

COLLECTIVE AGREEMENT

between

ST. JOSEPH'S HEALTH CENTRE

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL 1144

**FULL-TIME SERVICE BARGAINING UNIT**

EXPIRES: SEPTEMBER 28, 1995

TABLE OF CONTENTS

Article 1	Recognition	1
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Article 2	Reservation of Management Rights	1
Article 3	Definitions	2
3.01	<b>Temporary Employees</b>	2
3.02	<b>Definition Of Spouse</b>	3
Article 4	Relationship	3
4.01	<b>No Discrimination</b>	3
4.02	<b>Union Activity on Premises and/or Access to Premises</b>	3
Article 5	No Strikes or Lockouts	3
Article 6	Union Security	4
6.01	<b>Dues Deduction</b>	4
6.02		
(a)	<b>Changes</b>	4
(b)	<b>Notification</b>	4
(c)	<b>T4 Slip</b>	4
6.03	<b>Work of the Bargaining Unit</b>	4
6.04	<b>Contracting Out</b>	5
6.05	<b>Employee Interview</b>	5
6.06	<b>No Other Agreements</b>	5
6.07	<b>Contracting In</b>	5
Article 7	Correspondence	5
Article 8	Union Representatives	6
8.01(a)	<b>Negotiating Committee</b>	6
(b)	<b>Grievance Committee</b>	6
8.02	<b>Union Stewards</b>	6

8.03	<b>Steward's Duties</b>	7
8.04	<b>Local Negotiations</b>	7
8.05	<b>Central Negotiations</b>	7
8.06	<b>National Representative</b>	8
Article 9	Discipline	8
9.01		
(a)	<b>Right to Union Representation</b>	8
(b)	<b>Written Warning</b>	8
(c)	<b>Copy of Discipline</b>	8
Article 10	Access to Files	9
10.01	<b>Access to Personnel File</b>	9
10.02	<b>Clearing of Record</b>	9
Article 11	Grievance Procedure	9
11.01	<b>Complaint Stage</b>	9
11.02	<b>Group Grievance</b>	10
11.03	<b>Policy Grievance</b>	10
11.04	<b>Discharge or Suspension</b>	10
Article 12	Arbitration	11
12.01	<b>Procedure</b>	11
12.02	<b>Sole Arbitrator</b>	11
12.03	<b>Jurisdiction</b>	11
12.05	<b>Expenses</b>	11
Article 13	Seniority	12
13.01	<b>Probationary Period</b>	12

13.02	<b>Seniority List</b>	12
13.03	<b>Effect of Absence</b>	12
13.04	<b>Transfer of Seniority and Service</b>	13
13.05	<b>Seniority Application</b>	13
13.06	<b>Job Posting</b>	14
13.07	<b>Promotions Posted</b>	14
13.08	<b>Transfers and Seniority Outside Bargaining Unit</b>	15
13.09	<b>Loss of Seniority</b>	15
13.10	<b>Notice and Redeployment Committee</b>	16
(a)	<b>Notice</b>	16
(b)	<b>Redeployment Committee</b>	16
(c)	<b>Seniority on Layoff</b>	18
(d)	<b>Union Continuity</b>	18
13.11	<b>Layoff and Recall</b>	18
13.12	<b>Two-Day Layoff</b>	20
13.13	<b>Notice of Cut-back</b>	20
13.14	<b>Technological Change</b>	20
13.15	<b>Retraining</b>	21
13.16	<b>Separation Allowances</b>	22
13.17	<b>Portability of Service</b>	23
Article 14	<b>Hours of Work</b>	23
14.01	<b>No Guarantee</b>	23
14.02	<b>Daily and Weekly Hours of Work</b>	23
14.03	<b>Rest Periods</b>	23

14.04	<b>Additional Rest Periods</b>	23
14.05	<b>Scheduling</b>	24
14.06	<b>Changing Shifts</b>	24
14.07	<b>Split Shifts</b>	24
14.08	<b>Time Clocks</b>	24
Article 15	<b>Premium Payment</b>	25
15.01	<b>Definition of Regular Straight Time Rate of Pay and Overtime</b>	25
15.02	<b>Overtime Premium and No Pyramiding</b>	25
15.03	<b>Time Off in Lieu of Overtime</b>	25
15.04	<b>Equitable Distribution</b>	25
15.05	<b>Reporting Pay</b>	25
15.06	<b>Call-back</b>	26
15.07	<b>Standby</b>	26
15.08	<b>Temporary Transfer</b>	26
(a)	<b>Bargaining Unit - Higher Rate</b>	26
(b)	<b>Outside - Responsibility Pay</b>	26
15.09	<b>Shift Premium</b>	26
15.10	<b>Week-end Premium</b>	27
Article 16	<b>Paid Holidays</b>	27
16.01	<b>Equitable Distribution</b>	27
16.02	<b>Paid Holidays</b>	27
16.03	<b>Holiday Pay</b>	28
16.04	<b>Overtime on Holiday</b>	28

16.05	<b>Holiday During Vacation</b>	28
Article 17	Vacations	29
17.01	<b>Eligibility</b>	29
17.02	<b>Less than 1 Year</b>	29
17.03	<b>1-2 Years</b>	29
17.04	<b>2-5 Years</b>	29
17.05	<b>5-15 Years</b>	29
17.06	<b>15-25 Years</b>	29
17.07	<b>More than 25 Years</b>	29
17.08	<b>Salary Continuance</b>	29
17.09	<b>Work During Vacation</b>	30
17.10	<b>Maximum Accrual</b>	30
17.11	<b>Weekends Off</b>	30
17.12	<b>Seniority Rights</b>	30
17.13	<b>Vacation Advance</b>	30
17.14		
(a)	<b>Illness Prior To and During Vacation</b>	30
(b)	<b>Hospitalization During Vacation</b>	31
17.15	<b>Vacation Pay on Termination</b>	31
Article 18	Sick Leave	31
18.01	<b>HOODIP Equivalent/Eligibility</b>	31
18.02	<b>Transfer to Plan</b>	31
18.03	<b>Frozen Sick Bank</b>	31
18.04	<b>Penalty</b>	32

18.05	<b>Record of Credits</b>	32
18.06	<b>Notification</b>	32
18.07	<b>First Day of Injury</b>	33
18.08	<b>Medical Certificate</b>	33
18.09	<b>Lighter Duties</b>	33
18.10	<b>Payment Pending Determination of WCB Claims</b>	33
Article 19	<b>Leave of Absence</b>	33
19.01	<b>Personal Leave</b>	33
19.02		
(a)	<b>Union Business Leave</b>	34
(b)	<b>Leave of Absence - Union</b>	34
19.03	<b>Bereavement Leave</b>	34
19.04	<b>Jury and Witness Duty Leave</b>	35
19.05	<b>Pregnancy Leave</b>	35
19.06	<b>Parental Leave</b>	37
19.07	<b>Upgrading</b>	39
19.08	<b>Educational Leave</b>	39
19.09	<b>Prepaid Leave Plan</b>	39
Article 20	<b>Occupational Classifications and Wage Rates</b>	41
20.01	<b>Wages and Retroactivity</b>	41
20.02	<b>Former Employees</b>	41
20.03	<b>Job Classification</b>	42
20.04	<b>Promotion</b>	42
20.05	<b>Credit for Experience</b>	43

20.06	<b>Lead Hand</b>	43
Article 21	Welfare Benefits	43
21.01	<b>Life Insurance</b>	43
21.02	<b>Semi-Private</b>	43
21.03	<b>Extended Health</b>	43
21.04	<b>Dental Plan</b>	44
21.05	<b>Change of Carrier</b>	44
21.06	<b>Pension Plan</b>	44
21.07	<b>Unemployment Insurance Rebate</b>	44
21.08	<b>Insured Benefits (early retired employees)</b>	44
21.09	<b>Retirement Allowance</b>	45
Article 22	Health and Safety	45
22.01	<b>Accident Prevention - Health and Safety Committee</b>	45
22.02	<b>Safety Footwear</b>	46
Article 23	General	47
23.01	<b>Gender</b>	47
23.02	<b>Bulletin Boards</b>	47
23.03	<b>Collective Agreement</b>	47
23.04	<b>Uniforms</b>	47
23.05	<b>Labour/Management Committee</b>	47
23.06	<b>Pay</b>	48
23.07	<b>Storage Facilities</b>	48
23.08	<b>Transportation Allowance</b>	48
23.09	<b>Meal Allowance</b>	48



Article 24 Terms of Agreement 49

24.01 **Expiry Date** 49

24.02 **Renewal** 49

24.03 **Wage Rates** 50

**Appendix “A” - Schedule A Wage Rates and Occupational Classifications** 51

**Appendix “A” - Schedule B Wage Rates and Occupational Classifications** 53

**Appendix “B” Letters of Understanding** 55

**This Collective Agreement is made effective this 29th day of September, 1993**

**between**

**ST. JOSEPH'S HEALTH CENTRE**  
[hereinafter called "the Health Centre"]

and

**THE CANADIAN UNION OF PUBLIC EMPLOYEES**

**LOCAL 1144**  
[hereinafter called "the Union"]

WHEREAS the purpose of this Collective Agreement is to establish and maintain a harmonious bargaining relationship between the Health Centre and its employees covered by this Collective Agreement, and to provide an amicable method of settling grievances which may arise, it is hereby expressly agreed and declared by and between the parties hereto as follows:

**Article 1 Recognition**

1.01 The Health Centre recognizes the Union as the sole and exclusive collective bargaining agent of all lay employees of the Health Centre save and except professional medical staff, graduate nursing staff, under-graduate nurses, graduate pharmacists, under-graduate pharmacists, graduate dietitians, student dietitians, technical personnel, supervisors, persons above the rank of supervisor, chief engineer, office staff, persons regularly employed for not more than twenty-four (24) hours per week, students employed during the school vacation period and persons covered by subsisting Collective Agreements.

