

SOURCE	Hosp.
EFF.	91/09/28
TERM.	93/09/29
No. OF EMPLOYEES	635
NOMBRE D'EMPLOYÉS	JF

COLLECTIVE AGREEMENT

Between

**THE TORONTO HOSPITAL - TORONTO GENERAL DIVISION
(hereafter called the "Hospital")**

And

**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2001
(hereafter called the "Union")**

(FULL-TIME)

FEB. 23/96

* JOINING CENTRAL
BARGAINING ON
FILE 09642(02)
AT (06) LEVEL.

ay

14.03.96

* See note on
inside file
(with 06)

~~(06) SEPARATE
AGTS. FOR FULL
& PART TIME.
POSSIBLY TWO
NON-SAMPLES.
T. FOURNIER
TO CHECK
BEFORE WE DO
SPLIT.~~

ENTERED

05489(05)

Effective Date:

September 28, 1991

Expiry Date:

September 29, 1993

REVISED: August 22, 1994

FEB 22 1996

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ARTICLE 1 - GENERAL PURPOSE

1.01 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 communications between the Union and the Hospital and a 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.

Whereas the Toronto General Hospital and Toronto Western Hospital were amalgamated creating the Toronto Hospital, the parties agree, and it is hereby understood that this Collective Agreement applies only to the pre-existing Toronto General Hospital site.

ARTICLE 2 - RECOGNITION CLAUSE

2.01 Bargaining Unit

The Hospital recognizes the Canadian Union of Public Employees **and** its Local 2001 as the sole and exclusive collective bargaining agency for all of its employees employed in the municipality of Metropolitan Toronto save **and** except professional medical staff, graduate nursing staff, undergraduate nurses, registered nursing assistants, paramedical personnel, office and clerical staff, supervisors, foremen and assistant chief engineers, and persons above the ranks of supervisor, foreman and assistant chief engineer, persons regularly employed for less than twenty-four (**24**) hours per week, students employed during the school vacation period and persons covered by subsisting collective agreements.

For clarity, the term paramedical employee includes: such classifications as occupational therapists, speech therapists, speech pathologists, physiotherapists, therapeutic and administrative dietitians, registered and non-registered pathological technologists, radiological technologists (radiography), radiological technologists (nuclear medicine), registered and non-registered respiratory technologists, registered and non-registered EEG, ECG and ophthalmology technicians, registered and non-registered ultrasound technologists, glaucoma technicians, ear-nose **and** throat technicians, cardiovascular technicians, electroencephalographers, electrical shock therapists, laboratory technicians, laboratory assistants, electronic technicians, psychometrists, pharmacists, pharmacy technicians, psychologists, remedial gymnasts, medical records librarians, social workers, child careworkers, nutritionists, dental health educators and bio-medical technicians.

The **Board** notes the agreement of the parties that "paramedical personnel" also includes psychometry technicians, chiroprodists, parental **instructors**, audiologists, research assistants, dental assistants, perfusionists, clinical **instructors**, medical photographers, technical assistants, entrostomol therapists, respiratory therapists, hyberbaric controllers, hyperbaric attendants and health records administrators.

It is agreed that the above clarification will not result in displacing any employees presently considered by the parties to be in the bargaining unit.

2.02 No Other Agreement

The Hospital undertakes that it ~~will~~ not enter into any other agreement or contract with employees represented by the Union either individually or collectively which will conflict with any of the provisions of the Agreement.

ARTICLE 3 - MANAGEMENT RIGHTS

3.01 Except where specifically abridged by the terms of **this** Agreement, the management of the Hospital's operations and the selection **and** direction of employees shall be vested exclusively with the Hospital.

3.02 The Hospital may, at its discretion, make and enforce rules and regulations governing **the** conduct of employees in connection with their employment. No rule or regulations shall be inconsistent with the terms of **this** Agreement. Posted rules which pertain to the conduct and work of employees will be forwarded to **the** Union.

3.03 The Hospital will not exercise its rights in a manner inconsistent with **any** of the provisions of this agreement.

ARTICLE 4 - NO DISCRIMINATION

4.01 The Hospital **and** **Union** agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practiced 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.

4.02 The parties further agree that, in accordance with the provisions of the Ontario Human Rights Code, there shall be no discrimination against any employee by the Union or the Hospital by reason of race, creed, colour, age, sex, marital **status**, nationality, ancestry, place of origin, sexual orientation, handicap or any other factor which is not pertinent to the employment relationship,

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ARTICLE 5 - NO STRIKES OR LOCKOUTS

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

ARTICLE 6 - UNION SECURITY

- 6.01 The Hospital shall deduct on the regular monthly deduction date from each employee in the **bargaining** unit, subject to the provisions of **Article 6.02** a **sum equal** to union dues and in the case of new employees hired after the date of **this** agreement a **sum equal** to the Union membership fee, all as certified by the Canadian Union of Public Employees and remit such sum to the Union accompanied by a list of the names of all employees from whose wages the deductions have been made. Such dues to be forwarded to the Treasurer of the **Union** within fifteen (15) working days of said deduction.

This list shall **include** a total of all regular wages paid to all **bargaining** unit employees who have union dues deducted at **any** time during the current or previous pay periods, exclusive of overtime, premiums and benefit costs.

- 6.02 Such deductions with respect to new employees or employees who, on the date of signing of **this** Agreement have not completed the probationary period, shall become effective upon the first **regular** deduction date following the first thirty (30) calendar days after the employee's last date of commencing employment.
- 6.03 The Union shall indemnify and keep the Hospital harmless with respect to any monies deducted in accordance with this Article.
- 6.04 The Hospital will provide each employee with a T-4 supplementary slip showing 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.

ARTICLE 7 - INTERVIEWING OPPORTUNITY

- 7.01 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. The Union will be advised of the time and place of such orientation.

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

ARTICLE 8 - CORRESPONDENCE

8.01 All correspondence, between the parties, except as provided for under the grievance procedure, **arising** out of this Agreement or incidental thereto, shall **pass** to and from the Director of Personnel and Labour Relations of the Hospital or **his** designate and the Secretary of the Union.

ARTICLE 9 - UNION REPRESENTATION

9.01 The Hospital acknowledges the right of the Union to elect or appoint employee(s) in the following departments as a steward(s) to assist employees in the presentation of their grievances:

Plant Engineering	1
Central Stores	1
Nutrition	2
Supply & Processing Distribution (SPD)	1
Housekeeping	4
Hospital Assistants	3
Material Distribution	1
Linen Services	1

- 9.02 a) The Hospital agrees to recognize Union stewards to be elected or appointed **from** amongst employees in the bargaining unit, who have completed their probationary period, for the purpose of dealing with Union business as provided under this Collective Agreement.
- b) The Union recognizes that stewards have regular duties to perform as employees of the Hospital. Such employees shall not, therefore, leave their regular duties for the purpose of conducting any business on behalf of the Union regarding the Hospital or to investigate or discuss any grievance without first obtaining the permission of their Supervisor. As well, such employees must also **notify** the department head in which the Union business is to be conducted before proceeding with such matters. The Hospital **will** not unreasonably withhold permission for such leave, interfere with the stewards' performance of their duties, nor discriminate against them on that account. When returning to work, an employee who has been given time to conduct Union business or take **up** a grievance, will report to his Supervisor to advise he has returned.

- c) Nothing in this clause shall prevent the steward from another department or Union executive member from acting in the absence of the regular steward.
- d) The Union shall supply the Hospital with the names of those employees who have been elected Union officers, stewards, chief stewards, **and** committee members, authorized to represent the Union and the Union will keep such list up to date and the Hospital advised accordingly. The Hospital shall not be required to recognize representatives unless so notified.
- e) Nothing in **this** Article shall preclude full-time stewards from representing part-time employees and vice-versa.
- f) In consideration of employees observing the terms of Article 9.02, they will be paid for any time lost from work for attending to grievances with representatives of the Hospital, exclusive of any arbitration proceeding.

9.03 It **is** understood that each steward shall be an employee of the department or one of the group of departments he represents.

The duties of the Steward will be to assist any employee which he represents, in preparing and in presenting **his** grievance, in accordance with the grievance procedure. When the Steward designated to represent an employee in the particular department or area is not available to assist an employee from that area in the presentation of a grievance, the employee may request the assistance of one of the other Stewards.

9.04 **Representative of Canadian Union**

The Union shall have the right to have the assistance of a representative of the Canadian **Union** of Public Employees when dealing or negotiating with the Hospital. With prior approval of the Director of Personnel and Labour Relations such representative shall have access to the Hospital's premises in order to investigate and assist in the settlement of a grievance.

9.05 **Local Bargaining Committee**

The Hospital agrees to recognize a negotiating committee comprised of not more than seven (7) Hospital employee representatives of the Union for the purpose of negotiating a renewal Collective Agreement covering full-time and part-time service workers. 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.

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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.

- 9.06 The Hospital will recognize a Labour-Management Committee consisting of not more than five (5) employees, including the President of **Local 2001**, which will meet at mutually satisfactory times to discuss matters of **mutual** concern and interest during the term of this Agreement. 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. It is agreed that the topic of rehabilitation program for **drug and** alcohol abuse is an appropriate topic for the Labour-Management Committee. **Any** representative(s) attending such meetings during their regularly scheduled hours of work shall not lose regular earnings **as** a result of **such** attendance.

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ARTICLE 10 - GRIEVANCE PROCEDURE

10.01 Definition of Grievance

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.

- 10.02 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.

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

STEP 1

The employee may submit a written grievance signed by the employee to his immediate **supervisor**. **The** grievance shall identify the nature of the grievance **and** the remedy sought, and should identify the provisions of the Agreement which are alleged to be violated. The immediate supervisor will deliver his decision in writing within nine (9) calendar days following the day on which the grievance was presented to **him**. Failing settlement then:

STEP 2

Within nine (9) calendar days following the decision under Step #1, the employee **may** submit the written grievance to his Department Head, who will deliver **his** decision in writing within nine (9) calendar days **from** the date on which the written grievance **was** presented to **him**. The parties may, if they do desire, meet to discuss **the** grievance at a time and place suitable to both parties. **This** step may be omitted where the employee's immediate Supervisor and Department Head are the same person. Failing settlement then:

STEP 3

Within nine (9) calendar days following the decision in Step #2, the grievance may be submitted in writing to the Hospital Administrator or his designee. A meeting **will** then be held between the Hospital Administrator **or** his designee and the Grievance Committee within nine (9) calendar days of the submission of **the** grievance at Step #3 unless extended by agreement of the parties. It is understood and agreed that a representative of the Canadian Union of **Public** Employees and **the** grievor may be present at the meeting. It **is** further understood that the Hospital Administrator or his designee may have such counsel and assistance **as** he may desire at such meeting. The decision of the Hospital shall be delivered in writing **within** nine (9) calendar days following the date of such meeting.

- 10.04 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 #3 within fourteen (14) calendar days following the circumstances giving rise to the complaint or grievance. It is expressly understood, however, that the provisions of this Article may not be used with respect to a grievance directly affecting an employee which such employee could himself institute and the regular grievance procedure shall not be thereby bypassed.
- 10.05 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 employees. The grievance shall then be treated as being initiated at Step #2

and the applicable provisions of **this** Article shall then apply with respect to the processing of such grievance.

10.06 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 #3 within nine (9) 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.

10.07 **Employer's Grievance**

It is understood that the Hospital may bring forward at any meeting held with **the** Union Committee any **complaint** with respect to the conduct with the Union, its officers or Committee members, or member, and that if such complaint is not settled to the mutual satisfaction of the conferring parties, it may be treated **as** a grievance and referred directly to arbitration in the same way **as** the grievance of **an** employee.

10.08 **Employee Record**

It is agreed that any written warning, memorandum or directive concerning previous occurrences of a disciplinary nature, particulars of which have not been previously brought to the employee's attention, shall not be used against such employee in a subsequent case of disciplinary action on the part of the Hospital.

10.09 An employee will receive a copy of the record placed in his/her personnel file, of any disciplinary action taken against him/her.

10.10 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. Any letter of reprimand or suspension **will** be removed from the record of an employee twenty-one (21) months following the receipt by the employee of such letter or suspension provided that the employee's record has been discipline free for such twenty-one (21) month period.

