

*DRAFT #5 - NEW TERM 2001/2004*  
*LOCAL NEGOTIATIONS FOR THE ABOVE TERM STILL OUTSTANDING*

COLLECTIVE AGREEMENT

Between

UNIVERSITY HEALTH NETWORK – TORONTO WESTERN HOSPITAL  
(Hereinafter called the "Hospital")

And

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 5001  
(Hereinafter called the "Union")

**(FULL-TIME - CLERICAL)**

**Effective: September 29, 2001**  
**Expiry: September 28, 2004**

## TABLE OF CONTENTS

ARTICLE	PAGE NUMBER
<b>ARTICLE 1 - PREAMBLE</b> .....	6
1.01 Preamble.....	6
1.02 Feminine/Masculine Pronouns.....	6
<b>ARTICLE 2 - DEFINITIONS</b> .....	6
2.01 (a) Temporary Employee.....	6
<b>ARTICLE 3 - RELATIONSHIP</b> .....	7
3.01 No Discrimination.....	7
<b>ARTICLE 4 - STRIKES &amp; LOCKOUTS</b> .....	7
<b>ARTICLE 5 - UNION SECURITY</b> .....	7
5.01 T4 Slips.....	7
5.02 Notification to Union.....	7
5.03 Employee Interview.....	7
5.04 No Other Agreements.....	7
<b>ARTICLE 6 - UNION REPRESENTATION &amp; COMMITTEES</b> .....	8
6.01 Union Activity on Premises and/or Access to Premises.....	8
6.02 Labour-Management Committee.....	8
6.03 Local Bargaining Committee.....	8
6.04 Central Bargaining Committee.....	9
6.05 Union Stewards.....	9
6.06 Grievance Committee.....	10
<b>ARTICLE 7 - GRIEVANCE &amp; ARBITRATION PROCEDURE</b> .....	10
<b>ARTICLE 8 - ACCESS TO FILES</b> .....	13
8.01 Access to Personnel File.....	13
8.02 Clearing of Record.....	13
<b>ARTICLE 9 - SENIORITY</b> .....	13
9.01 Probationary Period.....	13
9.02 Definition of Seniority.....	13
9.03 Loss of Seniority.....	14
9.04 Effect of Absence.....	14
9.05 Job Posting.....	15
9.06 Transfer & Seniority Outside the Bargaining Unit.....	16
9.07 Transfer of Seniority & Service.....	16
9.08 Notice of Redeployment Committee.....	17
9.09 Layoff and Recall.....	19
9.10 Benefits on Layoff.....	20
9.11 Retraining.....	21
9.12 Separation Allowances.....	22
9.13 Portability of Service.....	22
9.14 Technological Change.....	22
<b>ARTICLE 10 - CONTRACTING OUT</b> .....	23
10.01 Contracting Out.....	23
10.03 Contracting In.....	23

ARTICLE	PAGE NUMBER
<b>ARTICLE 11 - WORK OF THE BARGAINING UNIT.....</b>	<b>23</b>
11.01 Work of the Bargaining Unit.....	23
11.02 Volunteers .....	23
<b>ARTICLE 12 - LEAVES OF ABSENCE .....</b>	<b>24</b>
12.01 Personal Leave.....	24
12.02 Union Business.....	24
12.03 (a) Full-Time Position with the Union .....	25
12.03 (b) Leave for OCHU President and Secretary-Treasurer .....	25
12.04 Bereavement Leave.....	26
12.05 Jury & Witness Duty.....	26
12.06 Pregnancy Leave .....	26
12.07 Parental Leave .....	27
12.08 Education Leave .....	29
12.09 Pre-Paid Leave Plan .....	29
<b>ARTICLE 13 - SICK LEAVE, INJURY &amp; DISABILITY.....</b>	<b>31</b>
13.01 HOODIP .....	31
13.02 Sick Leave .....	32
13.03 Injury Pay .....	33
13.04 Payroll Deduction for Union Sponsored.....	33
LTD Plan	
13.05 Payment Pending Determination of WCB Claims.....	33
<b>ARTICLE 14 - HOURS OF WORK .....</b>	<b>33</b>
14.01 Daily & Weekly Hours of Work .....	33
14.02 Rest Periods .....	34
14.03 Additional Rest Periods.....	34
<b>ARTICLE 15 - PREMIUM PAYMENT.....</b>	<b>34</b>
15.01 Definition of Regular Straight Time Rate of Pay.....	34
15.02 Definition of Overtime .....	34
15.03 Overtime Premium & No Pyramiding .....	34
15.04 Time Off in Lieu of Overtime.....	34
15.05 Reporting Pay .....	34
15.06 Call-Back.....	35
15.07 Standby.....	35
15.08 Temporary Transfer.....	35
15.09 Shift and Weekend Premium .....	35
<b>ARTICLE 16 - HOLIDAYS .....</b>	<b>36</b>
16.01 Number of Holidays .....	36
16.02 Definition of Holiday Pay & Qualifiers.....	36
16.03 Payment for Working on a Holiday .....	36
16.04 Payment for Working Overtime on a Holiday .....	36
<b>ARTICLE 17 - VACATIONS.....</b>	<b>37</b>
17.01 Full-Time Vacation Entitlement, Qualifiers.....	37
& Calculation of Payment	
17.02 Work During Vacation .....	37
17.03 Illness During Vacation.....	38
17.04 Bereavement During Vacation .....	38

ARTICLE	PAGE NUMBER
<b>ARTICLE 18 - HEALTH &amp; WELFARE</b> .....	38
18.01 Insured Benefits .....	38
18.02 Change of Carrier.....	39
18.03 (a) Pension.....	39
18.03 (b) Retirement Allowance.....	39
18.04 Union Education Allowance.....	40
<b>ARTICLE 19 - HEALTH &amp; SAFETY</b> .....	40
19.01 Health & Safety Committee .....	40
<b>ARTICLE 20 - COMPENSATION</b> .....	40
20.01 (a) Job Classification.....	40
20.01 (b) Job Descriptions .....	41
20.02 Assignment of Duties of Another Classification.....	41
20.03 Promotion to a Higher Classification.....	41
20.04 Wages & Classification Premiums .....	42
<b>ARTICLE 21 - HOSPITAL OPERATING PLAN</b> .....	42
<b>ARTICLE 22 - DURATION</b> .....	42
22.01 Term .....	42
22.02 Central Bargaining .....	42
<b>SIGNING PAGE</b> .....	43
<b>APPENDIX OF LOCAL ISSUES</b> .....	44
Appendix A - Management Rights.....	45
Appendix B - Recognition.....	45
Appendix C - Dues Deduction, Remittance and Lists .....	45
Appendix D - Seniority Lists .....	46
Appendix E - Sick Leave Administrative Provisions .....	46
Appendix F - Scheduling .....	47
Appendix G - Overtime.....	48
Appendix H - Holidays .....	48
Appendix I - Vacation.....	51
Appendix J - Bulletin Boards.....	51
Appendix K - Communication .....	51
Appendix L - Uniforms.....	52
Appendix M - General Provisions .....	52
Appendix N - Pay Day - Direct Deposit.....	52
Appendix O - Overtime Meal Allowance.....	53
Appendix P - Retroactivity .....	53
Appendix Q - Executive Board Leave.....	53
Appendix R - Union Representation and Committees .....	54
Appendix S - Access To Files .....	55
Appendix T - Job Posting .....	55
Appendix U - Sick Leave, Injury & Disability.....	56
Appendix V - Transfer To Lower Paying Classification .....	57
Appendix W - Wages and Classification Premium .....	57
Appendix X - Promotions and Transfers To Lead Hand Positions .....	57

ARTICLE	PAGE NUMBER
<b>LETTERS OF UNDERSTANDING</b>	
LETTER OF UNDERSTANDING NO. 1 RE: PENSION BENEFITS PAYMENTS .....	58
LETTER OF UNDERSTANDING NO. 2 RE: OPERATING AGREEMENT .....	59
LETTER OF UNDERSTANDING NO. 3 RE: MEDICAL FILES .....	61
LETTER OF UNDERSTANDING NO. 4 RE: VIOLENCE IN THE WORKPLACE .....	62
LETTER OF UNDERSTANDING NO. 5 RE: HEALTH AND SAFETY .....	63
Education Sub-Committee.....	69
Inspection Area/Schedule.....	70
LETTER OF UNDERSTANDING NO. 6 RE: MODIFIED WORK .....	71
LETTER OF UNDERSTANDING NO. 7 RE: FULL-TIME/PART-TIME EMPLOYEES.....	74
LETTER OF UNDERSTANDING NO. 8A RE: TRANSFER OF SENIORITY AND SERVICE.....	75
LETTER OF UNDERSTANDING NO. 8B RE: COMPLICATED RETURN TO WORK.....	77
LETTER OF UNDERSTANDING NO. 9 RE: PENSION AND EDUCATION.....	74
LETTER OF UNDERSTANDING NO. 10 RE: PROCEDURE TO BE USED IN CALCULATING THE SENIORITY OF EMPLOYEES HIRED ON THE SAME CALENDAR DAY .....	79
LETTER OF UNDERSTANDING NO. 11 RE: NOTICE OF A PROPOSED LAY-OFF OR ELIMINATION OF A POSITION OR REASSIGNMENT AND RETRAINING PROVISIONS OUTLINED IN ARTICLES 9.08(a), 9.08(b), 9.11 and 12.8.....	80
LETTER OF UNDERSTANDING NO. 12 RE: TRANSFER AND SENIORITY OUTSIDE BARBAINING UNIT (ARTICLE 9.06) .....	81
<b>LETTERS OF INTENT</b>	
LETTER OF INTENT #1.....	83
LETTER OF INTENT #2 RE: JOINT BENEFITS REVIEW COMMITTEE.....	84
LETTER OF INTENT #3 RE: EXTENDED TOURS .....	85
LETTER OF INTENT #4 RE: UTILIZATION SPACE .....	86
LETTER OF INTENT #5 RE: GUIDELINES FOR THE PROJECT TEAM.....	87
LETTER OF INTENT #6 RE: CONSTANT CARE .....	88
LETTER OF INTENT #7 RE: TRAINING ALLOWANCE .....	89
WAGE RATES .....	90

## ARTICLE 1 - PREAMBLE

### 1.01 Preamble

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

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

### 1.02 Feminine/Masculine Pronouns

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

## ARTICLE 2 - DEFINITIONS

### 2.01 (a) Temporary Employee

Employees may be hired for a specific term not to exceed six (6) months, to replace an employee who will be on approved leave of absence, absence due to *WSIB* disability, sick leave, long term disability or to perform a special non-recurring task. This term may be extended a further six (6) months on mutual agreement of the Union, employee and Hospital or by the Hospital on its own up to twelve (12) months where the leave of the person being replaced extends that far. The period of employment of such persons will not exceed the absentee's leave. The release or discharge of such persons shall not be the subject of a grievance or arbitration.

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

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

- (b) 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 such 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.

- (c) 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 prorated accordingly (no pyramiding).

## ARTICLE 3 - RELATIONSHIP

### 3.01 No Discrimination

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

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

## **ARTICLE 4 - STRIKES & LOCKOUTS**

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

## **ARTICLE 5 - UNION SECURITY**

### 5.01 T4 Slips

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

### 5.02 Notification to Union

The Hospital will provide the union with a list, monthly of all hirings, lay-offs, recalls, 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.

### 5.03 Employee Interview

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

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

### 5.04 No Other Agreements

No employee shall be required or permitted to make any written or verbal agreement with the Hospital or its representative(s), which conflicts with the terms of this agreement. No individual employee or group of employees shall undertake to represent the union at meetings with the Hospital without proper authorization from the union.

## **ARTICLE 6 - UNION REPRESENTATION AND COMMITTEES**

6.01 Union Activity on Premises and/or Access to Premises

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

6.02 Labour-Management Committee

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

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

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

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

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

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

Where two or more agreements exist between a Hospital and CUPE the Committee may be a joint one representing employees under both agreements, unless otherwise agreed. {Refer to Appendix R(f)}.

6.03 Local Bargaining Committee

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

When direct negotiations begin or end within ten (10) hours of a negotiating team member's scheduled shift, the Hospital will endeavour to provide a one day's leave of absence without pay, to provide a sufficient rest break if the employee so requests. Such request shall not be unreasonably denied. Such leave shall be considered leave of absence for union business, but shall not be deducted from the Union entitlement under Article 12.02.

6.04 Central Bargaining Committee

(a) In central bargaining between the Canadian Union of Public Employees and the participating hospitals, an employee serving on the Union's Central Negotiating

Committee shall be paid for time lost from his normal straight time working hours at his regular rate of pay and without loss of leave credits for attending central negotiating meetings with the Hospitals' Central Negotiating Committee in direct negotiations up to the point of arbitration. Upon reference to arbitration, the Negotiating Committee members shall receive unpaid time off for the purpose of attending arbitration hearings.

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

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

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

#### 6.05 Union Stewards

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

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

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

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

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

The number of stewards and the areas, which they represent, are to be determined locally as set out in Local Appendix "R" (b).