**Article 2 Reservation of Management Rights**

2.01 The Union acknowledges that, except as expressly modified by any other article of this Collective Agreement, it is the exclusive right and function of the Health Centre to manage and direct its operations and affairs in all respects and, without limiting or restricting this right and function:

- (a) to maintain order, discipline and efficiency, and to make, alter and enforce rules and regulations, to be observed by employees;
- (b) to hire, retire, classify, direct, promote, demote, transfer, discipline, suspend and discharge employees, to assign employees to shift, and to increase and decrease

working forces, providing that a claim of discriminatory retirement, classification, promotion, demotion, discipline, or suspension, or a claim by an employee, who has passed his probationary period, that he has been discharged without reasonable cause, may become the subject of a grievance and be dealt with as hereinafter provided.

- (c) to generally manage the Health Centre and, without restricting the generality of the foregoing, to determine the number and location of Health Centre establishments, the services to be rendered, the methods, the work procedures, the kinds and locations of machines, tools, instruments and equipment to be used; to select, control and direct the use of all materials required in the operation of the Health Centre; to schedule the work and services to be provided and performed, and to make, alter and enforce regulations governing the use of materials, equipment and services as may be deemed necessary in the interest of the safety, health and well-being of the Health Centre's patients and the public.

- 2.02 The Health Centre agrees that the rights described in this article shall be exercised in a manner consistent with all provisions of this agreement.

### **Article 3 Definitions**

#### **3.01 Temporary Employees**

Employees may be hired for a specific term not to exceed six (6) months, to replace an employee who will be on approved leave of absence, absence due to W.C.B. disability, sick leave, long term disability or to perform a special non-recurring task. This term may be extended a further six (6) months on mutual agreement of the Union, employee and Health Centre. 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 Health Centre will outline to employees selected to fill such temporary vacancies the circumstances giving rise to the vacancy, and the special conditions relating to such employment.

Permanent full-time employees who fill temporary full-time positions within their department are returned to their former position at the end of the term.

However, part-time employees who fill temporary full-time positions may elect to receive either the full-time compensation package or the part-time compensation package and will be returned to their former positions at the end of the term.

### 3.02 **Definition Of Spouse**

For the purpose of bereavement leave, the relationships specified are deemed to include a common-law spouse and a partner of the same sex.

## **Article 4 Relationship**

### 4.01 **No Discrimination**

The Health Centre and the Union agree that there will be no discrimination, intimidation, interference, restriction or coercion exercised or practised by the Health Centre or the Union, or by any of their representatives, with respect to an employee because of his membership or non-membership in the Union,

### 4.02 **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 Health Centre premises or on Health Centre time without prior approval of the Health Centre, except as specifically provided for in this Agreement. Such approval will not be unreasonable denied.

4.03 There shall be no discrimination on the part of the Health Centre or the Union by reason of age, race, creed, colour, nationality, sex or marital status, ancestry or place of origin, family status, handicap, sexual orientation, political affiliation or activity, or place of residence or as otherwise provided by the Ontario Human Rights Code.

## **Article 5 No Strikes or Lockouts**

5.01 The Union agrees there shall be no strikes and the Health Centre agrees there shall be no lock-out so long as this agreement continues to operate. The terms “strike” and “lock- out” shall bear the meaning given them in the Ontario Labour Relations Act.

## **Article 6      Union Security**

### **6.01      Dues Deduction**

It is agreed and understood that all present and future employees, shall be required to permit the Health Centre to deduct from the pay of each employee an amount equivalent to the regular monthly dues of the Union, and to remit such deductions to the Secretary/Treasurer of the Union, no later than the first day of the following month.

The Union shall notify the Health Centre in writing of the amount of the levy and when it changes and do so one (1) month prior to any change becoming effective.

The Union shall indemnify and save the Health Centre harmless with respect to any liability which might occur as a result of such deductions or remittances.

### **6.02**

#### **(a)      Changes**

Each employee shall be solely responsible to keep the Health Centre informed in writing of any change to their personal status, dependent status, name, address and telephone number.

#### **(b)      Notification**

The Health Centre agrees that the Union will be notified bi-monthly of all employees who have acquired seniority, all employees terminating during the month and any changes of names and addresses reported to the Health Centre.

#### **(c)      T4 Slip**

The Health Centre shall include on the Income Tax T4 slip the amount of Union Dues deducted from each Union member in the previous year.

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

#### 6.04 **Contracting Out**

The Health Centre 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 follows. Contracting out to an employer who is organized and who will employ the employees of the bargaining unit who would otherwise be laid off with similar terms and conditions of employment is not a breach of this agreement.

#### 6.05 **Employee Interview**

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

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

#### 6.06 **No Other Agreements**

No employee shall be required or permitted to make any written or verbal agreement with the Health Centre 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 Health Centre without proper authorization from the Union

#### 6.07 **Contracting In**

The parties agree that the Redeployment Committee will immediately undertake a review of any existing subcontract 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 Health Centre by members of the bargaining unit.

### **Article 7 Correspondence**

7.01 All correspondence between the parties arising out of the Agreement or incidental hereto shall pass to and from the Director, Human Resources, and the President and Secretary of the Union.

7.02 The Union will be advised in writing of any supervisory appointments directly

concerned with members of the bargaining unit.

**Article 8 Union Representatives**

**8.01(a) Negotiating Committee**

The Health Centre acknowledges the right of the Union to appoint or otherwise select a negotiating committee of not more than six (6) employees in connection with the negotiations of amendments or renewal of this Collective Agreement and such related matters which properly arise from time to time.

However, if the parties agree to one negotiating committee for full-time, part-time and clerical units, the committee may consist of not more than eight (8) employees.

**(b) Grievance Committee**

The Health Centre acknowledges the right of the Union to appoint or otherwise select a grievance committee consisting of four (4) members. It is understood that the members of the grievance committee may rotate from time to time but the employer shall not be required to recognize more than four (4) members at any grievance meeting.

**8.02 Union Stewards**

The Health Centre acknowledges the right of the Union to appoint or otherwise select eighteen (18) stewards to assist employees in the presentation of any grievance that may arise.

- (a) Nursing 7
- (b) Housekeeping - Days 2
- Evenings 1
- (c) Materials Management 2
- (d) Nutrition Services 2
- (e) Detoxification Unit 1
- (f) Maintenance 1
- (g) Chief Steward 1
- (h) Weekend 1

18 Stewards

The Union shall notify the Health Centre in writing of the appointment/election of all stewards, including the area or group represented. The above-named stewards represent all Full-time and Part-time members in

the service group of Local 1144. In the steward's absence, a designated member of the Union Executive shall act on behalf of those members in the group or area.

### 8.03 **Steward's Duties**

The Union acknowledges that committeemen and stewards have regular duties which must be effectively and efficiently performed on behalf of the Health Centre and that such employees will not therefore leave their duties without first obtaining permission to do so from their immediate supervisor, it being understood that permission will not be unreasonably withheld, and that when resuming their regular duties they will be required to report their return to their immediate supervisor, it being understood that time so taken away from regular duties will be confined to an absolute minimum. If, in the performance of his duties, a Union steward is required to enter an area within the Health Centre in which he is not originally employed, he shall report his presence to the supervisor in the area immediately upon entering it. It is agreed that time away from regular duties with the permission of the Health Centre when on the premises of the Health Centre shall be without loss of pay.

