable to displace any other employee could be redeployed to a hospital position identified by the Redeployment Committee in accordance with Article 9.08(A)(d)(i):

- (i) Opportunities to fill vacant positions identified by the Hospital Redeployment Committee through retraining shall be offered to employees who apply and would qualify for the position with the available retraining in order of their seniority until the list of any such opportunities is exhausted. Opportunities to fill vacancies outside of CUPE bargaining units may be offered by the Hospital in its discretion.
- (ii) The Hospital and the Union will cooperate so that employees who have received notice of permanent layoff and been approved for retraining in order to prevent a layoff will have their work schedules adjusted in order to enable them to participate in the retraining, and scheduling and seniority requirements may by mutual agreement be waived. The Redeployment Committee will seek the availability of any federal or provincial retraining program funds to cover the cost of tuition, books and 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 9.11(a)(i).

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

9.12 - SEPARATION ALLOWANCES

- (a) Where an employee resigns within 30 days after receiving notice of layoff pursuant to article 9.08(A)(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 30 days after receiving notice pursuant to Article 9.08(A)(a)(ii) that his or her position will be eliminated, he or she shall be entitled to a separation allowance of four (4) weeks' salary, and, on production of receipts from an approved educational program, within twelve (12) months of resignation, may be reimbursed for tuition fees up to a maximum of one thousand two hundred and fifty (\$1,250) dollars.

9.13 - TECHNOLOGICAL CHANGE

The Hospital undertakes to notify the Union in advance, so far as practicable, of any technological changes which the Hospital has decided to introduce which will significantly change the status of employees within the bargaining unit.

The Hospital agrees to discuss with the Union the effect of such technological changes on the employment status of employees and to consider practical ways and means of minimizing the adverse affect, if any, upon employees concerned.

Where new or greater skills are required than are already possessed by affected employees under the present methods of operation, such employees shall be given a period of training, with due consideration being given to the employee's age and previous educational background, during which they may perfect or acquire the skills necessitated by the new method of operation. The employer will

assume the cost of tuition and travel. There shall be no reduction in wage or salary rates during the training period of any such employee. Training shall be given during the hours of work whenever possible and may extend for up to six months.

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

9.14 - REGISTERED PRACTICAL NURSE PROFESSIONAL DEVELOPMENT/SCOPE OF PRACTICE

Continuous professional development is a hallmark of professional nursing practice. As a self-regulating profession, nursing recognizes the importance of maintaining a dynamic practice environment which includes ongoing learning, the maintenance of competence, career development, career counseling and succession planning. The parties agree that professional development includes a diverse range of activities, including but not limited to formal academic programs; short-term continuing education activities; certification programs; independent learning committee participation. The parties recognize their joint responsibility in and commitment to active participation in the area of professional development, including scope of practice.

Where Registered Practical Nurse professional development is not specifically addressed at any existing joint committee, the Hospital's Chief Nursing Officer and Human Resources Officer will meet with the Union on a quarterly basis to discuss professional responsibility and scope of practice issues.

In any event, the parties will be guided by the following key principles:

- Professional development will be recognized;
- All Registered Practical Nurses will have access to professional development opportunities;
- Responsibilities for professional development will be shared between the individual and the Hospital;
- Employee needs, Hospital needs and department/program requirements will be considered.

9.15 – 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 the 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 the collective agreement's local appendix) or the Labour Management Committee (as constituted under Article 6.02) through their Union Representative.

9.16 – PROFESSIONAL RESPONSIBILITY, PATIENT CARE, WORKLOADS & STAFFING

(The following clause is applicable to Registered Practical Nurses only)

- (a) The parties agree that optimal patient care is, and safe working conditions are, enhanced if concerns relating to professional responsibility, patient care, workloads and staffing issues are resolved in a timely and effective manner with communications between the parties being:
 - i) professional;
 - ii) courteous;
 - iii) collegial;
 - iv) respectful; and
 - v) focused on resolving the issue, not on the individuals.
- (b) Employees are encouraged to raise their concerns with their immediate supervisor within forty-eight (48) hours.
- (c) Upon receipt of a response from the supervisor within five (5) working days, if the employee or group of employees in (b) above are not satisfied, the employee or group of employees may, within forty-eight (48) hours, submit their concerns in writing to the Chief Nursing Officer. A meeting shall be held within thirty (30) days of a request from the employee or group of employees, who may be accompanied to this meeting by a Union representative. The Chief Nursing Officer will respond in writing to the employee, or group of employees, with a copy to the Union if applicable, within fifteen (15) days.
- (d) Upon receipt of a written response from the Chief Nursing Officer, if the employee or group of employees in (c) above are not satisfied, the employee or group of employees, who may be accompanied by their Union Representative, may, within forty-eight (48) hours, request a meeting with the Chief Executive Officer (or her/his designate) and such meeting shall be held within thirty (30) days. The Chief Executive Officer (or her/his designate) will respond in writing to the employee, or group of employees, within fifteen (15) days of the meeting,

with a copy to the Union if applicable.

- (e) It is agreed and understood that an employee or group of employees may in exceptional and urgent cases request an immediate meeting with the Chief Nursing Officer who will make every reasonable effort to accommodate the request. The timelines provided for in (d) above will apply failing resolution at this meeting.
- (f) Only the timelines set out above are subject to Article 7 – Grievance and Arbitration Process.

ARTICLE 10 - CONTRACTING OUT

10.01 - CONTRACTING OUT

The Hospital shall not contract out any work usually performed by members of the bargaining unit if, as a result of such contracting out, a layoff of any employees other than casual part-time employees results from such contracting out.

10.02 - CONTRACTING OUT

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

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

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

10.03 - CONTRACTING IN

Further to Article 9.08(A)(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 11 - WORK OF THE BARGAINING UNIT

11.01 - WORK OF THE BARGAINING UNIT

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

11.02 - VOLUNTEERS

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

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.

ARTICLE 12 - LEAVES OF ABSENCE

12.01 - PERSONAL LEAVE

Written request for a personal leave of absence without pay will be considered on an individual basis by the Hospital. Such requests are to be submitted to the employee's immediate supervisor at least four (4) weeks in advance, unless not reasonably possible to give such notice, and a written reply will be given within fourteen (14) days except in cases of emergency in which case a reply will be given as soon as possible. Employees needing personal leave days for appointments with medical practitioners may utilize the personal leave language. Such leave shall not be unreasonably withheld.

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

Notwithstanding the above, time spent by the eight (8) Executive Board members 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.

Part-time and casual 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, a part-time or casual 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 part-time or casual 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.

