

FULL-TIME

COLLECTIVE AGREEMENT

between

ST. JOHN'S REHABILITATION

(hereinafter called the "Hospital")

and

CUPE LOCAL 790

Expires: September 28, 2009

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ARTICLE 1 - PREAMBLE

1.01 PREAMBLE

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

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

1.02 FEMININE/MASCULINE PRONOUNS

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

ARTICLE 2 - DEFINITIONS

2.01 TEMPORARY EMPLOYEE

Employees may be hired for a specific term not to exceed six (6) months, to replace an employee who will be on approved leave of absence, absence due to *WS/B* disability, sick leave, long term disability or to perform a special non-recurring task. This term may be extended a further six (6) months on mutual agreement of the Union, employee and the 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.

ARTICLE 4 - STRIKES & LOCKOUTS

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

ARTICLE 5 - UNION SECURITY

5.01 T4 SLIPS

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

5.02 NOTIFICATION TO UNION

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

5.03 EMPLOYEE INTERVIEW

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

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

5.04 NO OTHER AGREEMENTS

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

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

ARTICLE 6 - UNION REPRESENTATION AND COMMITTEES

6.01 UNION ACTIVITY ON PREMISES AND/OR ACCESS TO PREMISES

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

6.02 LABOUR-MANAGEMENT COMMITTEE

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

An equal number of representatives of each party as mutually agreed shall meet at a time and place mutually satisfactory. A request for a meeting hereunder will be made in writing prior to the date proposed and accompanied by an agenda of matters proposed to be discussed, which shall not include matters that are properly the subject of grievance or negotiations for the amendment or renewal of this agreement.

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

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

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

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

Where two or more agreements exist between the 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 the hospital's 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 hospital, an employee serving on the Union's Central Negotiating Committee shall be paid for time lost from his normal straight time working hours at his regular rate of pay and without loss of leave credits for attending central negotiating meetings with the hospital's Central Negotiating Committee in direct negotiations up to the point of arbitration. 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 hospital's Central Negotiating Committee, before negotiations commence, of those employees to be paid under this provision. The hospital's 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

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

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

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

It is agreed that Union stewards have their regular duties and responsibilities to perform for the hospital and shall not leave their regular duties without first obtaining permission from their immediate supervisor. If, in the performance of his duties, a Union steward is required to enter an area within the hospital in which he is not originally employed, he shall report his presence to the supervisor in the area immediately upon entering it. Such permission shall not be unreasonably withheld. When resuming his regular duties and responsibilities, such steward shall again report to his immediate supervisor. A Union steward shall suffer no loss of earnings for time spent in performing the above duties during his regular scheduled working hours.

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

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

6.06 GRIEVANCE COMMITTEE

"The hospital will recognize a Grievance Committee composed of the Chief Steward and not more than two (2) 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 their immediate supervisor / manager. 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 supervisor / manager 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 Manager of Human Resources or designate. A meeting will then be held between the Manager of Human Resources or 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. 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 LTD 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 LTD 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 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. Such employees on temporary assignments shall remain members of the bargaining unit.
- (b) An employee who is transferred to a position outside the bargaining unit shall not, subject to (c) below, accumulate seniority. In the event the employee is returned by the hospital to a position in the bargaining unit within twenty-four (24) months of the transfer he or she shall be credited with the seniority held at the time of transfer and resume accumulation from the date of his or her return to the bargaining unit. An employee not returned to the bargaining unit within 24 months shall forfeit bargaining unit seniority.
- (c) In the event an employee transferred out of the bargaining unit under (b) above is returned to the bargaining unit within a period of twelve (12) calendar months, he shall accumulate seniority during the period of time outside the bargaining unit.

9.07 TRANSFER OF SENIORITY AND SERVICE

Effective January 16, 2007 and for employees who transfer subsequent to January 16, 2007:

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.

9.08 NOTICE AND REDEPLOYMENT COMMITTEE

- (a) Notice

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

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

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

- (b) A layoff shall not include a reassignment of an employee from her or his classification or area of assignment who would otherwise be entitled to notice of layoff provided:
 - (I) reassignments will occur in the reverse order of seniority;
 - (II) the reassignment of the employee is to an appropriate permanent position with the employer having regard to the employee's skills, abilities, qualifications and training or training requirements;
 - (III) the reassignment of the employee does not result in a reduction of the

employee's 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 and will meet thereafter as frequently as is necessary.

(i) **Committee Mandate**

The mandate of the Redeployment Committee is to:

- (1) Identify and propose possible alternatives to the proposed layoff(s) or elimination of position(s), including, but not limited to, identifying work which would otherwise be bargaining unit work and is currently work contracted-out by the hospital which could be performed by bargaining-unit employees who are or would otherwise be laid off;
- (2) Identify vacant positions in the hospital or positions which are currently filled but which will become vacant within a twelve (12) month period and which are either:
 - (a) within the bargaining unit; or

- (b) within another CUPE bargaining unit; or
- (c) not covered by a collective agreement.

- (3) Identify the retraining needs of workers and facilitate such training for workers who are, or would otherwise be, laid off.
- (4) Subject to article 9.11, the hospital will award vacant positions to employees who are, or would otherwise be laid off, in order of seniority if, with the benefit of up to six (6) months retraining, an employee has become able to meet the normal requirements of the job.
- (5) Any dispute relating to the foregoing procedures may be filed as a grievance commencing at Step 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 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.

9.09 LAYOFF AND RECALL

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

- (a) Accept the layoff; or
- (b) Opt to receive a separation allowance as outlined in Article 9.12; or
- (c) Opt to retire, if eligible under the terms of the Hospital's of Ontario Pension Plan (HOOPP) as outlined in Article 18.03(b); or
- (d) Displace another employee who has lesser bargaining unit seniority in the same or a lower or an identical-paying classification in the bargaining unit if the employee originally subject to layoff has the ability to meet the normal requirements of the job. An employee so displaced shall be deemed to have been laid off and shall be entitled to notice in accordance with Article 9.08.

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

Note: For purposes of the operation of clause (d), an identical-paying classification shall include any classification where the straight-time hourly wage rate at the level of service corresponding to that of the laid off employee is within 1% of the laid off employee's straight time hourly wage rate.

- (e) In the event that there are no employees with lesser seniority in the same or a lower or identical-paying classification, as defined in this article, a laid-off employee shall have the right to displace another employee with lesser seniority in a higher-paying classification provided they are able to meet the normal requirements of the job, with orientation but without additional training.
- (f) An employee who is subject to layoff other than a layoff of a permanent or

long-term nature 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.

- (g) 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.
- (h) 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.
- (i) 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.
- (j) 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.
- (k) 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.
- (l) 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.
- (m) 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 premiums 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 somewhere else 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 the hospital position identified by the Redeployment Committee in accordance with Article 9.08(d)(i):

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

(b) Placement

Upon 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)(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)(ii) that his or her position will be eliminated, he or she shall be entitled to a separation allowance of four (4) weeks' salary, and, on production of receipts from an approved educational program, within twelve (12) months of resignation, may be reimbursed for tuition fees up to a maximum of one thousand two hundred and fifty (\$1,250) dollars.