### 8.04 **Local Negotiations**

The Health Centre agrees to recognize a negotiating committee comprised of Health Centre employee representatives of the Union for the purpose of negotiating a renewal agreement (as set out in the Local Provisions Appendix). The Health Centre 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 Health Centre.

When direct negotiations begin or end within ten (10) hours of a negotiating team member's scheduled shift, the Health Centre 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 19.02.

### 8.05 **Central Negotiations**

In future central bargaining between the Canadian Union of Public Employees and the participating hospitals, an employee serving on the Union's Central Negotiating Committee shall be paid his regular straight time rate of pay and without loss of leave credits for attending central negotiating meetings with the Health Centres' 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 purposes 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 seven (7), and in no case will more than one (1) employee from a hospital be entitled to such payment.

The Union shall advise the Health Centres' Central Negotiating Committee, before negotiations commence, of those employees to be paid under this provision. The Health Centres' Central Negotiating Committee shall advise the seven Hospitals accordingly.

#### **8.06 National Representative**

The Union shall have the right to have the assistance of their full-time field representative when dealing with or negotiating with the Health Centre. With prior approval of the Director of Human Resources, such representative shall have access to the Health Centre premises in order to investigate or assist in the settlement of a written grievance under the contract. Such approval shall not be unreasonably denied.

### **Article 9 Discipline**

#### **9.01**

##### **(a) Right to Union Representation**

If a Department Head or his representative feels that it is necessary to discipline an employee, he shall normally discipline such employee in private. Such employee shall have the right to have his Union steward present, if so desired. In the steward's absence, a designated member of the Union Executive or another steward shall act on his behalf.

##### **(b) Written Warning**

When an employee is given a written warning by the Health Centre, a copy of such warning will be given to the Union at the time. An employee who believes a notation or written warning is unjust may file a grievance under the Grievance Procedure provision.

##### **(c) Copy of Discipline**

Whenever the conduct of an employee could be subject for discipline, and is therefore noted on the employee's personnel file, a copy of such notation shall be given to the employee promptly.

### **Article 10 Access to Files**

#### **10.01 Access to Personnel File**

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

#### 10.02 **Clearing of Record**

No written notice of censure shall be maintained in an employee's file for more than twelve (12) months of continuous service provided no similar offence is committed within this period.

### **Article 11 Grievance Procedure**

#### 11.01 **Complaint Stage**

A grievance may arise only from a dispute concerning the interpretation, application, administration, or alleged violation of this Agreement. An earnest effort will be made by the supervisor and the employee to resolve a dispute at the initial stage.

If a satisfactory resolution of the dispute acceptable to both parties is not reached, the grievance shall be submitted in writing and signed by the employee directly involved and processed in the following manner:

##### Step 1

The employee shall present his written grievance to his immediate supervisor not later than twenty (20) days after the occurrence of the alleged circumstances giving rise to the grievance. Such an employee may have the assistance of his steward, if he so desires, in the presentation of his grievance to his immediate supervisor. The supervisor shall reply to the grievance in writing. If a settlement, satisfactory to the employee concerned, is not reached within four (4) working days following the presentation of the grievance, or within any longer period of time which may be mutually agreed upon, then Step No.2 of the Grievance Procedure may be invoked provided such latter action is commenced within four (4) working days thereafter. Failure of the supervisor to reply as provided herein shall not prevent the moving of the grievance to the next step.

##### Step 2

Failing a satisfactory settlement being reached in Step No. 1, the Union Grievance Committee, consisting of not more than four (4) employees, shall submit the matter to the Department Head who shall render his decision in writing within three (3) working days after receipt of such submission. Failing a satisfactory settlement being reached at this stage, Step No. 3 may be invoked, provided such latter action is commenced within four (4) working days thereafter. Failure of the Department Head to reply as provided herein shall not prevent the moving of the grievance to the next

step.

### Step 3

Failing a satisfactory settlement being reached in Step No. 2, the Union may request a meeting with the Director, Human Resources of the Health Centre, or his appointee, for the purpose of dealing with the grievance. The Director, Human Resources or his appointee, shall render a reply to the grievance in writing. If final settlement is not reached within five (5) working days following the day upon which deliberations commenced, or such additional times as may be mutually agreed upon, then the grievance may be referred to a Board of Arbitration as herein provided.

#### 11.02 **Group Grievance**

Following the complaint stage, 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 Director or his designee within ten (10) working 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.

#### 11.03 **Policy Grievance**

A grievance of the Health Centre or a policy grievance of the Union which could not have been made the grievance of an individual employee shall be submitted by the party laying the grievance in writing to the other party, and discussion of such grievance shall commence at Step No. 3 of the Grievance Procedure in the same manner as the grievance of an employee, and proceed, if necessary, thereafter to a Board of Arbitration as provided herein.

#### 11.04 **Discharge or Suspension**

- (a) A claim by an employee who has acquired seniority standing and who has been discharged or suspended from the employ, with or without notice, that his discharge or suspension was without cause, shall be treated as a grievance, if his written statement is lodged with the Director of Human Resources or his designate within five (5) working days of his discharge. The five (5) working days shall not include Saturday or Sunday or a recognized holiday. Such grievance shall commence at Step No. 3 of the Grievance Procedure as provided herein.
- (b) Such special grievance may be settled by confirming the Health Centre's action in discharging or suspending the employee, or by reinstating the employee with appropriate compensation, or by any other arrangement which is just and equitable in the opinion of the parties, or of a Board of Arbitration established under the arbitration provisions of this Collective Agreement.

- (c) When an employee is discharged or suspended without pay by the Health Centre, he shall be so notified in writing and, should he so elect, he shall have the right to have his steward present when such notification is made. Where the employee decides to waive this right, he shall so signify by signing a form of dissent and the Union shall be copied.

## **Article 12 Arbitration**

### **12.01 Procedure**

In the event that the arbitration of a grievance which has been properly processed through the grievance procedure is desired by either party, then the other party shall be notified in writing no later than five (5) working days after the completion of Step No. 3. Such notice shall contain the name of the appointee to a Board of Arbitration named by the party invoking arbitration. It is understood that any question as to whether a matter is arbitrable may also become a subject for arbitration. The recipient of the notice shall within five (5) days advise the other party of the name of its appointee to the Board of Arbitration. The two appointees so selected shall within five (5) days of the appointment of the second of them appoint a third person who shall be the chairman. If the two appointees fail to agree upon a chairman, the Minister of Labour of the Province of Ontario, upon the request of either party, shall appoint an impartial chairman. The majority decision of the Board of Arbitration shall be final and binding upon the parties and upon any employees affected by it.

### **12.02 Sole Arbitrator**

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.

### **12.03 Jurisdiction**

The Board of Arbitration or the sole arbitrator shall not have jurisdiction or authority to alter or in any way modify the provisions of this Agreement, or to substitute any new provisions in lieu thereof, or to give any decision which is inconsistent with the terms and provisions of this Agreement.

- 12.04 The time limits set out in article 11 Grievance procedure and Article 12 Arbitration procedure 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 claimed to have been abandoned subject only to the provisions of Section 45 (8.3) of the Ontario Labour Relations Act.

### **12.05 Expenses**

Each of the parties hereto will bear the expenses of the arbitrator appointed by it, and the parties will equally share the expenses of the chairman or the sole arbitrator.

## **Article 13          Seniority**

### **13.01          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 Health Centre, 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.

### **13.02          Seniority List**

The Health Centre will maintain a seniority list showing the date each employee's seniority commenced. An updated seniority list shall be sent to the Union and posted on the bulletin board of the Health Centre in April and October of each year. The list shall remain posted for a period of thirty (30) days, and thereafter shall be maintained and displayed in the Human Resources Department for an additional sixty (60) days. If no challenge to this list is filed within this period, the list shall be accepted as correct for all purposes and shall not be challenged thereafter. The employer undertakes to include each employee's seniority date on their bi-weekly pay stubs.

### **13.03          Effect of Absence**

- (a) It is understood that during an approved unpaid absence not exceeding thirty (30) continuous days or any approved absence paid by the Health Centre, 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 Health Centre will continue to pay its share of the premiums up to eighteen (18) months while an employee is in receipt of W.C.B. benefits. Notwithstanding this provision, service shall accrue for a period of fifteen (15) weeks if an employee's absence is due to a disability resulting in W.C.B. 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 W.C.B. benefits or L.T.D. benefits for a period of one (1) year if an employee's unpaid absence is due to an illness.

#### 13.04 **Transfer of Seniority and Service**

Effective June 24, 1985 and for employees who transfer subsequent to that effective date:

For application of seniority for purposes of promotion, demotion, transfer, layoff and recall and service for purposes of vacation entitlement and wage progression:

- (i) an employee whose status is changed from full-time to part-time shall receive full credit for his 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 1 year for each 1725 hours worked.
- (iii) an employee whose status is changed from the full or part-time service unit to the clerical unit shall receive full credit for his seniority and vice versa.

