

SOURCE	Hospital
EFF.	2001-09-29
TERM.	2004-09-28
No. OF EMPLOYEES	250
NOMBRE D'EMPLOYÉS	495

COLLECTIVE AGREEMENT

between

ST. JOSEPH'S HEALTH CENTRE

(hereinafter called the "Health Centre")

and

**FULL TIME SERVICE BARGAINING UNIT
CUPE LOCAL 1144**

10/25/01
10/25/01
10/25/01

RECEIVED

Expires: September 28, 2004

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ARTICLE 1 - PREAMBLE

1.01 - Preamble

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

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

- i - Pronoun

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

ARTICLE 2 - DEFINITIONS

2.01 - Employee

Employees may be hired for a specific term not to exceed six (6) months, to replace an employee who **will be on approved leave of absence, absence due to WSIB disability, sick leave, longterm 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 or by the Health Centre on its own up to twelve **(12)** months where the leave of the person being replaced extends that far. The **period of** employment of such persons will not exceed the absentee's leave. The release **or** discharge of such persons shall not be the subject of a grievance or **arbitration**.

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

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

ARTICLE 3 - RELATIONSHIP

3.01 - No Discrimination

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

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

ARTICLE 4 - STRIKES & LOCKOUTS

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

ARTICLE 5 - UNION SECURITY

5.01 - T4 Slips

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

5.02 - Notification to Union

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

5.03 - Employee Interview

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

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

5.04 - No Other Agreements

No employee shall be required or permitted to make any written or verbal agreement with the 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.

ARTICLE 6 - UNION REPRESENTATION AND COMMITTEES

6.01 - Union Activity on Premises and/or Access to Premises

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

6.02 - Management Committee

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

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

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

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

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

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

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

6.03 - Local Bargaining Committee

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 0.01**). 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 **12.02**.

6.04 - Central Bargaining Committee

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

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

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

6.05 - Union Stewards

The Health Centre agrees to recognize Union stewards to be elected or **appointed from amongst** employ — **In** the bargaining unit who have completed **their probationary period** for the purpose **of** dealing with Union **business as provided** under this **Collective** Agreement.

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

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

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

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

The number of stewards and the areas which they represent, are to be determined locally **D.03.**

6.06 - Grievance Committee

The Health Centre will recognize a **Grievance Committee** composed of the Chief Steward and not more than (as set out in Local Provisions Appendix **D.04**) employees selected by the Union who have completed their probationary period. A general representative of the Union may be present at any meeting of the Committee. The purpose of the Committee is to deal with **complaints** or grievances as set out in this Collective Agreement.

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

A Committee member shall suffer no loss of earnings for time spent during their regular scheduled working hours in attending grievance meetings with the Health Centre up to, but not including arbitration. The number of employees on the **Grievance Committee shall be determined locally D.04.**

ARTICLE 7 • GRIEVANCE AND ARBITRATION PROCEDURE

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

Step No. 1

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

Step No. 2

Within nine (9) calendar days following the decision in Step No. 1, the grievance may be submitted in **writing** to the Health Centre Administrator **or** designee. A meeting **will** then be held between the Health Centre **Administrator or designee and** the Grievance Committee within nine (9) calendar days **of** the **submission** of the **grievance** at Step No. 2 unless

extended by agreement of the parties. It is understood and agreed that a representative of the Canadian Union of Public Employees and the grievor **may be** present at the meeting. It is further **understood** that the Health Centre Administrator or designee may have such counsel and assistance as he may desire at such meeting. The decision of the Health Centre **shall be** delivered in writing within nine (9) calendar days following the date of such meeting.

7.04 A complaint or grievance arising directly between the Health Centre and the Union concerning the interpretation, application or alleged violation of the Agreement shall be originated at Step No. 2 within fourteen (14) calendar days following the circumstances giving rise to the complaint or grievance. It is expressly understood, however, that the provisions of this Article may not be used with respect to a grievance directly affecting an employee which such employee could himself institute and the regular grievance procedure shall not be thereby bypassed.

7.05 Where a number of employees have identical grievances and each employee would be entitled to grieve separately they may present a group grievance in writing identifying each employee who is grieving to the Department Head or his designee within fourteen (14) calendar days after the circumstances giving rise to the grievance have occurred or ought reasonably to have come to the attention of the employee(s). The grievance shall then be treated as being initiated at Step No 2 and the applicable provisions of this Article shall then apply with respect to the processing of such grievance.

7.06 ~~The release or discharge~~ of an employee during the probationary period shall not be the subject of a grievance or arbitration. A claim by an employee who has completed his probationary period that he has been unjustly discharged or suspended shall be treated as a grievance if a written statement of such grievance is lodged by the employee with the Health Centre at Step NO. 2 within seven (7) calendar days after the date the discharge or suspension is effected. Such special grievance may be settled under the Grievance or Arbitration Procedure by:

- (a) confirming the Health Centre's action in dismissing the employee; or
- (b) reinstating the employee with or without full compensation for the time lost; or
- (c) by any other arrangement which may be deemed just and equitable.