9.13 PORTABILITY OF SERVICE

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

9.14 TECHNOLOGICAL CHANGE

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

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

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

Employees with one (1) or more years of continuous service who are subject to lay-off under conditions referred to above, will be given notice of the impending

change in employment status at the earliest reasonable time in keeping with the notification to the Union as above set forth and the requirements of the applicable law.

9.15 PROFESSIONAL RESPONSIBILITY – SCOPE OF RPN PRACTICE

The hospital and the Union shall meet to discuss the issues of RPN scope of practice and skill utilization.

9.16 WORKLOADS

- (a) The parties agree that patient care is enhanced if concerns relating to professional practice, patient acuity, fluctuating workloads and fluctuating staffing are resolved in a timely and effective manner.
- (b) Employees are encouraged to raise their concerns with their immediate supervisor. In the event that the workload concern is not resolved to the employee's satisfaction, the employee, or group of employees, may submit their concerns 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 in a format to be determined by the respective committee.
- (c) In the event that an employee or group of employees, covered under the Regulated Health Professions Act (RHPA), are assigned a workload which is inconsistent with proper patient care, they shall express their concerns to their supervisor. The employee shall complete a "Workload Review Form" which shall be provided to the supervisor and to the Union. The Workload Review Form will be attached as an Appendix to the collective agreement.

ARTICLE 10 - CONTRACTING OUT

10.01 CONTRACTING OUT

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

10.02 CONTRACTING OUT

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

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

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

10.03 CONTRACTING IN

Further to Article 9.08(d)(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.

Thereafter, the hospital shall submit to the Union, at three (3) month intervals, the number of volunteers for the current month, and the number of hours worked 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

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.

12.03 (a) FULL-TIME POSITION WITH THE UNION

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

Seniority shall accumulate for employees during such leave on the basis of what his normal regular hours of work would have been. Service shall accumulate for employees during such leave to the maximum provided, if any, under the provisions

of the collective agreement. It will become the responsibility of the employee for full payment of any applicable benefits in which the employee is participating during such leave of absence.

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

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

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

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

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

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

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

12.06 PREGNANCY LEAVE

- (a) Pregnancy leave will be granted in accordance with the provisions of the *Employment Standards Act*, except where amended in this provision. The service requirement for eligibility for pregnancy leave shall be thirteen (13) weeks of

continuous service.

- (b) The employee shall give written notification at least two (2) weeks in advance of the date of commencement of such leave and the expected date of return. At such time she shall also furnish the hospital with the certificate of a legally qualified medical practitioner stating the expected birth date.
- (c) The employee shall reconfirm her intention to return to work on the date originally approved in subsection (b) above by written notification received by the hospital at least two (2) weeks in advance thereof.
- (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 an employee is on parental leave.
- (g) The hospital will continue to pay its share of the premiums of the subsidized employee benefits, including pension, in which the employee is participating for a period of up to thirty-five (35) weeks after the parental leave began, if the employee also took pregnancy leave, and thirty-seven (37) weeks after the parental leave began otherwise, while the employee is on parental leave.
- (h) Subject to any changes to the employee's status which would have occurred had he or she not been on parental leave, the employee shall be reinstated to her former duties, on the same shift in the same department, and at the same rate of pay."

12.08 EDUCATION LEAVE

If required by the Hospital, an employee shall be entitled to leave of absence with pay and 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 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 ten (10) days' leave under this section each year. If an employee takes any part of a day as leave under this section, the Hospital may deem the employee to have taken one day's leave on that day for the purposes of the 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 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 & DISABILITY

13.01 HOODIP

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

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

- b) Effective the first of the month following the transfer all existing sick leave plans in the hospital shall be terminated and any provisions relating to such plans shall be null and void under the respective Collective Agreements except as to those provisions relating to pay-out of unused sick leave benefits which are specifically dealt with hereinafter.
- c) Existing sick leave credits for each employee shall be converted to a sick leave bank to the credit of the employee. The "sick leave bank" shall be utilized to:
 - (1) supplement payment for lost straight time wages on sick leave days under the new program which would otherwise be at less than full wages or no wages and,
 - (2) where a pay-out provision existed under the former sick leave plan in the Collective Agreement, pay-out on termination of employment shall be that portion of any unused sick leave days under the former conditions relating to pay-out,
 - (3) where, as of the effective date of transfer, an employee does not have the required service to qualify for pay-out on termination, his existing sick leave credits as of that date shall nevertheless be converted to a sick leave bank in accordance with the foregoing and he shall be entitled, on termination, to that portion of any unused sick leave days providing he subsequently achieves the necessary service to qualify him for pay-out under the conditions relating to such pay-out.
 - (4) an employee who, as of the effective date of transfer, has accumulated sick leave credits and is prevented from working for the

hospital on account of 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 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.

- d) There shall be no pay deduction from an employee's regular scheduled shift when an employee has completed any portion of the shift prior to going on sick leave benefits or WSIB benefits.
- e) The hospital further agrees to pay employees an amount equal to any loss of benefits under HOODIP for the first two (2) days of the fourth and subsequent period of absence in any calendar year.
- f) Any dispute which may arise concerning an employee's entitlement to any benefits referred to in Article 13.01, including HOODIP and equivalents, may be subject to the grievance and arbitration under the provisions of this collective agreement.

The Union agrees that it will encourage an employee to utilize the Medical Appeals Process provided under the plan, if any, to resolve disputes.
- g) A copy of the current HOODIP plan text or, where applicable, the master policy of the current HOODIP equivalent, shall be provided to the Union.
- h) The hospital shall pay the full cost of any medical certificate required of an employee.
- i) The short-term sick leave plan shall be registered with the Employment Insurance Commission (EIC). The employee's share of the employer's unemployment insurance premium reduction will be retained by the hospital towards offsetting the cost of the benefit improvements contained in this agreement.

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

13.02 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 pay period may apply to the hospital for payment equivalent to the lesser of the benefit she would receive from WSIB benefits if her claim was approved, or the benefit to which she would be entitled under the short term sick leave plan. Payment will be provided only if the employee provides evidence of disability satisfactory to the hospital and a written undertaking satisfactory to the hospital that any payments will be refunded to the hospital following final determination of the claim by the Workplace Safety & Insurance Board. If the claim for WSIB benefits is not approved, the monies paid as an advance will be applied towards the benefits to which the employee would be entitled under the short term sick leave plan. Any payment under this provision will continue for a maximum of fifteen (15) weeks.

ARTICLE 14 - HOURS OF WORK

14.01 DAILY & WEEKLY HOURS OF WORK

The provisions in this Agreement do not represent a guarantee of daily or weekly hours, and employees may be required to work less than thirty-seven and one half, (37½) hours per week, or less than seven-five (75) hours in a two (2) weeks period, and they will be paid a pro-rated weekly wage based upon hours actually worked.

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.