The above-noted employee shall be allowed a trial period of up to thirty (30) working days, during which the Health Centre will determine if the employee can satisfactorily perform the job. Within this period the employee may voluntarily return, or be returned by the Health Centre to the position formerly occupied (without loss of seniority) 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.

#### 13.05 **Seniority Application**

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 shall operate on a bargaining unit-wide basis. The seniority of an employee shall apply in the case of promotions, transfers, demotions (except in the case of disciplinary demotions), provided the senior employee possesses the necessary qualifications and experience to perform the work to be assigned by the Health Centre.

#### 13.06 **Job Posting**

- (a) Where a permanent vacancy occurs in a classification within the bargaining unit, or a new classification is established by the Health Centre, 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 names of the successful applicants will be posted on the bulletin board each month for a period of seven (7) calendar days.

- (b) In filling posted vacancies, the Health Centre reserves the right to select the suitable candidate from among the applicants in accordance with 13.05. An applicant not selected will be notified and upon request will be advised of the reason.

Successful applicants and newly-hired employees need not be considered for any subsequent vacancies for a period of three (3) months.

Temporary vacancies will be posted within the department and filled according to 13.05.

- (c) Where there are no successful full-time applicants, part-time employees represented by the Union will be considered before other applicants.

- d) Trial Period

The successful applicant shall be allowed a trial period of up to thirty (30) working days, during which the Health Centre will determine if the employee can satisfactorily perform the job. Within this period, the employee may voluntarily return, or be returned by the Health Centre, 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.

### 13.07 **Promotions Posted**

The Health Centre is prepared to provide the Union with a copy of the posted notice of promotions within the bargaining unit.

### 13.08 **Transfers and Seniority Outside Bargaining Unit**

Effective for employees transferred out of the bargaining unit subsequent to the date of signing of the collective agreement:

- (a) It is understood that an employee shall not be transferred by the Health Centre 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

Health Centre to a position in the bargaining unit, he shall be credited with the seniority held at the time of transfer and resume accumulation from the date of his return to the bargaining unit.

- (c) In the event an employee transferred out of the bargaining unit under (b) above is returned to the bargaining unit within a period of six (6) calendar months, he shall accumulate seniority during the period of time outside the bargaining unit.
- (d) When an employee, who has transferred out of the bargaining unit for more than six (6) months, wishes to return to a position in the bargaining unit she may submit a written request to the Director, Human Resources with a copy to the President of the Union. The parties may then consider the reassignment of the employee to a bargaining position subject to the employee's qualifications for any vacant position.

**NOTE:** Employees outside the bargaining unit as of the date of signing of the collective agreement will be credited with whatever seniority they held under the collective agreement expiring September 28, 1989 should they be returned to the bargaining unit subsequent to the date of signing of the collective agreement.

### 13.09 **Loss of Seniority**

An employee shall lose his seniority standing and his name shall be removed from the seniority list and his employment terminated for any of the following reasons:

- (a) if the employee is discharged and is not subsequently reinstated;
- (b) if the employee resigns or retires from the employ of the Health Centre;
- (c) if the employee is absent without permission or overstays a permitted leave of absence and fails in either case to furnish the Health Centre with an acceptable reason for such absence/ When a reason is not accepted by the Health Centre, it may become the subject of a grievance;
- (d) if the employee is laid off continuously for a period in excess of twenty-four (24) consecutive months;
- (e) if the employee has been laid off and fails to return to work within seven calendar days after that employee has been notified by the Health Centre through registered mail addressed to the last address on the records of the Health Centre, subject to any special provisions regarding temporary vacancies noted under the heading of Layoff and Recall;
- (f) if an employee is absent due to illness or disability for a period of thirty (30) months from the time the disability or illness commenced.

### 13.10 **Notice and Redeployment Committee**



(a) **Notice**

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

- (i) provide the Union with no less than six (6) months' written notice of the proposed layoff or elimination of position; and
- (ii) provide to the affected employee(s), if any, no less than six (6) 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) **Redeployment Committee**

At the Health Centre a Redeployment Committee will be established not later than two (2) weeks after the notice referred to in 13.10 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 Health Centre which could be performed by bargaining-unit employees who are or would otherwise be laid off;
- (2) Identify vacant positions in the Health Centre 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 13.14, the Health Centre 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 Health Centre 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 Health Centre 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 Health Centre 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 Health Centre 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 Health Centre'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 Health Centre shall provide a copy, together with accompanying documentation, to the Union."

Any agreement between the Health Centre and the Union resulting from the above review concerning the method of implementation will take precedence over other terms of layoff in this Agreement.

(c) **Seniority on Layoff**

Both parties recognize that job security should increase in proportion to length of service. Therefore, in the event of a layoff, employees shall be laid off in the reverse order of seniority, provided the employees retained are qualified to perform available work. Employees shall be recalled in the order of seniority, provided they are qualified and able to do the work.

(d) **Union Continuity**

In order that the continuity of the Union will not become jeopardized when layoffs are being made, the President, Vice President, Recording Secretary, Secretary/Treasurer and Chief Steward and any other executive board member shall be the last persons laid off during their term of office, so long as full-time work which they are qualified to perform, at their own or at a lower wage level, as applicable, is available.

13.11 **Layoff and Recall**

An employee in receipt of notice of layoff pursuant to 13.10 may:

- (a) accept the layoff; or
- (b) opt to receive a separation allowance as outlined in Article 13.16; or
- (c) opt to retire, if eligible under the terms of the Sister of St. Joseph's Pension Plan as outlined in Article 21.09 Retirement Allowance.
- (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 13.10.

An employee who chooses to exercise the right to displace another employee with lesser seniority shall advise the Health Centre 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 5% 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 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 Health Centre 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 employee 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 Health Centre shall notify the employee of recall opportunity by registered mail, addressed to the last address on record with the Health Centre (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 Health Centre.

Employees on recall 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 Health Centre shall pay its share of insured benefits premiums for the duration of the six-month notice period provided for in Article 13.10.

### 13.12 **Two-Day Layoff**

The Health Centre shall have the right to lay off employees without regard to seniority

in the event of a layoff of two (2) working days or less in duration, where such layoff is occasioned by an Act of God or other emergency beyond the control of the Health Centre.

### 13.13 **Notice of Cut-back**

In the event of a substantial bed cut-back in service, the Health Centre will provide the Union with reasonable notice. If requested, the Health Centre will meet with the Union through the Labour/Management Committee to review the reasons and expected duration of the bed cut-back or cut-back in service, any realignment of service or staff and its effect on employees in the bargaining unit.

### 13.14 **Technological Change**

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

The Health Centre 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 or more years of continuous service who are subject to layoff 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.

### 13.15 **Retraining**

#### (a) Retraining for Positions within the Health Centre

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 Health Centre position identified by the Redeployment Committee in accordance with Article 13.10:

#### (i) Opportunities to fill vacant positions identified by the Health Centre

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 Health Centre in its discretion.

- (ii) The Health Centre 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 Health Centre, 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 Health Centre will continue to receive insured benefits.

(b) Placement

Upon successful completion of his or her training period, the Health Centre and the Union undertake to waive any restrictions which might otherwise apply, and the employee will be placed in the job identified in 13.15.

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.

13.16 **Separation Allowances**

- a) Where an employee resigns within 30 days after receiving notice of layoff pursuant to article 13.10 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 13.10 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."

13.17 **Portability of Service**

An employee hired by the Health Centre with recent and related experience may claim consideration for such experience at the time of hiring on a form to be supplied by the Health Centre. Any such claim shall be accompanied by verification of previous

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

## **Article 14           Hours of Work**

### **14.01       No Guarantee**

The Health Centre does not guarantee to provide employment or work for normal hours or for any other hours.

### **14.02       Daily and Weekly Hours of Work**

The standard work day for all employees shall be seven and one-half (7 1/2) hours exclusive of one-half (1/2) hour unpaid meal break and the standard work week shall be thirty-seven and one-half (37 1/2) hours. The meal period shall be an uninterrupted period, except in cases of emergency.

### **14.03       Rest Periods**

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

### **14.04       Additional Rest Periods**

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



#### 14.05 **Scheduling**

Days off shall be consecutive and be planned in such a way as to provide at least one (1) weekend off in a three (3) week period. Where possible, additional weekends off will be scheduled. In the event of failure to give every third weekend off, the premium rate shall be paid. However, this premium shall not apply if the weekend is requested by the employee, is a result of an exchange of shifts with another employee or is the result of an arrangement initiated by the employee.