Where practical, notification will be sent to the employee that such removal has taken place.

ARTICLE 11 - ARBITRATION

11.01 Composition of Arbitration Board

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 #3 is given, the grievance shall be deemed to have been abandoned. Where such a written request is postmarked within sixteen (16) calendar days after the decision under Step #3, it will be deemed to have been received within the time limits.

11.02 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.

11.03 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 nine (**9**) 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 the 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.

11.04 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.

11.05 No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the Grievance Procedure.

11.06 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.

- 11.07 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.
- 11.08 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**.
- 11.09 The time limits set out in the Grievance and Arbitration Procedures herein are mandatory and failure to comply strictly with **such** time limits except by the written agreement of the parties, shall result in the **grievance** being deemed to have been abandoned subject **only** to the provisions of Section 44 **(6)** of the **Labour Relations Act**.
- 11.10 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 12 - PROBATIONARY PERIOD

12.01 A new employee will be considered on probation until he/she **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/she 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.

12.02 **Temporary Employees**

Employees may be hired for a specific term not to exceed six **(6)** months to replace an employee who will be on an approved leave of absence, absence **due** to WCB 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, the employee and the Hospital. The period of employment of such persons **will** not exceed the absentee's leave. The release or discharge of such person 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** probationary period will be credited with the appropriate seniority.

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The Hospital will notify the Union once each month of the names of the persons engage **as** temporary employees.

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.

When a temporary full-time employee continues to work beyond **six (6)** consecutive months such employee will be entitled to the following benefits: Extended Health Care, Dental, Semi-Private, and Group Life Insurance.

When **an** employee **is** transferred to permanent **status** he/she will be credited **with** service to the last date of hire for the purpose of determining benefit qualifying periods.

Vacation pay for temporary full-time employees **will** be paid in accordance with the percentage outlined in the Employment Standards Act. When such employee transfers to permanent **status** vacation entitlement **from** the original date of hire **will** be pro-rated accordingly (no pyramiding).

The provisions of Articles 23 and 25 do not apply with the exception of Articles 23.02, 23.03, 25.06 excluding reference to sick leave and 25.15.

12.03 Retirees

The Hospital will retire employees at age 65 except that the Hospital may in its discretion re-employ retired employees **on** an indefinite temporary basis **and such** temporary employees shall be entitled to receive in lieu of **all** fringe benefits (being those benefits to **an** employee, paid in **whole** or part by the Hospital, as part of direct compensation or otherwise, save and except salary, vacation pay, standby pay, call back pay, reporting pay, responsibility allowance, jury and witness duty, and bereavement pay) an amount equal to 14% of his/her regular straight time hourly rate for **all** straight time hours paid. Notwithstanding Article 3.01 and Article 10, such employees may be continued for one or more 6-month periods and termination of such temporary employment shall be at the sole discretion of the Hospital **and** such dismissal shall not give rise to a difference between the parties or be the subject of a grievance where such termination **occurs** at the end of any such 6-month period.

ARTICLE 13 - SENIORITY

13.01 The seniority of each employee covered by this Agreement shall be established upon completion of the probationary period as set out in Article 12.01 above. Seniority **thus** acquired shall be exercisable in a manner set out hereinafter.

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

Seniority will operate on a bargaining unit-wide basis.

Notwithstanding the above, employees hired prior to February 12, 1987 will be credited with the seniority they held under the Agreement expiring September 28, 1985 and will thereafter accumulate seniority in accordance with **this** Article.

13.02 **Seniority List**

The Hospital will provide the Union with **a** list **as** at the first days of **January and July** during the term of this Agreement, showing the date on which each employee who had completed the probationary period last commenced employment with the hospital **as** well as their service date.

- .01 A seniority list showing the names, seniority dates and classifications of employees **will** be prepared by the Hospital, dated **and** posted on the bulletin board during the first week in January each year with a copy to **the** Union.
- .02 Subject to the provisions of Articles 13.01 and 13.08 (TGD) errors or omissions in a list posted in accordance with - .01 shall be corrected on application of the Union or the employees concerned, provided:
 - .01 **Such** error or omission relates to the period subsequent to the date of the most recent approved list, and
 - .02 The error or omission is forwarded in writing to the attention of the Records Department, **Human** Resources within fifteen (15) days of the posting date except as provided for under - .03.
 - .03 If no written protest is received by the Records Department, **Human** Resources concerning the seniority list posted in accordance with - .02 within fifteen (15) days of the day it **was** posted it shall become final, subject to revision with respect to any employee who has been absent because of illness, accident, leave of absence, vacation, or lay-off **and who** files a seniority correction form within fifteen (15) days of his/her return to work.
 - .04 If a written protest is received by the Hospital on the proper form within the time limits set out in - .02, the protests shall be resolved by the Hospital and **Union** within twenty-one (21) days. The resulting revised seniority list will be posted within seven (7) days of such revision unless otherwise agreed by the parties. The only protests on the revised list that will then be considered shall be limited to the changes made and shall be subject to the time **limits**

established in -.02 -.02 and the process described in -.04. The **resulting** list shall become final and shall be signed by the Hospital and the Union.

- .05 Any protest not resolved under -.04 may be the subject of a grievance to be initiated by the Union at Step 3 of the Grievance Procedure.
- .06 Once a seniority list has been posted in accordance with -.04, and **has** been signed by the Hospital and the Union the **only** protests which **will** be considered against the next posted list shall be protests relative to changes to individuals since the date of the most recent signed **list**.
- .07 The parties may by mutual consent correct administrative errors.

13.03 **Notification To Union**

- .01 **The** Hospital will provide the Union with a list monthly of all **hiring**, lay-offs, recalls, terminations, retirements and retirees re-employed within the **bargaining** unit where **such** information is available or becomes readily available **through** the Hospital's payroll system.
- .02 The Hospital will forward to the Union monthly, a list of all hours worked by all regular part-time **and** casual part-time employees covered by the scope of **this** agreement.
- .03 **The** Hospital will provide the Union with a list of last known addresses for employees covered by the full-time and part-time service bargaining units as at April 1st of each calendar year, unless an employee notifies the Hospital in **writing** that he/she does not wish to have his/her address given to the Union. The Union agrees that such addresses will not be disseminated to any other individuals, group, institutions or organizations. Further, the Hospital cannot be held responsible for any errors or omissions.

13.04 **Loss of Seniority**

An employee shall lose all seniority and shall be deemed to have terminated his/her employment if **she**:

- a) resigns;
- b) is discharged and not reinstated through the grievance or arbitration procedure;
- c) is retired;

- d) is absent from scheduled work for a period of three (3) or more consecutive working days without notifying the Hospital of such absence **and** providing to the Hospital a satisfactory reason;
- e) **has** been laid **off** for twenty-four (24) months.
- f) if the employee has been laid-off **and** fails to return to work within seven (7) calendar days after that employee **has** been notified by the hospital **through** registered mail addressed to the last address on the records of the hospital, subject to any special provisions regarding temporary vacancies noted under the heading of **Lay-off and Recall**;
- g) is absent due to illness or disability for a period of twenty-four (24) months **from** the time the disability of illness commenced except in cases where the employee receives regular WCB benefits.

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13.05 **Effect of Absence**

- a) It **is** understood that during an approved unpaid absence not exceeding **thirty (30)** continuous days or any approved absence paid by the Hospital, **both** seniority **and** service will accrue.
- b) During an unpaid absence exceeding thirty (30) continuous calendar days, credit for service for purpose of **salary** increments, vacation, sick leave, or **any** other benefits under any provisions of the Collective Agreement or elsewhere, shall be suspended for the period of 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 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 for up to twenty-four (24) months while an employee is in receipt of WCB benefits. Notwithstanding this provision, service shall accrue for a period of fifteen (15) weeks if an employee's absence is due to a disability resulting in WCB benefits.
- c) It is further understood that during such unpaid absence, credit for seniority for purposes of promotion, demotion, transfer or lay-off shall be suspended and not accrue during the period of absence.

Notwithstanding **this** provision seniority shall accrue during maternity or adoption leave, or for a period of twenty-four (24) months if an employee's absence is due to a disability resulting in WCB benefits or LTD benefits, or for a period of one (1) year if an employee's unpaid absence is due to an illness.

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13.06 Change of Address

It shall be the duty of the employee to notify the Hospital promptly of any change of address and telephone number. If an employee fails to do **this**, the Hospital will not be responsible for failure of a notice sent by registered mail to reach such employee.

13.07 Transfer of Seniority and Benefits

Effective for employees transferred out of the bargaining unit subsequent to September 29, 1984.

- a) It is understood that an employee shall not be transferred by the Hospital to a position outside the bargaining unit without his/her consent except in the case of temporary assignment 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 he/she **shall** be credited with the seniority held at the time of transfer and resume accumulation from the date of his/her return to the bargaining unit.
- c) In the event **an** employee transferred out of the bargaining unit under (b) above is returned to the bargaining unit within a period of **six (6)** calendar months he/she shall **accumulate** seniority during the period of time outside the bargaining unit.

NOTE: Employees *outside* the bargaining unit as of July 25, 1985 will be **credited** with whatever seniority they held under the Collective Agreement expiring September 29, 1985 should they be returned to **the** bargaining unit subsequent to July 25, 1986.

13.08 Effective July 25, 1986 **and** for employees who transfer subsequent to July 25, 1986:

For application of seniority purposes of promotion, demotion, transfer, lay-off **and** recall and service for purposes of vacation entitlement and wage progression:

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

13.09 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 by the Hospital to the position formerly occupied without loss of seniority.

ARTICLE 14 - PROMOTIONS AND TRANSFERS

14.01 a) In matters of promotions and staff transfer to other than Lead Hand positions, appointment shall be made of the senior applicant able to meet the normal requirements of the **job**.

In the case of the Lead Hand transfers or promotions, selection shall be on the basis of considering an applicants skill, ability, experience **and** qualifications. When these factors are equal in the opinion of the Hospital, seniority shall govern provided the employees in question have the qualifications to perform the available work

b) An employee including newly hired employees will not be considered eligible for transfer or promotion until completing **six (6)** months service in the job from which he/she is seeking to transfer. **This** provision may be waived by mutual agreement between the Hospital and the **Union**.

ARTICLE 15 - LAY-OFF AND RECALL

15.01 Notice and Redeployment Committee

(a) Notice

In the event of a proposed lay-off 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 six (6) **months' written** notice of the proposed lay-off or elimination of position; and
- (ii) provide to the affected employee(s), if any, no less than six (6) months' written notice of lay-off, or pay in lieu thereof.

NOTE: *Where a proposed lay-off 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 lay-off.*

(b) Redeployment Committee

At each Hospital, a Redeployment Committee will be established not later than two (2) weeks after the notice referred to in 15.01 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 lay-off(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 15.01(b)(full-time) and 11.01(b)(part-time), the Hospital will award vacant positions to employees who are, or would otherwise be laid-off, in order of seniority if, with the benefit of up to six (6) months retraining, an employee has become able to meet the normal requirements of the job.
- (5) Any dispute relating to the foregoing procedures may be filed as a grievance commencing at Step 3.

(ii) Committee Composition

The Redeployment Committee shall be comprised of equal numbers of representatives of the Hospital and of the Union. The number of representatives will be determined locally. Where for the purposes of HTAP (the Ontario Hospital Training and Adjustment Panel) there is another hospital-wide staffing and redeployment committee created or in existence, Union members of the Redeployment Committee shall serve on any such hospital-wide staffing committee

established with the same or similar terms of reference, and the number of Union members on **such** committee **will** be proportionate to the number of its **bargaining** unit members at the particular Hospital in relation to other staff groups.

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

Each party shall appoint a **Co-chair** for the Redeployment Committee. **Cochairs** 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 lay-off (~) to the District

Health Council or to the Ministry of Health, the Hospital shall provide a copy, together with accompanying documentation, to the Union.