12.03(A) FULL-TIME POSITION(S) 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 two (2) employees 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 shall accumulate for employees during such leave on the basis of what his normal regular hours of work would have been. Service shall accumulate for employees during such leave to the maximum provided, if any, under the provisions of the collective agreement. It will become the responsibility of the employee for full payment of any applicable benefits in which the employee is participating during such leave of absence.

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

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

12.03(B) LEAVE FOR OCHU PRESIDENT AND SECRETARY-TREASURER

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

During such leave of absence seniority and service shall accrue at seven and one-half (7.5) hours per day to a maximum of thirty-seven and one-half (37.5) hours per week. In addition, during such leave of absence, the employee's salary and applicable benefits shall be maintained by the Hospital on the basis of what his normal regular hours of work would have been, provided that the Union reimburses the Hospital in the amount of such salary and applicable benefits within thirty (30) days of billing.

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

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

12.04 - BEREAVEMENT LEAVE

Any employee who notifies the Hospital as soon as possible following a bereavement will be granted bereavement leave for 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.

12.05 - 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 a full-time 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 full-time employee is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the employee's duties at the Hospital on his regularly scheduled day off, the Hospital will attempt to reschedule the employee's regular day off. Where the employee's attendance is required during a different shift than he is scheduled to work that day, the Hospital will attempt to reschedule the shift to include the time spent at such hearing. It is understood that any rescheduling shall not result in the payment of any premium pay.

Where the Hospital is unable to reschedule the employee and, as a result, he is required to attend during other than his regularly scheduled paid hours, he shall be paid for all hours actually spent at such hearing at his straight time hourly rate subject to (a), (b) and (c) above.

12.06 - PREGNANCY LEAVE

- (a) Pregnancy leave will be granted in accordance with the provisions of the *Employment Standards Act*, except where amended in this provision. The service requirement for eligibility for pregnancy leave shall be thirteen (13) weeks of continuous service.
- (b) The employee shall give written notification at least two (2) weeks in advance of the date of commencement of such leave and the expected date of return. At such time she shall also furnish the Hospital with the certificate of a legally qualified medical practitioner stating the expected birth date.
- (c) The employee shall reconfirm her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Hospital at least two (2) weeks in advance thereof.
- (d) Effective on confirmation by the Canada Employment Insurance Commission of the appropriateness of the Hospital's Supplementary Unemployment Benefit (SUB) Plan, an employee who is on pregnancy leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance pregnancy benefits pursuant to Section 22 of the *Employment Insurance Act* shall be paid a supplemental unemployment benefit for a period not exceeding fifteen (15) weeks. The supplement shall be equivalent to the difference between ninety-three percent (93%) of her normal weekly earnings and the sum of her weekly unemployment insurance benefits and any other earnings. Receipt by the Hospital of the employee's unemployment insurance cheque stubs shall constitute proof that she is in receipt of Employment Insurance pregnancy benefits.

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

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

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

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

12.07 - PARENTAL LEAVE

- (a) Parental leaves will be granted in accordance with the provisions of the *Employment Standards Act*, except where amended in this provision. The service requirement for eligibility for parental leave shall be thirteen (13) weeks of continuous service.
- (b) An employee, who qualifies for parental leave, other than an adoptive parent, shall give written notification of at least two (2) weeks in advance of the date of the commencement of such leave and the expected date of return.
- (c) For the purposes of this Article, parent shall be defined to include a person with whom a child is placed for adoption and a person who is in a relationship of some permanence with a parent of a child and who intends to treat the child as his or her own.
- (d) An employee who is an adoptive parent shall advise the Hospital as far in advance as possible of having qualified to adopt a child, and shall request the leave of absence, in writing, upon receipt of confirmation of the pending adoption. If, because of late receipt of confirmation of the pending adoption, the employee finds it impossible to request the leave of absence in writing, the request may be made verbally and subsequently verified in writing.

An employee shall reconfirm his or her intention to return to work on the date originally approved in subsection (b) above by written notification received by the

Hospital at least two (2) weeks in advance thereof.

- (e) Effective on confirmation by the Canada Employment Insurance Commission of the appropriateness of the Hospital's Supplemental Unemployment Benefit (SUB) Plan, an employee who is on parental leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance parental benefits pursuant to Section 22 of the *Employment Insurance Act*, shall be paid a supplemental unemployment benefit for a period not exceeding ten (10) weeks. That benefit shall be equivalent to the difference between ninety-three percent (93%) of the employee's normal weekly earnings and the sum of his or her weekly Employment Insurance benefits and any other earnings. Receipt by the Hospital of the employee's employment insurance cheque stub will serve as proof that the employee is in receipt of unemployment parental benefits.

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

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

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

- (f) Credits for service and seniority shall accumulate for a period of up to thirty-five (35) weeks after the parental leave began, if the employee also took pregnancy leave, and thirty-seven (37) weeks after the parental leave began otherwise, while the employee is on parental leave.
- (g) The Hospital will continue to pay its share of the premiums of the subsidized employee benefits, including pension, in which the employee is participating for a period of up to thirty-five (35) weeks after the parental leave began, if the employee also took pregnancy leave, and thirty-seven (37) weeks after the parental leave began otherwise, while the employee is on parental leave.
- (h) Subject to any changes to the employee's status which would have occurred had he or she not been on parental leave, the employee shall be reinstated to her former duties, on the same shift in the same department, and at the same rate of pay.

12.08 - EDUCATION LEAVE

If required by the Hospital, an employee shall be entitled to leave of absence with pay and 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.

12.09 - PRE-PAID LEAVE PLAN

The Hospital agrees to introduce a pre-paid leave program, funded solely by the employee subject to the following terms and conditions:

- (a) The plan is available to employees wishing to spread four (4) years' salary over a five (5) year period, in accordance with Part LXVIII of the *Income Tax Regulations, Section 6801*, to enable them to take a one (1) year leave of absence following the four (4) years of salary deferral.
- (b) The employee must make written application to the Hospital at least six (6) months prior to the intended commencement date of the program (i.e. the salary deferral portion), stating the intended purpose of the leave.
- (c) The number of employees that may be absent at any one time shall be determined between the local parties. The year for purposes of the program shall be September 1 of one year to August 31 the following year or such other twelve (12) month period as may be agreed upon by the employee, the Local Union and the Hospital.
- (d) Where there are more applications than spaces allotted, seniority shall govern.
- (e) During the four (4) years of salary deferral, 20% of the employee's gross annual earnings will be deducted and held for the employee and will not be accessible to the employee until the year of the leave or upon withdrawal from the plan.
- (f) The manner in which the deferred salary is held shall be at the discretion of the Hospital.