#### 6.06 Grievance Committee

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

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

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

## **ARTICLE 7 - GRIEVANCE AND ARBITRATION PROCEDURE**

- 7.01 For purposes of this Agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of the Agreement including any question as to whether a matter is arbitrable.
- 7.02 At the time formal discipline is imposed or at any stage of the grievance procedure, an employee shall have the right upon request to the presence of his/her steward. In the case of suspension or discharge the Hospital shall notify the employee of this right in advance.
- 7.03 It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible, and it is understood that an employee has no grievance until he has first given his immediate supervisor the opportunity of adjusting his complaint. The grievor may have the assistance of a union steward if he or she so desires. Such complaint shall be discussed with his immediate supervisor within nine (9) calendar days after the circumstances giving rise to it have occurred or ought reasonably to have come to the attention of the employee and failing settlement within nine (9) calendar days, it shall then be taken up as a grievance within nine (9) calendar days following advice of his immediate supervisor's decision in the following manner and sequence:

### Step No. 1

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

### Step No. 2

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

- 7.04 A complaint or grievance arising directly between the Hospital and the Union concerning the interpretation, application or alleged violation of the Agreement shall be originated at Step No. 2 within fourteen (14) calendar days following the circumstances giving rise to the complaint or grievance. It is expressly understood, however, that the provisions of this

Article may not be used with respect to a grievance directly affecting an employee which such employee could himself institute and the regular grievance procedure shall not be thereby bypassed.

- 7.05 Where a number of employees have identical grievances and each employee would be entitled to grieve separately they may present a group grievance in writing identifying each employee who is grieving to the Department Head or his designee within fourteen (14) calendar days after the circumstances giving rise to the grievance have occurred or ought reasonably to have come to the attention of the employee(s). The grievance shall then be treated as being initiated at Step No. 2 and the applicable provisions of this Article shall then apply with respect to the processing of such grievance.
- 7.06 The release or discharge of an employee during the probationary period shall not be the subject of a grievance or arbitration. A claim by an employee who has completed his probationary period that he has been unjustly discharged or suspended shall be treated as a grievance if a written statement of such grievance is lodged by the employee with the Hospital at Step No. 2 within seven (7) calendar days after the date the discharge or suspension is effected. Such special grievance may be settled under the Grievance or Arbitration Procedure by:
- (a) confirming the Hospital's action in dismissing the employee; or
  - (b) reinstating the employee with or without full compensation for the time lost; or
  - (c) by any other arrangement which may be deemed just and equitable.

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

- 7.07 (a) Failing settlement under the foregoing procedure of any grievance between the parties arising from the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, such grievance may be submitted to arbitration as hereinafter provided. If no written request for arbitration is received within eighteen (18) calendar days after the decision under Step No. 2 is given, the grievance shall be deemed to have abandoned. Where such a written request is postmarked within sixteen (16) calendar days after the decision under Step No. 2, it will be deemed to have been received within the time limits.
- (b) The parties agree that it is their intent to resolve grievances without recourse to arbitration, wherever possible. Therefore, notwithstanding (a) above, the parties may, upon mutual agreement, engage the services of a mediator in an effort to resolve the grievance and may extend the time limits for the request for arbitration. The parties will share equally the fees and expenses, if any, of the mediator.
- 7.08 All agreements reached under the Grievance Procedure between the representatives of the Hospital and the representatives of the Union will be final and binding upon the Hospital and the Union and the employees.
- 7.09 When either party requests that any matter be submitted to arbitration as provided in the foregoing Article, it shall make such request in writing addressed to the other party of this Agreement, and at the same time name a nominee. Within seven (7) calendar days thereafter the other party shall name a nominee, provided, however, that if such party fails to name a nominee as herein required, the Minister of Labour for the Province of Ontario shall have power to effect such appointment upon application thereto by the party invoking Arbitration Procedure. The two nominees shall attempt to select by agreement a chairman of the Arbitration Board. If they are unable to agree upon such a chairman within a period

of fourteen (14) calendar days, they shall then request the Minister of Labour for the Province of Ontario to appoint a chairman.

- 7.10 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 7.11 No matter may be submitted to arbitration, which has not been properly carried through all requisite steps of the Grievance Procedure.
- 7.12 The Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to or amend any part of this Agreement.
- 7.13 The proceedings of the Arbitration Board will be expedited by the parties hereto and the decision of the majority and, where there is no majority the decision of the chairman will be final and binding upon the parties hereto and the employee or employees concerned.
- 7.14 Each of the parties hereto will bear the expense of the nominee appointed by it and the parties will share equally the fees and expenses, if any, of the chairman of the Arbitration Board.
- 7.15 The time limits set out in the Grievance and Arbitration Procedures herein are mandatory and failure to comply strictly with such time limits except by the written agreement of the parties, shall result in the grievance being deemed to have been abandoned subject only to the provisions of Section 44 (6) of The Labour Relations Act.
- 7.15 Wherever Arbitration Board is referred to in the Agreement, the parties may mutually agree in writing to substitute a single arbitrator for the Arbitration Board at the time of reference to arbitration and the other provisions referring to Arbitration Board shall appropriately apply.

## ARTICLE 8 - ACCESS TO FILES

### 8.01 Access to Personnel File

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

### 8.02 Clearing of Record

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

## ARTICLE 9 - SENIORITY

### 9.01 Probationary Period

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

### 9.02 Definition of Seniority

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

Seniority will operate on a bargaining unit wide basis.

Notwithstanding the above, employees hired prior to October 10, 1986 will be credited with the seniority they held under the Agreement expiring September 28, 1985 and will thereafter accumulate seniority in accordance with this Article.

Effective January 1, 2002, notwithstanding the above, a part-time employee cannot accrue more than one year's seniority in a twelve (12) month period. The twelve (12) month period shall be determined locally.

**Implementation Note:** The start date of the initial twelve (12) month period shall commence no earlier than January 1, 2002 but may be substituted by a later date within the calendar year where the parties agree.

### 9.03 Loss of Seniority

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

he:

- (a) resigns;
- (b) is discharged and not reinstated through the grievance/arbitration procedure;
- (c) is retired;
- (d) is absent from scheduled work for a period of three (3) or more consecutive working days without notifying the Hospital of such absence and providing to the Hospital a satisfactory reason;
- (e) has been laid off for twenty-four (24) months;
- (f) if the employee has been laid off and fails to return to work within seven (7) calendar days after that employee has been notified by the Hospital through registered mail addressed to the last address on the records of the Hospital, subject to any special provisions regarding temporary vacancies noted under the heading of Layoff and Recall;

#### 9.04 Effect of Absence

Unless otherwise provided in the Collective Agreement:

- (a) It is understood that during an approved unpaid absence not exceeding thirty (30) continuous days or any approved absence paid by the Hospital, both seniority and service will accrue.
- (b) During an unpaid absence exceeding thirty (30) continuous calendar days, credit for service for purposes of salary increment, vacation, sick leave, or any other benefits under any provisions of the Collective Agreement or elsewhere, shall be suspended for the period of the absence in excess of thirty (30) continuous calendar days, the benefits concerned appropriately reduced on a pro rata basis and the employee's anniversary date adjusted accordingly. In addition, the employee will become responsible for full payment of any subsidized employee benefits in which he/she is participating for the period of absence, except that the Hospital will continue to pay its share of the premiums up to eighteen (18) months while an employee is in receipt of WSIB benefits.

Effective September 29, 2002, the Hospital will continue to pay its share of the premiums up to thirty (30) months while an employee is in receipt of WSIB benefits. Such payment shall also continue while an employee is on sick leave (including the Employment Insurance Period) to a maximum of thirty (30) months from the time the absence commenced.

Notwithstanding this provision, service shall accrue for a period of fifteen (15) weeks if an employee's absence is due to a disability resulting in WSIB benefits.

- (c) It is further understood that during such unpaid absence, credit for seniority for purposes of promotion, demotion, transfer or lay-off shall be suspended and not accrue during the period of absence. Notwithstanding this provision seniority shall accrue for a period of eighteen (18) months if an employee's absence is due to a disability resulting in WSIB benefits\*, or for a period of one (1) year if an employee's unpaid absence is due to an illness.

Effective September 29, 2002, part-time employees shall accrue seniority for a period of thirty (30) months and service for a period of fifteen (15) weeks if absent due to a disability resulting in WSIB benefits, on the basis of what the employee's normal regular hours of work would have been.

**\*Note:** Add the words "or L.T.D. benefits" only in agreements providing L.T.D. benefits.

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

#### 9.05 Job Posting (See Appendix "T")

Where a permanent vacancy occurs in a classification within the bargaining unit or a new position within the bargaining unit is established by the Hospital, such vacancy shall be posted for a period of seven (7) consecutive calendar days. Applications for such vacancy shall be made in writing within the seven (7) day period referred to herein.

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

Vacancies created by the filling of an initial permanent vacancy will be posted for a period of three (3) consecutive calendar days, excluding Saturdays, Sundays and Holidays. Applications for such vacancies shall be made in writing within the three (3) day period referred to herein.

In matters of promotion and staff transfer appointment shall be made of the senior applicant able to meet the normal requirements of the job. Successful employees need not be considered for other vacancies within a six (6) month period unless an opportunity arises which allows the employee to change his or her permanent status.

The name of the successful applicant will be posted on the bulletin board for a period of seven (7) calendar days.

Where there are no successful applicants from within this bargaining unit for vacant positions referred to in this Article, employees in other CUPE bargaining units at the Hospital will be selected in accordance with the criteria for selection above, prior to considering persons who are not members of CUPE bargaining units at the Hospital. The employees eligible for consideration shall be limited to those employees who have applied for the position in accordance with this Article, and selection shall be made in accordance with this Article. (Refer to Appendix T.2).

The successful applicant shall be allowed a trial period of up to thirty (30) days, during which the Hospital will determine if the employee can satisfactorily perform the job. Within this period the employee may voluntarily return, or be returned by the Hospital to the position formerly occupied, without loss of seniority. The vacancy resulting from the posting may be filled on a temporary basis until the trial period is completed.

A list of vacancies filled in the preceding month under this Article and the names of the successful applicants will be posted, with a copy provided to the union."

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

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

- (b) An employee who is transferred to a position outside the bargaining unit shall not, subject to (c) below, accumulate seniority. In the event the employee is returned by the Hospital to a position in the bargaining unit within twenty-four (24) months of the transfer he or she shall be credited with the seniority held at the time of transfer and resume accumulation from the date of his or her return to the bargaining unit. An employee not returned to the bargaining unit within 24 months shall forfeit bargaining unit seniority.
- (c) In the event an employee transferred out of the bargaining unit under (b) above is returned to the bargaining unit within a period of six (6) calendar months, he shall accumulate seniority during the period of time outside the bargaining unit.

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

#### 9.07 Transfer of Seniority and Service

Effective August 8, 1984 and for employees who transfer subsequent to August 8, 1994.

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

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

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

The above amendments will be effective for any transfer that occurs 90 days after October 31, 2001.

#### 9.08 Notice and Redeployment Committee

- (a) Notice

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

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

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

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

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

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

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

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

- (i) Committee Mandate

The mandate of the Redeployment Committee is to:

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

- (a) within the bargaining unit; or
  - (b) within another CUPE bargaining unit; or
  - (c) not covered by a collective agreement.
- (3) Identify the retraining needs of workers and facilitate such training for workers who are, or would otherwise be, laid off.
  - (4) Subject to article 9.11, the Hospital will award vacant positions to employees who are, or would otherwise be laid off, in order of seniority if, with the benefit of up to six (6) months retraining, an employee has become able to meet the normal requirements of the job.
  - (5) Any dispute relating to the foregoing procedures may be filed as a grievance commencing at Step 3.

(ii) Committee Composition

The Redeployment Committee shall be comprised of equal numbers of representatives of the Hospital and of the Union. The number of representatives will be determined locally. Where for the purposes of HTAP (the Ontario Hospital Training and Adjustment Panel) there is another hospital-wide staffing and redeployment committee created or in existence, Union members of the Redeployment Committee shall serve on any such hospital-wide staffing committee established with the same or similar terms of reference, and the number of Union members on such committee will be proportionate to the number of its bargaining unit members at the particular Hospital in relation to other staff groups.

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

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

(iii) Disclosure

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

(iv) Alternatives

The Redeployment Committee, or where there is no consensus, the committee members shall propose alternatives to cutbacks in staffing to the Hospital's Chief Executive Officer and to the Board of Directors. At the time of submitting any plan concerning rationalization of services and involving the elimination of any position(s) or any layoff(s) to the District Health Council or to the Ministry of Health, the Hospital shall provide a copy, together with accompanying documentation, to the Union.

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

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

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

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

In the event that there are no employees with lesser seniority in the same or a lower or identical-paying classification, as defined in this article, a laid-off employee shall have the right to displace another employee with lesser seniority who is the least senior employee in the classification and where the straight-time hourly rate at the level of service corresponding to that of the employee is within 7% of the laid-off employee's straight-time hourly rate.