15.02 Lay-Off and Recall

An employee in receipt of notice of lay-off pursuant to 15.01(a)(ii) may:

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- (a) accept the lay-off or
 - (b) opt to receive a separation allowance as outlined in Article **27.04**; or
 - (c) opt to retire, if eligible under terms of the Hospitals of Ontario Pension Plan (HOOPP) as outlined in Article **27.04**; 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 lay-off 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 15.01(a)(ii) (11.01(a)(ii) part-time).

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 lay-off.

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

In the event that there are no employees with lesser seniority in the same or a lower or identical-paying classification, as defined in this article, a laid-off employee shall have the right to displace another employee with lesser seniority who is the least senior employee in the classification and where the straight-time hourly rate at the level of service corresponding to that of the employee is within 5% of the laid-off employee's straight-time hourly rate.

An employee who **is** subject to lay-off other than a lay-off of a permanent or long-term nature **shall** have the right to accept the lay-off or displace another employee in accordance with (a) **and** (d) above.

An employee shall have opportunity of recall from day-off to an available opening, in order of seniority, provided he or she has the ability to perform the **work** before such opening is filled on a regular basis under a job posting procedure. **The** posting procedure in the collective agreement shall not apply until the recall process has been complete.

In determining the ability of an employee to perform the work for the purposes of the paragraphs above, the Hospital shall not act in an arbitrary or unfair manner.

An employee recalled to work in a different classification from which he or she **was** laid-off shall have the privilege of returning to the position held prior to the lay-off should it become vacant within **six (6)** months of being recalled,

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

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

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

No full-time employee within the bargaining unit shall be laid-off by reason his/her duties being assigned to one or more part-time employees.

In the event of a lay-off of an employee, **the** Hospital shall pay its share of insured benefits premiums for the duration of the six-month notice period provided for in Article 15.01(ii).

15.03 **Benefits on Lay-off**

- a) In the event of a lay-off of **an** employee, the Hospital shall pay its share of insured benefits premiums up to the end of the month in which the lay-off **occurs**.
- b) **The** employee **may**, if possible under the terms and conditions of the insurance benefits programmes, continue to pay the full premium cost of a benefit or benefits for up to three (3) months following the end of the month in which the lay-off occurs. Such payment can be made through the payroll office of the Hospital provided that the employee informs **the** Hospital of his or her intent to do so at the time of the lay-off, and arranges with the Hospital the appropriate payment schedule.
- c) For an employee who is actually laid-off the Hospital will, subject to an individual request, help **draft** a resume. **The** Hospital will endeavour to determine job opportunities with other Metropolitan Toronto Hospitals and such information will be posted on appropriate bulletin boards.

15.04 **Retraining**

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

Where, with the benefit of retraining of **up** to six months, an employee who has either accepted the lay-off or who is unable to displace any other employee could be redeployed to a hospital position identified by the Redeployment Committee in accordance with Article 15.01(b)(i).

- (i) Opportunities to fill vacant positions identified by the Hospital Redeployment Committee **through retraining shall** be offered to employees who apply and would qualify for the position with the available retraining in order of their seniority until the list of **any** such opportunities is exhausted. Opportunities to fill vacancies outside of CUPE bargaining **units** may be offered by the Hospital in its discretion.
- (ii) The Hospital and the Union will co-operate so that employees who have received notice of permanent lay-off **and** been approved for retraining in order to prevent a **lay-off** 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 lay-off 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 15.03(a)(i).

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

(c) Regional Redeployment Committee

A **joint** committee of the participating hospitals and local unions identified in Appendix "A" shall meet **prior** to June 30, 1993, and will establish Regional Redeployment committees to identify employment opportunities **and** to facilitate and arrange for the redeployment of laid-off employees.

Each Hospital will provide such Regional Redeployment Committee with the name, address, telephone number, and years of service and seniority of **all** employees who have been laid-off.

In filling vacancies not filled by bargaining unit members, the hospitals will be encouraged to give first consideration to laid-off employees who *are* on the list and who are qualified to perform the work. For benefit-entitlement purposes, it is recognized that hospitals shall be free to grant to any employees hired **through** this process full credit for service earned with another hospital.

15.05 Separation Allowances

- (a) Where an employee resigns within one month (**30** days) after receiving notice of lay-off pursuant to Article 15.01(a)(ii) that his or her position will be eliminated, he or she shall be entitled to a separation allowance of **two (2)** weeks' salary for each year of continuous service to a **maximum** of **twelve (12)** weeks' pay, **and**, on production of receipts **from** an approved educational program, within twelve (**12**) months of resignation, may be reimbursed for **tuition** fees up to a **maximum** of three thousand (\$3,000) dollars.
- (b) Where an employee resigns later **than** one (1) month after receiving notice pursuant to Article 15.01(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.

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15.06 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.

ARTICLE 16 - POSTING OF VACANCIES

- 16.01 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 with a copy to the Union. Applications for such vacancy shall be made in writing within seven (7) day period referred to herein.
- 16.02 The position must be filled by the successful candidate, if any, within fifteen (15) calendar days following completion of the job posting procedure and the name will be posted on the bulletin board for a period of seven (7) calendar days.
- 16.03 The name of the successful applicant will be posted on the bulletin board for a period of seven (7) calendar days. The Hospital agrees to supply the Union with a copy of **such** notice.
- 16.04 A job shall not be considered vacant for posting where the employee is on vacation, is absent due to illness or leave of absence, or on lay-off subject to recall.
- 16.05 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 Statutory Holidays. Applications for such vacancies shall be made in writing within the three (3) day period referred to herein.
- 16.06 Where there are no successful applicants from within this bargaining unit for vacant positions referred to in this Article, employees in other CUPE bargaining **units** at the Hospital will be considered for **such** positions prior to considering persons not employed by the Hospital. The employees eligible for consideration shall be limited to those employees who have applied for the position in accordance with this Article, and selection shall be made in accordance **with** this Article.
- 16.07 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.
- 16.08 It is understood that temporary vacancies, the duration of which are not expected to exceed three (3) months and which are expected to be filled on a temporary basis, will not be posted. It is further understood that the Hospital may in its discretion assign an employee to **fill** such vacancy on an interim basis prior to its being filled on a regular basis.

- 16.09 Employees may make written application for such promotion within seven (7) consecutive calendar days. The Hospital will give consideration to internal transfer applicants prior to **hiring** externally for vacancies below the job level seven (7). It is understood, however, that the Hospital shall not be confined to the applicants in filling the vacancy unless they satisfy the requirements of Section 14.01, and where no suitable applicants answer the posting, the Hospital shall be free to **fill** the **job** in its discretion.
- 16.10 Persons hired to replace employees who are on approved maternity leave **shall** be treated in accordance with the provisions of this Article.

ARTICLE 17 - HOURS OF WORK

- 17.01 a) A regular shift shall comprise seven and one-half (7 1/2) working hours (exclusive of meal **times**) and average seventy-five (75) hours during bi-weekly pay periods. It is understood that regular hours include those require to accommodate the change **from** Daylight Saving to Standard Time and vice versa and to which the provisions of Article 18 **shall** not apply. **This** provision **shall** not be construed as a **guarantee** of a **specific** number of **hours** of work per day or days of work per week, nor as a guarantee of work schedules.
- b) Notwithstanding (a), the normal daily extended shift for psychiatric assistants shall be 11.25 consecutive hours in any 24 hour period, exclusive of meal times. Other terms and conditions relating to psychiatric **assistants** working 11.25 hours are contained in the Letter of Understanding appended to this Collective Agreement.
- 17.02 Each employee shall be allowed one thirty (30) minute eating period per regular shift, unpaid.
- 17.03 **Rest Periods**
- Employees will be allowed fifteen (15) minutes rest in each 3.75 hour shift or period without reduction in pay and without increasing the regular working hours.
- 17.04 **Additional Rest Periods**
- When an employee performs authorized overtime work of at least three (3) hours duration, the Hospital will allow a rest period of fifteen (15) minutes duration.
- 17.05 a) The number of days worked each week for an employee will normally be five (5). However, due to scheduling of shifts, employees may be required to work on the **sixth** day of the work week. Where work is required on the sixth (6th) day, the normal accumulated hours in the two (2) weeks

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will continue to be seventy-five (75). The seventy-five (75) hours work schedule period **shall** be the **same** as the pay period.

- b) Employees will be granted one (1) weekend off in each three (3) week-ends. In departments where the standard practice is better, that practice shall prevail for the term of the agreement. **This** provision does not apply to employees who work a greater number of week-ends as a result of agreement between the employee(s), the Union and the Hospital or exchanging of **shifts** by employees with the prior consent of the Hospital.
- c) Employees will be allowed **two (2)** consecutive days **off** on changing **from** a night **shift** schedule to another **shift** schedule.

17.06 The Hospital will post work schedules at least four (4) weeks in advance where practicable, **and** to keep changes in **such** schedules to a **minimum**. Changes to the posted work schedule shall be brought to the attention of the employee.

Where **less** than twenty-four (24) hours notice is given personally to the employee, time and one-half (1 1/2) of the employee's regular **straight** time hourly rate **will** be paid for **all hours** worked on the first **shift** of the employee's new schedule.

17.07 **Mutual Shift Exchange**

Requests for **mutual shift** exchange must be submitted in writing **and** co-signed by the employees desiring to exchange **shifts** to their department supervisor.

It **is** understood and agreed **that** any **such** changes initiated by employees, if approved by the department supervisor, shall not result in any overtime compensation, premium payments or any other claim under the terms of this Agreement.

It is further understood and agreed that if an employee's request for exchange of **shifts** results in a conflict with the provisions of the Collective Agreement and said request is granted, it **shall** not be considered a violation of the terms of the Collective Agreement.

17.08 **Reporting Pay**

Employees who **report** for any scheduled shift shall be guaranteed at least **four (4)** hours of work or if no work is available will be paid at least four (4) hours when work **is** not available due to conditions beyond the control of the Hospital.

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The reporting allowance outlined herein shall not apply under the following conditions:

- a) **when** an employee has received prior notice not to report to work; or
- b) where an employee fails to keep the Hospital informed of his/her latest address and/or telephone number.

17.09 **Wash-up Time**

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A ten (10) minute wash-up time shall be allowed for all employees immediately prior to the end of each day's work

17.10 **Notice of R Following bsence**

An employee is expected to give prior notice when reporting following an illness. However, in the event such notice is not given, he/she shall not *qualify* for work or pay as set out in 17.08 above unless he/she has informed the Hospital no later **than** three (3) hours prior to the end of his/her normally scheduled shift immediately preceding the **shift** he/she is available to return to work.

17.11 **Standby**

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

Standby **pay** shall, however, cease where an employee is called in to work under Article 18.05 and works during the period of standby.

17.12 **Notice of Absence or Lateness**

An employee shall make every reasonable effort to provide his/her Supervisor or designate with at least **two (2)** hours notice of an expected lateness or absence from work.

ARTICLE 18 - OVERTIME

18.01 **Overtime Defined**

All authorized work performed in excess of seven and one-half (7 1/2) hours per day or seventy-five (75) hours in a bi-weekly pay period shall be considered as overtime work.

18.02 **Overtime Rates**

Overtime work will be paid for at the overtime premium rate of time and one half (1 1/2) the employee's straight-time hourly rate. It is understood and agreed to by the parties that 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.

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

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18.04 In the event an interval of not less than eight (8) consecutive hours does not elapse from the time an employee last finished work until the commencement of his/her next regular shift, such employee may not be required to report for work on such next regular shift until such time elapses as will provide an interval of eight (8) consecutive hours. An employee so reporting for work shall, for purposes of computing his/her regular pay, be considered as having commenced work at the normal starting time of such regular shift. Where such employee is required to perform work from the **normal starting time** of such regular shift, he/she shall receive additional pay at the rate of one and one-half (1 1/2) times his/her regular straight time rate of pay for the **period** so worked up until the above-mentioned interval of eight (8) consecutive hours has elapsed.

18.05 **Minimum Call-Back Time**

An employee who **has** left the premises of the Hospital after completing his shift and **is** unexpectedly called in to work to meet emergency conditions, will be paid time and one-half for the hours called in outside of regularly scheduled shift time with a minimum guarantee of four (4) hours pay at time and one-half. If an employee is called in before the start of his shift and less time remains than equal four (4) hours at **time** and one-half, then time and one-half will be paid for the hours remaining before the start of the said **shift**.