- (g) All deferred salary, plus accrued interest, if any, shall be paid to the employee at the commencement of the leave or in accordance with such other payment schedule as may be agreed upon between the Hospital and the employee.
- (h) All benefits shall be kept whole during the four (4) years of salary deferral. During the year of the leave, seniority will accumulate. Service for the purpose of vacation and salary progression and other benefits will be retained but will not accumulate during the period of leave. The employee shall become responsible for the full payment of premiums for any health and welfare benefits in which the employee is participating. Contributions to the Hospitals of Ontario Pension Plan will be in accordance with the Plan. The employee will not be eligible to participate in the disability income plan during the year of the leave.
- (i) An employee may withdraw from the plan at any time during the deferral portion provided three (3) months notice is given to the Hospital. Deferred salary, plus accrued interest, if any, will be returned to the employee within a reasonable period of time.
- (j) If the employee terminates employment, the deferred salary held by the Hospital plus accrued interest, if any, will be returned to the employee within a reasonable period of time. In case of the employee's death, the funds will be paid to the employee's estate.
- (k) The Hospital will endeavour to find a temporary replacement for the employee as far in advance as practicable. If the Hospital is unable to find a suitable replacement, it may postpone the leave. The Hospital will give the employee as much notice as is reasonably possible. The employee will have the option of remaining in the Plan and rearranging the leave at a mutually agreeable time or of withdrawing from the Plan and having the deferred salary, plus accrued interest, if any, paid out to the employee within a reasonable period of time.
- (l) The employee will be reinstated to his or her former position unless the position has been discontinued, in which case the employee shall be given a comparable job.
- (m) Final approval for entry into the pre-paid leave program will be subject to the employee entering into a formal agreement with the Hospital in order to authorize the Hospital to make the appropriate deductions from the employee's pay. Such agreement will include:
 - (i) A statement that the employee is entering the pre-paid leave program in accordance with this Article of the Collective Agreement.
 - (ii) The period of salary deferral and the period for which the leave is requested.
 - (iii) The manner in which the deferred salary is to be held.

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

12.10 - MEDICAL CARE AND EMERGENCY LEAVE

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

1. A personal illness, injury or medical emergency.
2. The death, illness, injury or medical emergency of an individual described in this Article.
3. 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 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.

12.11 - 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 13 – SICK LEAVE, INJURY AND DISABILITY

13.01 – SICK LEAVE

- (a) The Hospital will continue to provide during the term of the Collective Agreement its current Sick Leave Plan. Sick leave is for the purpose of protecting employees against a loss of income during periods of legitimate illness or injury not covered by Workers' Compensation.
- (b) An employee shall be eligible for sick leave on completion of three (3) months continuous active employment. Following the completion of such period, an employee shall subsequently accumulate sick leave credits on the basis of one (1) day for each month of completed service to a maximum of ninety (90) days. Where employees use any portion of their sick leave they may re-accumulate sick leave credits to a maximum of ninety (90) days.
- (c) Employees may be required to produce proof of illness in the form of an acceptable medical certificate and in all cases of illness exceeding three (3) working days a medical certificate, confirming the employee's ability to return to work and outlining restrictions, if any, shall be required prior to returning to work unless waived by the Hospital. Medical certificates shall be provided to Occupational Health Service. Absences due to illness or injury not compensable under Workers' Compensation shall be charged against sick leave credits. Payment of existing sick leave credits pending a claim for Workers' Compensation shall be administered on the basis of current practice.

- (d) In order to qualify for sick leave an employee must notify his supervisor as soon as possible of any absence and except in extenuating circumstances at least two (2) hours prior to the commencement of his regular shift.

The employee is obligated to notify the department head as to the expected return date and, where the absence may be extended, the employee would be expected to inform the Employee Health Unit or his department of this status on a regular basis until he returns.

- (e) There shall be no pay out of unused accumulated sick leave credits on termination of employment
- (f) The Hospital shall pay the full cost of any medical certificate required of an employee.
- (g) Where an employee is prevented from working for the Hospital on account of an occupational illness or accident that is recognized by the Workplace Safety & Insurance Board as compensable within the meaning of the *Workplace Safety & Insurance Act*, the Hospital, on application from the employee will utilize the employee's accumulated sick leave credits to supplement the award made by the Workplace Safety & Insurance Board for loss of wages to the employee by such amount that the award of the Workplace Safety & Insurance Board for loss of wages, together with the supplementation of the Hospital, will equal 100% of the employee's net earnings, to the limit of the employee's accumulated sick leave credits. Where a WSIB top-up is currently provided from general revenue, it will be provided on the same basis except that it will continue to be provided from general revenue.

13.02 – INJURY PAY

If an employee is injured on the job and his supervisor excuses him from further duty for the balance of his shift, the employee's regular rate of pay shall continue for the balance of that shift and there shall be no deduction from sick leave or other credits.

13.03 – PAYMENT PENDING DETERMINATION OF WSIB CLAIMS

An employee who is absent from work as a result of an illness or injury sustained at work and who has been awaiting approval of claim for WSIB benefits for a period longer than one complete shift may apply to the Hospital for payment equivalent to the lesser of the benefit she would receive from WSIB benefits if her claim was approved, or the benefit to which she would be entitled under the short term sick leave plan. Payment will be provided only if the employee provides evidence of disability satisfactory to the Hospital and a written undertaking satisfactory to the Hospital that any payments will be refunded to the Hospital following final determination of the claim by the Workplace Safety & Insurance Board. If the claim for WSIB benefits is not approved, the monies paid as an advance will be applied towards the benefits to which the employee would

be entitled under the short-term sick leave plan. Any payment under this provision will continue for a maximum of fifteen (15) weeks.

ARTICLE 14 - HOURS OF WORK

14.01 - DAILY & WEEKLY HOURS OF WORK

The normal hours of work per week shall average thirty-seven and one-half (37 ½) hours bi-weekly or such longer period (not to exceed four (4) weeks unless otherwise agreed to by the parties) as scheduled by the Hospital exclusive of a one-half hour unpaid meal period. The meal period shall be uninterrupted subject to the efficiency of operations of the Hospital. Where it is necessary to interrupt or postpone an employees' normal meal period, all or the balance of the meal period not taken shall be rescheduled as soon as possible.

The normal daily tour shall be seven and one-half (7 ½) 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 the hours of work per day, the days or work per week, nor a guarantee of working schedules.