An employee who is subject to layoff other than a layoff of a permanent or long-term nature including a full time employee whose hours of work are, subject to Article 14.01, reduced, shall have the right to accept the layoff or displace another employee in accordance with (a) and (d) above.

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

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

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

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

The Hospital shall notify the employee of recall opportunity by registered mail, addressed to the last address on record with the Hospital (which 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 layoff shall be given preference for temporary vacancies, which are expected to exceed ten (10) working days. An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on layoff.

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

In the event of a layoff of an employee, the Hospital shall pay its share of insured benefits premiums for the duration of the five-month notice period provided for in Article 9.08.

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.

#### 9.10 Benefits on Layoff

In the event of a lay-off of an employee, the Hospital shall pay its share of insured benefits premiums up to the end of the month in which the lay-off occurs.

The employee may, if possible under the terms and conditions of the insurance benefits programs, continue to pay the full premium cost of a benefit or benefits for up to three (3) months following the end of the month in which the lay-off occurs. Such payment can be made through the payroll office of the Hospital provided that the employee informs the Hospital of his or her intent to do so at the time of the lay-off, and arranges with the Hospital the appropriate payment schedule.

#### 9.11 Retraining

##### (a) Retraining for Positions within the Hospital

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

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

- (iii) Apart from any on-the-job training offered by the Hospital, any employee subject to layoff who may require a leave of absence to undertake retraining in accordance with the foregoing shall be granted an unpaid leave of absence which shall not exceed six (6) months.
- (iv) Laid-off employees who are approved for retraining in order to qualify for a vacant position within the Hospital will continue to receive insured benefits.

(b) Placement

Upon successful completion of his or her training period, the Hospital and the Union undertake to waive any restrictions, which might otherwise apply, and the employee will be placed in the job identified in 9.11(a)(i).

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

(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.

9.12 Separation Allowances

- (a) Where an employee resigns within 30 days after receiving notice of layoff pursuant to article 9.08(a)(ii) that his or her position will be eliminated, he or she shall be entitled to a separation allowance of two (2) weeks' salary for each year of continuous service to a maximum of 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 30 days after receiving notice pursuant to Article 9.08(a)(ii) that his or her position will be eliminated, he or she shall be entitled to a separation allowance of four (4) weeks' salary, and, on production of receipts from an approved educational program, within twelve (12) months of resignation, may be reimbursed for tuition fees up to a maximum of one thousand two hundred and fifty (\$1,250) dollars.

9.13 Portability of Service

An employee hired by the Hospital with recent and related experience may claim consideration for such experience at the time of hiring on a form to be supplied by the

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

#### 9.14 Technological Change

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

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

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

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

## **ARTICLE 10 - CONTRACTING OUT**

#### 10.01 Contracting Out

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

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

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

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

### 10.03 Contracting In

Further to Article 9.08(d)(i)(1) the parties agree that the Redeployment Committee will immediately undertake a review of any existing sub-contract work which would otherwise be bargaining unit work and which may be subject to expiry and open for renegotiation within six (6) months with a view to assessing the practicality and cost-effectiveness of having such work performed within the Hospital by members of the bargaining unit.

## **ARTICLE 11 - WORK OF THE BARGAINING UNIT**

### 11.01 Work of the Bargaining Unit

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

### 11.02 Volunteers

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

Effective October 1, 1990, the Hospital shall submit to the Union figures indicating the number of volunteers as of September 20, 1990. Thereafter, the Hospital shall submit to the Union, at three (3) month intervals, the number of volunteers for the current month and the number of hours worked.

## **ARTICLE 12 - LEAVES OF ABSENCE**

### 12.01 Personal Leave

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

### 12.02 (a) Union Business

The Hospital shall grant leave of absence without pay to employees to attend Union conventions, seminars, education classes and other Union business in connection with the administration of the collective agreement provided that such leave will not interfere with the efficient operation of the Hospital. Such leave will not be unreasonably denied.

In requesting such leave of absence for an employee or employees, the Union must give at least twenty-one (21) days clear notice in writing to the Hospital, unless not reasonably possible to give such notice.

The cumulative total leave of absence, the number of employees that may be absent at any one time from any one area, and the number of days of absence

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

Notwithstanding the above, time spent by the eight (8) Executive Board members of the Ontario Council of Hospital Unions to fulfill the duties of the position shall be in addition to leave for Union Business under this clause.

Part-time and casual employees will be given full credit for seniority purposes for regularly scheduled hours missed in accordance with this provision.

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

#### 12.03 (a) Full-Time Position with the Union

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

Seniority shall accumulate for employees during such leave on the basis of what his normal regular hours of work would have been. Service shall accumulate for employees during such leave to the maximum provided, if any, under the provisions of the collective agreement. It will become the responsibility of the employee for full payment of any applicable benefits in which the employee is participating during such leave of absence.

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

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

#### (b) Leave for OCHU President and Secretary-Treasurer

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

shall be deemed to be an employee of the Union.

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

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

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

#### 12.04 Bereavement Leave

Any employee who notifies the Hospital as soon as possible following a bereavement will be granted bereavement leave for three (3) consecutive working days off without loss of regular pay from regularly scheduled hours in conjunction with the death of the spouse, child, parent, sister, brother, mother-in-law, father-in-law, grandparent, grandchild, brother-in-law, sister-in-law or grandparent of spouse. The Hospital, in its discretion, may extend such leave with or without pay. Where an employee does not qualify under the above-noted conditions, the Hospital may, nonetheless, grant a paid bereavement leave. For the purpose of bereavement leave, the relationships specified in the preceding clause are deemed to include a common-law spouse and a partner of the same sex.

#### 12.05 Jury & Witness Duty

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

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

In addition to the foregoing, where a full-time employee is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the employee's duties at the Hospital on his regularly scheduled day off, the Hospital will attempt to reschedule the employee's regular day off. Where the employee's attendance is required during a different shift than he is scheduled to work that day, the Hospital will attempt to

reschedule the shift to include the time spent at such hearing. It is understood that any rescheduling shall not result in the payment of any premium pay.

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

#### 12.06 Pregnancy Leave

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

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

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

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

- (e) Credits for service and seniority shall accumulate for a period of up to seventeen (17) weeks while an employee is on pregnancy leave.
- (f) The Hospital will continue to pay its share of the contributions of the subsidized employee benefits, including pension, in which the employee is participating for a

period of up to seventeen (17) weeks while the employee is on pregnancy leave.

- (g) Subject to any changes to the employee's status which would have occurred had she not been on pregnancy leave, the employee shall be reinstated to her former duties, on the same shift in the same department, and at the same rate of pay.

#### 12.07 Parental Leave

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

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

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

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

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

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

period of the leave while waiting to receive Employment Insurance benefits.

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

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

#### 12.08 Education Leave

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

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

Subject to operational requirements, the Hospital will make every reasonable effort to grant requests for necessary changes to an employee's schedule to enable attendance at a recognized up-grading course or seminar related to employment with the Hospital.

#### 12.09 Pre-Paid Leave Plan

Effective March 31, 1993, the Hospital agrees to introduce a pre-paid leave program, funded solely by the employee subject to the following terms and conditions:

- (a) The plan is available to employees wishing to spread four (4) years' salary over a five (5) year period, in accordance with Part LXVIII of the Income Tax Regulations, Section 6801, to enable them to take a one (1) year leave of absence following the four (4) years of salary deferral.
- (b) The employee must make written application to the Hospital at least six (6) months prior to the intended commencement date of the program (i.e. the salary deferral portion), stating the intended purpose of the leave.
- (c) The number of employees that may be absent at any one time shall be determined between the local parties. The year for purposes of the program shall be September 1 of one year to August 31 the following year or such other twelve (12) month period as may be agreed upon by the employee, the local Union and the Hospital.

- (d) Where there are more applications than spaces allotted, seniority shall govern.
- (e) During the four (4) years of salary deferral, 20% of the employee's gross annual earnings will be deducted and held for the employee and will not be accessible to the employee until the year of the leave or upon withdrawal from the plan.
- (f) The manner in which the deferred salary is held shall be at the discretion of the Hospital.
- (g) All deferred salary, plus accrued interest, if any, shall be paid to the employee at the commencement of the leave or in accordance with such other payment schedule as may be agreed upon between the Hospital and the employee.
- (h) All benefits shall be kept whole during the four (4) years of salary deferral. During the year of the leave, seniority will accumulate. Service for the purpose of vacation and salary progression and other benefits will be retained but will not accumulate during the period of leave. The employee shall become responsible for the full payment of premiums for any health and welfare benefits in which the employee is participating. Contributions to the Hospitals of Ontario Pension Plan will be in accordance with the Plan. The employee will not be eligible to participate in the disability income plan during the year of the leave.
- (i) An employee may withdraw from the plan at any time during the deferral portion provided three (3) months' notice is given to the Hospital. Deferred salary, plus accrued interest, if any, will be returned to the employee within a reasonable period of time.
- (j) If the employee terminates employment, the deferred salary held by the Hospital plus accrued interest, if any, will be returned to the employee within a reasonable period of time. In case of the employee's death, the funds will be paid to the employee's estate.
- (k) The Hospital will endeavour to find a temporary replacement for the employee as far in advance as practicable. If the Hospital is unable to find a suitable replacement, it may postpone the leave. The Hospital will give the employee as much notice as is reasonably possible. The employee will have the option of remaining in the Plan and rearranging the leave at a mutually agreeable time or of withdrawing from the Plan and having the deferred salary, plus accrued interest, if any, paid out to the employee within a reasonable period of time.
- (l) The employee will be reinstated to his or her former position unless the position has been discontinued, in which case the employee shall be given a comparable job.
- (m) Final approval for entry into the pre-paid leave program will be subject to the employee entering into a formal agreement with the Hospital in order to authorize the Hospital to make the appropriate deductions from the employee's pay. Such agreement will include:
  - (i) A statement that the employee is entering the pre-paid leave program in accordance with this Article of the collective agreement.
  - (ii) The period of salary deferral and the period for which the leave is requested.
  - (iii) The manner in which the deferred salary is to be held.

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

## **ARTICLE 13 - SICK LEAVE, INJURY & DISABILITY**

### 13.01 HOODIP

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

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

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

- b) Effective the first of the month following the transfer all existing sick leave plans in the affected Hospitals shall be terminated and any provisions relating to such plans shall be null and void under the respective Collective Agreements except as to those provisions relating to pay-out of unused sick leave benefits which are specifically dealt with hereinafter.

- c) Existing sick leave credits for each employee shall be converted to a sick leave bank to the credit of the employee. The "sick leave bank" shall be utilized to:

- (i) supplement payment for lost straight time wages on sick leave days under the new program which would otherwise be at less than full wages or no wages and,
- (ii) where a pay-out provision existed under the former sick leave plan in the Collective Agreement, pay-out on termination of employment shall be that portion of any unused sick leave days under the former conditions relating to pay-out.
- (iii) where, as of the effective date of transfer, an employee does not have the required service to qualify for pay-out on termination, his existing sick leave credits as of that date shall nevertheless be converted to a sick leave bank

in accordance with the foregoing and he shall be entitled, on termination, to that portion of any unused sick leave days providing he subsequently achieves the necessary service to qualify him for pay-out under the conditions relating to such pay-out.

- (iv) an employee who, as of the effective date of transfer, has accumulated sick leave credits and is prevented from working for the Hospital on account of an occupational illness or accident that is recognized by the Workplace Safety & Insurance Board as compensable within the meaning of the *Workplace Safety & Insurance Act*, the Hospital, on application from the employee will supplement the award made by the Workplace Safety & Insurance Board for loss of wages to the employee by such amount that the award of the Workplace Safety & Insurance Board for loss of wages, together with the supplementation of the Hospital, will equal 100% of the employee's net earnings, to the limit of the employee's accumulated sick leave credits.
- d) There shall be no pay deduction from an employee's regular scheduled shift when an employee has completed any portion of the shift prior to going on sick leave benefits or WSIB benefits.
- e) The Hospital further agrees to pay employees an amount equal to any loss of benefits under HOODIP for the first two (2) days of the fourth and subsequent period of absence in any calendar year.
- f) Any dispute, which may arise concerning an employee's entitlement to any benefits referred to in Article 13.01, including HOODIP and equivalents, may be subject to the grievance and arbitration under the provisions of this collective agreement.  
  
The union agrees that it will encourage an employee to utilize the Medical Appeals Process provided under the plan, if any, to resolve disputes.
- g) A copy of the current HOODIP plan text or, where applicable, the master policy of the current HOODIP equivalent shall be provided to the Union.
- h) The Hospital shall pay the full cost of any medical certificate required of an employee.
- i) The short-term sick leave plan shall be registered with the Employment Insurance Commission (EIC). The employee's share of the employer's unemployment insurance premium reduction will be retained by the Hospital towards offsetting the cost of the benefit improvements contained in this agreement.