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Call-in pay shall not apply where pre-arranged overtime hours are being worked.

18.06 **No Lay-off to Compensate for Overtime**

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

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

18.07 Calculation of Overtime

Employees who are absent on approved time during their scheduled work week because of sickness, bereavement leave, statutory and civic holidays, referred to in Article 20.01 or vacation allotment shall, for the purposes of computing overtime pay, be considered **as** if they had worked their regular hours during such absence.

18.08 Minimum of Overtime

The Hospital will endeavour to keep overtime to a minimum.

18.09 Overtime Meal Allowance

An employee who is required to work a second consecutive full **shift** shall be provided at the time of the meal period with a hot meal or \$5.00 if the Hospital is unable to provide the hot meal. Other employees required to work more **than two (2)** hours overtime on the same day they have worked a full shift, after the **two (2)** hours, receive a one-half (1/2) hour paid meal period and shall be provided with a hot meal or \$5.00 if the Hospital is unable to provide the hot meal.

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18.10 Assignment of Overtime

When assigning available overtime to its employees, it is the Hospital's policy that **such** assignments be made on an equitable basis, over a reasonable period of time, among those qualified for and who usually perform the work in question.

ARTICLE 19 - SHIFT WORK

19.01 Shift Premium and Weekend Premium

Employees shall be paid a shift premium of forty-five cents (\$0.45) per hour for **all** hours worked where the majority of their scheduled hours **fall** between 1500 hours and 0700 hours. The same forty five cents (**\$0.45**) 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.

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19.02 Definition of Shifts

Afternoon and night shifts shall be defined as those full shifts starting between 1200 hours **and** 2400 hours.

19.03 Change of Shifts

It is the intention of the Hospital that, whenever practicable, the schedule of **shifts** will provide for an interval of at least sixteen (16) hours when employees change their regular shifts.

ARTICLE 20 - HOLIDAYS

20.01 List of Holidays

The following days are Hospital recognized holidays for the purpose of this agreement:

- | | |
|---------------------------------|----------------------|
| New Year's Day | Civic Holiday |
| Good Friday | Labour Day |
| Easter Monday | Thanksgiving Day |
| Second (2nd) Monday in February | Christmas Day |
| Victoria Day | Boxing Day |
| Canada Day | |
| Anniversary Day | |

Effective January 1, 1991, all full-time employees in the bargaining unit shall be entitled to a twelfth (12th) paid holiday which will be Easter Monday. Additionally, the second (2nd) Monday in February will replace Remembrance Day.

Also the Floating Holiday will become the Anniversary Holiday which will be the anniversary of employment to be observed at a time mutually agreeable to the employee and the Department, but within thirty (30) calendar days prior to or thirty (30) calendar days after the date or any other day mutually agreed upon. The Anniversary Holiday is a premium day in the event that Holiday is once scheduled by the Hospital, but then has to be worked by the employee.

The parties agree that the Hospital shall provide for not more than twelve (12) paid holiday subject to the qualifying provision of this agreement.

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.

20.02 Holiday pay, for an employee working the standard hours per day, as set out in provision 17.01, is defined as the amount of straight-time hourly pay exclusive of **shift** premium which an employee would have received had he/she worked a normal **shift** on the holiday in question.

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20.03 In order to qualify for pay for a holiday, an employee shall complete her full scheduled shift on each of the working days immediately preceding **and following** the holiday concerned unless excused by the Hospital or the employee **was** absent due to:

- a) Legitimate illness or accident which commenced within a month of the date of the holiday;
- b) Vacation granted by the Hospital;
- c) **The** employees regular scheduled day off;
- d) A paid leave of absence provided the employee is not otherwise compensated for the holiday.

An employee entitled to holiday pay hereunder shall not receive sick leave pay to which she may otherwise have been entitled unless she **was** scheduled to work that day. An employee receiving Workers' Compensation Benefits for the holiday shall, **subject** to the above provisions, be entitled to the difference between the **amount** of the Worker's Compensation Benefits **and** the holiday pay.

20.04 An employee **who** is required to work on any of the above holidays, will receive pay at the rate of time and one-half (1 1/2) the employee's regular straight time hourly rate of each hour worked on such holiday and:

- a) regular holiday pay for the day, or
- b) provided the choice is made **prior** to the holiday, a mutually agreed alternative working day as a paid holiday.

20.05 **An** employee who is absent on any of the above-named holidays after being required to work forfeits all pay for that day unless absence is due to illness verified by a Doctor's certificate.

20.06 If one of the above-named holidays occurs on an employee's regular day off or during his vacation period, the employee will receive an additional day off in lieu thereof.

20.07 Except in the cases of emergency, the Hospital will provide each employee with three **(3)** consecutive days off and endeavour to provide four **(4)** consecutive days off at either Christmas or New Year's except in areas which normally are **not** scheduled on weekends or paid holidays. To accommodate this, the parties agree to **waive** scheduling provisions during the period of December 15 and **January 15**.

All requests for days off at ~~Christmas~~ and New Year's must be submitted to the supervisor by November 1, and the Hospital will post the work schedule covering the Christmas and New Year's period by December 1.

ARTICLE 21 - VACATIONS

- 21.01 Vacation entitlement for employees in each year will be on the basis of one-twelfth (1/12) of the employee's applicable vacation scale for each full calendar month of employment during the twelve (12) month period commencing the previous June 1st.
- 21.02 Vacation scale on which vacation entitlement will be computed shall be as follows:
- a) **An** employee who has completed less than one (1) year continuous service as of May 31st shall be entitled to one-twelfth (1/12) of the two (2) week entitlement for each full calendar month of employment.
 - b) An employee who has completed one (1) year but less than two (2) years **of** continuous service as of the employee's anniversary date shall be entitled to two (2) weeks annual vacation, with pay.
 - c) An employee who **has** completed two (2) years but less than five (5) **years** of continuous service as of the employee's anniversary date shall be entitled to three (3) weeks **annual** vacation, with pay.
 - d) An employee who **has** completed five (5) years but less than fifteen (15) years of continuous service as of the employee's anniversary date shall be entitled to four (4) weeks annual vacation, with pay.
 - e) An employee who has completed fifteen (15) years but less than twenty-five (25) years of continuous service as of the employee's anniversary date shall be entitled to five (5) weeks annual vacation, with Pay.
 - f) An employee who has completed twenty-five (25) or more years of continuous service as of the employee's anniversary date shall be entitled to **six (6)** weeks annual vacation, with pay.
 - g) 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 13.04, Effect of Absence.
- 21.03 The Hospital will make every reasonable effort to accommodate the wishes of employees with respect to vacation dates giving preference to seniority subject to the responsibility of the Hospital to operate the institution in an efficient

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manner. Employees must forward to the Hospital their desired vacation dates by March 15th of the respective vacation year or forfeit the right to exercise seniority in the choice of vacation dates. Further, the Hospital will post a vacation schedule in accordance with the foregoing by May 15th of the respective vacation year.

- 21.04 Provided vacations of five (5) days or more are scheduled and agreed upon between the employee and his/her Supervisor four (4) weeks in advance, vacation pay shall be paid to all employees on request, in advance of their vacation.
- 21.05 Subject to the approval of his/her Department Head or designate an employee **may use** vacation credit in units of no less than one (1) day, **as it** accumulates during the vacation year.
- 21.06 Should an employee who **has** commenced his/her 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/her 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/she has so worked.

21.07 **Vacation Illness**

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

An employee making a claim pursuant to this provision shall provide a doctor's certificate indicating the nature and duration of the illness at the employer's cost.

Where an employee's scheduled vacation is interrupted due to a serious illness requiring the employee to be an in-patient in a hospital, the period of such hospitalization shall be considered sick leave.

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

ARTICLE 22 - SICK LEAVE PROVISION

22.01 Short Term Salary Continuance

The Hospital agrees, during the term of:

- a) **This** Agreement, to provide to all eligible employees in the bargaining unit the "basic sick leave benefits" provided under the Hospital Short-Term Salary Continuation Plan (equivalent to that described in the 1984 Hospitals of Ontario Disability income Plan Brochure).

The Hospital may, however, request proof of illness from any employee **who** claims sick pay for any period of absence given the circumstances under which it is reasonable to do-so.

- b) 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), the employee paying the balance of the billed premium through payroll deduction.
- c) There shall be no **pay** deduction from an employee's regular scheduled **shift** when any employee has completed any portion of the shift prior to going on Worker's Compensation Benefits.
- d) 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.

22.02 **An** employee who abuses the sick leave privileges shall be subject to disciplinary action by the Hospital up to and including discharge.

22.03 Absences due to pregnancy related illness shall be considered as sick leave under the sick leave plan.

22.04 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 a claim for Worker's Compensation for a period longer than one complete pay period may apply to the Hospital for payment equivalent to the lesser of the benefit she would receive from Workers' Compensation if her claim was approved, or the benefit to which she would be entitled under the short-term sick portion of the disability income plan (HOODIP or equivalent plan). Payment will be provided **only** if the employee provides evidence of disability satisfactory to the Hospital and a written undertaking satisfactory to the Hospital that any payments will be refunded to the Hospital following final determination of the claim by the Workers' Compensation Board. If the claim for Workers' Compensation is not approved, the monies paid as an advance will be applied towards the benefits to which the employee would be entitled under the short-term portion of the salary

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continuance plan. **Any** payment under this provision will continue for a **maximum** of fifteen (15) weeks.

22.05 For an employee **whose** regular **hours** of work **are** other than the standard **work** day, the short-term sick leave plan will provide payment for the number of hours of absence according to the scheduled **shift** to a total of 562.5 hours. **All** other provisions of the existing plan shall apply with the necessary modifications.

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22.06 **HOODIP**

- (a) **Any** dispute **which** may arise concerning **an** employee's entitlement to **any** benefits referred to in Article 22, including **HOODIP** and equivalents, **may** be subject to the grievance and arbitration under the provisions of **this** collective agreement.
- (b) 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.

Any dispute which may arise concerning an employee's entitlement to short-term or long-term benefits under **HOODIP** may be subject to grievance and arbitration under the provisions of this Agreement.

Insured Benefits

A copy of **all** current master policies of the benefits referred to in **this** Article shall be provided to the Union.

22.07 **Return To Work From W.C.B.**

- (a) It is agreed that employees on compensable injury will return to active employment as soon **as** possible. Such employees must be able to achieve and maintain the normal level of productivity of the **pre-injury** job or **any** other suitable vacant position for which such employees have the necessary skills to perform, medically able to perform and which does not pose a health and safety hazard to the employee or any co-worker.
- (b) Where an employee **has** been on WCB for a period of time and is then deemed capable of returning to the **pre-injury** job or other suitable vacant position on a graduated basis, a Union representative will participate with the Hospital, W.C.B. and the employee in developing the return to work program.
- (c) In situations where an employee **is** considered for placement into a suitable vacant position, a Union representative will participate with the Hospital, W.C.B. and the employee in determining such placement.
- (d) **The** Hospital, WCB and the **Union** representative will periodically review the progress and status of employees referenced under (b) & (c) above.

22.08 Employee To Be Notified (WCB - Form 7)

The Hospital shall provide a copy of the Workers' Compensation Board's **Form 7** to the employee on any claim filed with the Workers' Compensation **Board** by the Hospital, or on behalf of the employee within two (2) days of the injury occurring and prior to **filing** it with Worker's Compensation **Board**.

ARTICLE 23 - LEAVE OF ABSENCE

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23.01 Written requests for a personal leave of absence without pay will be considered on an individual basis by the Hospital. Such request are to be submitted at least **two (2)** weeks in advance, except in cases of emergency, **and** a written reply will be given within fourteen (14) days except in cases of emergency in which case a reply will be given **as soon as possible**. Such leave shall not be unreasonably withheld.

23.02 Bereavement Leave

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An employee will be allowed three (3) consecutive days leave of absence, **without loss** of her regular pay for her scheduled hours in conjunction **with** the day of the funeral of a member of her immediate family. "Immediate Family" means, father, mother, sister, brother, spouse, child, daughter-in-law, son-in-law, mother-in-law, father-in-law, **legal** guardian, grandchildren, grandparents and same sex spouse. **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.