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

Overtime at time and one-half (1½) the employee's straight-time hourly rate shall be paid for all authorized hours worked over 7 ½ hours in any day or over 75 hours in any two (2) week schedule period.

15.03 OVERTIME PREMIUM AND NO PYRAMIDING

Subject to any superior conditions, the overtime rate shall be time and one-half (1-1/2) 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 (7-1/2) hours per day will receive a pro-rated amount of reporting pay.

15.06 CALL-BACK

Where employees are called back to work after having completed a regular shift, and prior to the commencement of their next regular shift, they shall receive a minimum of four (4) hours of work or four (4) hours pay at the rate of time and one-half (1-1/2) 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 \$3.00 (\$3.20 effective September 29, 2008) per hour for all hours on standby.

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

15.08 TEMPORARY TRANSFER

Where an employee is assigned temporarily to perform the duties and assume the responsibilities of a higher paying position in the bargaining unit 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 (\$1.00) per hour for all hours worked where the majority of their scheduled hours fall between 1500 and 0700 hours.

The same one dollar (\$1.00) 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 (1-1/2) her regular straight time hourly rate of pay for all hours worked on such holiday subject to Article 16.04. In addition, if the employee qualifies in accordance with Article 16.02 above the employee will receive a lieu day off with pay in the amount of the employee's regular straight time hourly rate of pay times the employee's normal daily hours of work.

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

16.04 PAYMENT FOR WORKING OVERTIME ON A HOLIDAY

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

ARTICLE 17 - VACATIONS

17.01 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	22	5
22	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 (1-1/2) times his basic straight time rate for all hours so worked. To replace the originally scheduled days on which such work was performed, the employee will receive one (1) vacation lieu day off for each day on which he has so worked.

17.03 ILLNESS DURING VACATION

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

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

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

17.04 BEREAVEMENT DURING VACATION

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 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 will be covered up to an annual maximum of \$300; and subject to superior conditions, services of a licensed or registered physiotherapist will be covered up to an annual maximum of \$300.

Vision care maximum \$200.00 every 24 months in addition to eye examinations biennially, and hearing aide acquisition every 36 months.

- (c) The Hospital agrees to contribute 100% of the billed premium towards coverage of eligible employees in the active employ of the hospital under HOOGLIP in effect as of September 28, 1993 or such other group life insurance plan currently in effect providing the balance of the monthly premium is paid by the employee through payroll deductions.

- (d) The hospital agrees to contribute 75% of the billed premiums towards coverage of eligible employees in the active employ of the hospital under the Blue Cross #9 Dental Plan in effect as of September 28, 1993 or comparable coverage with another carrier.

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.

18.03 (a) PENSION

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

18.03(b) RETIREMENT ALLOWANCE

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

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

18.03(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.

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

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

ARTICLE 20 - COMPENSATION**20.01(a) JOB CLASSIFICATION**

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

When the hospital makes a substantial change in the job content of an existing classification which in reality causes such classification to become a new

classification, the hospital agrees to meet with the Union if requested to permit the Union to make representation with respect to the appropriate rate of pay. If the matter is not resolved following the meeting with the Union the matter may be referred to Arbitration as provided in the agreement within fifteen (15) days of such meeting. The decision of the Board of Arbitration (or Arbitrator as the case may be) shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classifications.

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

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

20.01(b) JOB DESCRIPTIONS

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

- (a) The Union's representative(s) will be included in the consultation and planning process from the early phases of, including 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.
- (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, the hospital agrees that revisions to the budget will be carried out in consultation with the Union.
- (c) In furtherance of the foregoing, the hospital agrees to provide to the Union in a timely way any financial and staffing information pertinent to 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 meetings with the employer in pursuance of the above shall be deemed to be work time for which the employee shall be paid by the hospital at his or her regular or premium rate as may be applicable.

ARTICLE 22 - DURATION

22.01 TERM

This agreement shall be binding and continue in effect and shall continue from year to year unless either party gives written notice to the other party of its desire to bargain for amendments within ninety (90) days prior to the termination date of September 28, 2009. Upon receipt of such notice by one party or the other, both parties will meet thereafter for the purpose of bargaining.

22.02 CENTRAL BARGAINING

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

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

Dated at Toronto, Ontario, this 20th day of February, 2008.

FOR THE LOCAL UNION

FOR THE HOSPITAL

[Handwritten signature]

[Handwritten signature]

WORK-LOAD REVIEW FORM

Employees to complete every section

Date/Time of Occurrence _____

Date Form Submitted to Employer _____

Site/Location _____ Department/Unit _____

Type of Work Being Performed _____

Number of Staff on Duty _____
Usual Number of Staff on Duty _____

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

To correct this problem, I/we recommended:

Name/Title of Immediate Supervisor Notified

Date/Time of Notification _____

Response _____

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

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

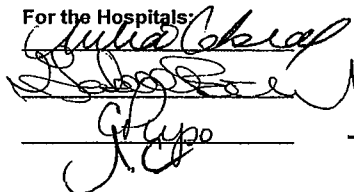
LETTER OF UNDERSTANDING

Regarding the Utilization of RPN Skills

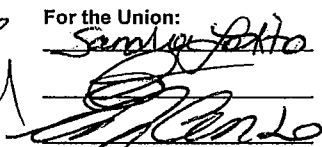
The parties agree to form a joint provincial task force. The task force will be composed of equal numbers of representatives of the Ontario Council of Hospital Unions/CUPE and the Ontario Hospital Association. The task force will make its decisions by consensus. The mandate of the task force will be to study and make recommendations to the participating hospitals regarding the utilization of RPN skills. The task force will:

- Meet within 6 months of the ratification of the Memorandum of Settlement.
- Secure advice and participation from such professional practice researchers and other (e.g. College of Nurses) as the Task Force deems appropriate.
- Identify resources required by the task force to complete their study including exploring jointly any funding required for these resources.
- The task force will be co-chaired by a hospital representative and a representative from OCHU/CUPE.
- The task force will identify the timelines for conducting their study and will also conclude timelines for the recommendations to be made by the task force.
- The task force recommendations will be presented in the form of a report to the participating hospitals and locals.
- The final recommendations from the joint task force will be presented to the Human Resources Committee of the OHA.
- The parties also agree to jointly undertake reviewing the study and recommendations with the Ontario Nurses Association.
- Nothing in this Letter of Understanding should be construed as precluding the local parties from entering into discussions with respect to RPN scope of practice and utilization of RPN skills.

For the Hospitals:



For the Union:



LETTER OF UNDERSTANDING

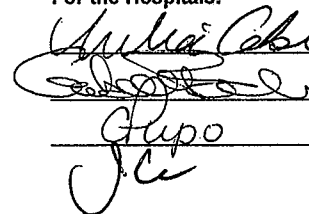
Re: Apprenticeship Pilot Programme

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

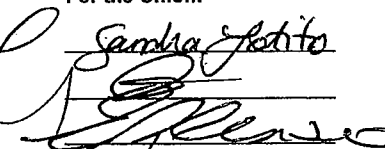
It is understood that both parties are jointly committed to the outcomes of the work of the joint provincial apprenticeship committee.