In no instance will an employee be normally required to work more than seven (7) consecutive days without receiving his days off. The anticipated schedule shall be posted at least two (2) weeks in advance of it going into effect, showing shifts and off days and will not be changed after posting except for good reason. An employee who is required to work more than seven (7) consecutive days shall be paid overtime rates until the next day off begins for the time worked that exceeds seven (7) consecutive days. However, the exchanging of shifts by employees with the consent of the Health Centre shall not result in overtime payment.

In order to meet the above scheduling requirements, levelling will be permitted.

#### 14.06 **Changing Shifts**

In order that an employee should receive two (2) shifts off each day, shifts shall be arranged so that an employee is not scheduled to work on more than one (1) shift in any twenty-four (24) hour period.

However, if an employee is required to work an additional shift within the stated twenty- four (24) hour period, he shall, subject to the provision of clause 15.01, be paid time and one-half (1-1/2) for all hours worked on the additional shift.

#### 14.07 **Split Shifts**

There shall be no split shifts.

#### 14.08 **Time Clocks**

The Health Centre will not use time clocks for attendance purposes.

## **Article 15          Premium Payment**

### **15.01          Definition of Regular Straight Time Rate of Pay and Overtime**

Any hours worked by an employee in addition to a standard work day, as defined in 14.02 above, or the total number of normal hours during a given two week period shall be paid for at the rate of time and one-half of the employee's regular straight time rate of pay.

### **15.02          Overtime Premium and No Pyramiding**

Overtime premiums 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 week and also as hours for which the overtime premium is paid.

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

### **15.03          Time Off in Lieu of Overtime**

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

### **15.04          Equitable Distribution**

No employee shall be required to lay off during his normal schedule of working hours for the sole purpose of depriving him of overtime pay. Overtime and call-back time shall be divided equitably among those employees normally engaged in these operations and who are qualified to perform the work that is available.

### **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. However, the reporting allowance outlined herein shall not apply whenever an employee has received prior notice not to report for work or when work is not available due to conditions beyond the control of the Health Centre.

15.06 **Call-back**

An employee who is called in after leaving the premises of the Health Centre and required to work outside his regular working hours shall be paid a minimum of four (4) hours pay at time and one-half (1-1/2) of his regular straight time rate of pay for such call in. Should an employee who has commenced his scheduled vacation and agrees upon request by the Health Centre 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 regular straight time rate of pay 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.

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. When an employee is called-back to work, standby pay ceases.

15.08 **Temporary Transfer**

(a) **Bargaining Unit - Higher Rate**

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.

(b) **Outside - Responsibility Pay**

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

15.09 **Shift Premium**

Employees shall be paid a shift premium of forty-five (45) cents per hour for all hours worked where the majority of their scheduled hours fall between 1500 and 0700 hours.

**15.10 Week-end Premium**

Employees shall be paid forty-five (45) cents as week-end premium for all hours worked between 2330 hours Friday and 2330 hours Sunday, or such other forty-eight (48) hour period as may be agreed upon by the local parties.

**Article 16 Paid Holidays**

**16.01 Equitable Distribution**

The Health Centre shall endeavour to arrange equitable distribution of holidays worked and time off amongst employees.

**16.02 Paid Holidays**

The following holidays will be recognized by the Health Centre:

New Year's Day	Civic Holiday
2nd Monday in February	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	2nd Monday in November
Victoria Day	Christmas Day
Canada Day	Boxing Day

Christmas Day, Boxing Day, New Year's Day and Canada Day may fall on a Saturday or a Sunday. When this occurs the actual day of the holiday will be the only day for which premium payment is made for hours worked.

However, the following Monday and/or Tuesday shall be observed as a lieu day for departments which regularly schedule employees to work Monday to Friday only.

There shall not be more than twelve (12) holidays annually. Should the Health Centre 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 Health Centre shall be established as the legislated holiday after discussion with the Union, so that the Health Centre's obligation to provide the number of paid holidays as noted above remains unchanged.

### 16.03 **Holiday Pay**

Holiday pay, for an employee working the standard hours per day, as set out in provision 14.02, 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.

Provided the employee has worked the normal shifts immediately preceding and the normal shift immediately following the holidays, if not scheduled to work on such holidays, the Health Centre will pay such employee for the number of normal shift hours ordinarily worked by such employee at the employee's regular straight time rate of pay.

In the case of an employee who works on the day of the holiday, such employee will receive the time and one-half (1-1/2) of his regular straight time rate of pay he is otherwise entitled to receive, and will be given a day off with pay at some other time in lieu of the holiday worked, if he so desires. The choice of such lieu day must be approved by the Health Centre and must be taken within sixty (60) days unless mutually agreed.

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.

An employee unavailable for work due to illness on the day preceding or following a holiday shall provide the Health Centre with proof of sickness to receive such holiday pay.

### 16.04 **Overtime on 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 his regular straight time hourly rate for such authorized overtime.

### 16.05 **Holiday During Vacation**

When a recognized holiday or holidays falls within an employee's vacation period, he shall be granted an extra day or days off with pay with his vacation.

## **Article 17        Vacations**

### **17.01    Eligibility**

Vacations shall be on an accrual basis and for the purpose of calculating vacation eligibility, the determining date shall be the service date of the employee.

### **17.02    Less than 1 Year**

An employee who has completed less than one (1) year of continuous service with the Health Centre shall receive a pro-rated vacation with pay based on a two week entitlement.

### **17.03    1-2 Years**

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

### **17.04    2-5 Years**

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

### **17.05    5-15 Years**

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

### **17.06    15-25 Years**

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

### **17.07    More than 25 Years**

An employee who has completed twenty-five (25) years or more of continuous service shall be entitled to 6 weeks annual vacation with pay.

### **17.08    Salary Continuance**

Vacation pay shall be calculated on the basis of the employee's regular straight time rate of pay times their normal weekly hours of work, subject to the application of Article 13.03, Effect of Absence.

### **17.09    Work During Vacation**

Should an employee who has commenced his scheduled vacation and agrees upon request by the Health Centre 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 regular straight time rate of pay 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.

**17.10 Maximum Accrual**

Employees may accrue vacation days up to but not exceeding one and one-half (1-1/2) times their annual entitlement but, in that event, the Health Centre cannot guarantee that such vacation entitlement may be taken consecutively. However, the Health Centre will endeavour to accommodate requests for consecutive use of the full accumulation during non-peak periods. Furthermore, at the point of such accumulation, following a discussion with the employee regarding preference, a portion of the vacation will be scheduled.

**17.11 Weekends Off**

Employees shall be given the weekend off before and following their scheduled vacation period once each calendar year.

**17.12 Seniority Rights**

When employees in a particular working group, as defined by the Health Centre, desire the same or overlapping vacation periods which, because of staffing requirements by the Health Centre, are not permitted, then the seniority of the employees directly affected shall govern in the assignment of vacation. A claim of precedence due to seniority shall be exercised only once in each calendar year.

**17.13 Vacation Advance**

Employees who want their vacation pay in advance must notify their department heads in writing four (4) weeks before the commencement of their vacation.

**17.14**

**(a) Illness Prior To and During Vacation**

Where an employee's scheduled vacation is interrupted due to serious illness which commenced prior to and continues into the scheduled vacation period, the period of such illness shall be considered sick leave. The portion of the employee's vacation which is deemed to be sick leave under the above provision will not be counted against the employee's credits.

**(b) Hospitalization During Vacation**

Where an employee's scheduled vacation is interrupted due to a serious illness

requiring the employee to be an in-patient in a hospital, the period of such hospitalization shall be considered sick leave.

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

#### **17.15 Vacation Pay on Termination**

In the event of the termination of any employee for any reason, accrued vacation shall be paid out. Employees on layoff with recall rights may decide to retain credits in the vacation bank.

### **Article 18 Sick Leave**

#### **18.01 HOODIP Equivalent/Eligibility**

- a) The Health Centre will pay 75% of the billed premium towards coverage of eligible employees under the long term disability portion of the Plan (HOODIP or an equivalent plan), the employee paying the balance of the billed premium through payroll deduction. 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 months or more of full time service shall be deemed to have three months of service.
- b) Any dispute which may arise concerning an employee's entitlement to any benefit including HOODIP and equivalents, may be subject to the grievance and arbitration under the provisions of this collective agreement.
- c) 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.

#### **18.02 Transfer to Plan**

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.