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

### 13.02 Sick Leave

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

Where an employee is prevented from working for the Hospital on account of an

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

#### 13.03 Injury Pay

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

#### 13.04 Payroll Deduction for Union Sponsored LTD Plan

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

The Hospital will provide payroll deduction for the union-sponsored LTD plan where a majority of those eligible in the bargaining unit indicate a willingness to have the premium cost deducted from their wages. The Union shall be responsible for ascertaining the wishes of its members in this regard.

#### 13.05 Payment Pending Determination of WSIB Claims

An employee who is absent from work as a result of an illness or injury sustained at work and who has been awaiting approval of claim for WSIB benefits for a period longer than one complete pay period may apply to the Hospital for payment equivalent to the lesser of the benefit she would receive from WSIB benefits if her claim was approved, or the benefit to which she would be entitled under the short term sick leave plan. Payment will be provided only if the employee provides evidence of disability satisfactory to the Hospital and a written undertaking satisfactory to the Hospital that any payments will be refunded to the Hospital following final determination of the claim by the Workplace Safety & Insurance Board. If the claim for WSIB benefits is not approved, the monies paid, as an advance will be applied towards the benefits to which the employee would be entitled under the short-term sick leave plan. Any payment under this provision will continue for a maximum of fifteen (15) weeks.

## **ARTICLE 14 - HOURS OF WORK**

#### 14.01 Daily & Weekly Hours of Work

- (a) The regular work day will consist of seven and one-half (7 1/2) hours (exclusive of one-half (1/2) hour unpaid meal break), and the regular work week will consist of thirty-seven and one-half (37 1/2) hours which may, at the discretion of the Hospital, be averaged over a two (2) week period so that employees will normally work seventy-five (75) hours in the said two (2) period.

The meal period shall be an uninterrupted period except in cases of emergency.

#### 14.02 Rest Periods

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

#### 14.03 Additional Rest Periods

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

**Note:** See also Appendix "F".

## **ARTICLE 15 - PREMIUM PAYMENT**

#### 15.01 Definition of Regular Straight Time Rate of Pay

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

#### 15.02 Definition of Overtime

Overtime will be paid for hours worked in excess of seven and one-half (7 1/2) hours in a shift or seventy-five (75) hours worked in a two (2) week pay period, but not both.

#### 15.03 Overtime Premium and No Pyramiding

The overtime rate shall be time and one-half (1-1/2) the employee's straight-time hourly rate.

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 workweek and also as hours for which the overtime premium is paid.

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

#### 15.04 Time Off in Lieu of Overtime

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

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

#### 15.05 Reporting Pay

Employees who report for any scheduled shift will be guaranteed at least four (4) hours of work, or if no work is available will be paid at least four (4) hours except when work is not available due to conditions beyond the control of the Hospital. The reporting allowance outlined as herein shall not apply whenever an employee has received prior notice not to report for work. Part-time employees scheduled to work less than seven and one-half (7-1/2) hours per day will receive a pro-rated amount of reporting pay.

#### 15.06 Call-Back

Where employees are called back to work after having completed a regular shift, and prior to the commencement of their next regular shift, they shall receive a minimum of four (4) hours of work or four (4) hours pay at the rate of time and one-half (1-1/2) their regular hourly earnings. Superior provisions shall remain.

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.

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

#### 15.07 Standby

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

In 2<sup>nd</sup> year of current term of collective agreement (effective September 29, 2001 to September 28, 2004): Increase to \$2.50 in 2<sup>nd</sup> year.

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

#### 15.08 Temporary Transfer

Where an employee is assigned temporarily to perform the duties and assume the responsibilities of a higher paying position in the bargaining unit for a period in excess of one-half (1/2) of a shift, he shall be paid the rate in the higher salary range immediately above his current rate from the commencement of the shift on which he was assigned the job.

Where a Hospital temporarily assigns an employee to carry out the assigned responsibilities of a classification outside the bargaining unit for a period in excess of one-half (1/2) of one shift, the employee shall receive an allowance of \$4.00 for each shift from the time of the assignment.

#### 15.09 Shift and Weekend Premium

Employees shall be paid a shift premium of fifty-five cents (55¢) per hour for all hours worked where the majority of their scheduled hours fall between 1500 and 0700 hours. The same fifty-five (55¢) per hour will be paid as weekend premium for all hours worked between 2400 hours Friday and 2400 hours Sunday, or such other 48-hour period as may be agreed upon by the local parties.

**Note:** \$0.55 in 1<sup>st</sup> year, \$0.60 in 2<sup>nd</sup> year, \$0.65 in 3<sup>rd</sup> year (this applies both to shift premium and weekend premium).

## ARTICLE 16 - HOLIDAYS

### 16.01 Number of Holidays

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

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

### 16.02 Definition of Holiday Pay and Qualifiers

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

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

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

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

### 16.03 Payment for Working on a Holiday

If an employee is required to work on any of the holidays set out in the local Appendix the employee shall be paid at the rate of time and one-half (1-1/2) her regular straight time hourly rate of pay for all hours worked on such holiday subject to Article 16.04. In addition, if the employee qualifies in accordance with Article 16.02 above the employee will receive a lieu day off with pay in the amount of the employee's regular straight time hourly rate of pay times the employee's normal daily hours of work.

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

### 16.04 Payment for Working Overtime on a Holiday

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

## ARTICLE 17 - VACATIONS

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

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

An employee who has completed one (1) year but less than two (2) years of continuous service shall be entitled to two (2) weeks annual vacation, with pay.

An employee who has completed two (2) years but less than five (5) years of continuous service shall be entitled to three (3) weeks annual vacation, with pay.

An employee who has completed five (5) years but less than fifteen (15) years of continuous service shall be entitled to four (4) weeks annual vacation, with pay.

An employee who has completed fifteen (15) years but less than twenty-five (25) years of continuous service shall be entitled to five (5) weeks' annual vacation, with pay.

An employee who has completed twenty-five (25) years or more of continuous service shall be entitled to six (6) weeks annual vacation, with pay. Vacation improvement 6-week entitlement to after 23 years of service in 2<sup>nd</sup> year of term of current collective agreement (effective September 29, 2001 to September 28, 2004).

Supplement Vacation in the 3<sup>rd</sup> year of current term of collective agreement (effective September 29, 2001 to September 28, 2004).

The following supplementary vacation is banked on the employee's anniversary date and taken prior to the next supplementary vacation date:

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

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

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

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

### 17.02 Work During Vacation

Should an employee who has commenced his scheduled vacation and agrees upon request by the Hospital to return to perform work during the vacation period, the employee shall be paid at the rate of one and one-half (1-1/2) times his basic straight time rate for all hours so worked. To replace the originally scheduled days on which such work was performed, the employee will receive one (1) vacation lieu day off for each day on which he has so worked.

### 17.03 Illness During Vacation

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

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

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

### 17.04 Bereavement During Vacation

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

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

## **ARTICLE 18 - HEALTH & WELFARE**

### 18.01 Insured Benefits

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

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

- (a) The Hospital agrees to pay 100% of the billed premium towards coverage of eligible employees in the active employ of the Hospital under the Blue Cross Semi-Private Plan in effect as of September 28, 1993 or comparable coverage with another carrier.
- (b) The Hospital agrees to contribute 75% of the billed premium towards coverage of eligible employees in the active employ of the Hospital under the existing Blue Cross Extended Health Care Benefits Plan in effect as of September 28, 1993 (as amended below) or comparable coverage with another carrier providing for \$15.00 (single) and \$25.00 (family) deductible, providing the balance of monthly premiums is paid by the employee through payroll deductions. Vision care maximum \$150.00 every 24 months (in 1<sup>st</sup> year) and hearing aide allowance \$500.00 lifetime maximum.
- (c) The Hospital agrees to contribute 100% of the billed premium towards coverage of eligible employees in the active employ of the Hospital under HOOGLIP in effect as of September 28, 1993 or such other group life insurance plan currently in effect providing the balance of the monthly premium is paid by the employee through payroll deductions.
- (d) The Hospital agrees to contribute 75% of the billed premiums towards coverage of

eligible employees in the active employ of the Hospital under the Blue Cross #9 Dental Plan in effect as of September 28, 1993 or comparable coverage with another carrier (based on the current ODA fee schedule as it may be updated from time to time) providing the balance of the monthly premiums are paid by the employee through payroll deduction.

Dental Plan: Increase dental recall including preventative services to 9 months and add Blue Cross rider #2 (or equivalent) [crowns, bridgework, and repairs to same] at 50/50 co-insurance to \$1,000 maximum in 1<sup>st</sup> year. Maintain current ODA fees schedule.

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

#### 18.02 Change of Carrier

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

#### 18.03 (a) Pension

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

#### (b) Retirement Allowance

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

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

#### 18.04 Union Education

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

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

## **ARTICLE 19 - HEALTH & SAFETY**

### 19.01 Health & Safety Committee

- (a) The Hospital and the Union agree that they mutually desire to maintain standards of safety and health in the Hospital in order to prevent accidents, injury and illness.
- (b) Recognizing its responsibilities under the applicable legislation, both parties agree to comply with the University Health Network, Western Hospital's Joint Health and Safety Committee Terms of Reference dated June 14, 1990 and any amendments, deletions or additions made thereto during the term of this Collective Agreement. (Refer to Letter of Understanding #5).
- (c) The Hospital agrees to co-operate reasonably in providing necessary information to enable the Committee to fulfill its functions.
- (d) Any representative appointed or selected in accordance with (b) hereof shall serve for a term of one (1) calendar year from the date of appointment, which may be renewed for further periods of one year.
- (e) The Union agrees to endeavour to obtain the full co-operation of its membership in the observation of all safety rules and practices.

## **ARTICLE 20 - COMPENSATION**

### 20.01 (a) Job Classification

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

When the Hospital makes a substantial change in the job content of an existing classification which in reality causes such classification to become a new classification, the Hospital agrees to meet with the Union if requested to permit the Union to make representation with respect to the appropriate rate of pay. If the matter is not resolved following the meeting with the Union the matter may be referred to Arbitration as provided in the agreement within fifteen (15) days of such meeting. The decision of the Board of Arbitration (or Arbitrator as the case may be) shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classifications.

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

(b) Job Descriptions

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

20.02 Assignment of Duties From Another Classification

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

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

20.03 Promotion to a Higher Classification

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

#### 20.04 Wages and Classification Premiums

Provisions under these headings shall remain unchanged and are repeated as 20.04, except to the extent that the Wage Schedule referred to in the hospital's expiring collective agreement shall be adjusted and retroactivity shall be paid in accordance with the Memorandum of Settlement ratified October 31, 2001.

**Wages:           2.5% effective September 29, 2001**  
**3.0% effective September 29, 2002**  
**3.0% effective September 29, 2003**

## **ARTICLE 21 - HOSPITAL OPERATING PLAN**

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

## **ARTICLE 22 - DURATION**

#### 22.01 Term

This agreement shall be binding and continue in effect and shall continue from year to year unless either party gives written notice to the other party of its desire to bargain for amendments within ninety (90) days prior to the termination date of September 28, 2001. Upon receipt of such notice by one party or the other, both parties will meet thereafter for the purpose of bargaining.

#### 22.02 Central Bargaining

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

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

**Dated at Toronto, Ontario, this \_\_\_\_\_ day of \_\_\_\_\_ 2002.**

**FOR THE HOSPITAL**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**FOR THE UNION**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## **APPENDIX OF LOCAL ISSUES**

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

- A. Management Rights
- B. Recognition
- C. Dues Deduction, Remittance and Lists
- D. Seniority Lists
- E. Sick Leave Administrative Provisions
- F. Scheduling
- G. Overtime
- H. Holidays
- I. Vacation
- J. Bulletin Boards
- K. Communication
- L. Uniforms
- M. General Provisions
- N. Pay Day - Direct Deposit
- O. Overtime Meal Allowance
- P. Retroactivity
- Q. Executive Board Leave
- R. Union Representative and Committees
- S. Access To Files
- T. Job Posting
- U. Sick Leave, Injury & Disability
- V. Transfer To Lower Paying Classification
- W. Wages and Classification Premium
- X. Promotions and Transfers To Lead Hand Positions

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

## **APPENDIX OF LOCAL ISSUES**

### **A. MANAGEMENT RIGHTS**

- .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.
- .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 regulation 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.
- .03 The Hospital will not exercise its rights in a manner inconsistent with any of the provisions of this Agreement.

### **B. RECOGNITION**

- .01 The employer recognizes the Union as the exclusive bargaining agent for all office and clerical employees of the Employer, save and except supervisors, personnel assistants, employment officers, secretaries to the President, Senior Vice President, Vice Presidents, Medical Director, Director of Finance, Director of Nursing and Director of Personnel, persons regularly employed for not more than twenty-four (24) hours per week, students employed during the school vacation periods and persons covered by subsisting Collective Agreements.
- .02 Whereas Toronto Western Hospital and Toronto General Hospital were amalgamated creating the University Health Network, the parties agree and it is hereby understood that this Collective Agreement applies only to the pre-existing Toronto Western Hospital site, located at 399 Bathurst Street, Toronto, Ontario.