This committee will meet by June 30th, 2007, and will submit its recommendations by December 31st, 2007.

For the Hospitals:



For the Union:



LETTER OF UNDERSTANDING

Re: Influenza Vaccination

The parties agree to the following Letter of Understanding with respect to Influenza Vaccinations:

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

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

For the Hospital:

Julia Cabral
[Signature]
[Signature]
[Signature]

For the Union:

Sandra Lotito
[Signature]
[Signature]

LETTER OF UNDERSTANDING

Re: Local Health Integration Networks

The parties agree that any LHIN initiative that will have a direct impact on the members of the bargaining unit may be raised through the Fiscal Advisory Committee, in accordance with Article 21.

The Union will be provided with any pertinent financial and staffing information as required under Article 21.

For the Hospitals:

Julia Cabral
[Signature]
[Signature]
[Signature]

For the Union:

Sandra Lotito
[Signature]
[Signature]

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.

For the Hospitals:

Maria Chiu
[Signature]
[Signature]

For the Union:

Sandra Jettio
[Signature]
[Signature]

LETTER OF UNDERSTANDING

Regarding the Introduction of HOODIP to Hospitals with Accumulating Sick Leave Plans

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

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

For the Hospitals:

Maria Chiu
[Signature]
[Signature]

For the Union:

Sandra Jettio
[Signature]
[Signature]

LETTER OF INTENT

Re: Extended Tours

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

For the Hospital:

Maria Chelak
[Signature]
[Signature]

For the Union:

Sandra Jettio
[Signature]
[Signature]

LETTER OF UNDERSTANDING

Re: Joint Benefits Trust

The Participating Hospitals and CUPE agree that the maintenance of benefits provided for in this collective agreement at the most cost-effective level is an important objective. Accordingly, the parties agree that a joint investigation of a Benefits Trust is worthwhile in order to determine if significant reductions in costs of benefits can be achieved. The parties are committed to:

- Meet within the first quarter following the ratification of this agreement and every quarter thereafter to determine the following:
 - The methods by which the investigation will take place
 - Identify potential sources of funding for investigation of the Benefits Trust
 - Identification of the appropriate method to determine the feasibility of the Trust

For the Hospitals:

Maria Chelak
[Signature]
[Signature]

For the Union:

Sandra Jettio
[Signature]
[Signature]

LETTER OF UNDERSTANDING

Re: Transformation in Health Care**Seniority Recognition**

Without prejudice to the Union's or Hospitals' rights under the collective agreement or the Labour Relations 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 provision of the relevant collective agreement.

Right to Return on Transfer

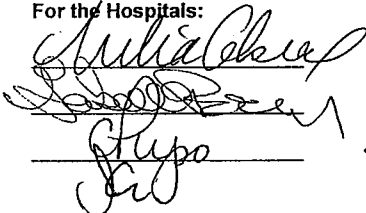
Employees who are relocated/transferred* to another employer by the Hospital will retain their seniority and service at their original hospital for a 24-month period.

Without prejudice to the Union's or Hospitals' rights under the collective agreement or the Labour Relations 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 24 month period.

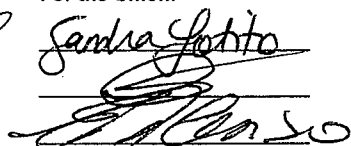
If they are the successful applicant, they will return to the employ of the Hospital with seniority accrued, and service intact but not accrued, for the period that the employee was relocated/transferred* to another employer.

*Pursuant to a "sale of Business" under Section 69 of the Labour Relations Act. 1995, as it may be amended from time to time.

For the Hospitals:



For the Union:


APPENDIX OF LOCAL ISSUES

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

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

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

IMPLEMENTATION NOTE RE PREEXISTING CLAUSES

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

TABLE OF CONTENTS – LOCAL ISSUES – FULL-Time

ARTICLE L-1 Recognition
ARTICLE L-2 Management Rights
ARTICLE L-3 Dues Deduction, Remittance and Dues List
ARTICLE L-4 Constitution of Local Bargaining Committee, Grievance and Labour-Management Committees
ARTICLE L-5 Seniority Lists
ARTICLE L-6 Scheduling
ARTICLE L-7 Uniform Allowance
ARTICLE L-8 Qualifiers for Holidays
ARTICLE L-9 Sick Leave Administrative Provisions
ARTICLE L-10 Designation of Specific Holidays
ARTICLE L-11 Administrative Provisions Re Payment of Wage
ARTICLE L-12 Bulletin Boards
ARTICLE L-13 Communications with the Union
ARTICLE L-14 Vacation Administrative Provisions
ARTICLE L-15 Health and Safety
ARTICLE L-16 RPN Skills Utilization
ARTICLE L-18 General
ARTICLE L-18 Credentialing
SCHEDULE A Wage Schedule
Letter of Understanding re: Violence in the Workplace
Letter of Understanding re: Space for Membership Meetings
Letter of Understanding re: Regulation of Physiotherapy Assistant (PTA) and Occupational Therapy Assistant (OTA)

ARTICLE L-1 RECOGNITION

L-1.01 The Hospital recognizes the Union as the sole collective bargaining agent for all lay employees of the Hospital, save and except professional medical staff, graduate nursing staff, undergraduate nurses, graduate pharmacists, undergraduate pharmacists, graduate dieticians, student dieticians, technical personnel, supervisors, persons above the rank of supervisors, Chief Engineer, office staff, and persons regularly employed for not more than twenty-four (24) hours per week.

ARTICLE L-2 MANAGEMENT RIGHTS

L-2.01 The Hospital shall continue to have the exclusive right to manage the operations in all respects and to control and direct the employees except where this exclusive right is specifically abridged by a term of this Collective Agreement. Nothing in this clause shall deprive an employee of the right to grieve.

ARTICLE L-3 DUES DEDUCTION, REMITTANCE AND DUES LIST

- L-3.01 All employees covered by this Collective Agreement and who have completed their first full month of continuous employment shall be required to pay the regular monthly Union dues, as a condition of employment.
- L-3.02 The Hospital will deduct from the pay due employees each calendar month the regular Union dues as established by the Union, and recorded with the Hospital by a letter from the Union, establishing the rate of such monthly dues. Such dues will be forwarded to the Union no later than two (2) weeks after the end of the month in which the deductions were made.
- L-3.03 The Union will save the Hospital harmless from any and all claims, which may be made by employees for amounts deducted from pay as herein provided.
- L-3.04 When remitting dues to the Union, the Hospital shall include a list of the name and classification of each employee, and the amount of dues deducted from the employee in that pay period.