Only that portion of the three (3) days which would otherwise have been working days or paid holidays, will be paid by the Hospital. The Hospital, in its discretion, may extend such leave with or without pay.

23.03 Jury Duty Leave

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/she will be required to attend court;
- b) presents proof of service requiring the employee's attendance;

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- c) deposits **with** the Hospital the full amount of compensation received **excluding** mileage, travelling and meal allowances and an official receipt thereof.
- d) In addition to the foregoing, where a full-time employee on **his** regular scheduled day **off** 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 Hospital will attempt to re-schedule the employee's **regular** scheduled day off.

Where the employee's attendance **is** required during a different **shift than** **he** is schedule to work that day, the Hospital will attempt to re-schedule **the shift** to include the time spent at such hearing. It is understood that **any** re-scheduling shall not result in the payment of any premium pay.

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

23.04 Adoption Leave

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 .01 Where an employee **with** at least thirteen (13) weeks of continuous service qualified to adopt a child, such employee shall be entitled to a leave of absence without pay for period of up to twenty-six **(26) weeks**. **Such** employee **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. If both parents **are** employed at the Hospital, only one parent may elect adoption leave.

- .02 **The** employee will be entitled to begin his/her leave at any time upon receipt of confirmation of the pending adoption.
- .03 The employee shall reconfirm his/her intention to return to work on the date originally provided to the Hospital in (a) above by written notification received by the Hospital at least **two** (2) weeks in advance.
- .04 An employee returning to work may change the date to return earlier or later, **if** written notice is sent to the Hospital at least four **(4)** weeks prior to the **original** date.

- .05 Credit for service for purposes of salary increment, vacation, sick leave, or any other benefit under any provisions of the collective agreement shall continue to accrue during the entire period of the adoption leave.
- .06 Credit for seniority for purposes of promotion, demotion, transfer or lay-off shall continue to accrue during the entire period of the adoption leave.
- .07 The Hospital will continue to pay its share of the premium of the subsidized employee benefits in which the employee is participating for the duration of the adoption leave unless the employee gives the Hospital a written notice that the employee does not intend to pay the employee's contribution.
- .08 Subject to any changes to the employee's status which would have occurred had she not been on adoption leave, the employee shall be reinstated to her former duties, on the same shift in the same department, at the same rate of pay.
- .09 **An** employee on adoption leave as provided under **this** agreement **who** is in receipt of Unemployment insurance adoption benefits pursuant to Section 18 of the Unemployment Insurance Act, 1971, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between ninety-three (93%) percent of her regular weekly earnings and the sum of her weekly Unemployment Insurance benefits **and** any other earnings. **Such** payment shall commence following completion of the two-week Unemployment Insurance **waiting** period **and** receipt by the Hospital of the employee's Unemployment Insurance cheque **stub** as proof she is in receipt of Unemployment Insurance adoption benefits, **and** shall continue while the employee is in receipt of such benefits for a maximum period ten (10) weeks.

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The employee's regular 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.

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 Unemployment Insurance benefits.

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

This provision only applies to employees with at least 10 months of continuous service at the Hospital prior to the commencement of the adoption leave. (*This will be subject to Appendix "A" appended hereto*).

- .10 When persons are hired to replace employees who are on approved adoption leave, the period of employment of such persons will not exceed **the** adoption 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, the circumstances giving rise to the vacancy and the special conditions relating to such employment.

23.05 Education Leave

If required by the Hospital, an employee shall be entitled to leave of absence with pay and without **loss** of seniority and benefits to write examinations to upgrade his or her employment qualifications.

Where employees are required by the Hospital to **take courses** to **upgrade** or acquire new employment qualifications; the Hospital shall pay the **full** costs associated **with** the courses.

Subject to operational requirements, the Hospital will make every reasonable effort to grant request 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.

23.06 Parental Leave

- .01 Parental leave will be granted in accordance with the provisions of the Provincial Employment Standards **Act**, except where amended in **this** provision.

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- .02 A parental leave of absence of up to eighteen (18) weeks **will** be granted to employees who have been employed thirteen (13) weeks from the last date of hire prior to the commencement of the leave.

- .03 An employee on pregnancy leave is entitled to parental leave in accordance with the provisions of Article 16.06(e).

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- .04 The male employee may begin parental leave **at** any time within thirty-five weeks **(35)** after the date of birth and the leave must be completed within **one (1)** year and **(1)** week of the date of birth. Such leave can **only** be **taken** on one occasion, without interruption.
 - .05 **An** employee adopting a child may begin his/her parental leave any time within thirty-five **(35) weeks** after the date the child comes into the custody, care **and** control of a parent for the first time. Such leave must be completed within one (1) year and one (1) week of the date of adoption. **Such** leave can **only** be taken on one occasion without interruption.
 - .06 The employee **shall** give the Hospital at least **two (2)** weeks written notice to begin the leave.
 - .07 **An** employee returning to work may change the date to return earlier or later, if written notice **is** sent to the Hospital at least four **(4)** weeks prior to **the original** date.
 - .08 **The Hospital will** continue to pay its share of the premium of the subsidized employee benefits in **which** the employee is participating for **the** duration of the parental leave unless the employee gives the **Hospital** a **written** notice that the employee **does** not intend to pay the employee's contribution.
 - .09 Subject to any changes to the employee's status which **would** have occurred had she not been on parental leave, the employee **shall** be reinstated to her former duties, on the same **shift** in the same department, at **the** same rate of pay.
 - .10 Credit for service for purposes of salary increment, vacation, sick leave, or any other benefit under any provisions of the collective agreement shall continue to accrue during the entire period of the Parental Leave.
 - .11 Credit for seniority for purposes of promotion, demotion, transfer of lay-off shall continue to accrue during the entire period of the Parental Leave.
 - .12 When persons are hired to replace employees who are on approved Parental leave, the period of employment of such persons **will** not exceed the Parental 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, the circumstances giving rise to the vacancy and the special conditions relating to **such** employment.

ARTICLES 24 - UNION BUSINESS

24.01 Union Conventions

The Hospital may grant a leave of absence without pay and without loss of seniority to delegated **union** members to attend **union** conventions and seminars provided **such** request is made in writing to the Director of Personnel and **Labour Relations** or his/her designate, at least **two** (2) weeks in advance of the requested leave.

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24.02 Leave for Union Duties

Any employee who is elected or selected for a full-time position with the Union shall be granted leave of absence without pay and without loss of seniority, by the Hospital, for a period up to one (1) year. Such leave shall be limited to only one (1) employee in any calendar year.

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24.03 Executive Board Leave

The Hospital may provide a leave of absence without pay to Local Executive Board members who work the afternoon or night shifts for up to four (4) scheduled hours in order to attend the monthly general and/or Executive Board meetings, provided that a written request is received two (2) weeks prior to the meeting and provided that, in the opinion of the Hospital, such absence does not interfere with the continuance of the efficient operation of the Hospital. The Union must inform the Hospital in writing of its members who are Executive Board members and keep such list up to date or the Hospital will not be required to provide such leave as requested under this Article.

24.04 Central Bargaining Committee Leave

In future central bargaining between the Canadian Union of Public Employees and the participating hospitals, an employee serving on the Union's Central Negotiating Committee shall be paid for time lost from his/her normal straight time working hours at his/her 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. Upon reference to arbitration, the Negotiating Committee members shall receive unpaid time off for the purpose of attending arbitration hearings.

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It is understood and agreed that the maximum number of Union Central Negotiating Committee members entitled to payment under **this** provision shall be seven (7), and in no case will more than one (1) employee ~~from~~ 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 seven (7) hospitals accordingly.

- 24.05 Upon application in writing by the employee to the Hospital, a leave of absence shall be granted to **such** an employee elected to the office of the President of the Ontario **Council** of Hospital **Unions** (CUPE). **Notwithstanding any** provisions elsewhere in this Agreement, seniority and service shall accrue during such leave. It is understood, however, that during such leave the employee shall be deemed to be an employee of the Ontario Council of Hospital Unions. Upon notice in **writing** to the Hospital, the employee shall be returned to his/her former position.

ARTICLE 25 - PREGNANCY LEAVE/PARENTAL LEAVE

15.01 Pregnancy Leave

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

percent (**93%**) of her normal weekly earnings and the sum of her weekly unemployment insurance benefits and any other earnings. Receipt by the Hospital of the employee's unemployment insurance cheque stubs shall constitute proof that she is in receipt of unemployment Insurance pregnancy benefits.

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 Unemployment Insurance benefits.

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

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

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

15.02 **Parental Leave**

- a) Parental leaves will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision. The service requirement for eligibility for parental leave shall be thirteen (**13**) weeks of continuous service.
- b) An employee, who qualifies for parental leave, other than an adoptive parent, shall give written notification of at least **two (2)** weeks in advance of the date of the commencement of such leave and the expected date of return.

- c) For the purposes of this Article, parent shall be defined to include a person with whom a child is placed for adoption and a person who is in a relationship of some permanence with a parent of a child and who intends to treat the child as his or her own.
- d) An employee who is an adoptive parent shall advise the Hospital as far in advance as possible of having qualified to adopt a child, and shall request the leave of absence, in writing, upon receipt of confirmation of the pending adoption. If, because of late receipt of confirmation of the pending adoption, the employee finds it impossible to request the leave of absence in writing, the request may be made verbally and subsequently verified in writing.

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

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

- e) Effective on confirmation by the Unemployment Insurance Commission of the appropriateness of the Hospital's Supplemental Unemployment Benefit (SUB) Plan, an employee **who** is on parental leave as provided under this Agreement who had applied for and is in receipt of unemployment Insurance parental benefits pursuant to Section 18 of the Unemployment Insurance Act, shall be **paid** a supplemental unemployment benefit for a period not **exceeding** ten (10) weeks. That benefit shall be equivalent to the difference between ninety-three percent (**93%**) of the employee's normal weekly earnings and the sum of his or her weekly unemployment Insurance benefits and any other earnings. Receipt by the Hospital of the employee's unemployment insurance cheque stub will serve as proof that the employee is in receipt of unemployment parental benefits.

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 waiting to receive Unemployment Insurance benefits.

The employee does not have any vested right except to receive payments for the covered unemployment period. The plan provides that payment in respect of guaranteed annual remuneration or in respect of deferred

remuneration or severance pay benefits are not reduced or increased by payments received under the plan.

- f) Credits for service and seniority shall accumulate for a period of up to eighteen (18) **weeks** while an employee is on parental leave.
- g) The Hospital will continue to pay its share of the premiums of the subsidized employee benefits, including pension, in which the employee is 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.

ARTICLE 26 - PAYMENT OF WAGES AND ALLOWANCES

26.01 Rates of Pay

Subject to the provisions of paragraph .02 below, the wage rates in effect for the duration of **this** Collective Agreement shall be set forth in Schedule "A" and "B" attached to **and forming part of this** collective agreement. It is understood and agreed that **all** dates **shown** for wage rate increases provided under Schedule "A" will be effective the commencement of the first pay period **following** the date so **shown**. The regular straight time rate of pay is that prescribed in Wage Schedule "A" of the Collective Agreement.

26.02 It is understood and agreed that the provisions of this Collective Agreement are subject to the terms of a Memorandum of Understanding entered into in writing between the Union **and** the Hospital and signed by the parties, which terms are incorporated in and form part of this Collective Agreement to the same force **and** extent **as** if they were contained herein.

26.03 Hiring Rate

The Hospital may hire new employees at a rate higher than the starting rate set out herein, where the Hospital considers previous experience warrants a higher starting rate.

26.04 Pay Days - Direct Deposit

- a) The Hospital agrees that net pay shall be deposited every second Thursday except when interfered with the occurrence of a Statutory Holiday. In these cases the Hospital will advance the **pay** day by one day. **On** each pay day each employee shall receive an itemized statement of his wages **and** deduction.