#### **18.03 Frozen Sick Bank**

Existing sick leave credits for each employee shall be converted to hours and placed in a sick leave bank to the credit of the employee. The "sick leave bank" shall be utilized to:

- (1) supplement payment for the lost straight time wages on sick leave days under the new program which would otherwise be at less than full wages and,



- (2) where a pay-out provision existed under the former sick leave plan in the Collective Agreement, pay-out on termination of employment shall be that portion of the unused frozen sick leave hours under the former conditions relating to pay-out, and,
- (3) where, as of the effective date of transfer, an employee does not have the required services 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 dollars providing he subsequently achieves the necessary service to qualify him for pay-out under the conditions relating to such pay-out.

Note: This provision 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.

#### 18.04 **Penalty**

The Health Centre further agrees to pay employees an amount equal to any loss of benefits under HOODIP for the first two days of the fourth and subsequent period of absence in any calendar year.

#### 18.05 **Record of Credits**

A record of all unused frozen sick leave will be kept by the Health Centre. Within three (3) months after the close of each calendar year, each employee shall be advised by the Health Centre of the amount of frozen sick leave standing to his credit.

#### 18.06 **Notification**

To receive sick leave pay, it is the employee's responsibility to notify his department supervisor or, to comply with any alternate arrangement required by his department, of his expected absence and term of absence in time to arrange for a replacement or rearrangement of the employee's work schedule. However, if an employee is unable to notify the Health Centre due to circumstances which are reasonably beyond his control, he will not be deprived of sick leave pay.

**18.07 First Day of Injury**

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.

**18.08 Medical Certificate**

A medical certificate may be required by the Health Centre for payment of sick leave.

**18.09 Lighter Duties**

An employee who has become unable to handle heavy work to advantage owing to age or other infirmity shall be given preference for any available lighter work provided he maintains the necessary competence to satisfactorily perform such lighter work.

**18.10 Payment Pending Determination of WCB 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 Workers' Compensation for a period longer than one complete pay period may apply to the Health Centre for payment equivalent to the lesser of the benefit she would receive from Workers' Compensation if her claim was approved, or the benefit to which she would be entitled under the short term sick leave plan. Payment will be provided only if the employee provides evidence of disability satisfactory to the Health Centre and a written undertaking satisfactory to the Health Centre that any payments will be refunded to the Health Centre following final determination of the claim by The Workers' Compensation Board. If the claim for Workers' Compensation is not approved, the monies paid as an advance will be applied towards the benefits to which the employee would be entitled under the short term sick leave plan. Any payment under this provision will continue for a maximum of fifteen (15) weeks."

**Article 19 Leave of Absence**

**19.01 Personal Leave**

The Health Centre may grant leave of absence without pay to an employee after the completion of the probationary period with the Health Centre for any reason which is regarded by the Health Centre as legitimate and acceptable. A request for such leave shall be made in writing along with the reasons. A leave of absence shall not be taken without first obtaining the formal approval of the Health Centre.

**19.02**

(a) **Union Business Leave**

Leave of absence without loss of seniority shall be granted upon written request by the Union to the Health Centre for an employee elected or appointed to represent the Union at conventions or seminars and other Union functions, such monies paid for pay and benefits shall be recovered monthly through the accrued monies payable to the Union arising from deductions of dues. Such leave should not interfere with the continuance of efficient operations of the Health Centre, it being understood that the Union will provide reasonable notice of such requests. If such leave is not granted, the reason shall be in writing. The Health Centre shall respond within a reasonable period of time to requests for such leaves of absence. The Union clarifies that Union functions referred to above to mean official Union business.

(b) **Leave of Absence - Union**

An employee who is elected or selected for a full-time position with the Union shall be granted a leave of absence without loss of seniority for a period of one (1) year.

Such leave shall be renewed for a further one year period upon request. Such employee shall receive his/her pay and benefits, if requested, as provided for in this agreement, but, the Union shall reimburse the Health Centre for all pay and benefits during the period of absence.

19.03 **Bereavement Leave**

Leave of absence without loss of pay will be granted an employee up to a maximum of three (3) working days in the case of death of a member of his/her family. "Member of his/her family" shall mean a spouse, daughter, son, mother, father, sister, brother, mother-in-law, father-in-law, legal guardian, grandchildren, grandparents, sister-in-law, brother-in-law, son-in-law, daughter-in-law and step parent.

Pay for bereavement leave shall be based on time lost from regularly scheduled shift(s) which the employee would otherwise have worked up to the maximum days provided herein. Payment for such day or days off will be confined to the period from the date of death up to and including the date of the funeral.

The Health Centre, in its discretion, may extend such leave without pay or by permitting the employee to utilize vacation credits.

#### 19.04 **Jury and Witness Duty Leave**

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

- (a) notifies the Health Centre 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 Health Centre 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 Health Centre on his regularly scheduled day off, the Health Centre 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 Health Centre 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 Health Centre 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.

#### 19.05 **Pregnancy Leave**

- (a) Pregnancy leave will be granted in accordance with the provision of the Employment Standards Act except where amended in this provision.
- (b) The service requirement for eligibility for pregnancy leave shall be thirteen (13) weeks of continuous service.
- (c) The employee shall give written notification one month prior to the commencement of the leave of her request for leave together with her expected date of return. At such time she shall also furnish the Health Centre with her Doctor's certificate as to pregnancy and expected date of delivery.

- (d) Effective on confirmation by the Unemployment Insurance Commission of the appropriateness of the Health Centre's Supplementary Unemployment Benefit (SUB) Plan, an employee who is on pregnancy leave as provided under this Agreement who has applied for and is in receipt of Unemployment Insurance pregnancy benefits pursuant to Section 18 of the *Unemployment Insurance Act*, shall be paid a supplemental unemployment benefit for a period not exceeding fifteen (15) weeks. The supplement shall be equivalent to the difference between ninety-three percent (93%) of her normal weekly earnings and the sum of her weekly unemployment insurance benefits and any other earnings. Receipt by the Health Centre of the employee's unemployment insurance cheque stubs shall constitute proof that she is in receipt of Unemployment Insurance pregnancy benefits.

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

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

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

The employee has the right to extend the pregnancy leave to six (6) months in total. Written notice by the employee to extend the pregnancy leave will be given at least two (2) weeks prior to the termination of the initially approved leave. This notice requirement will be shortened in circumstances where medical complications occur in the two (2) weeks prior to the termination of the initially approved leave.

It is understood that during a pregnancy leave 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, the benefits concerned appropriately reduced on a pro rata basis and the employee's anniversary date adjusted by the entire period of the absence. In addition, the employee will become responsible for full payment of subsidized employee benefits in which she is participating for the period of the absence.

Credits for service shall accumulate for the initial seventeen (17) weeks from the commencement of the leave while an employee is on pregnancy leave.

However, credit for seniority shall not be suspended but shall accumulate during such leave.

The Health Centre will continue to pay its share of the premiums of the subsidized employee benefits in which the employee is participating for the initial seventeen (17) weeks from the commencement of the leave while the employee is on **pregnancy** leave. After seventeen (17) weeks and subject to the provision of the master policies governing such plans, employees desiring to maintain such protection through the Employer shall be entitled to remit to the Employer such full premiums as fall due during the leave so as to insure continued coverage.

The employee shall reconfirm her intention to return to work on the date originally provided to the Health Centre by written notification to be received by the Health Centre at least two weeks in advance thereof.

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.

#### 19.06 **Parental Leave**

- (a) Parental 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 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 purpose 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/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.

- (e) Effective on confirmation by the Unemployment Insurance Commission of the appropriateness of the Health Centre'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 Unemployment Insurance parental benefits pursuant to Section 18 of the Unemployment Insurance Act, shall be paid a supplemental unemployment benefit for a period not exceeding ten (10) weeks. That benefit shall be equivalent to the difference between ninety-three (93%) percent of the employee's normal weekly earnings and the sum of his/her weekly unemployment insurance benefits and any other earnings. Receipt by the Health Centre of the employee's unemployment insurance cheque stub will serve as proof that the employee is in receipt of unemployment parental benefits.

The employee's normal weekly earnings shall be determined by multiplying the employee's regular hourly rate on his/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/she were not on parental leave.

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

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

- (f) It is understood that during a parental leave 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, the benefits concerned appropriately reduced on a pro rata basis and the employee's anniversary date adjusted by the entire period of the absence. In addition, the employee will become responsible for full payment of subsidized employee benefits in which he/she is participating for the period of the absence.
- (g) Effective (one (1) month after date of award), credits for service shall accumulate for the initial seventeen (17) weeks from the commencement of the leave while an employee is on parental leave.

However, credit for seniority shall not be suspended but shall accumulate during such leave.