ARTICLE L-4 CONSTITUTION OF LOCAL BARGAINING COMMITTEE, GRIEVANCE AND LABOUR-MANAGEMENT COMMITTEES

- L-4.01 The Union shall have the right to appoint or otherwise select a Negotiating Committee of not more than three (3) employees. All members of this committee shall be employees of the Hospital, but the President of the Local may participate, whether an employee of the Hospital or not, and the committee shall then be reduced by one (1).
- L-4.02 The Union shall further have the right to appoint or otherwise select a Grievance Committee of not more than two (2) employees of the Hospital. The Local President may participate in this Committee, if not an employee of the Hospital, and in this case, the Committee of the Hospital employees shall be one (1).
- L-4.03 The Union shall further have the right to appoint or otherwise select not more than one (1) steward for each twenty-five (25) employees.
- L-4.04 Nothing in this Agreement shall be deemed to prevent an employee from acting in the dual capacity of a steward and committee member. The Hospital shall not recognize any steward or committee member until the Union identifies the employee as such.
- L-4.05 The Union will supply the Hospital, in writing, with the names of its stewards and members who may be called in to deal with grievances, conduct negotiations or transact other business with the Hospital.
- L-4.06 The number of Union representatives on the Labour-Management committee shall not exceed two (2) employees of the Hospital. The committee shall meet for a maximum of two (2) hours per meeting at mutually convenient times, provided each party will notify the other party, no later than seventy-two (72) hours prior to such meeting, of the items to be discussed. Such meetings shall be as often as necessary, but not more than once a month.

- L-4.07 In the interest of practicality, the parties agree that the current Hospital practice will prevail as long as both parties agree to its effectiveness.

ARTICLE L- 5 SENIORITY LISTS

- L-5.01 A seniority list showing the names and seniority of employees who have completed the probationary period will be posted on the bulletin board in January and July of each year, and copy given to the Union Local.
- During the thirty (30) calendar days following posting of the seniority list, any employees who wishes to challenge the accuracy of the list may do so during the thirty (30) day period, after which the seniority list will be deemed to be accurate and not subject to further challenge.

ARTICLE L-6 SCHEDULING

- L-6.01 The number of days worked each week for an employee will normally be five (5), except that, in certain cases, employees may be required to work on the sixth day of the work-week. Where work is required on the sixth day, the normal accumulated hours in two (2) weeks will be seventy-five (75).
- L-6.02 The days of work for an employee, the starting and quitting times each day, the time and duration of lunch and rest periods, will be determined by the Hospital in accordance with its requirements. The meal period shall be an uninterrupted period except in cases of emergency. Shift schedules and other data applicable thereto will be posted on the bulletin boards, at least two (2) weeks in advance of being applicable. Employees will be notified seven (7) days in advance of any general change in their shift schedules, and will be notified in advance with as much time as practicable, of any temporary change in their shift schedule.
- The Hospital and Union shall meet, upon the request of either party, to discuss and mutually agree to any changes to the existing practice of scheduling, distribution of shifts and hours of work.
- All of the above is mutually agreed to in order to prevent lay-offs.
- L-6.03 There will be no split shifts in order to accumulate a normal shift in any day.

- L-6.04 Employees will be allowed to trade days off with another employee of their own status and with the prior approval of their supervisor. Such mutual exchanges would not require the Hospital to pay overtime rates of pay. Such mutual exchange shall be in writing.
- L-6.05 Employees will be required to work in emergencies when requested to do so by the Hospital.
- L-6.06 Employees shall receive consecutive days off and (excluding the Maintenance Worker classification where a continuous shift is worked), shall receive one (1) week-end off in three (3). Time worked on a fourth (4th) consecutive week-end or for more than seven (7) consecutive days of work shall be paid at the rate of time and one-half of the employee's regular straight time rate of pay.
- L-6.07 Shift hours will not be deliberately rescheduled by the Hospital in order to avoid overtime payment. Notwithstanding this, the Hospital will, in the interest of maintaining efficient operations, fiscal responsibility and quality patient care, determine the requirement for overtime. Overtime to be worked shall be shared as equally as practicable among those employees normally performing the work to be done on overtime.
- L-6.08 When overtime is required and a sufficient number of employees do not volunteer to work overtime, the Hospital may select employees, starting with employees with the least seniority, regularly performing the work required.
- L-6.09 The Hospital will attempt, when able, to schedule one (1) week-end off in two (2) for Registered Practical Nurses. It will be necessary in such instances to schedule split days off as opposed to consecutive days off. The scheduling of split days off will only apply to this classification when the Hospital is able to schedule one (1) week-end off in two (2).
- L-6.10 When it is necessary to transfer staff from one unit / department to another for a single or partial shift, the transfer will first be offered on a voluntary basis, subject to maintaining patient safety and operational requirements, and provided the employee is qualified to perform the work in question. If there are no such volunteers, or should this not be operationally feasible, employees will be transferred in the reverse order of seniority provided such employees are qualified to perform the work in question.

It is understood that if there are no volunteers, the following principles will be adhered to:

- (a) casual employees will transfer first;
- (b) if there are no casual employees available, part-time employees will transfer in reverse order of seniority;

ARTICLE L-7 UNIFORM ALLOWANCE

- L-7.01 The Hospital will continue its present practice regarding uniforms for actively employed employees. Change of uniforms shall take place as directed by the Hospital. The Hospital shall continue to provide a suitable place for employees to change their clothes.
- L-7.02 Actively employed Physiotherapy Assistants (PTAs) will be reimbursed for bathing suits used for hydrotherapy classes with an annual limit not to exceed \$120.00. Receipts must be provided by the employee. The "Year" is defined as October 1st to September 30th.
- L-7.03 The Hospital shall provide a uniform allowance not to exceed one hundred and twenty (\$120.00) dollars per year for actively employed Registered Practical Nurses (RPNs) to purchase uniforms and shoes within guidelines determined by the Hospital. The allowance shall be paid on June 30th of each year of the Collective Agreement upon the provision of receipt(s) by the employee. The maintenance of the uniforms shall be the responsibility of the employee.
- L-7.04 The Hospital shall provide uniforms for actively employed Patient Service Assistants. New actively employed full-time employees shall receive five (5) sets of uniforms upon their hire and two (2) replacement sets to be exchanged every year thereafter if required.

ARTICLE L-8 QUALIFIERS FOR HOLIDAYS

- L-8.01 It is recognized by the parties to this Agreement that service to the public is essential. Therefore, it will be necessary that a sufficient number of employees work on holidays to maintain the operation of the Hospital.
- L-8.02 (a) In applying the principles set out in L-8.01 above, employees will alternate between recognized holidays. It is understood that the scheduling objectives may be waived between December 15th and January 15th so that all employees will receive four (4) consecutive days off either at Christmas or New Year's. Where possible, employees who work on Christmas Day will not be required to work on New Year's Day.

- (b) It is agreed and understood that should a Registered Practical Nurse (RPN) be required to work Christmas one year, where possible they should be scheduled off the following year. Requests for time off at Christmas and New Year's will be submitted by October 1st and the approval schedule posted no later than November 1st. Preferred shifts will be determined by seniority. It is agreed that Master schedules may be altered to meet requests at this time.