- b) The Hospital agrees to make pay stubs available on the day prior to pay **day** to an employee scheduled to work the afternoon **shift** on the day prior to pay day or when the pay day falls on the employees day **off**.
- c) The Hospital also agrees to provide employees on night shift on the normal pay day their pay statements on the morning of the pay day. Pay statements shall be distributed in sealed envelopes.
- d) When employees leave their forwarding address with the Hospital they shall have mailed to them any statements which may fall due during the **period** of their vacation.
- e) Employees may upon giving three (3) weeks notice (21 calendar days), except in the cases of emergency, receive a vacation advance prior to taking their vacation.
- f) Where a payroll error **has** occurred in excess of five dollars (\$5.00) for which the Hospital is responsible and such error has been verified by the **payroll** department, an employee may obtain an advance not to exceed the amount of the error prior to the next pay day.

26.05 **Job Classification**

A job classification will not be changed for the purpose of evading payment of the minimum rates hereinafter set out.

- 26.06 a) 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 retro-active to the date that the 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.
- b) When the Hospital makes a substantial change during the terms of this agreement 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.

- c) 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.
- d) 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.
- e) **Notwithstanding** the foregoing if as a result of compensable **illness** or **injury** covered by WCB 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.
- f) **The** Hospital may grant a transfer to an open job in **the** bargaining unit for **medical** reasons provided the employee **has** a certified **illness** or disability acceptable to the Hospital which prevents the satisfactory performance of his/her regular duties. A transfer request under this **part** must be made in **writing** by the effected employee and the success of the transfer will be judged solely by the Hospital, and if successful, the employee must be capable of **both** a satisfactory level of performance following a familiarization period and regular attendance. Failure to attain either satisfactory performance or regular attendance will result in the employee **being** laid off.

26.07 Tool Allowance

The Hospital agrees to provide a tool allowance of up to **sixty** (60.00) dollars during the first year and any subsequent contract years of this agreement to employees in the following job classifications:

Licensed Electrician	Licensed Refrigeration Mechanic
Licensed Plumber	Locksmith
Millwrights	Plant Operation Mechanic
Carpenter	Fire Equipment Service Person
Maintenance Worker	Controls Technician
Steamfitter	Apprentice
Maintenance Mechanic	Maintenance Technician

Such allowance will be for the purchase of necessary hand tools and effected employees will be reimbursed by the Hospital upon proof of purchase.

25/11

26.08 Apprentices

Wage rates for persons employed as apprentices shall be in such proportion to the rate shown for their classification on the attached Schedule "A" as is equivalent to the percentages prescribed under the Apprenticeship and Tradesmen's Qualification Act of Ontario.

26.09 Hospital Assistant (Nursing i Wage progression

25/11

All Hospital Assistant Trainees will commence at the start rate of Job Level eighteen (18) and progress to the start rate of Job level nineteen (19) upon completion of **six** (6) months service. Thereafter, the Hospital Assistant in **training** must complete a further six (6) months service and must attain a satisfactory level of performance, in the judgement of the Hospital, to be advanced to the appropriate twelve (12) month rate.

A Hospital Assistant who is not advance to the twelve (12) month rate will be given an additional six (6) months to reach a satisfactory level of performance, failure of which, the employee will be deemed to have conclusively terminated his/her employment with the Hospital.

26.10 O.R. Attendant Wage Progression

All O.R. Attendant trainees will commence at the start rate of Job level eighteen (18) and progress to the start rate of Job Level nineteen (19), upon completion of **six** (6) months service. Thereafter, the O.R. Attendant in training must complete a further six (6) months service and must attain a satisfactory level of performance, in the judgement of the Hospital, to be advanced to the appropriate twelve (12) month rate. An O.R. Attendant who is not advance to the twelve (12) month rate **will** be given an additional six (6) months to reach a satisfactory level of performance, failure to which, the employee will be deemed to have conclusively terminated his/her employment with the Hospital.

26.11 Hospital Assistant Transportation

It is mutually agreed that all Hospital Assistants (Transportation) will be paid at Job Level 6 unless otherwise provided for under this Agreement.

26.12 Temporary Assignment to Higher Job Level

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

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

26.13 Promotion to a Higher Job Level

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/she will receive no less an increase in wage rate **than** the equivalent of one step in the wage rate of his/her previous classification (provided that he/she does not exceed the wage rate of the classification to which he/she has been promoted).

26.14 Injury Pay

If an employee is injured on the job and his/her supervisor excuses him/her ~~from~~ further duty for **the** balance of his/her **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.

26.15 Lead Hand

An employee selected by the Hospital to the position of Lead Hand in accordance with Article 14.01(a) will be paid ten percent (10%) above the highest rated classification of employees **the Lead Hand** is appointed to **direct**.

ARTICLE 27 - WELFARE BENEFITS

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

704/100
22.95%

The Hospital agrees to pay 100% of the billed premium towards coverage of eligible employees in the active employ of the Hospital under the Excelsior Life Semi-Private Plan or comparable coverage with another carrier.

702, 2 1/2
75
69%

The Hospital agrees to contribute seventy-five percent (75%) of the billed premium towards coverage of eligible employees in the active employ of the Hospital under the Aetna Canada Extended Health Care Benefits Plan (as amended below) or comparable coverage with another carrier providing for \$15.00 (single) and \$25.00 (family) deductible, providing the balance of monthly premiums are paid by the employee through payroll deductions. In addition to the standard benefits, coverage will include

vision care (maximum \$90.00 every 24 months) as well as a hearing aid allowance (lifetime maximum \$500.00 per individual).

c) The Hospital agrees to contribute one hundred percent (100%) of the billed premium towards coverage of eligible employees in the active employ of the Hospital under the Aetna Canada Group Life Insurance **Plan** or such other Group Life Insurance Plan in effect.

d) **The** Hospital agrees to contribute seventy-five percent (75%) of the billed premiums towards coverage of eligible employees in the active employ of the Hospital under the Aetna Canada #9 Dental **Plan** or comparable coverage with another carrier based on the current ODA fee schedule as it maybe updated from time to time providing the balance of the monthly premium is paid by the employee through payroll deductions.

e) Pension

All present employees enrolled in the Hospital's pension plan **shall maintain** their enrollment in the pian 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.

f) Union Social Fund

The Hospital agrees **that** on the January deduction **date** in each calendar year, a deduction of three dollars (**\$3.00**) will be made **from** those employees for whom a dues deduction is being made, **and** for whom a wage payment is being prepared on that date. The amount deducted will be forwarded **as** one payment to the Treasure of the Union to be used for the Union Social Fund. It **is** agreed that the Union shall indemnify and save the hospital harmless from any liability whatsoever respecting this deduction.

27.02 Change of Carrier

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

27.03 Insured Benefits

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

708
150
212
/

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.

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

27.04 Retirement Allowance

Prior to issuing notice of lay-off pursuant to Article 15.01(ii) in any classification(s), the Hospital ~~will~~ offer early-retirement allowance to a sufficient number of employees eligible for early retirement under HCOOP 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 lay-off under Article 15.01(ii).

An employee who elects **an** early retirement option shall receive, following completion of the last day of work, a retirement allowance of **two** weeks' **salary** for each year of service, **plus** a prorated amount for any additional partial year of service, to a **maximum** ceiling of 26 weeks' **salary**, and, in addition, **full-time** employees shall receive a single lump-sum payment equivalent to \$1,000 for each year less than age 65 to a maximum of \$5,000 upon retirement.

ARTICLE 28 - ACCIDENT PREVENTION - HEALTH AND SAFETY COMMITTEE

6/4 28.01 The Hospital **and** the Union agree that they mutually desire to maintain standards of safety and health in the Hospital in order to prevent accidents, **injury** and illness. The Hospital and the Union agree to comply with all the Occupational Health and Safety Act and Regulations.

28.02 The Union agrees to endeavour to **obtain** the full co-operation of its membership in the observation of all safety **rules** and practices.

28.03 The Hospital agrees to co-operate reasonably in providing necessary information to enable the Committee to fulfill its functions.

28.04 Recognizing its responsibilities under the applicable legislation, the Hospital agrees to accept as a member of its Joint Health and Safety Committee two (2) representatives selected or appointed by the Union from amongst bargaining unit employees in accordance with the provisions of Letter of Understanding No. 1 - Health and Safety.

NOTE: *The terms of reference for the JHSC as stated in Letter of Understanding No. 1, Health and Safety, will remain and will be updated from time to time as needed by the JHSC with the input of the C.U.P.E. JHSC representatives.*

- 28.05 a) All time spent attending JHSC meetings and attending the work of the JHSC as defined in the terms of reference of Letter of Understanding Number One or in the Occupational Health and Safety Act, shall be considered as time worked and paid at regular or premium time as appropriate.
- b) Committee members shall be reimbursed for authorized out of pocket expenses incurred in the performance of JHSC duties.

28.06 Certified Workers

- a) One JHSC representative from C.U.P.E. Local 2001 will be certified under the Occupational Health and Safety Act.
- b) The certified worker shall be trained in accordance with the provisions of the Occupational Health and Safety Ad.
- c) All C.U.P.E. members of the JHSC and/or recognized sub committees of the JHSC shall receive training, education and updating as determined by the JHSC.
- d) The JHSC will determine the training to be provided to JHSC and recognized sub-committee members.

28.07 Pregnancy employees may request to be transferred from their current duties if, in the professional opinion of the employee's physician, the pregnancy may be at risk. If such a transfer is not feasible, the pregnant employee, if she so requests, will be granted an unpaid leave of absence before commencement of the maternity leave referred to in Article 25.07.

28.08 Where the Hospital identifies high risk areas where employees are exposed to Hepatitis B, the Hospital will provide, at no extra cost to the employees, a Hepatitis B vaccine.

28.09 Protective Footwear

Effective January 1, 1991, and on the date for each subsequent calendar year, the Hospital will provide to eligible employees upon submission of a purchase receipt(s) up to \$75.00 per calendar year to each full-time employee who is required by the Hospital, as delineated below, to wear safety footwear during the course of his duties.

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

- 1) Maintenance
- 2) Grounds
- 3) Stores (only where frequently working in storage areas)
- 4) Porterage (as determined by the Hospital) heavy carts on a regular basis, e.g. *linen carts, food wagons.*

ARTICLE 29 - UNIFORM AND CLOTHING

29.01 Each employee who is required by the Hospital to wear a uniform or jacket of the Hospital's choice shall be supplied with such wearing apparel by the Hospital which shall be laundered by the Hospital. Such apparel may be worn during personal errands on the employee's meal break.

On termination of employment, such uniform and jackets must be surrendered to the Hospital.

ARTICLE 30 - BULLETIN BOARDS

30.01 The Hospital shall provide bulletin boards at the following locations:

Employee's Entrance (Elizabeth Street)
Wall adjacent to Cafeteria
Laundry Building (Basement Corridor)
Main Entrance to Engineering Building
Nurses' Residence Building
Bell Wing Ground Floor (North Corridor)

It is agreed that with the exception of notices of Union meetings, no material will be placed on the boards without prior approval of the Director of Human resources or designate(s). In the case of notices of meetings, **the** Secretary of the Union will be responsible for placing and removing the notices.

It is further agreed that such approval shall not be unreasonably withheld.

ARTICLE 31 - GENERAL

31.01 **Plural or Feminine Terms May Apply**

Wherever the **singular** or **masculine** is used in this Agreement, it **shall** be considered **as** if the plural or feminine **has** been used where the context or the party or **parties** hereto so require.

31.02 Copy of Agreement

A copy of **this** Agreement shall be made available to each employee. The cost of printing sufficient copies will be shared equally between the Hospital **and** the Union.

31.03 Job Security

(i) Contracting Out

The Hospital will not contract out any work usually performed by a member of the bargaining unit, if **as** a result of such contracting out, a lay-off of **any** employees **other than** casual part-time employees results **from such** contracting out. Contracting out to an employer who is organized and who will employ the employees of the bargaining unit who would otherwise be laid off with similar terms and conditions of employment is not a breach of **this** provision.

(ii) Contracting In

Further to Notice **Article** 15.01(b)(i)(1), **the** parties agree that **the** Redeployment Committee will immediately undertake **a** review of **any** existing sub-contract work which **would otherwise** the 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.

(iii) 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.

(iv) 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.

(v) 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.