14.02 - REST PERIODS

The Hospital will schedule one fifteen (15) minute rest period for each full scheduled half shift.

14.03 - ADDITIONAL REST PERIODS

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

14.04 EXTENDED TOURS

Extended tour provisions may be negotiated by the parties at the local level.

14.05 – JOB SHARING

- (a) Job sharing is defined as two permanent employees sharing one full-time position. All job sharing arrangements shall be subject to the approval of the Hospital and the agreement of the Union.
- (b) Before any job sharing arrangement is approved, the Hospital and the Union must determine locally:

- i. The resulting vacancy or vacancies to be posted in accordance with Article 9.05; and
 - ii. The terms and conditions governing the introduction and discontinuance of such job sharing arrangements.
- (c) The employees involved in a job sharing arrangement will be classified as regular part-time and will be covered by the provisions of this agreement applicable to part-time employees, except that any full-time employee who enters a job sharing arrangement may continue participation in the group health and welfare benefit programs set out in Article 18.01 provided the employee pays the full amount of the monthly premiums during the job sharing period.

ARTICLE 15 - PREMIUM PAYMENT

15.01 - DEFINITION OF REGULAR STRAIGHT TIME RATE OF PAY

The regular straight time rate of pay is that prescribed in wage schedule of the Collective Agreement.

15.02 - DEFINITION OF OVERTIME

All authorized work performed in excess of seven and one-half (7 ½) hours per day or in-excess of the average weekly hours over the period scheduled by the Hospital shall be paid at time and one-half (1 ½) the employee's regular straight time hourly rate unless otherwise provided herein.

Employees who are absent on approved time off during their scheduled work week because of legitimate illness, bereavement leave, jury duty, designated holidays, or vacation shall, for the purposes of calculating overtime pay, be deemed to have worked their regular hours during such absence.

15.03 - OVERTIME PREMIUM AND NO PYRAMIDING

Subject to any superior conditions, the overtime rate shall be time and one-half (1 ½)) the employee's straight-time hourly rate.

Where an employee is required to work additional overtime contiguous to an overtime shift within a twenty-four (24) hour period, the employee will be compensated at the rate of double time his or her straight time hourly rate for all additional contiguous overtime hours worked.

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

15.04 - TIME OFF IN LIEU OF OVERTIME

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

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

15.05 - REPORTING PAY

Employees who report for any scheduled shift will be guaranteed at least four (4) hours of work, or if no work is available will be paid at least four (4) hours except when work is not available due to conditions beyond the control of the Hospital. The reporting allowance outlined as herein shall not apply whenever an employee has received prior notice not to report for work. Part-time employees scheduled to work less than seven and one-half (7 ½) hours per day will receive a pro-rated amount of reporting pay.

15.06 - CALL-BACK

Where employees are called back to work after having completed a regular shift, and prior to the commencement of their next regular shift, they shall receive a minimum of four (4) hours of work or four (4) hours pay at the rate of time and one-half (1 ½) their regular hourly earnings. Superior provisions shall remain.

15.07 – STANDBY

An employee who is required to remain available for duty on standby, outside the normal working hours for that particular employee, shall receive standby pay in the amount of \$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 \$4.90 per hour.

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

15.08 - TEMPORARY TRANSFER

Where an employee is assigned temporarily to perform the duties and assume the responsibilities of a higher paying position in the bargaining unit, 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.

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

15.09 - SHIFT AND WEEKEND PREMIUM

Employees shall be paid a shift premium of one dollar and five cents (\$1.05) per hour for all hours worked where the majority of their scheduled hours fall between 1500 and 0700 hours.

The same one dollar and five cents (\$1.05) per hour will be paid as weekend premium for all hours worked between 2400 hours Friday and 2400 hours Sunday, or such other 48-hour period as may be agreed upon by the local parties.

Effective September 29, 2010, employees shall be paid a shift premium of one dollar and ten cents (\$1.10) per hour for all hours worked where the majority of their scheduled hours fall between 1500 and 0700 hours.

The same one dollar and ten cents (\$1.10) per hour will be paid as weekend premium for all hours worked between 2400 hours Friday and 2400 hours Sunday, or such other 48-hour period as may be agreed upon by the local parties.

Effective September 29, 2011, employees shall be paid a shift premium of one dollar and fifteen cents (\$1.15) per hour for all hours worked where the majority of their scheduled hours fall between 1500 and 0700 hours.

The same one dollar and fifteen cents (\$1.15) per hour will be paid as weekend premium for all hours worked between 2400 hours Friday and 2400 hours Sunday, or such other 48-hour period as may be agreed upon by the local parties.

Effective September 29, 2012, 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, or such other 48-hour period as may be agreed upon by the local parties.

ARTICLE 16 - HOLIDAYS

16.01 - NUMBER OF HOLIDAYS

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

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

16.02 - DEFINITION OF HOLIDAY PAY AND QUALIFIERS

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

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

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

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

16.03 - PAYMENT FOR WORKING ON A HOLIDAY

If an employee is required to work on any of the holidays set out in the local Appendix the employee shall be paid at the rate of time and one-half (1 ½) her regular straight time hourly rate of pay for all hours worked on such holiday subject to Article 16.04. In addition, if the employee qualifies in accordance with Article 16.02 above the employee will receive a lieu day off with pay in the amount of the employee's regular straight time hourly rate of pay times the employee's normal daily hours of work.

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

16.04 - PAYMENT FOR WORKING OVERTIME ON A HOLIDAY

Where an employee is required to work authorized overtime in excess of his regularly scheduled hours on a paid holiday, such employee shall receive twice (2x) his regular straight time hourly rate for such authorized overtime.

ARTICLE 17 - VACATIONS

17.01 - VACATION ENTITLEMENT, QUALIFIERS AND CALCULATION OF PAYMENT

Subject to any superior conditions:

An employee who has completed the following number of continuous years of service:	But less than the following number of continuous years of service:	Is entitled to the following number of weeks of annual vacation with pay:
1	2	2
2	5	3
5	13	4
13	21	5
21	28	6
28		7

Effective September 29, 2012, the vacation entitlement will be as follows:

Subject to any superior conditions:

An employee who has completed the following number of continuous years of service:	But less than the following number of continuous years of service:	Is entitled to the following number of weeks of annual vacation with pay:
1	2	2
2	5	3
5	12	4
12	20	5
20	28	6
28		7

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

17.02 - WORK DURING VACATION

Should an employee who has commenced his scheduled vacation and agrees upon request by the Hospital to return to perform work during the vacation period, the employee shall be paid at the rate of one and one-half (1 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.