### **C. DUES DEDUCTION, REMITTANCE AND LISTS**

- .01 All employees covered under the terms of this Collective Agreement will have the required union dues deducted from their pay commencing the first pay of the month following employment.
- .02 The Union will save the Hospital harmless from any and all claims, which may be made by employees for amounts, deducted from pay as herein provided.
- .03 Union dues shall be forwarded to the Secretary-Treasurer not later than the end of the same month accompanied by a list of employees from whom the deduction was made showing the names, departments, amount of the dues for each individual and the month the deduction applies, with a copy to the local union. When the Hospital has been advised of the change of the name of any employee, such change shall be indicated in the list of employees.

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 benefits costs, where such information is available or becomes readily available through the Hospital's Payroll system.

### **D. SENIORITY LISTS**

- .01 A seniority lists showing the names, seniority dates and classifications of employees

will be prepared by the Hospital and posted on the bulleting board during the first week in January and the first week of July each year. The seniority list will remain posted for thirty (30) days each time it is revised. A copy will be sent to the Local Union Office.

- .02 Subject to the provisions of Articles 9.05 and 9.06 errors or omissions in a list posted in accordance with - .01 shall be corrective on application of the union of the employees concerned, provided:
- (i) Such error or omission relates to the period subsequent to the date of the most recent approved list, and
  - (ii) The error 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 subject to the time limits established in - .02 (ii) 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 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.

#### **E. SICK LEAVE ADMINISTRATIVE PROVISIONS**

- .01 An employee who is absent due to verified personal illness will be paid a regular day's pay for each such day of absence provided he has accumulated sick days to his credit. Employees working less than 37 ½ hours but more than 24 hours per week are entitled to accumulate sick leave on a pro-rated basis.

An employee is required to provide reasonable notice by telephone to his/her immediate Supervisor, or another person designated by the Supervisor for that purpose, prior to the start of his/her shift if he/she is to be absent from work.

- .02 Pay for absence because of illness will only be made when an employee requesting such pay provides authentic medical certification if such certification is requested by the Hospital. An employee who abuses the sick leave privileges shall be subject to disciplinary action by the Hospital up to and including discharge. A sick leave certificate will only be requested given the circumstances under which it is

reasonable to do so.

Pay for absence because of illness will only be made when an employee requesting such pay provides authentic medical certification if such certification is requested by the Hospital, which shall normally be after three (3) days' consecutive illness or for illness on a paid holiday.

- .03 Part-time employees who have accumulated sick leave credits as of February 28, 1983 shall retain such credits (a) for transfer to a full-time position sick leave bank, or (b) for cash-out under Article 13.01(b). *See also Article 13.*

**F. SCHEDULING (See also Article 14)**

- .01 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 workweek. Where work is required on the sixth (6<sup>th</sup>) day, the normal accumulated hours in the two (2) weeks will continue to be seventy-five (75). The seventy-five (75) hour work schedule period shall be the same as the pay period.
- .02 The provisions contained in Article 14.01 do not represent a guarantee of daily or weekly hours and employees may be required to work less than thirty-seven and one-half (37 ½) hours per week, or less than seventy-five (75) hours in a two (2) week period, in which case they will be paid accordingly.
- .03 The days of work for any employee, the starting and quitting times each day, the time and duration of lunch periods and the time rest periods are to be taken, will be determined by the Hospital. Regular shift schedules and other data applicable thereto will be posted on the bulletin boards 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 it is practicable to do so, employees will be given two (2) consecutive days off each week.

Where less than twenty-four (24) hours notice is given personally to the employee, time and one-half (1 ½) of the employee's regular straight time hourly rate will be paid for all hours worked on the first shift of the employee's new schedule.

- .04 There shall not be any split shifts.
- .05 Advance request for special days off shall be submitted in writing to the Supervisor at least two (2) weeks in advance of the posting date except in cases where it is not practicable to do so. Approval will be subject to the operational requirements of the department.
- .06 Under normal circumstances no employee shall be required to work more than seven (7) consecutive days in a two (2) week pay period.

- .07 Where it is practicable for the Hospital to do so, employees will be granted one (1) week-end off in each three week-ends. In departments where the standard practice is better that practice shall prevail for the term of the agreement.
- .08 When an employee is required to change shifts, fifteen and one-half (15 ½) hours shall be allowed between shifts. If, however, an employee is required to report on a second shift less than fifteen and one-half (15 ½) hours after finishing the first shift, the employee shall be paid overtime rates for the period worked before the fifteen and one-half (15 ½) hours time allowed between shift changes has expired.
- .09 Employees will be allowed two (2) consecutive days off on changing from a night shift schedule to another shift schedule.
- .10 Employee must give reasonable notice by telephone to his or her immediate supervisor or designate prior to the commencement of their shift of a satisfactory explanation where such notice is not possible if they are going to be absent from work and before returning to work after absence due to illness.
- .11 If an employee requests that he be scheduled off during the weekend before or weekend after the commencement of his vacation, scheduling objectives shall be waived in order that this may be accomplished.
- .12 Time schedules shall be discussed by the Labour/Management Committee. When changes are agreed upon they will be forwarded to the respective department head for implementation.
- .13 Employees shall not be required to rotate on more than two (2) shifts i.e., evenings, days, nights.
- .14 Wash-up Time  
Employees shall be allowed a ten (10) minute wash-up time immediately prior to the end of each shift of work.
- .15 Sick Leave  
Employees may be allowed to use accumulated frozen sick leave credits in order to engage in personal preventative medical health and dental care. Permission will not be unreasonably withheld provided adequate notice is given in advance. On request, employees will be required to provide proof of attendance for the preventative medical or dental care concerned.
- .16 Scheduling  
Advance request for special days off shall be submitted in writing to the supervisor at least two (2) weeks in advance of the posting date, except in cases where it is not practicable to do so. Approval will be subject to the operational requirements of the Department.

**G. OVERTIME (See also Article 15)**

- .01 An employee requested by his supervisor to work beyond the assigned shift hours will co-operate by working the excess time.
- .02 Overtime will be paid for time worked on the seven (7) and succeeding consecutive days where an employee has already worked six (6) consecutive days in a two (2) weeks pay period without overtime having been paid. However, the exchanging of

shifts by employees with the prior consent of the Hospital shall not result in overtime payment.

- .03 Overtime shall be divided as equitably as practicable amongst those employees regularly performing the work on which the overtime is required. An employee who fails to work the required overtime after being requested or agreeing to do so, shall have no claim to equitable division of overtime.
- .04 The Hospital will not schedule regular overtime on a consistent basis where there are employees on lay-off qualified to do the work who can be recalled immediately.
- .05 Employees who are absent on approved time during their scheduled work week because of sickness, bereavement leave, statutory and civic holidays, or vacation allotment shall, for the purposes of computing overtime pay, be considered as if they had worked their regular hours during such absence.

## H. HOLIDAYS

- .01 The following days shall be recognized as Paid Holidays:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Christmas Day
Victoria Day	Day after Christmas Day
Dominion Day	Eleventh Holiday *
Civic Holiday	2 <sup>nd</sup> Monday February

\* For full-time staff, the eleventh (11<sup>th</sup>) paid holiday will be the anniversary of employment to be observed at a time mutually agreeable to the employee and the department, but within thirty (30) days prior to or thirty (30) days after the date. This 11<sup>th</sup> holiday is a premium day in the event that the holiday is once scheduled by the Hospital, but then has to be worked by the employee.

- .02 Service to the public is essential. Therefore, it will be necessary that sufficient employees work on the Holidays set out above to permit satisfactory operation of the Hospital. If a day off in lieu of a paid Holiday is requested, it may be granted within thirty (30) days preceding or succeeding the paid Holiday at a time mutually agreeable to the employee and the department.
- .03 Except in the cases of emergency, employees who work on Christmas Day will not be required to work on New Year's Day. The Hospital will provide three (3), and endeavour to provide four (4) consecutive days off at either Christmas or New Year's. Scheduling objectives may be waived between December 15<sup>th</sup> and January 15<sup>th</sup> in order that this may be accomplished.
- .04 If any of the above mentioned Holidays occurs on an employee's day off, the employee will receive an additional day's pay in lieu of the Holiday, or the employee shall have the option to take another day in lieu of payment, at a mutually convenient time, within thirty (30) days after the holiday.
- .05 Where a Paid Holiday, for which an employee is otherwise entitled to be paid, occurs during an employee's vacation, the employee will be given an extra day off with pay or, if the employee wishes, a day's pay will be paid in lieu of the Holiday. Where the employee wishes to have the day off rather than pay, the time such day off is taken will be mutually arranged between the employee and the appropriate Department Head.

- .06 In order to qualify for pay for a holiday, an employee shall complete her full scheduled shifts on each of the working days immediately proceeding 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 day of 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.

.07 Payment for Working on a Holiday

An employee who is required to work on any of the holiday listed in Appendix H will receive pay at the rate of time and one-half (1 1/2) the employee's regular straight-time hourly rate of pay for each hour worked on such holiday subject to Article 16.03 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 may be granted within thirty (30) days of the date of the holiday.

.08 Definition of Holiday Pay

Holiday pay, for an employee working the standard hours per day, as set out in Article 14.01, is defined as the amount of straight-time hourly pay exclusive of shift premium which an employee would have received had he worked a normal shift on the holiday in question.

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

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

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

**I. VACATION (See Also Article 17)**

01. Where it practicable to do so, vacation will be granted according to Hospital

seniority on a departmental basis.

02. Vacations shall not be cumulative from one year to another. However, accumulation, on request by the employee, of a maximum of two (2) weeks vacation credit for up to one year forward is permitted except to the extent the Hospital can demonstrate that scheduling such extended vacations is not administratively feasible.

**Note:** If an employee has two (2) weeks of vacation carryover into the next year and the employee has a vacation entitlement of four (4) weeks, the employee must take a total of six (6) weeks of the next year.

03. Subject to the approval of his/her department head or designate, an employee may use vacation credits in units of no less than one (1) day, as it accumulates during the vacation year.
04. Employees who leave the employ of the Hospital before completing one (1) year of continuous service will be paid vacation pay in accordance with the Employment Standard Act.

#### **J. BULLETIN BOARDS**

.01 The Hospital shall provide seven (7) bulletin boards at the following locations:

- (a) South Cafeteria
- (b) East Elevators/Main Floor
- (c) McLaughlin Basement
- (d) Adjacent to Atrium - 1<sup>st</sup> Floor
- (e) Edith Cavell Wing - 1<sup>st</sup> Floor (Adjacent to Fell Pavillion)
- (f) Housekeeping Area/South East Basement
- (g) 3A Fell (Adjacent to 3A)

It is agreed that with the exception of union meetings, no material will be placed on the boards without prior approval of the Director of Human Resources or designate(s) and that all such notices must be signed by a recognized Union Officer. 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.

#### **K. COMMUNICATION**

.01 All correspondence between the parties relating to matters covered by this Agreement shall pass between the Personnel Director of the Hospital and the Recording Secretary of the Local Union.

## **L. UNIFORMS**

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

## **M. GENERAL PROVISIONS**

.01 The Hospital will pay fifty per cent (50%) of the cost of printing booklet copies of this Agreement.

.02 Any complaints or grievances raised by employees against decisions made by a third party in connection with the Ontario Health Insurance Plan, Extended Health Care, Group Life Insurance, Pension Plan and Dental Plan shall not be the responsibility of the Hospital.

.03 It is the employee's responsibility to notify the Personnel Department of changes in marital status or beneficiary.

.04 Retirees

The Hospital will retire employees at age 65 except that the Hospital may in its discretion reemploy 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 including holiday pay, 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 Appendix "A" such employees may be continued for periods up to six (6) months 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 six (6) month period.

.05 Notification To Union

The Hospital will provide the Union with a list of last known address for employees covered by the full-time clerical bargaining units as at April 1<sup>st</sup> 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, groups, institutions or organizations. Further, the Hospital cannot be held responsible for any errors or omissions.

## **N. PAY DAY – DIRECT DEPOSIT**

.01 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 payday by one day. On each payday, each employee shall receive an itemized statement of his/her wages and deductions.

.02 The Hospital agrees to make pay stubs available on the day prior to pay day to employees scheduled to work the afternoon shift on the day prior to pay day or

when the pay day falls on the employees' day off.

- .03 The Hospital also agrees to provide employees on night shift on the normal payday their pay statements on the morning of the payday. Pay statements shall be distributed in sealed envelopes.
- .04 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.
- .05 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.
- .06 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.

**O. OVERTIME MEAL ALLOWANCE**

- .01 An employee who is required to work a second consecutive full shift shall be provided at the time of the meal to the value of \$7.50 or \$7.50 if the Hospital is unable to provide the 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 one half (1/2) hour paid meal period and shall be provided with a meal to the value of \$7.50 or \$7.50 if the Hospital is unable to provide the meal.