- L-8.03 If one of the recognized holidays occurs on an employee's regular day off, or during the employee's vacation period, the employee will receive an additional day off or payment in lieu of the holiday. The additional day off shall be added to the employee's vacation unless mutually agreed upon between the Department Head and the Employee.
- L-8.04 Employees in their probationary period shall be credited with any holidays occurring during the probationary period and shall be paid for same for the pay period in which they occur. Should an employee fail to successfully complete the probation period, any holiday pay that has been so paid will be deducted from any final pays owing.

ARTICLE L-9 SICK LEAVE ADMINISTRATIVE PROVISIONS

- L-9.01 An employee who claims leave for illness pay may be required by the Hospital to produce proof of illness in the form of a medical certificate.

ARTICLE L-10 DESIGNATION OF SPECIFIC HOLIDAYS

- L-10.01 The following days shall be recognized as paid holidays:

New Year's Day	Civic Holiday
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Christmas Day
Victoria Day	Boxing Day
Canada Day	Floater

The "float" year will run from January 15th to December 31st of each year. There will be no carry-over of float holiday from one year to the next.

To be eligible for the float holiday in a particular float year, the employee must have completed three (3) months of service in that calendar year.

ARTICLE L-11 ADMINISTRATIVE PROVISIONS RE PAYMENT OF WAGES

- L-11.01 The Hospital will deposit, on a bi-weekly basis, the employee's pay into a bank of the employee's choice. The schedule of the deposit will be set by the employee's choice of bank and payroll deposit routines as determined from time to time by the Hospital. In the event an emergency beyond the control of the Hospital prevents the Hospital from meeting a schedule whereby the payday of the employee shall be every other Friday, the Hospital will provide reasonable advance notice to all affected employees.
- L-11.02 Sealed payroll deposit statements shall be available on the day before the regular pay day as defined in L-11.01 for employees who are scheduled to be off or who are scheduled to work on a non-day shift on the regular pay day.

ARTICLE L-12 BULLETIN BOARDS

- L-12.01 A bulletin board will be provided in a convenient location on which the Union will be permitted to post notices of interest to employees. All such notices will be signed by an officer of the Union and will be submitted to the Director of Human Resources, or delegate of the Hospital for approval before posting.

ARTICLE L-13 COMMUNICATIONS WITH THE UNION

- L-13.01 Mail addressed to the Hospital by the Union shall be directed to the Director of Human Resources or delegate. Mail sent by the Hospital to the Union shall be addressed to the Recording Secretary of the Local Union and the Local Representative servicing the Local.

ARTICLE L-14 VACATION ADMINISTRATIVE PROVISIONS

- L-14.01 The vacation year is January 1 to December 31 of any year. Vacation pay will be paid at the time vacation is taken. For the purpose of computing continuous service, vacation entitlement shall be based on the employee's anniversary date.

- L-14.02 Vacations will be arranged between an employee and his/her supervisor with consideration being given to the wishes of the employee and the requirements of the Hospital. Employee's choice of vacation shall be in accordance with seniority.
- L-14.03 In special circumstances, the employee may request permission from his/her supervisor to carry over a maximum of five (5) earned vacation days from the preceding vacation year to the next. Final approval for any such request must be obtained from the Program Director/Department Manager or delegate.
- All vacation days carried over in the above-described manner must be used before the end of the following vacation year.
- L-14.04 Employees shall have at least two (2) consecutive weeks of vacation, and any further consecutive weeks must be mutually agreed upon between the employees and the Hospital.
- L-14.05 The Hospital shall attempt to arrange work schedules to have an employee's day off in conjunction with the beginning or end of the employee's vacation.
- L-14.06 The vacation planning schedule shall be posted by February 15, completed by April 15 and confirmed by May 1 of each year, and shall not be changed unless mutually agreed between the employee involved and the Hospital. Employees failing to indicate their vacation preference by April 15 shall have their vacation assigned by their department head.
- L-14.07 Except in cases of severance of employment, employees will not be paid cash in lieu of vacation time.
- L-14.08 Vacation dates shall be granted according to seniority in the bargaining unit. In order to ensure the efficient operation of the Hospital, the respective dates of all employees must be finally approved by the Hospital.
- L-14.09 Requests for vacation that are not submitted prior to the deadline above will be considered on an individual basis but it is understood that employees must give at least eight (8) weeks notice. Vacation requests may be granted with less notice subject to patient safety and operational requirements; however, once the work schedule has been posted a vacation request will not be granted unless a suitable, available replacement has been identified by the employee requesting the vacation and the replacement is approved by their manager.
- L-14.10 In scheduling vacation time off preference will be given to employees in accordance with their seniority provided the

employee exercises this right by April 15th of each year, depending upon the vacation period, after which time preference will be allocated on a first come first served basis.

An employee who has not exercised his/her seniority to select a vacation date by April 15th shall not be able to later use his/her seniority for the purpose of displacing a less senior employee who has selected a vacation time. Seniority as it applies to this clause is based on an employee's St. John's Rehab Hospital seniority and which may be exercised in the unit/department to which (s)he has been assigned.

ARTICLE L-15 HEALTH AND SAFETY

- L-15.01 It is a mutual interest of the parties to promote health and safety in workplaces and to prevent and reduce the occurrence of workplace injuries and occupational diseases. The parties agree that health and safety is of the utmost importance and agree to promote health and safety and wellness throughout the organization.
- 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
- The Hospital and all employees shall comply with all applicable federal, provincial and municipal health and safety legislation, regulations and policies.
- The Union agrees to endeavour to obtain the full co-operation of its membership in the observation of all safety rules and practices.
- L-15.02 **Joint Health and Safety Committee**
- a) Recognizing its responsibilities under the applicable legislation, the Hospital agrees to accept as a member of its JOHSC, at least one representative[s] selected or appointed by the Union from amongst bargaining unit employees.
- b) At least one of the employees representing workers under the *Occupational Health and Safety Act*, who are trained to be certified workers as defined under the *Act*, shall be from CUPE.
- c) A member of the JOHSC shall be deemed to be at work while the member is fulfilling the requirements for becoming certified by the Workplace Safety & Insurance Board, and the member's

employer shall pay for the member for the time spent at the member's regular or premium rate as may be proper. [Occupational Health and Safety Act, Sec., (36)]. This provision does not apply with respect to workers who are paid by the Board, for the time spent in fulfilling the requirements for becoming certified. [Occupational Health and Safety Act, Sec.9(37)].

d) Meetings shall be held every month or at the call of the Co-Chairs. The JOHSC Co-Chairs shall maintain minutes of all meetings and make the same available for review.

e) Any representative appointed or selected in accordance with L-15.02 (a) shall serve for a term of at least one (1) year from the date of the appointment.

f) The Hospital agrees to cooperate in providing necessary information and management support to enable the JOHSC to fulfill its functions. In addition, the Hospital will provide the JOHSC with access to all accident reports, health and safety records and other pertinent information in its possession. The JOHSC shall respect the confidentiality of the information.

g) A member of a committee is entitled to:

- i. one hour or such longer period of time as the committee determines is necessary to prepare for each committee meeting;
- ii. such time as is necessary to attend meetings of the committee;
- iii. such time as is necessary to carry out inspections and investigations under subsection 9 (26), 9 (27), and 9 (31) of the Act.
- iv. where an investigation is required under the *Occupational Health and Safety Act*, the JOHSC shall determine the appropriate member or members who will participate in the investigation, recognizing the interests of a CUPE representative to be involved in an investigation involving CUPE members;
- v. a member of a committee shall be deemed to be at work during the times described in above and the Hospital shall pay the member for those times at the member's regular or premium rate as may be proper. [Occupational Health and Safety Act, Sect 9 (35)].