17.03 - ILLNESS DURING VACATION

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

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

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

17.04 - BEREAVEMENT DURING VACATION

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

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

ARTICLE 18 - HEALTH & WELFARE

18.01 - INSURED BENEFITS

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

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

- (a) The Hospital agrees to pay 100% of the billed premium towards coverage of eligible employees in the active employ of the Hospital under the Blue Cross Semi-Private Plan in effect as of September 28, 1993 or comparable coverage with another carrier.
- (b) The Hospital agrees to contribute 75% of the billed premium towards coverage of eligible employees in the active employ of the Hospital under the existing Blue Cross Extended Health Care Benefits Plan in effect as of September 28, 1993 (as amended below) or comparable coverage with another carrier providing for \$22.50 (single) and \$35.00 (family) deductible, providing the balance of monthly premiums is paid by the employee through payroll deductions.

Reimbursement for prescribed drugs covered by the Plan will be based on the cost of the lowest priced therapeutically equivalent generic version of the drug, unless there is a documented adverse reaction to the generic drug.

Subject to superior conditions services of a chiropractor and of a licensed or registered physiotherapist will be covered up to an annual maximum of \$350 for each service.

Effective September 29, 2014, the annual maximum for the services of a chiropractor will be increased to \$375.

Effective September 29, 2015, the annual maximum for the services of a licensed or registered physiotherapist will be increased to \$375.

Vision care maximum \$300.00 every 24 months in addition to eye examinations biennially, and hearing aide acquisition every 36 months. Vision care coverage can be used for laser eye surgery.

- (c) The Hospital agrees to contribute 100% of the billed premium towards coverage of eligible employees in the active employ of the Hospital under HOOGLIP in effect as of September 28, 1993 or such other group life insurance plan currently in effect providing the balance of the monthly premium is paid by the employee through payroll deductions.
- (d) The Hospital agrees to contribute 75% of the billed premiums towards coverage of eligible employees in the active employ of the Hospital under the Blue Cross #9 Dental Plan in effect as of September 28, 1993 or comparable coverage with another carrier.

Dental recall, including preventative services, every 9 months.

The Hospital also agrees to contribute 75% of the billed premiums towards coverage of Blue Cross rider #2 (or equivalent) [complete and partial dentures] at 50/50 co-insurance to \$1000 annual maximum and Blue Cross rider #4 (or equivalent) [crowns, bridgework, and repairs to same] at 50/50 co-insurance to \$1000 annual maximum providing the balance of the monthly premiums are paid by the employee through payroll deduction.

The dental plan fee schedule for services for the dental plan benefits provided above shall be based on the current ODA fee schedule as it may be updated from time to time.

- (e) The Hospital will provide equivalent coverage to all employees who retire early and have not yet reached age 65 and who are in receipt of the Hospital's pension plan benefits on the same basis as is provided to active employees for semi-private, extended health care and dental benefits. The Hospital will contribute the same portion towards the billed premiums of these benefits plans as is currently contributed by the Hospital to the billed premiums of active employees.
- (f) A copy of all current master policies of the benefits referred to in this Article shall be provided to the Union.

18.02 CHANGE OF CARRIER

It is understood that the Hospital may at any time substitute another carrier for any plan (other than OHIP) provided the benefits conferred thereby are not in total decreased. The Hospital shall notify the Union sixty (60) days in advance of making such a substitution to explain the proposed change and to ascertain the views of the employees. Upon a request by the Union, the Hospital shall provide to the Union, full specifications of the benefit programs contracted for and in effect for employees covered herein. The Hospital will provide the Union with the full details of any changes made by an existing carrier to current plan provisions.

18.03 - PENSION

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

18.04 – UNION EDUCATION

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

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

ARTICLE 19 - HEALTH & SAFETY

19.01 - PROTECTIVE FOOTWEAR

Effective January 1, 2014, and on that date for each subsequent calendar year, the Hospital will provide \$120 per calendar year to each full-time and each regular part-time employee who is required by the Hospital to wear safety footwear during the course of his duties. The employees who will be required to wear safety footwear will be negotiated locally and set out in the Local Provisions Appendix.

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

19.02 – INFLUENZA VACCINATION

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 article shall be interpreted in a manner consistent with the *Ontario Human Rights Code*.

ARTICLE 20 - COMPENSATION

20.01 (A) - JOB CLASSIFICATION

When a new classification (which is covered by the terms of this Collective Agreement) is established by the Hospital, the Hospital shall determine the rate of pay for such new classification and notify the Local Union of the same. If the Local Union challenges the rate, it shall have the right to request a meeting with the Hospital to endeavour to negotiate a mutually satisfactory rate. Such request will be made within ten (10) days after the receipt of notice from the Hospital of such new occupational classification and rate. Any change mutually agreed to resulting from such meeting shall be retroactive to the date that notice of the new rate was given by the Hospital. If the parties are unable to agree, the dispute concerning the new rate may be submitted to arbitration as provided in the Agreement within fifteen (15) days of such meeting. The decision of the Board of Arbitration (or Arbitrator as the case may be) shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classification.

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

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

requirements of such classifications.

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

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

20.01(B) - JOB DESCRIPTIONS

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

20.02 - ASSIGNMENT OF DUTIES FROM ANOTHER CLASSIFICATION

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

- (a) An employee who occupies a position which is revised in accordance with this Article, and who is physically incapable of performing the revised position, will not be required to perform those additional duties which exceed the employee's physical capabilities provided the employee's physician provides documentation to the Hospital of such limitation.
- (b) In the event an employee presently occupying a position which is revised in accordance with this article requires additional training to perform duties of the revised position the employee shall be entitled to a period of training, with due consideration being given to the employee's age and previous educational background, during which they may perfect or acquire the skills necessitated by the new method of operation. The employer will assume the cost of tuition and travel. There shall be no reduction in wage or salary rates during the training period of any such employee. Training shall be given during the hours of work whenever possible and may extend for up to six months.

20.03 - PROMOTION TO A HIGHER CLASSIFICATION

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

20.04 - WAGES AND CLASSIFICATION PREMIUMS

Provisions under these headings shall remain unchanged and are repeated as 20.04, 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.

ARTICLE 21 - 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 re-structuring 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 22 – APPRENTICESHIP COMMITTEE

The central parties agree that within sixty (60) days of the commencement of this agreement, a joint local committee consisting of up to three representatives each will be formed to discuss the feasibility of establishing an apprenticeship program(s). If such a program is deemed feasible, the local parties will determine the terms and conditions of such program(s).