- (h) Effective (one (1) month after date of award), the Health Centre will continue to pay its share of the premiums of the subsidized employee benefits in which the employee is participating for the initial seventeen (17) weeks from the commencement of the leave while the employee is on parental leave. After seventeen (17) weeks and subject to the provisions of the master policies governing such plans, employees desiring to maintain such protection through the Employer shall be entitled to remit to the

Employer such full premiums as fall due during the leave so as to insure continued coverage.

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

#### 19.07 **Upgrading**

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

#### 19.08 **Educational Leave**

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

#### 19.09 **Prepaid Leave Plan**

- a) The plan is available to employees wishing to spread four (4) year's 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 year leave of absence following the four (4) years of salary deferral.
- b) The employee must make written application to the Health Centre 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 parties through local negotiations. 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 Health Centre.
- d) Where there are more applications than spaces allotted, the decision will be based on seniority.
- 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 Health Centre.
- g) All deferred salary 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 Health Centre and the employee. Interest earned on the deferred salary is paid out annually and deemed employment income.
- 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 the 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 Sisters of St. Joseph 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 only in cases of proven financial hardship or termination of employment. Deferred salary, plus accrued interest, if any, will be returned to the employee within a reasonable time period.
- j) If the employee terminates employment, the deferred salary held by the Health Centre 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 Health Centre will endeavour to find a temporary replacement for the employee as far in advance as practicable. If the Health Centre is unable to find a suitable replacement, it may postpone the leave. The Health Centre 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. In any case, the

deferral period cannot exceed 6 years from the date on which the salary deferral commenced.

- 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 prepaid leave program will be subject to the employee entering into a formal agreement with the Health Centre in order to authorize the Health Centre to make the appropriate deductions from the employee's pay. Such agreement will include:
  - i) A statement that the employee is entering the prepaid leave program in accordance with Article 19.09 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.
- n) The employee is obliged to return to work at the Health Centre for a period of time equivalent to the leave.

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

## **Article 20 Occupational Classifications and Wage Rates**

### **20.01 Wages and Retroactivity**

Occupational classifications and wage rates are set out in Appendix "A" which is attached hereto and forms part of this Agreement. These rates shall be applicable to all full-time employees on the active payroll of the Health Centre on the date of signing of the Collective Agreement and paid retroactively to September 29th, 1993 and September 29th, 1994.

### **20.02 Former Employees**

- (a) Employees in the active employ of the Health Centre on September 29th, 1993 who have been thereafter laid off or retired or who have since deceased, shall be entitled to receive any retroactive payment based on regular straight time rate of pay for all hours paid from September 29th, 1993 and the date of their layoff, retirement or death.
- (b) Employees who left the employ of the Health Centre since September 29th, 1993 are entitled to payment of the general wage increase only for the period September 29th, 1993 to date of termination of the following basis:

Within fifteen (15) days after signing of the Collective Agreement, the Health Centre

is to contact such employees by letter at the previous employee's address last known to the Health Centre. Such employees will have thirty (30) days from the date on which the letter was sent to claim retroactive adjustment.

### **20.03 Job Classification**

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

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

### **20.04 Promotion**

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 rates 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).

20.05     **Credit for Experience**

It is agreed that the Health Centre may hire new employees at a rate higher than the starting rate set out in this Collective Agreement.

20.06     **Lead Hand**

A Lead Hand as long as he is so appointed by the Health Centre shall receive a premium of fifteen (15) cents per hour.

**Article 21           Welfare Benefits**

21.01     **Life Insurance**

The Health Centre agrees to contribute 90% of the monthly premium required of properly enrolled employees of the Life Insurance Plan, provided that it is not more than thirty-four (\$.34) cents per month per One Thousand Dollars (\$1,000.00) of the insurance coverage of the employee's life under the plan.

Effective (the first of the month after receipt by the Health Centre from the Union of notice of ratification by its members) the Health Centre's contribution to the Life Insurance Plan premiums will be 100% provided that it is not more than thirty-four (\$.34) cents per month per One Thousand Dollars (\$1,000.00) of the insurance coverage of the employee's life under the plan.

21.02     **Semi-Private**

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

21.03     **Extended Health**

The Health Centre agrees to contribute on behalf of each eligible employee covered by the Collective Agreement 75% of the presently billed premium under the Blue Cross Extended Health Care Plan or equivalent consisting of fifteen (\$15.00) dollars single and twenty-five (\$25.00) dollars family deductible (no co-insurance) subject to the terms and conditions of such plan, and subject to the carrier's requirements as to a minimum enrolment, provided the balance of the monthly premium is paid by the employee through payroll deduction. In addition to the standard benefits, coverage will include vision care with a maximum of \$90.00 every 24 months and the hearing aid allowance will be \$500.00 lifetime maximum.

#### 21.04 **Dental Plan**

Subject to an enrolment requirement of 55% of eligible employees in the bargaining unit, the Health Centre agrees to contribute 75% of the billed premiums towards coverage of eligible employees in the active employ of the Health Centre under the Blue Cross #9 Dental Plan or comparable coverage with another carrier (based on the current O.D.A. fee schedule as it may be updated from time to time) providing the balance of the monthly premium is paid by the employee through payroll deduction.

#### 21.05 **Change of Carrier**

It is understood that the Health Centre 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 Health Centre shall notify the Union to explain the proposed change and to ascertain the views of the employees. Upon a request by the Union, the Health Centre shall provide to the Union full specifications of the benefit programs contracted for and in effect for employees covered herein.

#### 21.06 **Pension Plan**

It is agreed that all present employees enrolled in the Health Centre'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.

#### 21.07 **Unemployment Insurance Rebate**

The short-term sick leave plan shall be registered with the Unemployment Insurance Commission (UIC). The employee's share of the employer's unemployment insurance premium reduction will be retained by the Health Centre towards offsetting the cost of the benefit improvements contained in this Agreement.

#### 21.08 **Insured Benefits (early retired employees)**

The Health Centre will provide equivalent coverage to all employees who retire early and have not yet reached age 65 and who are in receipt of the Health Centre's pension plan benefits on the same basis as is provided to active employees for semi-private, extended health care and dental benefits. The Health Centre will contribute the same portion towards the billed premiums of these benefits plans as is currently contributed by the Health Centre to the billed premiums of active employees.

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

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

#### 21.09 **Retirement Allowance**

Prior to issuing notice of layoff pursuant to Article 13.10 in any classification(s), the Health Centre will offer early-retirement allowance to a sufficient number of employees eligible for early retirement under The Sisters of St. Joseph's Pension Plan 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 13.10.

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

### **Article 22 Health and Safety**

The Health Centre and the Union agree that they mutually desire to maintain standards of safety and health in the Health Centre in order to prevent accidents, injury and illness.

#### 22.01 **Accident Prevention - Health and Safety Committee**

- (a) Recognizing its responsibilities under the applicable legislation, the Health Centre agrees to accept as members of its Accident Prevention - Health and Safety Committee two (2) representatives selected or appointed by the Union from amongst full-time bargaining unit employees.
- (b) Such committee shall identify potential dangers and hazards, institute means of improving health and safety programs and recommend actions to be taken to improve conditions related to safety and health.
- (c) The Health Centre agrees to cooperate reasonably in providing necessary information to enable the committee to fulfil its functions.

- (d) Meetings shall be held every second month or more frequently at the call of the chair if required. The Committee shall maintain minutes of all meetings and make the same available for review.
- (e) Any representative appointed or selected in accordance with 22.01 (a) hereof shall serve for a term of one calendar year from the date of appointment which may be renewed for further periods of one year. Time off for such representative(s) to attend meetings of the Accident Prevention - Health and Safety Committee in accordance with the foregoing shall be granted and any representative(s) attending such meetings during their regularly scheduled hours of work shall not lose regular earnings as a result of such attendance.
- (f) The Union agrees to endeavour to obtain the full cooperation of its membership in the observation of all safety rules and practices.
- (g) 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 requests, will be granted an unpaid leave of absence before commencement of the maternity leave referred to in Article 12.06
- (h) Where the Health Centre identifies high risk areas where employees are exposed to Hepatitis B, the Health Centre will provide at no cost to the employees, a Hepatitis B vaccine.
- (i) One Health and Safety Representative to represent all CUPE Bargaining Units will be a certified worker defined under the Occupational Health & Safety Act.

## 22.02 **Safety Footwear**

On January 1st of each calendar year the Health Centre will provide thirty-five (\$35.00) dollars per calendar year to each full-time employee who is required by the Health Centre, as delineated below, to wear safety footwear during the course of his duties.

The Health Centre will require employees performing the following functions to wear appropriate safe footwear:

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

## **Article 23          General**

### **23.01          Gender**

Wherever the masculine is used in the Agreement, it shall be considered that the feminine has been used where that context would apply.