**P. RETROACTIVITY**

- .01 Retroactive pay will be paid on a separate cheque where the existing payroll system allows. Where the existing payroll system does not allow for such separate cheque, the Hospital will supply the employee with a detailed explanation of the retroactive pay calculations.
- .02 Retroactivity will be paid for all hours paid by the Employer to all eligible employees on the payroll as of the expiry date of the Agreement and to all new such employees hired since that date. Retroactivity will be paid within 60 days of the Employer being notified or ratification/arbitration award.
- .03 If an eligible employee shall have terminated his/her employment since the expiry date of the Agreement, the Employer shall advise the employee within 30 days by notice in writing by registered mail to the last known address on the records of the Employer and the employee shall have sixty (60) days from the posting within which to claim any payment due to him/her. Retroactivity will be paid within two pay periods (bi-weekly) of the employee making such claim.

**Q. EXECUTIVE BOARD LEAVE**

- .01 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 operations 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.

.02 Union Business

If the Union requests leave of absence for employees to attend union conventions or other union functions, the Hospital will grant such leave without pay provided that ten (10) days notices has been given to the Hospital, and further provided that not more than five (5) employees are involved at any one time and not more than one (1) employee from a department or area of ten (10) employees or less. A special request by the Union to allow more than five (5) employees to be involved in a union function at any one time will be considered by the Hospital if it is for the purpose of having union members attend education seminars and will be granted if practicable to do so.

The total accumulation of such leave shall not exceed seventy (70) working days in any calendar year. If the Union so requests, the total accumulation may be extended at the discretion of the Hospital if the Union demonstrates that it is conducting an extraordinary amount of union business in a given year.

**R. UNION REPRESENTATION AND COMMITTEES**

(a) Grievance Committee

The Union have the right to appoint or otherwise select a grievance committee of three (3) employees.

(b) Stewards

The Hospital acknowledges the right of the Union to appoint or otherwise select eight (8) stewards to assist employees in the presentation of any grievance that may arise provided that not more than two (2) employees from any one department are stewards and further provided that not more than one (1) employee from a department or area of ten (10) employees or less is a steward.

Nothing in this Clause shall prevent the steward from another department from acting in the absence of the regular steward.

(c) Dual Capacity

Nothing in this Agreement shall be deemed to prevent an employee from acting in the dual capacity of a steward and committee member.

(d) Official Notice

The Union shall supply the Hospital in writing 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 in writing.

(e) Local Bargaining Committee

The Hospital agrees to recognize a negotiating committee comprised of not more than six (6) hospital employee representatives of the Union for the purpose of negotiating a renewal collective agreement covering full-time and part-time service workers.

(f) Labour-Management Committee

The Hospital will recognize a Labour-Management Committee consisting of not more than three (3) employees, including the President of CUPE Local 5001.

**S. ACCESS TO FILES**

- (a) 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.
- (b) When, during disciplinary proceedings, an employee's record is being used against him, at his request the employee will be shown the said record and he may, if he wishes, be accompanied by his Steward.
- (c) Discipline given to employees which indicates that discharge will follow if there is no improvement, will be in writing, with a copy sent to the Union.

**T. JOB POSTING (Note: See also Article 9.05)**

.01 The terms hereof shall not preclude the Hospital from hiring outside employees where special skills are required or if there are no suitable applicants for any posted job, nor shall such terms preclude the Hospital from filling any job on a temporary basis while the posting procedures are being carried out. If no applications from employees of this bargaining unit are received, then consideration will be given to other C.U.P.E. bargaining unit employees of the Hospital who apply before hiring outside applicants.

.02 The parties agree to apply the job posting language clause 9.05 of the collective agreement as follows:

The vacancy will be posted first in the bargaining unit in which the vacancy occurs. If there is no successful applicant from within this bargaining unit the posting will be open to the CUPE bargaining units at large in the UHN and will be filled in compliance with the provisions of the article.

For the purpose of calculating reciprocal seniority, the following formula will apply:

**1725 part-time hours will equal 1 year of full-time seniority.**

.03 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.

.04 The position must be filled by the successful candidate, if any, within fifteen (15) calendar days following completion of the job posting procedure.

**U. SICK LEAVE, INJURY & DISABILITY**

.01 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 to two (2) days of the injury occurring and prior to filing it with Worker's Compensation Board.

.02 Return To Work From WCB

- (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 or returning to the pre-injury job or other suitable vacant position on a graduated basis, a Union representative will participate with the Hospital, WCB 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, WCB 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.

.03 Medical Certificates

Pay for absence because of illness will only be made when an employee requesting such pay provide authentic medical certification if such certification is requested by the Hospital, which shall normally be after three (3) days' consecutive illness or for illness on a paid holiday.

.04 Sick Leave

For employees whose regular hours of work are other than the standard workday, 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 plan shall apply as before.

The Hospital will notify each employee of the amount of unused sick leave in her bank annually.

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

**V. TRANSFER TO LOWER PAYING CLASSIFICATION**

- (a) An employee temporarily required to perform work in a lower classification for the convenience of the Hospital and not as a result of lack of work, will receive his existing rate at the time of such transfer for the duration of the said temporary transfer.

**W. WAGES AND CLASSIFICATION PREMIUM**

- (a) Wages

The Hospital will classify employees and pay hourly wage rates in accordance with Schedule "A". (bi-weekly and monthly rates are approximate)

- (b) Classification Premium

An employee appointed by the Hospital as Lead Hand will be paid ten percent (10%) above the highest rated classification of employees the Lead Hand is appointed to direct.

**X. PROMOTIONS AND TRANSFERS TO LEAD HAND POSITIONS**

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.

Dated at Toronto, Ontario, this \_\_\_\_\_ day of \_\_\_\_\_ 2001.

**FOR THE HOSPITAL**

**FOR THE UNION**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

# LETTER OF UNDERSTANDING NO. 1

## Re: Pension Benefit Payments

- L1.01 This letter of understanding is only in effect for the duration of this agreement.
- L1.02 When an employee has completed the notice of Retirement form(s) not less than three (3) calendar months prior to the effective date of retirement and pension benefit payments are delayed in excess of one month, the Hospital shall pay interim benefits until the retiree receives payment(s) from HOOPP. The Hospital shall pay interim benefits only if the retiree provides written assurance that he/she or his/her estate will reimburse the Hospital immediately upon receipt of pension benefits payments from HOOPP.
- L1.03 Should the Hospital incur costs for the collection of such reimbursement not made within thirty (30) calendar days from the date the retiree or his/her estate receives pension benefit payments from HOOPP, these costs will be paid by the retiree or his/her estate.

Dated at Toronto, Ontario, this \_\_\_\_\_ day of \_\_\_\_\_ 2001.

**FOR THE HOSPITAL**

**FOR THE UNION**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## LETTER OF UNDERSTANDING NO. 2

### RE: Operating Agreement

The parties hereby agree to the following guidelines for the use of part-time (i.e. employees hired to work twenty-four (24) hours or less per week) and temporary employees.

L2.01 The parties agree that during the school vacation period or during periods of short staffing, the Hospital is free to increase the number of hours worked by the above mentioned employees to that worked by full-time employees (i.e. seventy-five (75) or more hours in a two (2) week pay period).

L2.02 The Hospital retains the right to hire students during the school vacation periods to fill vacancies created when regular full-time employees are on vacation. The parties agree that this is a past practice of the Hospital.

L2.03 The parties agree that the employment of these students is of a temporary nature. This employment is likely to end when the school vacation period is over. The parties agree that this is a past practice of the Hospital.

L2.04 The parties agree that these students could be scheduled to work seventy-five (75) or more hours in a two (2) week pay period. However, this does not represent a guarantee of daily or weekly hours and employees may be required to work less than thirty-seven and one half (37 ½) hours per week, or less than seventy-five (75) hours in a two week pay period, in which case they will be paid accordingly.

L2.05 The Hospital will provide the Union on a monthly basis the following information with regards to temporary employees and part-time employees engaged in temporary full-time assignment.

- (a) name and status of employee;
- (b) date assignment began;
- (c) classification and department;
- (d) estimated duration of assignment where known;
- (e) where applicable, name of employee being replaced;
- (f) reason the employee is away from work; and
- (g) where a special non-recurring task, the nature of the assignment.

L2.06 In circumstances other than as outlined in paragraph 1-4 above, where part-time employees are employed in excess of 24 hours per week for four weeks in any seven week period, the position will be posted as per Article 9.05 of the full-time Collective Agreement.

L2.07 A person employed for a temporary term (to a maximum of six months) pursuant to Article 9.13 whose term comes to an end will not be temporarily re-employed in the same "special non-recurring task" or to replace the same absent employee without the Union's consent which will not be unreasonably withheld.

L2.08 Where the situation of any such temporary employee is in contravention of this Letter of Understanding, the employee will be terminated, unless the parties agree otherwise.

L2.09 The provisions of this Operating Agreement may be grieved pursuant to the grievance procedure of the Collective Agreement.

Dated at Toronto, Ontario, this \_\_\_\_\_ day of \_\_\_\_\_ 2001.

**FOR THE HOSPITAL**

---

---

---

---

---

---

**FOR THE UNION**

---

---

---

---

---

---

## LETTER OF UNDERSTANDING NO.3

### RE: Medical Files

L3.01 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.

Dated at Toronto, Ontario, this \_\_\_\_\_ day of \_\_\_\_\_ 2001.

FOR THE HOSPITAL

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

FOR THE UNION

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

# LETTER OF UNDERSTANDING NO. 4

## Re: Violence In The Workplace

The Hospital will expand the scope of the CODE WHITE training program to include non nursing employees with priority given to areas recognized as high risk areas by the Joint Health and Safety Committee.

The Hospital will inform the Union, within three (3) working days, of any employee who has been assaulted while performing his/her duties.

Such information shall be submitted in writing within five (5) working days from the date of the occurrence.

Dated at Toronto, Ontario, this \_\_\_\_\_ day of \_\_\_\_\_ 2001.

**FOR THE HOSPITAL**

**FOR THE UNION**

---

---

---

---

---

---

---

---

---

---

---

---

# LETTER OF UNDERSTANDING NO. 5

## Re: Health & Safety

### L5.01 PREAMBLE

The Occupational Health & Safety Act of Ontario requires that a Joint Health & Safety Committee be established in Hospitals with twenty or more employees as well as in facilities with less than twenty employees if a designated substance is used. The Toronto Western Hospital of University Health Network, is committed to provide, promote and advance patient care by fostering excellence in health care delivery, teaching research in a safe and healthy environment for the patients, employees, students and visitors.

The Joint Health and Safety Committee, hereafter referred to as the Joint Committee, is an advisory body. All members share a common goal of making the workplace safer and healthier for all, by stimulating an awareness of safety issues and an atmosphere of co-operation between the employers and employees.

### L5.02 GOAL

To ensure a workplace free of hazards by seeking out and eliminating causes or potential causes of injuries and illness.

### L5.03 OBJECTIVES

- (1) To demonstrate the importance of health and safety in the hospital.
- (2) To ensure all health and safety concerns and suggestions of the employees are discussed, recorded and that recommendations are made.
- (3) To ensure that recommendations from the committee are presented clearly to the employer, who must, in turn respond clearly to the recommendations.
- (4) To ensure that the responsibilities for health and safety are being accepted at various levels within the hospital.
- (5) To ensure that health and safety programs are prepared and operating effectively.
- (6) To ensure a mechanism for effective two-way communication on health and safety matters with management and employees.

### L5.04 STRUCTURE

- (1) The Joint Committee shall consist of equal representatives from management and non-management employees (workers).
- (2) The number of management representatives on the committee shall be equal to but not in excess of combined union and non-union worker representatives.
- (3) Management representatives shall be designated by the Senior Vice President and Chief Operating Officer.
- (4) The Joint Committee shall consist of representatives from all unions representing the unionized workers, representatives from non-unionized workers and representatives from management. The committee will consist of the following representatives: ONA – (2) two; CUPE – (2) two; OPSEU – (1) one; IUOE – (1) one;

Non-union Workers – (2) two; and (8) eight management representatives for a total of (16) sixteen members.

- (5) The representatives of unionized workers and their alternates shall be approved by their union locals concerned.
- (6) The representative of non-unionized workers shall be elected by the non-unionized workers.
- (7) There shall be two co-chairpersons; one from the employer, designated by the Senior Vice-President and Chief Operating Officer and one from the employees elected by their peers of the Joint Committee. They shall alternate the chair at meetings.
- (8) The term of office of co-chairs will be for two years. Preferably the appointment/election will take place on alternate years.
- (9) Elections of members to the Joint Committee will be at the end of March. All appointments will become effective the 1<sup>st</sup> of April. All members who resign from the Joint Committee will be replaced as soon as possible.
- (10) The co-chairs will be responsible for ensuring that an election takes place for the non-union representatives.
- (11) Standing members unable to attend a meeting, should send an alternative, after informing a co-chair.
- (12) The Joint Committee will have an Education Sub-Committee Appendix I.
- (13) The Manager, Occupation Hygiene will act as an advisor to the Joint Committee. He/she may participate at meetings of the committee and receive minutes and agenda. He/she will not have voting privilege.