The joint local committee will seek the availability of any federal or provincial funds to cover the costs of such programs.

ARTICLE 23 - DURATION

23.01 - TERM

This agreement shall be binding and continue in effect and shall continue from year to year unless either party gives written notice to the other party of its desire to bargain for amendments within ninety (90) days prior to the termination date of September 28, 2017. Upon receipt of such notice by one party or the other, both parties will meet thereafter for the purpose of bargaining.

23.02 - CENTRAL BARGAINING

Notwithstanding the foregoing provisions, in the event the parties to this Agreement agree to negotiate for its renewal through the process of central bargaining, either party to this Agreement may give notice to the other party of its desire to bargain for amendments on local matters proposed for incorporation in the renewal of this Agreement and negotiations on local matters shall take place during the period from 120 to 60 days prior to the termination date of this Agreement. Negotiations on central matters shall take place during the period commencing forty-five days prior to the termination date of this Agreement.

It is understood and agreed that "local matters" means, those matters which have been determined by mutual agreement between the central negotiating committees respectively representing each of the parties to this Agreement as being subjects for local bargaining directly between the parties to this Agreement. It is also agreed that local bargaining shall be subject to such procedures that may be determined by mutual agreements between the central negotiating committees referred to above. For such purposes, it is further understood that the central negotiating committees will meet during the sixth month prior to the month of termination of this Agreement to convey the intentions of their principals as to possible participation in central negotiations, if any, and the conditions for such central bargaining.

LETTER OF UNDERSTANDING

RE: Introduction of HOODIP to Hospitals with Accumulating Sick Leave Plans

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

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

LETTER OF UNDERSTANDING

RE: HOODIP

CUPE and the Participating Hospitals agree to establish a provincial working group consisting of up to three representatives each, to investigate sick leave utilization, discuss changes to HOODIP and individual Hospital participation in the Plan.

The working group will have access to expertise and resources as appropriate. The working group will commence meeting within 3 months following the date of the ratification of the settlement. The committee may explore the feasibility of implementing pilot project(s) to determine the effectiveness of any changes to the current sick leave plan. Any pilot project will be without prejudice.

CUPE members will be granted such time off as is required to attend joint meetings of the working group. The time spent by the CUPE members to attend joint meetings of the working group will be deemed time worked and CUPE members will be compensated at their regular straight time hourly rate.

The working group will arrange its activities in order to endeavour to arrive at joint recommendations for the central parties by March 31, 2017.

LETTER OF UNDERSTANDING

RE: Voluntary Part-time Benefits

If the local parties agree, the Hospital will provide part-time employees with the option of voluntary participation in any and all of the group health and welfare benefit programs set out in Article 18.01. It is understood and agreed that the part-time employees would pay the Employer the full amount of the monthly premiums, in advance.

NOTE: Part-time voluntary benefits are not arbitrable in local negotiations.

LETTER OF UNDERSTANDING

RE: RPN Rates

CUPE and the Participating Hospitals agree to establish a provincial working group consisting of up to three representatives each, to discuss the issue of RPN rates across the province, and the feasibility of moving towards a provincial or common wage rate.

The working group will have access to expertise and resources as appropriate. The working group will commence meeting sixty (60) days following ratification of the collective agreement.

CUPE members will be granted such time off as is required to attend joint meetings of the working group. The time spent by the CUPE members to attend joint meetings of the working group will be deemed time worked and CUPE members will be compensated at their regular straight time hourly rate.

The working group will arrange its activities in order to endeavour to arrive at joint recommendations for the central parties four (4) months prior to the expiry of the collective agreement.

MEMORANDUM OF AGREEMENT

Between:

The Participating Hospitals/ OHA

- and -

The Ontario Council of Hospital Unions/ CUPE

Whereas the current collective agreement makes reference to the Blue Cross Plans in effect as of September 28, 1993;

And Whereas the semi-private, extended health care and dental benefits are now being provided by various carriers at the different hospitals;

And Whereas the Participating Hospitals ("the Hospitals") and the Ontario Council of Hospital Unions/CUPE ("the Union") wish to ensure that the collective agreement entitlements to semi-private, extended health care and dental benefits are comparable;

And Whereas the Hospitals and the Union are desirous of considering whether, without reducing the level of benefits provided at each individual participating hospital, savings can be achieved in the provision of semi-private, extended health care and dental benefits;

And Whereas the Hospitals and the Union wish to ensure that eligible employees receive comprehensive and accurate information about their coverage and entitlements;

And Whereas the Hospitals and the Union recognize the importance of working collaboratively to achieve the objectives outlined above, it is agreed as follows:

1. Within thirty days of the ratification by the Hospitals and the Union of the collective agreement, a provincial Joint Benefits Committee ("the Committee") will be established.
2. Both the Hospitals and the Union will nominate three members of the Committee and appoint co-chairs. The Committee will meet and mutually select a third party facilitator. Failing to do so, William Kaplan will appoint the facilitator.
3. The Hospitals and the Union will be responsible for their own expenses, but they will share equally in the fees of the expenses of the facilitator.
4. The Committee will meet monthly or as otherwise agreed by the parties or directed by the facilitator.
5. The Committee will immediately request from all participating hospitals a copy of their current benefit plan master policies as they pertain exclusively to CUPE and booklets to be provided within 90 days of the request.
6. The Committee will review those plans and determine what, if any, variations exist among the plans.

7. The Committee will also consider whether, without reducing the level of benefits provided at each individual participating hospital, there are cost saving mechanisms available to the parties.
8. The Committee may retain expert assistance, the cost of which shall be borne equally by the Hospitals and the Union. Should the Hospitals and the Union not agree on retaining expert assistance, the decision of the facilitator shall be binding.
9. The Committee shall complete its work and prepare a final report within eighteen months, unless the parties agree otherwise. The parties agree that this memorandum of agreement and the report of the Committee shall not be introduced or relied upon by either party in any proceedings whatsoever. However, it is agreed and understood that the data collected may be relied upon by either party for any purpose in any proceeding.

LETTER OF UNDERSTANDING

RE: Lump Sum Payment

First Year of Agreement

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. Payment is to be made within three (3) full pay periods of the effective date (i.e. September 28, 2014).

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.

Second Year of Agreement

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 on a separate cheque/deposit. Payment is to be made within three (3) full pay periods of the effective date (i.e. September 28, 2015).

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.

Third Year of Agreement

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 three (3) 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.

Fourth Year of Agreement

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 three (3) 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.