### **23.02          Bulletin Boards**

The Health Centre will provide bulletin boards, the location to be agreed by the parties, upon which the Union may post notices of Union business which have been approved by the Health Centre for posting. Where such bulletin boards are locked, the Union will be supplied with a key.

### **23.03          Collective Agreement**

A copy of this Collective Agreement shall be issued by the Health Centre to each employee. The cost of preparing such copies will be shared equally by the Health Centre and the Union.

### **23.04          Uniforms**

Each employee who is required to wear a uniform of the Health Centre's choice shall be supplied with such uniform by the Health Centre. On termination of employment such uniforms must be surrendered to the Health Centre.

### **23.05          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 understood that joint meetings with other Labour-Management Committees in the Health Centre may be scheduled concerning issues of mutual interest if satisfactory to all concerned.

Where two or more agreements exist between the Health Centre and CUPE the Committee may be a joint one representing employees under both agreements, unless otherwise agreed.

**23.06 Pay**

Pay by direct bank deposit, together with a statement of earnings, will be bi-weekly.

**23.07 Storage Facilities**

The Health Centre agrees to provide storage facilities to the Union for a filing cabinet.

**23.08 Transportation Allowance**

When an employee is required to travel to the Health Centre or return to his/her home as a result of reporting to or off work between the hours of 2400 hours and 0600 hours, the Health Centre will pay the transportation cost either by taxi or by own vehicle at the rate of .22 cents per kilometre to a maximum of \$14.00. The employee will provide to the Health Centre satisfactory proof of expense. However, this allowance will not apply to shifts which normally commence before 0600.

**23.09 Meal Allowance**

- (a) When an employee is required to and does work for three (3) or more hours of overtime after his normal shift, he shall be provided with a meal ticket up to the value of \$6.00 or \$6.00 if the Health Centre is unable to provide the meal or has been unable to schedule a meal break during the overtime period. The meal ticket must be used or exchanged within thirty (30) days from the date of issuance.

Notwithstanding the foregoing, where the overtime assignment is for a period of three (3) hours, no more or less, the employee is not required to take a meal, if available, and may claim the six dollars (\$6.00) payment.

- (b) Call back shall not be considered as hours worked for the purposes of this Article.

**Article 24 Terms of Agreement**

**24.01 Expiry Date**

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,

1995. Upon receipt of such notice by one party or the other, both parties will meet thereafter for the purpose of bargaining.

#### 24.02 **Renewal**

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 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 (45) 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.

24.03 **Wage Rates**

The wage rates in effect for the duration of this Collective Agreement shall be as set forth in Appendix "A" attached to and forming part of this Collective Agreement.

IN WITNESS WHEREOF the parties have executed this Collective Agreement on the 30<sup>th</sup> day of October, 1998.

SIGNED ON BEHALF OF:

THE HEALTH CENTRE

Michael Ryan

Paula Birnbaum

Angie Armstrong

Janet MacLean

Gayle Seto

THE UNION

Cathie McQuarrie

Richard Saladziak

Donald Costello

Peter Martin

Ben Medina

John Konopka

**Appendix B - Letters of Understanding  
CUPE Full-time Service Agreement Expiring September 28, 1995**

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Office Space 56

Alternative Scheduling Arrangements 57

Violence in the Workplace 58

Performance Evaluation 59

Protective Clothing 60

Return to Work Following Disability 61

Cafts95.wpd

Volunteers 62

Letter of Understanding  
between  
St. Joseph's Health Centre  
and

Cafts95.wpd

Canadian Union of Public Employees, Local 1144

Re: Office Space

The Health Centre is prepared to offer the Union an office for their use with the following terms and

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conditions:

1. The Union agrees to utilize and maintain this office space consistent with the philosophy of the Health Centre.
2. The Health Centre will have access to this office for cleaning, maintenance and emergency purposes.

3. The Union agrees to share this office space with another Union group, if necessary. However, the Union will not be required to share the existing eighth floor office.
4. The Union will pay for all related telephone charges on a monthly basis including installation. All long distance calls will go through the switchboard.

5. The Health Centre will give the Union at least 90 days notice to vacate the premises if they can no longer provide this space or an alternate space.
6. The Union agrees to accept this notice and agrees to vacate the premises within the 90 day period.

Agreed to at Toronto, Ontario this \_\_\_\_\_ day of \_\_\_\_\_, 199\_\_\_\_.

For the Health Centre

For the Union

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Letter of Understanding  
between  
St. Joseph's Health Centre  
and

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Canadian Union of Public Employees, Local 1144  
All Bargaining Units

Re: Alternative Scheduling Provisions

The parties agree that the scheduling provisions under article 14:00 of the Collective Agreements prevail.

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However, if the Health Centre and the Union agree to make alternative scheduling arrangements, the following terms and conditions apply:

1. The Union, the Health Centre, the employees and the management of the department or unit affected mutually agree to the alternative arrangements.
2. The employees in the department/unit vote by secret ballot with an 80% majority agreeing to



the alternative arrangements.

3. Subsequent to the initial vote, a trial period of at least twelve (12) consecutive weeks will take place.
4. Subsequent to the trial period, a second vote will be taken with an 80% majority agreement required for continuation.

5. Alternative scheduling arrangements will be confirmed in a Letter of Understanding.
6. The Health Centre or the Union may discontinue these arrangements at any time subject to sixty (60) days written notice to the other party.

Agreed to at Toronto, Ontario this \_\_\_\_\_ day of \_\_\_\_\_, 199 \_\_\_\_.

For the Health Centre

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For the Union

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Letter of Understanding  
between  
St. Joseph's Health Centre  
and

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Canadian Union of Public Employees, Local 1144  
All Bargaining Units

Re: Violence in the Workplace

The parties recognize that employees may be exposed to unwanted behaviour in the workplace including

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patient action and that such behaviour may result in injury and/or emotional distress to an employee.

The Health Centre agrees to continue its development of explicit policies and procedures to deal with such situations and shall submit such policies to the Joint Occupation Health and Safety Committee for review.

The committee will also review the proposed CUPE document on Violence in the Workplace and may

make recommendations as relevant to the Health Centre.

Agreed to at Toronto, Ontario this \_\_\_\_\_ day of \_\_\_\_\_, 199\_\_\_\_.

For the Health Centre

For the Union



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Letter of Understanding  
between  
St. Joseph's Health Centre  
and

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Canadian Union of Public Employees, Local 1144  
Full-time and Part-time Service Bargaining Units

Re: Performance Evaluation

Any completed performance evaluation shall first be reviewed with the employee who shall initial such

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evaluation as having been read and shall have the opportunity to add his views prior to it being placed in his file. Upon request, a copy of the evaluation will be provided to the employee.

Agreed to at Toronto, Ontario this \_\_\_\_\_ day of \_\_\_\_\_, 199\_\_\_\_.

For the Health Centre

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For the Union

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Letter of Understanding  
between  
St. Joseph's Health Centre  
and

Cafts95.wpd

Canadian Union of Public Employees, Local 1144  
Full-time and Part-time Service Bargaining Units

Re: Protective Clothing

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Where the Health Centre identifies the need for protective clothing, they will continue to supply such clothing.

Agreed to at Toronto, Ontario this \_\_\_\_\_ day of \_\_\_\_\_, 199 \_\_\_\_.

For the Health Centre

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For the Union

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Letter of Understanding  
between  
St. Joseph's Health Centre  
and

Cafts95.wpd

Canadian Union of Public Employees, Local 1144  
Full-time and Part-time Service Bargaining Units

Re: Return to Work Following Disability

If as a result of compensable illness or injury covered by the Workers' Health and Safety Board an

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employee is unable to carry out the regular functions of his position, the Health Centre may, subject to its operational requirements, establish a special classification and salary in an endeavour to provide the employee with continued employment. This provision shall not be construed as a guarantee that such special classification(s) will be made available or continued.

Agreed to at Toronto, Ontario this \_\_\_\_\_ day of \_\_\_\_\_, 199\_\_\_\_.

For the Health Centre

For the Union

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Letter of Understanding  
between  
St. Joseph's Health Centre  
and

Cafts95.wpd

Canadian Union of Public Employees, Local 1144

Re: Volunteers

The use of volunteers who perform bargaining work as covered by this agreement shall not be expanded

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beyond the extent of existing practice as of the date of ratification of this collective agreement.

Agreed to at Toronto, Ontario this \_\_\_\_\_ day of \_\_\_\_\_, 199\_\_\_\_.

For the Health Centre

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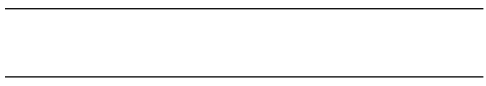
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For the Union

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