#### L5.05 RESPONSIBILITIES

- (1) To identify, evaluate and ensure a resolution of all matters pertaining to health and safety in the workplace.
- (2) To identify situations that may be a source of danger or hazard to workers and make recommendations to the employer and the workers for the improvement of the health and safety of workers. Occupational Health & Safety Act Section 8 (6).
- (3) To obtain information from the employer with respect to the identification of potential or existing hazards of materials, process or equipment. Occupational Health & Safety Act Section 8 (6).
- (4) To recommend to the employer and the workers the establishment, maintenance and monitoring of programs, measures and procedures respecting the health or safety workers. Occupational Health & Safety Act Section 8 (6).
- (5) To ensure that education and training programs are sufficient; that all employees are thoroughly knowledgeable of their rights, restrictions, responsibilities, and duties. Occupational Health & Safety Act Section 14 2 (a).
- (6) To investigate thoroughly all complaints, collect all the facts and exchange these facts when searching for a resolution to the problem. Failure to resolve the issue

will result in an automatic referral to the Health and Safety Advisory Service of the Ministry of Labour. Occupational Health & Safety Act Section 8 (14).

- (7) To address matters relating to designated substance regulations and WHMIS where applicable.
- (8) To deal with any health and safety matter that the Joint Committee deems appropriate.

#### L5.06 AGENDA

- (1) The Joint Committee shall meet the last Thursday of the month at 1400 hours. There shall be at least ten meetings per year.
- (2) The co-chairpersons will mutually prepare an agenda and forward a copy of the agenda to all Joint Committee members at least one week in advance of the meeting.
- (3) Prior to the distribution of the agenda, Committee members may submit to the Co-chairs any items pertaining to health and safety. Committee members may at the meetings, present for discussion any emergency items, pertaining to health and safety that have not been included in the agenda. Items for discussion exclude items, which may amend, alter, subtract from or add to any terms of the Collective Agreement.
- (4) 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.
- (5) 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 meetings will be referred to a sub-committee for resolution.
- (6) Agenda items will be identified by a reference number and be readily available in a proper filing system.

#### L5.07 QUORUM

- (1) The Joint Committee shall have a quorum of one-half of its membership plus one, in order to conduct business.
- (2) The number of employer members shall not be greater than the number of worker members.
- (3) One co-chairperson must be present in order to conduct business.
- (4) If, for any other reason than lack of a quorum a meeting is cancelled, it will be with the approval of both co-chairperson.

#### L5.08 MINUTES OF MEETING

- (1) The employer will provide the secretarial role 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 Committee may from time to time instruct.
- (2) Minutes of meetings will be reviewed, edited where necessary by the co-chairpersons, signed and circulated to all Committee members. Copies will be

forwarded to the Senior Vice-President and Chief Operating Officer, Director of Occupational Health and to the Manager of Occupational Hygiene. A copy of the minutes will be posted on the Occupational Health and Safety Board.

- (3) Names of Committee members will not be used in the minutes, except for attendance and actions to be taken by Committee members.
- (4) Minutes will be tabled at the following meeting and will be accepted by consensus.

#### L5.09 PAYMENTS FOR ATTENDANCE AT MEETINGS

- (1) 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 members' regular or premium rate of pay for performing work, and the time spent is to be considered as time at work. Occupational Health & Safety Act Section 7 (9).

#### L5.10 GENERAL

- (1) One co-chairperson may with the consent and approval of his/her counterpart, invite any additional person(s) to attend the meetings to provide additional information and comment, but they shall not participate in the regular business of the meeting.
- (2) A Ministry of Labour inspector may attend and have voice only in Joint Committee meetings. Copies of minutes of previous meetings and/or written correspondence will be supplied to the inspector upon request.
- (3) All employees will be required to discuss their problems with their immediate supervisor before bringing it to the attention of the Joint Committee. The "Reporting of Hazardous Situations" form, as shown in Appendix IV shall be used.
- (4) Any amendments, deletions, or additions to these Guidelines must be on the consensus of the total Joint Committee and shall be set out in writing and attached as an appendix to these Guidelines.

#### L5.11 AUDITING ACCIDENT INVESTIGATION

- (1) The physical condition of the Toronto Western Hospital of University Health Network will be inspected, not more than once a month or at such intervals as the Joint Committee may decide. Occupation Health & Safety Act Section 8 (8).
- (2) The Toronto Western Hospital will be divided into eight geographic areas for inspection. (Appendix II).
- (3) Each worker member of the Joint Committee will accept responsibility for one area as designated in Appendix II. The worker committee member will be accompanied by one management committee person. They will inspect the work place following Occupation Health & Safety Act Section 8 (8).
- (4) Time table by area for inspection. (Appendix II)
- (5) The members designated to an area will have thirty days to perform their tour. They will select the best days and times.
- (6) All health and safety concerns raised during the physical inspection will be recorded on the appropriate workplace audit form and signed by all members of the

inspection team. The third copy of the workplace audit form will be forwarded to the Joint Committee Co-chairpersons. The first and the second copies will be given to the Manager/Director of the area inspected and the original stays with the auditor.

- (7) Where recommendations have been made by the Inspectors the improvement(s) must be completed within mutually agreed time limits by the Inspector and the Manager/Director.
- (8) The Manager/Director will return the second copy to the Inspectors detailing the improvement(s) completed in his/her area.
- (9) The Inspectors will submit all completed inspection reports to the co-chairs or their designates.
- (10) Where recommendations have been made by the Joint Committee to improve the health and safety of the workers, management will communicate in writing to the Joint Committee stating management's assessment of the problem, identification of responsibilities for a resolution, and a timeframe for the resolution.
- (11) The Joint Committee will designate worker and management members and alternates if required, chosen by those they represent, to accompany the Ministry of Labour Inspector while carrying out Ministry inspection of the workplace.
- (12) The Joint Committee will designate members and alternates if required, chosen by those represent, to investigate critical and fatal accidents and other accidents that are deemed appropriate by the co-chairpersons. Accident information is to be provided to the co-chairpersons). Occupational Health & Safety Act Section 26 (1).
- (13) Members of the Joint Committee representing the workers shall designate a member and alternates if required, to investigate work refusals as per geographic area. Management and the Ministry of Labour will be informed in writing of the names of the worker(s) so designated.
- (14) Pregnant employees may request to be transferred from their current duties, if, in the professional opinion of the employee's physician, the pregnancy may be at risk. If such a transfer is not feasible, the pregnant employee if she so request, will be granted an unpaid leave of absence before commencement of the maternity leave referred to in Article 12.06.
- (15) 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 vaccine.
- (16) Health and Safety  
  
The Hospital shall provide the union with a copy of any written notice under Section 51.52 and 53 of the Occupational Health and Safety Act (Revised Statutes of Ontario, 1990 Chapter 0.1 as amended November, 1992) within the time limits as set out in the Act.
- (17) Certified Worker
  - (a) One JHSC representative from CUPE Local 5001 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 Act.
- (c) All CUPE 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.

Dated at Toronto, Ontario, this \_\_\_\_\_ day of \_\_\_\_\_ 2001.

**FOR THE HOSPITAL**

**FOR THE UNION**

---

---

---

---

---

---

---

---

---

---

---

---

## **EDUCATION SUB-COMMITTEE**

This sub-committee shall:

1. Report to the Joint Committee.
2. Have two liaison members; one worker representative and one management representative from the Joint Committee. They will be chosen by their peers on alternate years. They will co-chair the Education Sub-Committee.
3. Submit minutes to the Joint Committee co-chairs.
4. Be comprised of four (4) persons who will be appointed or volunteered from management and four (4) persons who will be worker volunteers. The Joint Committee will campaign to acquire such volunteers.
5. Have members who have been appointed for two years; but, preferably only half of the membership will be replaced annually.
6. Function in compliance with Occupational Health & Safety Act Sec. 14(2)(a) and shall provide information and instructions to all workers.
7. Ensure that the liaison persons will inform the Joint Committee of all progress being made by the Committee.
8. Have at least six (6) information and/or instruction sessions each year.
9. Maintain postings of O.H. & S. Act in accordance with O.H. & S. Act Sec. 14 (2)(h).
10. Ensure that the employer pays all members of this committee the same as in accordance with O.H. & S. Act Sec. 7 (9).

## INSPECTION AREA/SCHEDULE

Area No.	Location	Month
#8	7 <sup>th</sup> + 8 <sup>th</sup> Floor	January
#7	6 <sup>th</sup> + 9 <sup>th</sup> Floor	February
#6	5 <sup>th</sup> + 10 <sup>th</sup> Floor	March
#5	4 <sup>th</sup> + 11 <sup>th</sup> Floor	April
#4	3 <sup>rd</sup> + 12 <sup>th</sup> Floor	May
#3	2 <sup>nd</sup> + 13 <sup>th</sup> Floor, Teaching Building	June
#2	2 <sup>st</sup> + 14 <sup>th</sup> Floor, Garage	September
#1	Basement, 15 <sup>th</sup> Floor, Power Plant	October

**NOTE:**

- (a) Every inch of the area must be inspected for safety.
- (b) If an area is locked - call Security to open it.
- (c) Contact Operating Rooms to facilitate access.

# LETTER OF UNDERSTANDING NO. 6

## Re: Modified Work/Complicated Return To Work

A meeting of all parties will be required if the following criteria apply:

- modified duties are complex, may require alternate job placement
- accommodation will be required for longer than 2/3 weeks
- an uncomplicated return to work fails or the employee experiences difficulties

It is important that all parties make themselves available for these meetings.

The union will be provided with a listing of all employees currently off work who are being assisted in return to work and all employees currently on modified duties on a monthly basis.

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

To accommodate the above, a Reinstatement Committee will be established comprising of no more than three (3) representatives of the Hospital and three (3) representatives of the Union.

The Hospital will notify the Union of the names of all members off work due to work-related injury (whether or not the employee is in receipt of WSIB benefits) and those on LTD by the end of each period.

An employee returning to work on modified duties must notify the Safety Department one-week in advance of his/her scheduled date of return. The employee must also provide the Hospital with information regarding his/her restrictions 48 hours prior to the meeting.

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

The Hospital will notify and meet with the Union through the Modified Work Committee during this week's period.

### Accommodation

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 affected employee. 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.

Notwithstanding the foregoing, if as a result of compensable illness or injury covered by WSIB, an employee is unable to carry out the regular functions of his or 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 guaranteed that such special classification(s) will be made available or continued.

### Mandate

The Committee's terms of reference are to review the employment possibilities of these employees  
*Toronto Western Hospital - CUPE Local 5001 - Full-time Clerical*

and to identify positions to which they could return, or to recommend modifications to the employee's existing job for the Hospital's consideration.

### Operation

During its deliberations, the Committee will consider the employee's ability to return to work and their work limitations.

In consultation with the Hospital, the Committee will identify work areas that could accommodate the employee's capabilities.

### Meetings

The Committee shall meet as necessary. Time so spent for Committee functions shall be deemed time worked and employees shall be paid their regular rate.

### Process

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

Dated at Toronto, Ontario, this \_\_\_\_\_ day of \_\_\_\_\_ 2001.

**FOR THE HOSPITAL**

**FOR THE UNION**

---

---

---

---

---

---

---

---

---

---

---

---

# LETTER OF UNDERSTANDING NO. 7

## Re: Full-Time/Part-Time Employees

The parties agree to the following guidelines as they relate to employees working in a regular schedule of more than twenty-four (24) hours per week and less than 37.50 hours per week.

1. Such employees will be classified as "full-time" and be governed by the full-time collective agreement.
2. For the purposes of seniority, the parties agree that such employees will be listed on the full-time seniority list.
3. For the purposes of this agreement the affected employees will be assumed to be working a 4-day workweek.
4. Vacation, and short-term disability benefits will all reflect a 4-day workweek.
5. Hospital of Ontario Pension Plan (HOOPP) contributory service and associated contributions will be based on actual days worked.
6. Dental and extended health benefits will be the same as those for employees working 37.50 hours.

Dated at Toronto, Ontario, this \_\_\_\_\_ day of \_\_\_\_\_ 2001.

**FOR THE HOSPITAL**

**FOR THE UNION**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## LETTER OF UNDERSTANDING NO. 8

### **Re: Transfer of Seniority and Service Between C.U.P.E. Local 5001 – Toronto Western Hospital and Toronto General Hospital Bargaining Units and Vice Versa Within University Health Network**

L8.01 Employees transferring between the divisions of the University Health Network will be allowed to have seniority and service portable from bargaining unit to bargaining unit under the following circumstances:

- (a) Transfer of services
- (b) Subject to mutual agreement between the Union and the Hospital to minimize the adverse effects of a lay-off.
- (c) Filling of permanent vacant positions as per L8.02.

L8.02 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.

L8.03 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:

- (a) The service affected.
- (b) The names and classifications of employees affected.
- (c) The mechanics of the move including the time frame.