22A"

ARTICLE 32 - TECHNOLOGICAL CHANGE

32.01 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 effect, if any, upon employees concerned.

Where new or greater **skills** are required than are already possessed by affected employees under the present methods of operation, **such** employees **shall** be given a period of **training**, with due consideration **being** given to the employee's age and previous educational background, during which they may perfect or acquire the skills necessitated by the new method of operation. The employer **will** assume the cost of tuition and travel. There **shall** be no reduction in wage or salary rates **during** the training period of any such employee. Training shall be given during the hours of work whenever possible **and** may extend for up to **six (6)** months.

22B"

Employees with one 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.

ARTICLE 33 - DURATION

33.01 Term

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

33.02 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 principles **as** to possible participation in central negotiations, if any, and the conditions for **such** central bargaining.

33.03 Retroactivity - Wages

Retroactive payment to individuals relating to the foregoing general wage increases shall be paid within 60 days from the effective date of this award (i.e. its date of issue) and shall be based on **all** hours paid from September 29, 1991, for both **full and** part-time employees, **and** in the case of the latter group **shall** include the appropriate re-calculated amount tied to the applicable percentage in lieu of benefits payment.

Retroactive payment of wages shall be by separate cheque where the existing payroll system permits. Where the existing payroll system does not **allow** for payment by separate cheque, the Hospital **will** supply each employee with a separately written, detailed explanation of the retroactive pay calculations made.

Employees **who** have terminated their employment since September 29, 1991, shall be sent a notice by the Hospital by Registered Mail to their last-known address, and such individuals shall have sixty (**60**) days from the date of such notice within which to claim retroactive payment.

LETTER OF UNDERSTANDING 1

HEALTH & SAFETY

PREAMBLE

- L1.01 It is a requirement of the Occupational Health and Safety Act to establish a policy **which** should encourage the active participation of all employees in the prevention of accidents and the promotion of health and safety in the workplace.
- L1.02 Representatives of the Joint Health and Safety Committee shall consist of twenty (20) members with ten (10) management representatives as designated by the chief operating officer and ten (10) worker representatives. The co-chairs will be responsible for ensuring that an election takes place for the non-union representatives.
- L1.03 The parties acknowledge that a Joint Health **and** Safety Program can only be successful where everyone in the workplace is committed to these responsibilities. Therefore, the parties undertake to co-operate in ensuring that these guidelines **and** the full intent of the Occupational Health and Safety Act ('Ad) will be carried out by their respective organizations.
- L1.04 The Joint Occupational Health and Safety Committee, hereafter referred to the Joint Committee is an advisory body. **All** members share a common goal of **making** the workplace safer and healthier for **all**, by stimulating awareness of safety issues in an atmosphere of co-operation between management and employees.
- L1.05 The parties hereto adopt these GUIDELINES in good faith **and** agree to promote and assist the Joint Health and Safety Committee and committee members by providing such information, **training** and assistance as may reasonably be required for the purpose of carrying out their responsibility.

STRUCTURE OF THE COMMITTEE

- L1.06 The Joint Health and Safety Committee (referred to hereafter as "**the Joint Committee**") shall consist of twenty (20) members; ten (10) members selected by the employer and ten (10) members selected by the worker representatives as approved by the following groups: *CUPE - 2, ONA - 2, UPGWA - 1, SEIU - 1, NON-UNION - 2*. Alternates may be followed, however, they shall only be used in emergency conditions and with the approval of the chairpersons. Each **party** will supply a listing of the members on the committee and their alternate.
- L1.07 The Joint Committee shall meet monthly on the second Tuesday from 1400 hours to 1530 hours. Special sessions may be jointly organized by mutual agreement of the Co-chairs.

- L1.08 There shall be two Co-chairpersons, one (1) from the employer and one (1) **from** the workers; appointed for one year who shall alternate the chair at meetings.
- L1.09 A Co-chairperson may, with the consent and approval of his/her counterpart, invite any additional person(s) to attend the meeting to provide additional information and comment, but they shall not participate in the regular business of the meeting.
- L1.10 The Joint Committee shall have a minimum of two specially trained members, one representing workers and one representing management. Certified members shall have the power to make a dangerous to the health or safety of workers.
- **This** section of the "Act" will not applicable **until** the **training** program necessary is established and approved by the Workplace Health and Safety Agency.
- L1.11 The structure and function of the Joint Occupational Health and Safety Sub-committees shall be **as** defined in Appendix A, which is attached.

FUNCTIONS OF THE JOINT COMMITTEE

- L1.12 To attain the spirit of the Occupational Health and Safety Act, the **functions** of the Joint Committee shall be:
- a) To identify, evaluate and recommend a resolution of **all** matters pertaining to **health and** safety in the workplace to the Vice-president **Human** Resources.
 - b) To encourage adequate education and **training** programs in order that all employees are knowledge in their rights, restrictions, responsibilities and duties under the *Occupational Health and Safety Act*.
 - c) The Joint Committee will address matters related to all regulations, Designated Substance and WHMIS where applicable.
 - d) To deal with **any** health and safety matter that the Joint Committee deems appropriate.

Inspections

1. The Joint Committee members who represent workers shall designate one of the members representing workers to inspect the physical condition of the workplace. Where **and** when possible, a management person shall accompany the worker representative. Educational **training** on inspections will be provided for management and worker representatives of the Joint Committee **and** Area Sub-committees who are involved in conducting workplace inspections. The workplace pertaining to the particular subcommittee shall be inspected once per year on a schedule approved by the Joint Committee.

2. **All health** and safety concerns raised during the physical inspection will be recorded on an appropriate workplace inspection form and signed by member(s) performing the inspection.
3. The workplace inspection form will be forwarded to the Joint Committee and to the Vice-president of **Human Resources** within three (3) days of the Workplace inspection. The Vice-president of Human Resources will inform the Joint Committee of the status of the outstanding items by the next Joint Committee meeting.

Recommendations of the Joint Committee

The employer **shall** respond within twenty-one (21) days with regard to written or minuted committee recommendations. The written response shall indicate the employer's assessment of the committee recommendation and specify what action will, or **will** not (with explanations) be implemented as a result of the recommendation. Any proposed action by the employer will include details of who will be responsible for such action and a proposed time frame.

Accidents and Accompaniment

1. **The** Joint Committee will designate members and alternates if required, chosen by those they represent, to investigate **all** serious workplace accidents, and incidents that have the potential for a serious accident. The inspection team will be responsible for overseeing that the requirements under Section **51 and 52** of the **Act** are complied with, in accordance to the applicable **Health Care Regulations** as prescribed.
2. The Joint Committee will designate **two (2)** members and/or alternates if required, chosen by those they represent, to accompany the **Ministry of Labour** Inspector while carrying out Ministry inspection of the workplace.
3. The members of the Joint Committee representing workers shall designate a member and/or alternate(s) if required, to participate in the work refusal process. The Vice-president of Human Resources and the **Ministry of Labour** will be informed in writing of the names of the worker(s) so designated.
4. A Joint Committee member **who** represents workers **shall** be consulted in advance of proposed workplace testing strategies related to industrial hygiene. A member of the Joint Committee shall be entitled to be present at the **beginning** of such testing.

MINUTES OF MEETINGS

- L1.13 Management **will** provide a secretary for the meeting to take minutes and be responsible for having the minutes typed, circulated and filed within one calendar week of the meeting, or **as** the Joint Committee may from time to time instruct. Minutes of meetings will be reviewed, and edited where necessary, by the Co-

chairpersons, then signed and circulated to all Joint Committee members **and** a copy forwarded to the Vice-president **Human** Resources before **any** broader circulation **takes** place. Agenda items will be identified by a reference number, **and** be readily available in a proper **filling** system. Names of Joint Committee members will not be used in the minutes except to record attendance.

QUOROM

L1.14 The Joint Committee shall have a quorum of **(50% + 1)** members present in order to conduct business. One Co-chairperson must be present in order to conduct business. If a Co-chairperson is absent, the other Co-chairperson will chair the meeting. The number of employer members shall not be greater **than** the number **of** worker members.

PAYMENT FOR ATTENDANCE AT MEETINGS

L1.15 All time spent in attendance at Joint Committee meetings or in activities relating to the function of the Joint Committee **will** be paid for at the member's current rate of pay or premium pay when applicable, for performing work, and the time spent is to be considered **as** time at work

Joint **Committee** members shall be allowed one hour of preparation time for **each** committee, or longer **as** the committee determine as necessary.

MEETING AGENDA

L1.16 The co-chairpersons will prepare **an** agenda and forward a copy of the agenda to all Joint **Committee** members at **least one** (1) week in advance of the meeting.

The Joint Committee may accept any item **as** proper for discussion and resolution pertaining to Health & Safety, except to amend, alter, subtract from or add to, any terms of the Collective Agreements. **All** items raised from the agenda in meetings **will** be dealt with on the basis of consensus rather than by voting. Formal motions will not be used.

All items that are resolved **will** be reported in the minutes. Unresolved items **will** be placed on the agenda for the next meeting. Items unresolved after three (3) meetings will be referred to a sub-committee struck for that purpose for resolution.

Failure to resolve the issue **will** result in an automatic referral to the Health & Safety **Advisory** Service of the **Ministry** of Labour.

GENERAL

L1.17 All employee will be encouraged to discuss their health **and** safety problems with their immediate supervisor and if **no** satisfactory resolution, then the appropriate sub-committee, before bringing it to the attention the Joint Committee.

65
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Joint Committee members will thoroughly investigate all complaints to get **all** the **facts** and will exchange these facts when searching for a resolution to the problem. All problem resolutions will be reported in the minutes.

Medical or trade secret information will be kept confidential by all Joint Committee members.

Any amendments, deletions or additions to these Guidelines must have the consensus of the total Joint Committee and shall be set out in **writing** and attached **as** an Appendix to these Guidelines.

APPENDIX "A"

JOINT OCCUPATIONAL HEALTH AND SAFETY SUB-COMMITTEES

1. Role of Sub-Committees

1. To conduct workplace inspections pursuant to the Occupational Health and Safety Act.
2. To review unresolved worker complaints on Occupational Health and Safety issues in the workplace.
3. To review accidents on non-critical injuries in the workplace including notification of Section 52 of the Act.

2. Frequency Meetings

Meeting will be held on a monthly basis. Minutes will be filled with the Co-chairs of the Joint Committee.

3. Co-chairs

A Management and Worker Co-chair will be appointed for each Sub-committee. The Worker Co-chair and the Management Co-chair of the Joint Committee will assume responsibility for ensuring that Co-chairs of the Sub-committees are designated.

4. Accountability

Sub-committees are accountable to the Joint Committee.

Laboratory/Research Sub-Committee

Worker representatives = 4 + 4 = Management Representatives

3 OPSEU - 1 Non-Union

- Clinical Laboratories
- Biochemistry
- Haematology
- Histocompatibility
- Immunology
- Microbiology
- Pathology
- Research

Allied Services Sub-Committee

Worker representatives = 4 + 4 = Management Representatives

- Admitting
- Occupational/Therapy
- Psychology
- Respiratory Therapy
- Speech/Language Pathology
- Chaplaincy
- Physiotherapy
- Radiology
- **Social Work**
- Pharmacy
- Medical Engineering
- Finance
- Medical Records
- Purchasing
- **Human Resources**
- Information System
- Telecommunications

Clinical Sub-Committee

Worker representatives = 4 + 4 = Management Representatives

2 ONA - 1 SEIU - 1 CUPE

- Medical **Units**
- **Surgical Units**
- **OR's**
- Recovery
- **ICU's**
- Emergency

Facilities Sub-Committee

Worker representatives = 4 + 4 = Management Representatives

3 CUPE - 1 UPGWA

- Plant/Maintenance
- Housekeeping
- Security
- Materials Management
- Nutrition

APPENDIX 1

HEALTH & SAFETY

The following are the geographic areas of the Toronto General Hospital for purposes of the Occupational Health and Safety Committee:

- 1) Eaton South, including Nursing **Units**, ICU's, Recovery Room.
- 2) Eaton North, including Ambulatory Care, CVIU, Radiology, Nuclear Medicine, SSU, Dentistry, **Family Practice**.
- 3) Norman Urquhart Wing, including Nursing **Units**, CSS, Operating and Recovery **Rooms**, Labour and Delivery, Medical Records, Labs.
- 4) Bell Wing, including Nursing Units, Nutrition (including Grand Round Pizza), Offices.
- 5) College Wing and Research, including CIU, Security, Service Departments occupying first to third **Floors**, Renal Engineering, **Human Resources**.
- 6) Mulock/Larkin and Gerrard Wing, including Finance, Medical Engineering, Oncology, Rehabilitative Medicine, Pharmacy, satellite haematology lab., offices, solvent garage, NMR, Emergency, Admitting.
- 7) Basement Area, including Central Stores, **Printing**, Linen, Respiratory Technology, isolated garbage area, compactor area, Histopathology, PCB storage areas, morgue.
- 8) Residence, including Fitness Centre, Public areas, and others.
- 9) Labs (ES 3, 4), including MORE, Autopsy, Parasitology, Haematology, Hemopathology, Radioimmunoassay, Biochemistry, and biochem research areas, glassware washing area.
- 10) Engineering, including shops, mechanical rooms, all heating and cooling plant areas, designate substance storage areas.