LETTER OF UNDERSTANDING

RE: Grievances Related to Article 3.02

The parties agree that grievances related to 3.02, if any, will be heard before Arbitrator William Kaplan (with nominees).

APPENDIX OF LOCAL ISSUES

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

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

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

IMPLEMENTATION NOTE RE PREEXISTING CLAUSES

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

APPENDIX OF LOCAL ISSUES

ARTICLE A - MANAGEMENT RIGHTS

A.01 The Union acknowledges that it is the exclusive function of the Hospital to:

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

A.02 The Hospital agrees that such rights shall not be exercised in a manner inconsistent with the provisions of this Agreement.

ARTICLE B - RECOGNITION

The Hospital recognizes the Union as the exclusive bargaining agent for all employees of The Hospital for Sick Children in the Municipality of Metropolitan Toronto, save and except professional medical staff, Graduate and Undergraduate Nurses, Graduate and Undergraduate Pharmacists, Graduate Dietitians, Dietetic Interns, Social Workers, Child Care Workers, Play Park Attendants, Recreationists, persons engaged in research work, technical personnel, Supervisors, persons above the rank of Supervisor, Foremen,

persons above the rank Foreman, Chief Engineer, Office and Clerical staff, Security Guards, persons regularly employed for not more than 24 hours per week, and students employed during the school vacation.

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

ARTICLE C - UNION DUES DEDUCTION AND REMITTANCE AND DUES LISTS

- C.01 The Hospital agrees to deduct union dues biweekly from each regular employee in the bargaining unit.
- C.02 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.03 In consideration of the deducting and forwarding of union dues by the Hospital, the Union agrees to indemnify and save harmless the Hospital against any claims or liabilities arising or resulting from the operation of this Article.
- C.04 Dues deductions shall become effective in the month following the month in which the employee was hired. The deduction shall be forwarded to the National

Secretary-Treasurer of the Union following the pay period in which the deduction was made, along with a list of employees for whom deductions were made. The Hospital will, at the same time, provide the Local Union with a list, monthly, of all hirings, lay-off, recalls and terminations with the amount of such deductions and a total of all regular wages paid to bargaining unit employees exclusive of overtime and fringe benefits where such information is available or becomes readily available through the Hospital's payroll system. Such information shall be sent to the attention of the Recording Secretary of the Local Union. The National Secretary of the Union will also receive a copy of the amount of the deductions and a total of all regular wages paid to bargaining unit employees exclusive of overtime and fringe benefits.

- C.05 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 D - SENIORITY LISTS

- D.01 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 and posted in January and July, and will be made available to the Local Union President and Chief Steward.
- D.02 An employee attaining seniority shall have thirty (30) days from the posting of the seniority list containing their name to advise the Hospital of any errors with respect to their respective seniority dates. Thereafter, the employee shall be deemed to have accepted the seniority dates posted unless their seniority date changes in a subsequently posted list, in which case they shall have thirty (30) days from the posting of that seniority list to advise the Hospital of errors.
- D.03 Where two (2) or more employees have the same seniority date, they shall be placed on the seniority list in an order determined by service date with the Hospital. In circumstances of identical service dates, a lottery will be conducted in the presence of a Union Representative. Previous lottery dates for same date of hire stand as is.

ARTICLE E - SCHEDULING

- E.01 The Hospital will post work schedules at least four (4) weeks in advance and to keep changes in such schedules to a minimum. Changes to posted work schedules will be brought to the attention of the employee. The Hospital and the Union agree that where less than twenty-four (24) hours notice is given to the employee, time and one half (1 ½) of the employee's regular straight time hourly rate will be paid for all hours worked on the first shift of the employee's new schedule.
- E.02 Schedules shall be arranged so that employees will normally not be required to work more than seven (7) consecutive tours without a day off. However, employees may exchange tours with consent of the Hospital.
- E.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.
- E.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.
- E.05 There shall be no split shifts scheduled by the Hospital.
- E.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.
- E.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 employee's entitlement to the next opportunity to perform scheduled overtime in his Department that he is qualified to perform.
- E.08 The Hospital and the Union may, where mutually agreed, establish Departmental Scheduling Committees comprised of not more than three (3) representatives from the Hospital and three (3) representatives for the bargaining unit, (one of whom will be an elected union official), to discuss issues related to scheduling.

Subject matter for discussion shall include scheduling consecutive tours,

scheduling weekends off, the introduction of discontinuance of extended tours, posting work schedules in advance and other.

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

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

ARTICLE F - UNIFORMS

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.

ARTICLE G - DESIGNATED HOLIDAYS

G.01 The following days are designated holidays:

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

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

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

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

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

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

G.03 Lieu days to which an employee becomes entitled pursuant to article 16.03 shall be taken at a time scheduled by the Hospital and acceptable to the employee within sixty (60) calendar days following the holiday. If no agreement is reached on such day of pay within sixty (60) days, the employee shall receive holiday pay.

G.04 Where any of the holidays listed in the Local Appendix occurs on an employee's regularly scheduled day off, the employee will be paid his holiday pay and may receive an additional day off, without pay, at a time scheduled by the Hospital and agreeable to the employee. Where any of the holidays listed in the Local Appendix occur during an employee's vacation period, his vacation shall be extended by one (1) day unless the Hospital agrees to provide an additional day off with pay at a time scheduled by the Hospital and agreeable to the employee.

ARTICLE H - MEAL ALLOWANCE

Employees who are required to work more than two (2) hours overtime continuous with the completion of their regular shift shall be provided with a meal or granted a meal voucher to a maximum of ten dollars (\$10.00).

ARTICLE I - GENERAL

I.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.

I.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 the Hospital premises.

I.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 J - VACATION ADMINISTRATIVE PROVISIONS

J.01 The vacation year, for the purposes of scheduling and distribution of vacation, shall be from July 1st to June 30th of the following year.

J.02 Vacation schedules will be posted on or before March 31st in each year. Employees shall advise of their vacation preferences within thirty (30) calendar days of the posting of the schedule or such further period as agreed to by the Hospital. The Hospital will make reasonable efforts to accommodate the wishes of employees with respect to vacation preferences subject to the efficient operation of the Hospital. Where, in scheduling vacations in accordance with the foregoing, conflicts arise amongst employees as to their choice of available vacation times, consideration shall be given to the respective length of service of such employees, their vacation preferences in prior years and the staffing requirements of the Hospital.

J.03 Vacations shall be taken in the vacation year of entitlement and there shall be no carry over of vacation except with the written approval of the Hospital.