L8.04 Some of the guidelines to be considered under Article L8.03 are as follows:

- (a) The provisions of the receiving Collective Agreement will be respected and adhered to.
- (b) 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.
- (c) 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 former 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 Agreements.
- (d) No transferring employee will suffer a reduction in wages as a result of a transfer.
- (e) The transferring employee will be enrolled in the receiving Division's benefits plans and waiting period will be waived.
- (f) An employee transferring from Western to General Hospital 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 Hospital 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 Hospital Collective Agreement.

- (g) An employee transferring from the General to the Western Hospital will continue to be covered by the HOODIP or equivalent sick leave plan.
- (h) All employees will retain their present level of vacation entitlement or change to that of the receiving Division, whichever is greater.
- (i) 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 serve a new probationary period.
- (j) When an employee's job is transferred to the other site, such position will not be posted pursuant to Article 9.05, of the Full-time Collective Agreement, or Article 9.05 of the Part-time Collective Agreement unless the employee refuses the transfer.
- (k) 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.

**Dated at Toronto, Ontario, this \_\_\_\_\_ day of \_\_\_\_\_ 2001.**

**FOR THE HOSPITAL**

---

---

---

---

---

---

**FOR THE UNION**

---

---

---

---

---

---

# LETTER OF UNDERSTANDING NO. 8B

## RE: COMPLICATED RETURN TO WORK

A meeting of all parties will be required if the following criteria apply:

- modified duties are complex, may require alternate job placement
- accommodation will be required for longer than 2/3 weeks
- an uncomplicated return to work fails or the employee experiences difficulties

It is important that all parties make themselves available for these meetings.

The union will be provided with a listing of all employees currently off work who are being assisted in return to work and all employees currently on modified duties on a monthly basis.

**Dated at Toronto, Ontario, this \_\_\_\_\_ day of \_\_\_\_\_ 2001.**

**FOR THE HOSPITAL**

**FOR THE UNION**

---

---

---

---

---

---

---

---

---

---

---

---

# LETTER OF UNDERSTANDING #9

## RE: PENSION AND EDUCATION

Both the UHN and Local 5001 recognize the value of educating employees about their pension plan, their eligibility or enrolment and other pension related issues. In this regard the UHN and Local 5001 shall meet during the term of the Collective Agreement for the purpose of developing a joint pension presentation that would be made available to Local 5001 members. Pertinent pension information will be sent to the CUPE President by e-mail and the union will distribute the information to the union Bulletin Boards.

Dated at Toronto, Ontario, this \_\_\_\_\_ day of \_\_\_\_\_ 2001.

**FOR THE HOSPITAL**

---

---

---

---

---

---

**FOR THE UNION**

---

---

---

---

---

---

## LETTER OF UNDERSTANDING #10

### RE: PROCEDURE TO BE USED IN CALCULATING THE SENIORITY OF EMPLOYEES HIRED ON THE SAME CALENDAR DAY

1. When employees commence work on the same day and same shift, the order of seniority shall be by alphabetical order, family name first, given name second.
2. When employees start on the same day but different shifts, where there is hospital documentation the employee started on the earlier shift, the employee starting the earlier shift will have seniority over the latter.
3. When it is difficult to ascertain which employee started first, the Hospital will consider documentation provided by the employee and render a decision.
4. If it cannot be ascertained which employee started on the earlier shift, and then seniority will be accorded as per alphabetical order family name first, given name second.

Dated at Toronto, Ontario, this \_\_\_\_\_ day of \_\_\_\_\_ 2001.

**FOR THE HOSPITAL**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**FOR THE UNION**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

# LETTER OF UNDERSTANDING #11

## RE: NOTICE OF A PROPOSED LAY-OFF OR ELIMINATION OF A POSITION OR REASSIGNMENT AND RETRAINING PROVISIONS OUTLINED IN ARTICLES 9.08 (a), 9.08(b), 9.11 AND 12.08

1. The Hospital agrees to notify the union (where possible) two (2) weeks prior to issuing notice of declaring a position or positions surplus, but in any event will provide notice no later than the date of issue of such notice(s) so that the redeployment committee can be promptly convened, (to meet within two (2) weeks).
2. The parties agree that the re-training provisions outlined in Article 9.11 and 12.08 (Central) will be extended to surplus employees re-assigned pursuant to the provisions of Article 9.08(b) (Central).
3. The employer agrees to include in the notification of the “surplus” employee that, “this notice will be assessed by the redeployment committee, which may result in change to, or rescinding of the notice”.
4. The parties agree that the process of reassignment will take precedent over all normal posting procedures.

Dated at Toronto, Ontario, this \_\_\_\_\_ day of \_\_\_\_\_ 2001.

**FOR THE HOSPITAL**

**FOR THE UNION**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## **LETTER OF UNDERSTANDING #12**

### **RE: TRANSFER AND SENIORITY OUTSIDE BARGAINING UNIT** **(ARTICLE 9.06)**

The parties agree to apply the language and provisions of Article 9.06 of the Central Agreement as follows:

1. When a bargaining unit member is transferred by the employer (but with his consent) or accepts a temporary posting into a position outside the bargaining unit, the union will be notified prior to the transfer taking effect, and will be given particulars regarding the position, length of assignment etc.
2. Where the assignment is at the investigation of the employer and is for a six (6) month period or less, the vacancy created by the assignment will be posted as a temporary vacancy of up to six (6) months, as provided by the language of the collective agreement, and the bargaining unit member will be allowed to return to his previous position, at the end of the assignment.
3. Temporary assignments may be extended from six (6) months for a further six (6) month or up to one (1) year by mutual consent between the employer, the union and the employee, with the extension of the right to return to his position (paragraph 2) extended also to one (1) year with a re-posting of the temporary vacancy for up to six (6) months.
4. In the event that the employer requests of the extension of the temporary assignment beyond one (1) year, it must be with the mutual agreement of the union and the employee. However, the position previously held by the bargaining unit member will then be posted as a permanent vacancy, and the employee will return to the unit pursuant to the provision of Article 9.06(b) (Central).
5. If a bargaining unit member accepts a posting into a temporary position outside the unit, his return to the bargaining unit will be pursuant to the provisions of Article 9.06(b) (Central).
6. In the event that a bargaining unit member accepts a posting into a permanent non-union position, the union will be notified and it is understood that all rights under the collective agreement will cease.
7. In the event that there is any bargaining unit member currently in a "temporary" non-bargaining unit position in excess of six (6) months, and up to twenty-three (23) months, the employer will notify the union, and both parties will meet with the bargaining unit member to discuss Article 9.06(b) (Central).

8. Nothing in this agreement will change or modify the current language pertaining to temporary transfers outside of the unit resulting from redeployment or modified work/accommodation provisions.

Dated at Toronto, Ontario, this \_\_\_\_\_ day of \_\_\_\_\_ 2001.

**FOR THE HOSPITAL**

**FOR THE UNION**

---

---

---

---

---

---

---

---

---

---

---

---

# LETTER OF INTENT #1

The parties agree that:

- (a) voluntary service, rehabilitation, and work experience programs;
- (b) the return to work following W.C.B. disability; and
- (c) the option of alternative employment during pregnancy for employees working with video  
displace units may be matters for discussion at Labour Management meetings.

The parties will meet, at the request of either management or the Union, within ninety (90) days of the signing of this Collective Agreement to discuss these matters.

Dated at Toronto, Ontario, this \_\_\_\_\_ day of \_\_\_\_\_ 2001.

**FOR THE HOSPITAL**

**FOR THE UNION**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

# LETTER OF INTENT #2

## Re: Joint Benefits Review Committee

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

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

Dated at Toronto, Ontario, this \_\_\_\_\_ day of \_\_\_\_\_ 2001.

**FOR THE HOSPITAL**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**FOR THE UNION**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

# LETTER OF INTENT #3

## Re: Extended Tours

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

Dated at Toronto, Ontario, this \_\_\_\_\_ day of \_\_\_\_\_ 2001.

FOR THE HOSPITAL

---

---

---

---

---

---

FOR THE UNION

---

---

---

---

---

---

# LETTER OF INTENT #4

## Re: Utilization of Space

The parties agree that management shall arrange for a meeting to take place between representatives of the Real Estate Solutions portfolio and CUPE Local 5001, as soon as mutually convenient for all parties, to discuss issues related to the Central Planning Committee.

Dated at Toronto, Ontario, this \_\_\_\_\_ day of \_\_\_\_\_ 2001.

**FOR THE HOSPITAL**

**FOR THE UNION**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

# LETTER OF INTENT #5

## Re: Guidelines for the Project Team

The issues raised by the Union with regard to the Project Team will be referred to Ron Callanan, who will respond to the Union.

Issues include: Entrance to and exit from the Team.

Job Posting Issues

Nature of the duties of the Project Team.

A review of all past written/verbal agreements regarding the Project Team.

The parties will meet at LMAC to establish guidelines for the Project Team.

Dated at Toronto, Ontario, this \_\_\_\_\_ day of \_\_\_\_\_ 2001.

**FOR THE HOSPITAL**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**FOR THE UNION**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

# LETTER OF INTENT #6

## Re: Constant Care

The parties will meet with a facilitator on February 2003 to discuss Constant Care requirement.

- (1) Who will perform Constant Care
- (2) Discussion with nursing department regarding scope of practice issue
- (3) Liability to the hospital and employee
- (4) Level of skill required

All other pertinent issue.

Dated at Toronto, Ontario, this \_\_\_\_\_ day of \_\_\_\_\_ 2001.

**FOR THE HOSPITAL**

**FOR THE UNION**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

# LETTER OF INTENT #7

## Re: Training Allowance

This will confirm our understanding with respect to the development of Contract language for training allowance for C.U.P.E. Local 5001 members.

On completion of the contract negotiations the parties will establish a committee consisting of two (2) members, and one alternate appointed by each of the Union and the Hospital. This committee will meet within ninety days of formation. The committee will develop its recommendations for contract language and training allowance within one hundred and twenty days from the initial meeting, (unless this time is lengthened by mutual agreement), and present proposals for approval by management.

Should the parties be unable to reach an agreement on contract language/training allowance the issue(s) may be submitted to a board of arbitration.

The committee will address:

- (a) Definition of Training
- (b) Definition of Orientation
- (c) Rate of Pay
- (d) Identification of positions where training may be appropriate

Union committee members will receive their regular hourly rate of pay for time spent on this committee, during their regular working hours.

**Dated at Toronto, Ontario, this \_\_\_\_\_ day of \_\_\_\_\_ 2001.**

**FOR THE HOSPITAL**

**FOR THE UNION**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**WAGE RATES  
CUPE Clerical**

C041	ASSISTANT, CLIENT CLERICAL SUPPORT	29-Sep-01	CU3	Q0	04	16.62	17.08	17.56
C004	CHECKER, Health Records	29-Sep-01	CU3	Q0	04	16.62	17.08	17.56
C035	CLERK, Family & Community Med.: Senior	29-Sep-01	CU3	Q0	06	15.43	16.06	16.70
C007	CLERK, File	29-Sep-01	CU3	Q0	01	15.06	15.45	15.84
C008	CLERK, Health Recs: Pat. Info. DOC/RET.	29-Sep-01	CU3	Q0	01	15.06	15.45	15.84
C003	CLERK, Medical Imaging: Admitting: Jr.	29-Sep-01	CU3	Q0	03	15.65	16.17	16.70
C033	CLERK, Medical Imaging: Clerical: Senior	29-Sep-01	CU3	Q0	06	15.43	16.06	16.70
C016	CLERK, Nutrition: Dietary Records	29-Sep-01	CU3	Q0	17	15.44	16.07	16.70
C034	CLERK, Ophthalmology: Senior	29-Sep-01	CU3	Q0	06	15.43	16.06	16.70
C017	CLERK, Ward	29-Sep-01	CU3	Q0	04	16.62	17.08	17.56
C019	CLERK/TYPIST: Senior	29-Sep-01	CU3	Q0	06	15.43	16.06	16.70
C031	CLERK: Junior	29-Sep-01	CU3	Q0	01	15.06	15.45	15.84
C014	CLERK-TYPIST: Junior	29-Sep-01	CU3	Q0	03	15.65	16.17	16.70
C025	OPERATOR, Data Processing: Senior	29-Sep-01	CU3	Q0	07	16.61	17.08	17.56
C018	OPERATOR, Switchboard	29-Sep-01	CU3	Q0	05	16.71	17.12	17.56
C012	RECEPTIONIST	29-Sep-01	CU3	Q0	23	15.06	15.45	15.84
C043	REPRESENTATIVE II, CLIENT SERVICES	29-Sep-01	CU3	Q0	09	17.12	17.77	18.41
C042	REPRESENTATIVE, CLIENT SERVICES	29-Sep-01	CU3	Q0	05	16.71	17.12	17.56
C029	SECRETARY	29-Sep-01	CU3	Q0	10	17.12	17.77	18.41
C030	TECHNICIAN, Health Records	29-Sep-01	CU3	Q0	11	17.66	18.23	18.83