LETTER OF UNDERSTANDING 2

RE: TRANSFER OF SENIORITY AND SERVICE BETWEEN C.U.P.E. LOCALS 1744 AND 2001 BARGAINING UNITS AND VICE-VERSA WITHIN THE TORONTO HOSPITAL

L3.01 Employees transferring between the divisions of The Toronto Hospital will be allowed to have seniority and service portable from bargaining unit to **bargaining** unit under the following circumstances:

- .01) Transfer of Services
- .02) Subject to mutual agreement between the Union and the Hospital to minimize the adverse effects of a lay-off.
- .03) Filling of permanent vacant positions as per L3.02.

L3.02 Where there are no successful applicants to a permanent vacancy at the Division with the vacancy, employees from the other Division may be considered for **such** vacancy before **hiring** outside applicants.

L3.03 The Hospital agrees with respect to transfer of services from site to site that they will, where practical, provide the Union with not less than **sixty (60)** calendar days notice but not less than thirty **(30)** days.

The Hospital will meet with the Union to discuss such moves including:

- .01) The service affected.
- .02) The names and classifications of employees affected.
- .03) The mechanics of the move, including the timeframe.

L3.04 Some of the guidelines to be considered under Article L3.03 are as follows:

- .01) The provisions of the receiving Collective Agreement will be respected and adhered to.
- .02) Employees affected will be given the choice of moving with their service or being placed in a comparable vacant position at their existing site subject to their qualifications and indicated preferences. The Hospital, affected employee(s) and the Union will meet to review comparable vacant positions.

If no suitable comparable position is available, the employee(s) shall be able to exercise their seniority rights including lay-off **and** recall as per the Collective Agreement.

- .03) It is understood that employees will not be transferred from one Division to the other without their consent. in the event they elect to transfer, employees will have up to six (6) months to request a return to their forme; Division. The time of such return will be subject to a comparable vacancy being available and in accordance with the **job** posting selection criteria provisions under the respective Collective Agreement.
- .04) No transferring employee will suffer a reduction in wages **as a result** of a transfer.
- .05) The transferring employee will be enrolled in the receiving Division's benefits plans and waiting period will be waived.
- .06) An employee transferring from Western to General Division will have sick leave credits converted to a sick leave bank which shall be utilized to supplement payment for sick leave days under the General Division sick leave plan which would otherwise be at less than full wages. **Any** remaining sick leave bank credits thereafter shall be frozen and **subject to payout** on termination of employment in accordance **with** the provisions of Article 13.01 of the Western Division Collective Agreement.
- .07) An employee transferring **from** the General to the Western Division will continue to be covered by the HOODIP or equivalent sick leave plan.
- .08) All employees **will** retain their present level of vacation entitlement or change to that of the receiving Division, whichever is greater.
- .09) Any transferring employee who has not completed his/her probationary period at the transferring Division will complete the balance of the period required at the receiving Division. Those employees who have completed probation will not service a new probationary period.
- .10) When an employee's job is transferred to the other site, such position will not be posted pursuant to Article 16.01 of the Full-Time Collective Agreement, or Article 10.01 of the Part-Time Collective Agreement unless the employee refuses the transfers.
- .11) Employees shall not transfer nor be entitled to apply for a vacant position within the bargaining unit at the new site for six (6) months from the date of transfer to the new site, unless there are no qualified applicants at the new site.

LETTER OF UNDERSTANDING #3

VACATION ENTITLEMENT

This will confirm that for the duration of the Collective Agreement dated **April** 16, 1987, although not forming part thereof, the following understanding was reached by the parties.

Further to Article 21 - Vacation, the Hospital will endeavour to provide employees with earned vacation entitlement of three (3) or more weeks with three (3) consecutive weeks vacation time, subject to the need for the Hospital to operate in an efficient matter.

1/2/11

LETTER OF UNDERSTANDING #4

TOOL ALLOWANCE

For the purposes of this Collective Agreement, a current list of tools as amended **from** time to time will be available to those who qualify for such allowance under **Article 26.07**.

Such amended list will be provided to those concerned.

LETTER OF UNDERSTANDING #5

MEDICAL FILES

Letter of Understanding Regarding Medical Files.

Each employee shall have within the next business day, reasonable access to his/her medical file for **the** purpose of reviewing such file in the presence of the Director of Occupational Health or designate. **An** employee may request and receive a copy of specific medical **information** contained in this file.

LETTER OF UNDERSTANDING #6

EXTENDED SHIFTS

Where the Hospital and the Union agree, 11.25 hours **shifts** may be introduced by a majority vote of the Psychiatric Assistants in the unit.

Article 17.01(b) may be discontinued by a similar majority vote **at** any time after one year from the date of the first vote (in which case the change in hours would be affected within eight (8) weeks of the result of the vote). **During** such trial period or at any time thereafter, either party may terminate such extended **shifts** upon at least four (4) week's written notice to the other.

It **is** further understood, there are no additional costs to the Hospital in implementing extended **shift** schedules.

1. Hours of Work

A regular extended shift shall comprise 11.25 consecutive hours in any **24** period, (exclusive of meal times) and average seventy-five (75) hours during bi-weekly pay period. Each employee shall be allowed break periods totalling **45 minutes** without reduction of pay and without increasing the regular working hours.

2. Overtime

For extended **shift** purposes, overtime premium of **time** and one half (1-1/2), the regular straight time hourly rate will be paid for all authorized work performed in excess of 11.25 consecutive hours in any 24 hour period of 75 hours in a bi-weekly pay period.

3. Holidays

In accordance with Article 20 of the Full-time Collective Agreement, **an** employee will receive eleven (11) paid **lieu** days of seven and one half (7-1/2) hours and one (1) Anniversary day of seven and one half (7-1/2) hours.

Holiday pay, for an employee working extended tours, is defined as the amount of straight time hourly pay exclusive of shift premium which an employee would have received had he/she worked a normal shift on the holiday in question.

4. Vacations

Scheduling of vacations will be based upon vacation hours which will be determined by taking the normal vacation entitlement (Article 21) times seven and one half (7-1/2) hours per day; **e.g.** three (3) week entitlement totals (15 working days x 7-1/2 hours) 112.5 hours.

5. **Sick Leave Provisions**

Short term sick leave will be paid according to regular scheduled hours up to a total of **five** hundred and **sixty-two** and one-half (**562.5**) **hours**: i.e. **75 working days x 7.5** hours.

6. **Job Posting**

For a vacancy under Article 16.01, it will indicate that the particular job has extended **hours** (11.25 **hour** scheduled **shifts**). Successful applicants will **be** required to **work such** schedules.

The foregoing guidelines may not be all inclusive **and** may be subject to change or additions during the life of this collective agreement.

LETTER OF UNDERSTANDING #7

SINGLE SHIFT

Further to the recent negotiations between CUPE Local 2001 and the Hospital, an understanding **has** been reached affecting building operators working alone on the afternoon and night shifts. It is agreed that such operator will be provided with a one-half hour paid **meal** break.

SCHEDULE "A"

EFFECTIVE SEPTEMBER 29, 1989			EFFECTIVE SEPTEMBER, 1990	
<i>Job Level</i>	<i>Start</i>	<i>12 Months</i>	<i>Start</i>	<i>12 Months</i>
1	11.88	12.25	12.71	13.11
2	12.06	12.41	12.90	13.28
3	12.13	12.50	12.98	13.38
4	12.79	13.15	13.69	14.07
5	12.94	13.31	13.85	14.24
6	13.00	13.36	13.91	14.30
7	13.20	13.64	14.12	14.59
8	13.50	13.94	14.45	14.92
9	13.89	14.35	14.86	15.35
10	14.15	14.61	15.14	15.63
11	14.62	15.08	15.64	16.14
12	14.84	15.29	15.88	16.36
13	15.30	15.75	16.37	16.85
14	16.03	16.36	17.15	17.51
* 15	16.69	16.99	17.86	18.18
16	16.99	17.36	18.18	18.58
17 (See Article 26.15)				
18	12.86	---	13.76	---
19	13.27	13.71	14.20	14.73
20	13.87	14.32	14.84	15.32
21	13.27	13.71	14.27	14.73

* Additional \$0.12 per hour when a Carpenter is required to perform the work of a Cabinet Maker.

SCHEDULE "B"

JOB TITLE	JOB LEVEL	DEPARTMENT(S)
Aide	01	Emergency Nutrition Housekeeping <i>clinics</i> Ambulatory
Aide - O.R.	03	Operating Room
Central Supply Aide	03	Central Supply
Laundry General Helper	03	Laundry
Seamstress	03	Laundry
Storeperson	04	Stores and Receiving
Cleaner	04	Housekeeping
Compactor Operator	04	Housekeeping
Mail Sorter	04	Transportation
Porter	04	Central Supply Housekeeping Transportation Nutrition Pharmacy
Elevator Operator/Porter	05	Transportation
Baker's Helper	05	Nutrition
Butcher's Helper	05	Nutrition
Chef's Helper	05	Nutrition
Gardener's Labourer	07	Housekeeping
Lab Attendant	05	Lab
Lab Glass Washer	05	Lab
Lamp Cleaner	05	Maintenance
Laundry Sorter	05	Laundry
Surgical Equipment Attendant	05	Central Supply
Truck Driver	05	Transportation

JOB TITLE	JOB LEVEL	DEPARTMENT(S)
Hospital Assistant - 2nd	06	Radiology Clinics Emergency Admitting:
Housekeeping/Movers	06	Housekeeping:
Chef's Assistant	07	Nutrition
Glass Washer Section Head	07	Lab
Senior Sorter/Washer	07	Laundry
Sterilizer Operator	07	Central Supply
Maintenance Helper	08	Maintenance
Senior Mover/Dispatcher/Cleaner	08	Housekeeping
Maintenance Worker *	09	Maintenance
Senior Storeperson	09	Maintenance
Baker	10	Nutrition
Butcher	11	Nutrition
Gardener	11	Housekeeping
Maintenance Technician	11	Maintenance
Painter	14	Maintenance
Plasterer	14	Maintenance
Licensed Off-Set Printer	14	Printing
Carpenter	15	Maintenance
Mechanic	15	Maintenance
Spray Painter	15	Maintenance
Locksmith	15	Maintenance
Air Conditioning Mechanic	16	Maintenance
Licensed Electrician	16	Maintenance
Licensed Plumber	16	Maintenance
Licensed Steamfitter	16	Maintenance
Welder	16	Maintenance
Millwright	16	Maintenance

JOB TITLE	JOB LEVEL	DEPARTMENT(S)
Controls Technician	16	Maintenance
Lead Hand **	17	Engineering
Hospital Assistant - Trainee	18	Nursing
O.R. Attendant - Trainee	18	Nursing
Hospital Assistant - 1st	19	Nursing Emergency
O.R. Attendant - 1st	19	Nursing
Psychiatric	20	Emergency
Licensed Refrigeration Mechanic	16	Maintenance
* <i>and those designated as fire equipment service person</i>		
** <i>see Article 26.15</i>		