ARTICLE K – LOSS OF SENIORITY

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

ARTICLE L - TRANSFER OF SENIORITY AND SERVICE

Effective April 16, 1987 and for employees who transfer subsequent to April 16, 1987, see Article 9.07 of the Central Language for the substance of this clause.

ARTICLE M - UNION REPRESENTATION AND COMMITTEES

M.01 LABOUR MANAGEMENT COMMITTEE

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

M.02 LOCAL BARGAINING COMMITTEE

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

M.03 STEWARD REPRESENTATION

The Hospital and Union agree that Union Stewards elected or appointed under Article 6.05 shall not exceed fourteen (14) in number. The allocation of steward representation shall be as follows:

<u>Department or Grouping</u>	<u>Representatives</u>
Patient Support Services	4
Plant Operations, Glassware Washing	2
Nutrition & Food Services	2
POCU, Central Services	2
Supply Chain Management, Pharmacy, Print Shop	1
<u>Total</u>	<u>11</u>

The Union may elect or appoint additional stewards (floaters) to bring the total to a maximum of fourteen (14) from time to time as the need arises. One (1) floater will be elected or appointed on afternoon/evenings and one (1) on overnights.

The Union will take into consideration the size of Department and number of existing Union Stewards when assigning floaters. In any event, no more than one (1) floater may be assigned to any one area except when replacing an extended leave of absence.

M.04 GRIEVANCE COMMITTEE

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

M.05 LEAVE OF ABSENCE - UNION BUSINESS

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

ARTICLE N - TOOL ALLOWANCE

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

ARTICLE O - TRANSPORTATION COST ON CALL BACKS

Where an employee has completed his regularly scheduled shift and left the Hospital and is called in to work outside his regularly scheduled hours, the Hospital will pay transportation costs either by taxi or by his own vehicle at the rate of forty cents (\$0.40) 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.

ARTICLE P - 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.

ARTICLE Q - 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.

ARTICLE R – PAYROLL ADMINISTRATION

- R.01 Where a payroll error has occurred in excess of seven and a half (7.5) 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.
- R.02 The Hospital and Union agree that during the term of the Collective Agreement all employees will participate in the direct deposit banking system.

ARTICLE S – WORKPLACE VIOLENCE

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.

Dated at TORONTO, Ontario, this 30th day of MARCH 2017.

For the Union:

Leno Refail
Joey Adul

For the Hospital:

Cristina Amara

WAGE SCHEDULE

Step	Hourly Rate 29-09-2013	Hourly Rate 29-09-2014	Hourly Rate 29-09-2015	Hourly Rate 29-09-2016	
1	20.01	20.15	20.29	20.43	Dietary Aide, Glassware Washer, Housekeeping Aide
2	21.01	21.16	21.31	21.46	
1	20.49	20.63	20.77	20.92	Lead Hand – Glassware Washer, Linen Porter, Milk Prep Room Aide, Printer, Stores & Receiving Porter, Supply Cart Aide
2	21.54	21.69	21.84	21.99	
1	20.49	20.63	20.77	21.02	Transport Aide
			20.871		
2	21.54	21.69	21.84	22.09	
			21.941		
1	21.12	21.27	21.42	21.57	Cook
2	22.18	22.34	22.50	22.66	
3	23.31	23.47	23.63	23.80	
4	24.44	24.61	24.78	24.95	
1	21.20	21.35	21.50	21.65	Lead Hand - Housekeeping, Pharmacy Stores Associate ² , Receiver - Food Services, Seamstress, Stores & Receiving Driver
2	22.27	22.43	22.59	22.75	
1	21.38	21.53	21.68	21.83	Patient Service Aide
2	21.98	22.13	22.28	22.44	
3	22.69	22.85	23.01	23.17	
1	21.72	21.87	22.02	22.17	POCU Attendants
2	22.62	22.78	22.94	23.10	
3	23.51	23.67	23.84	24.01	
1	22.90	23.06	23.22	23.38	Medical Device Reprocessor
2	23.46	23.62	23.79	23.96	
3	23.99	24.16	24.33	24.50	
1	23.61	23.78	23.95	24.12	Lead Hand - Stores & Receiving
2	24.51	24.68	24.85	25.02	

1 New rate effective March 29, 2016.

2 New classification effective July 2015.

3 New classification effective January 2013.

Step	Hourly Rate 29-09-2013	Hourly Rate 29-09-2014	Hourly Rate 29-09-2015	Hourly Rate 29-09-2016	
1	24.10	24.27	24.44	24.61	Lead Hand - Operating Room
1	25.11	25.29	25.47	25.65	Painter
2	26.12	26.30	26.48	26.67	
1	25.19	25.37	25.55	25.73	Lead Hand - Medical Device Reprocessor ⁴
1	26.19	26.37	26.55	26.74	Building Operator, Maintenance Mechanic
2	27.26	27.45	27.64	27.83	
1	26.54	26.73	26.92	27.11	Construction Carpenter; Maintenance Carpenter
2	27.67	27.86	28.06	28.26	
1	27.34	27.53	27.72	27.91	Lead Hand - Painter, Licensed Electrician, Licensed Millwright, Licensed Plumber, Licensed Refrigeration Mechanic
2	28.45	28.65	28.85	29.05	
1	27.82	28.01	28.21	28.41	Lead Hand - Building Operator
2	28.92	29.12	29.32	29.53	
3	30.10	30.31	30.52	30.73	
1	28.11	28.31	28.51	28.71	Electronics Technician, Lead Hand - Electrician, Lead Hand - Plumber, Lead Hand - Refrigeration Mechanic
2	29.26	29.26	29.67	29.88	
3	30.50	30.71	30.92	31.14	

⁴ New appointment effective January 2013.

LETTER OF UNDERSTANDING

Re: Modified Work Committee

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

The Hospital will notify the President of the Local of the names of all members off work due to a work related injury (whether or not the employee is in receipt of WSIB benefits) and those on LTD 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. 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 (2) 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 at TORONTO, Ontario, this 30th day of MARCH 2017.

For the Union:

Sera R. [Signature]

[Signature]

For the Hospital:

[Signature]

LETTER OF UNDERSTANDING

Re: Layoff & Recall of Lead Hands

The Hospital and the Union agree that in the event of layoff and recall, Lead Hands will be treated as part of the affected classification until the layoff and subsequent bumping has occurred (e.g. Lead Hand – Housekeeping to Housekeeping Aide status).

Dated at TORONTO, Ontario, this 30th day of MARCH, 2017.

For the Union:

Lena Rafael

Doug Kelly

For the Hospital:

Cristina Amaral