L-15.03

Right to Refuse

- a) A worker may refuse to work or do particular work where he or he has reason to believe that:
 - i. any equipment, machine, device or thing the worker is to use or operate is likely to endanger himself, herself, or another worker;
 - ii. the physical condition of the workplace or the part thereof in which he or she works or is to work is likely to endanger himself or herself;
 - iii. any equipment, machine, device or thing he or she is to use or operate or the physical condition of the workplace or the part thereof in which he or she works or is to work is in contravention of this Act or the regulations and such contravention is likely to endanger himself, herself or another worker [Occupational Health and Safety Act, Sec. 43(3)]
- b) A worker does not have the right to refuse work if:
 - i. when the worker's refusal to work would directly endanger the life, health or safety of another person. R.S.O. 1990, c. O.1, s. 43 (1).
 - ii. the circumstance is an inherent part of the work or is a normal condition of the worker's employment.

L-15.04

Rights of Employees

- a) Pregnant employees may request to be accommodated in accordance with the Ontario Human Rights Code. Such accommodation may include that the pregnant employees' request to be transferred from their current duties if, in the professional opinion of the employee's physician, the pregnancy may be at risk. If such a transfer is not feasible, the pregnant employee, if she so requests, will be granted an unpaid leave of absence before commencement of the pregnancy leave referred to in Article 12.06.
- b) 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 with personal protective equipment reasonable necessary for the protection of the employee.
- c) 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 reasonable necessary for the protection of the employee.

- d) 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. Personal protective equipment that is to be provided, work or used shall, in accordance with Ministry of Labour's legislation, regulation and policies, be properly used and maintained, be a proper fit, be inspected for damage or deterioration and be stored in a clean and sanitary location when not in use.

L-15.05 Protective Footwear

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

- 1) Maintenance
- 2) Grounds
- 3) Stores
- 4) Portering (as determined by the Hospital) heavy carts on a regular basis, e.g. linen carts, food wagons.

L-16 MODIFIED WORK

L-16.01 The Hospital and the Union are committed to a consistent, fair approach to meeting the needs of disabled workers, to restoring them to work which is meaningful for them and valuable to the Hospital, and to meeting the parties' responsibilities under the law.

To that end, the Hospital and the Union agree to cooperate in facilitating the return to work of disabled employees. The Hospital and the Union agree that ongoing and timely communication by all participants in this process is essential to the success of the process. The Hospital and the Union agree that all participants will use electronic communication and other communication processes where possible to expedite communication.

L-16.02 Where a disabled employee has obtained medical clearance from her treating physician to return to work and has verification of her ability to return to work including information regarding any restrictions, the employee will advise her manager that she wishes

to return to work. The Employee will provide Occupational Health with this written verification. Upon request a copy of documents provided to Occupational Health by the employee seeking modified work or accommodation will be provided to the Union, subject to the employee's consent.

L-16.03 When a returning employee is in need of modified work the Hospital will consult with the designated Union officer acting as the RTW representative. The Parties shall decide whether a meeting of the Return to Work Committee is necessary. It is acknowledged that not all requests for modified work shall necessitate meeting(s) of the committee.

L-16.04 A Return to Work Committee will be established and will be comprised of the employee, a Union Return to Work Representative, an Occupational Health representative, the Employee's manager, and, if required, a Human Resources Representative and if required a CUPE Staff Representative.

When required, the Committee will meet as soon as practicable to develop and implement a return to work plan.

In developing a return to work plan, the Committee will assess whether the existing job can be modified to meet the employee's restrictions.

If the existing job cannot be modified or a suitable modified work position is not available in the injured employee's regular department, modified work or alternate work elsewhere will be investigated by the Committee.

The committee will review the progress of the employee(s) on modified work as required.

L-16.05 The time spent by the Union RTW Representative attending return to work meetings will be considered time worked.

L-16.06 The Hospital will provide updated information to the (RTW) monthly including the following:

- Employees who require permanent accommodation in the workplace
- Employees absent from work because of disability who are in receipt of Workplace Safety & Insurance Board benefits.

L-17 UPGRADING OF RPN SKILLS

- L-17.01 The Hospital undertakes to encourage Registered Practical Nurses (RPNs) to upgrade their skills to the present level of those being acquired by graduating RPNs. Further, the Hospital will, where practicable, encourage and permit the utilization of the upgraded skills.
- L-17.02 Should the Hospital require those skills on the work units, the Hospital will pay for attendance at such training at regular wages and also pay for tuition and materials.

ARTICLE L-18 GENERAL

- L-18.01 Employees who, through age or physical disability are, or become, no longer capable of performing all of the normal functions of their work may, at the discretion of the Hospital, be retained in the employment of the Hospital, provided suitable work is available. In such cases, the Hospital shall have the right to:
- a) establish what it considers an equitable rate of pay; and
 - b) establish what it considers to be suitable work.
- It is understood that the Hospital is not obligated to create a new position for this purpose. An employee who believes he/she has not been dealt with in a fair manner under this provision shall have the right to lodge a complaint with the Hospital in accordance with Article 7 of this Agreement.
- L-18.02 Employees who wish to retire will provide their Manager with three (3) months' notice of their retirement date.
- L-18.03 A copy of this Collective Agreement shall be issued by the Hospital to each employee after ratification of the Agreement. The cost of preparing copies shall be shared equally by the Hospital and the Union.
- L-18.04 In order to implement the provisions of this Agreement, employees will be required, at all times, to keep the Hospital advised of their current addresses and telephone numbers.
- L-18.05 The Hospital shall provide, upon ratification, a mailing list including current addresses and phone numbers for all members of the Local Union of 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.

- L-18.06 In applying the principles set out in this full-time Collective Agreement pertaining to "Work of the Bargaining Unit", this clause shall not apply to an employee working as a Head Groundskeeper, Laundry Co-ordinator, or Security Supervisor / Co-ordinator.
- L-18.07 **Tools & Protective Footwear Allowances**
The Hospital shall pay Stationary Engineers, Building Maintenance, Maintenance I and Trades classifications, who are required to supply their own hand tools, the sum of one hundred twenty-five dollars (\$125.00). This amount shall be paid in January for the full preceding year, and pro-rated for employees with less service than one full year. Such payment will be on a separate cheque or in conjunction with the safety footwear payment. The Hospital will continue its present practice regarding the supply of tools for Maintenance III employees.
- L-18.08 Maintenance/Security will be paid for supper breaks, as they cannot leave the premises on the 4-12 shift and the 12-8 shift. It is understood that this pay for supper breaks will be at straight time.
- L-18.09 **Notice of Termination**
All employees will be required to give at least two (2) weeks notice of termination. Failure to do so will result in their final vacation payment being paid at the rate of 4% maximum.
- L-18.10 **Parking Fees**
Parking fees for bargaining unit employees shall not exceed the rate of 25.0 cents per hour worked during the term of this collective agreement.
- L-18.11 **CSR License**
The rate of pay for the CSR will be \$18.14 effective January 1, 2005. Further, where this role requires a license or certification, a premium of \$1.00 per hour will be paid for all hours worked.
- L-18.12 **Millwright**
Where the Hospital requires this role to have a current gas-fitter's ticket, a premium of \$1.75 per hour will be paid for all hours worked.
- L-18.13 **Dual Trade Licenses**
Where the Hospital requires a role with dual trades licenses (i.e. Millwright/Electrician, Electrician/Carpenter, Millwright/Plumber, or any other combination thereof as determined by the Hospital), a premium of \$3.00 per hour will be paid for all hours worked.

ARTICLE L-19 CREDENTIALING

L-19.01 A Registered Practical Nurse is required to present to the Chief Nursing Officer or designate, on or before February 15th of each year, evidence that her or his Certificate of Registration is in good standing and currently in effect. Such time will be extended for reasons where the College of Nurses of Ontario permits the nurse's Certificate of Registration to remain in effect. If the nurse does not submit her or his Certificate of Registration, or if the nurse's Certificate of Registration is suspended by the College of Nurses of Ontario for non-payment of the annual fee, the nurse will be placed on non-disciplinary suspension without pay effective February 16th.

If the nurse presents evidence that her or his Certificate of Registration after the effective date of non-disciplinary suspension, she or he shall be reinstated to her or his position effective upon presenting such evidence. Failure to provide evidence within 90 calendar days of the effective date of non-disciplinary suspension will result in the nurse being deemed to be no longer qualified and the nurse shall be terminated from the employ of the Hospital. Such termination shall not be the subject of grievance or arbitration.

When an employee is in a position other in a Registered Practical Nurse position with duties and responsibilities, which are subject to the Regulated Health Professionals Act, she or he shall be treated in a manner consistent with this Article.

Signed at Toronto this 20th day of February, 2008.

FOR THE HOSPITAL

Julia Abraf
[Signature]

FOR THE UNION

Sandra Jabito
[Signature]

Schedule A – Wage Schedule

Classification	Sept. 29, 2006			Sept. 29, 2007			Sept. 29, 2008		
	Start	6 Months	12 Months	Start	6 Months	12 Months	Start	6 Months	12 Months
Patient Services Assistant	17.97	18.22	18.47	18.51	18.76	19.03	18.99	19.25	19.52
Occupational Therapist Assistant	22.07	22.36	22.62	22.73	23.03	23.29	23.32	23.63	23.90
Hydrotherapy Aide	18.48	18.73	18.99	19.04	19.29	19.56	19.53	19.79	20.07
Physiotherapy Assistant	22.07	22.36	22.62	22.73	23.03	23.29	23.32	23.63	23.90
Registered Practical Nurse	23.69	23.94	24.21	24.40	24.66	24.93	25.04	25.30	25.58
Groundskeeper	17.97	18.22	18.47	18.51	18.76	19.03	18.99	19.25	19.52
Laundry Worker	17.97	18.22	18.47	18.51	18.76	19.03	18.99	19.25	19.52
Maintenance Worker	19.03	19.28	19.54	19.60	19.86	20.12	20.11	20.38	20.64
CSR Technician	18.73	18.98	19.39	18.29	19.53	19.98	19.80	20.04	20.50
Housekeeper	18.17	18.43	18.69	18.72	18.98	19.25	19.20	19.48	19.75
Junior Stores Receiver	18.87	19.13	19.39	19.43	19.70	19.98	19.94	20.22	20.50
Senior Stores Receiver	19.62	19.88	20.14	20.21	20.48	20.75	20.73	21.01	21.29
Electrician	23.64	24.13	24.63	24.35	24.85	25.37	24.88	25.50	26.03
Plumber	23.64	24.13	24.63	24.35	24.85	25.37	24.98	25.50	26.03
Stationary Engineer	21.83	22.08	22.30	22.48	22.74	22.97	23.07	23.33	23.57
Building Maintenance Worker	21.83	22.08	22.30	22.48	22.74	22.97	23.07	23.33	23.57
Carpenter / Handyperson	23.64	24.13	24.63	24.35	24.85	25.37	24.98	25.50	26.03
Security Guard / Maintenance Mechanic	N/A	N/A	N/A	23.07	23.33	23.57	23.67	23.94	24.18
Millwright	23.64	24.13	24.63	24.35	24.85	25.37	24.98	25.50	26.03

LETTER OF UNDERSTANDING TO LOCAL AGREEMENT

between

St. John's Rehabilitation Hospital

and

CUPE Local 790

Violence in the Workplace

This letter of Understanding regarding Violence in the Workplace has been agreed upon by the parties as an appendix to the Local Collective Agreement commencing September 29, 1995 and shall form part of that Agreement.

The Hospital agrees that it is appropriate to develop a Hospital-wide policy dealing with violence in the workplace. Representatives from all employee groups of the Hospital, including CUPE Local 790, will be invited to participate in the development of such a policy, which will include

- a definition of violence in the workplace
- procedures dealing with the prevention and management of violence in the workplace
- a review of procedures for reporting incidents
- outline of appropriate employee training and information sharing

Signed at Toronto this 20th day of February, 2008.⁹

FOR THE HOSPITAL

Julia Cebal
[Signature]
[Signature]
[Signature]

FOR THE UNION

Sandra Latta
[Signature]
[Signature]

LETTER OF UNDERSTANDING TO LOCAL AGREEMENT

between

St. John's Rehabilitation Hospital

and

CUPE Local 790

RE: Space for Membership Meetings

It is understood and agreed that the current practice pertaining to the above will continue during the term of this collective agreement.

This letter shall form part of this collective agreement.

Signed at Toronto this 20th day of February, 2008.⁹

FOR THE HOSPITAL

Julia Cebal
[Signature]

FOR THE UNION

Sandra Latta
[Signature]

LETTER OF UNDERSTANDING TO LOCAL AGREEMENT

between

St. John's Rehabilitation Hospital

and

CUPE Local 790

Re: Regulation of Physiotherapy Assistant (PTA) and Occupational Therapy Assistant (OTA)

In the event that there will be a requirement for the regulation or provincial certification of PTAs and OTAs during the term of this collective agreement, the Hospital is prepared to meet and discuss with the Union those issues that may impact the terms and conditions of employment for PTA and OTA. Such discussion and negotiation would include and not necessarily be limited to:

- requirement for additional education or training
- negotiation of reimbursement of any such related training
- costs or expenses
- scheduling of work to accommodate training or education
- wage rate

Signed at Toronto this 20th day of February, 2008.

FOR THE HOSPITAL

Chelia Cabral
[Signature]
[Signature]
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FOR THE UNION

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[Signature]
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