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

7.07 a) Failing settlement under the foregoing procedure of any grievance between the parties arising from the Interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter ~~is~~ arbitrable, such grievance may be submitted to arbitration as hereinafter provided. If no ~~written~~ request for arbitration ~~is~~ received within eighteen (18) calendar days after the decision under Step No. 2 ~~is~~ given, the grievance shall be deemed to have been abandoned. Where such a written request is postmarked within sixteen (16) calendar days after the decision under Step ~~No. 2~~, it will be deemed to have been received within the time limits.

b) The parties agree that it is their intent to resolve grievances without recourse to arbitration, wherever possible. Therefore, notwithstanding (a) above, the parties may, upon mutual agreement, engage the services of a mediator in an effort to resolve the grievance and may extend the time limits for the request for arbitration. The parties will share equally the fees and expenses, if any, of the mediator.

7.08 All agreements reached under the Grievance Procedure between the representatives ~~of~~ the Health Centre and the **representatives** of the Union will be final and **binding** upon the Health Centre and the Union and the employees.

7.09 When either party requests that any matter be submitted to arbitration as **provided in the foregoing** Article, it shall make such request **in writing** addressed to the other party to ~~this~~ Agreement, and at the same time name a **nominee**. ~~Within~~ seven (7) calendar days thereafter the other party shall ~~name a nominee~~, provided, however, that **if such** party ~~fails to~~ name a **nominee** as herein required, the **Minister** of Labour for the Province of Ontario shall have power to effect such appointment upon application thereto by the party **invoking Arbitration** Procedure. **The two nominees** shall attempt to ~~select~~ by agreement a **chairman of** the **Arbitration Board**. If they are unable to agree upon such a **chairman** within a period of fourteen (14) calendar days, they shall then request the **Minister** of Labour for the Province ~~of Ontario~~ to appoint a **chairman**.

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

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

ARTICLE 8 : TO FILES

8.01 - Access to Personnel File

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

8.02 - Clearing of Record

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

ARTICLE 9 • SENIORITY

9.01 - Probationary Period

A new employee will be considered on probation until he has completed forty-five (45) days of work (~~or~~ **337.5** hours of work for employees whose regular hours of work are other than the standard work day), within any twelve (12) calendar months. Upon completion of the probationary period he shall be credited with seniority equal to forty-five (45) working days. With the written consent of the 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~~ **of the extension**. The release or discharge of an employee during the probationary period shall not be the subject of a grievance or arbitration.

9.02 - Definition of Seniority

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

Seniority will operate on a bargaining unit wide basis.

Notwithstanding the above, employees hired prior to July **14, 1999** will be credited with the seniority they held under the Agreement expiring September **28, 1995** and will thereafter accumulate seniority in accordance with this **Article**.

9.03 - Loss of Seniority

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

- (a) resigns;
- (b)** is discharged and not reinstated through the ~~grievance/arbitration~~ procedure;
- (c) is ~~retired~~;
- (d)** Is absent ~~from scheduled~~ work for a period of three **(3)** or more **consecutive working** days without **notifying** the Health Centre of

such absence and providing to the Health Centre a **satisfactory** reason;

- (e) has been laid off for twenty-four (24) months;
- (f) **if** the employee has been laid off and fails to return to work within seven (7) calendar days after that employee has been notified by the 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;

9.04 • Effect **of** Absence

Unless otherwise provided in the Collective Agreement:

- (a) It is understood that during an approved unpaid absence not exceeding thirty (30) continuous days or any approved absence paid by the 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 **WSIB** benefits.

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

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

resulting in **WSIB** benefits.

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

Effective September ~~29~~, 2002, seniority shall accrue for a period ~~of~~ thirty (~~30~~) months if an employee's absence is due ~~to~~ a disability resulting in **WSIB** benefits or **LTD** benefits including the period of the disability program covered by Employment Insurance ~~or~~ while an employee is on sick leave (including the Employment Insurance Period).

9.05 - Job Posting

Where a permanent vacancy occurs in a classification within the bargaining unit or a new position within the bargaining unit 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 **postings** shall stipulate the qualifications, classifications, rate of pay, department and shift and a copy shall be provided ~~to the~~ Chief Steward.

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

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

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

Where there **are** no **successful** applicants from within this bargaining unit for **vacant positions referred to in this Article**, employees in other **CUPE bargaining units** at the Health Centre will be selected in accordance with

the criteria for selection above, prior to considering persons who are not members of **CUPE** bargaining units at the Health Centre. The employees eligible for consideration shall be limited to those employees who have applied for the position in accordance with this Article, and selection shall be made in accordance with this Article.

The successful applicant shall be allowed a trial period of up to thirty (30) 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.

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

9.06 - Transfer and Seniority Outside the Bargaining Unit

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

Implementation Note:

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

9.07 - Transfer of ~~i~~ it 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** (including meeting any waiting period or other entitlement requirements) for purposes of vacation entitlement, **HOODIP** or equivalent, health and welfare benefit plans, and wage progression:

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

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

The above amendments will be effective for any transfer that occurs 90 days after the ratification by both parties of the Memorandum of Settlement.

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

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

(b) A layoff shall not include a reassignment of an employee from her or his classification or area of assignment who would otherwise be entitled to notice of layoff provided:

- (I) the reassignment of the employee is to an appropriate permanent job with the employer having regard to the employee's skills, abilities, qualifications and training or training requirements;
- (II) the reassignment of the employee does not result in a reduction of the employee's wage rate or hours of work;
- (III) the job to which the employee is reassigned is located at the employee's original work site or at a nearby site in terms of relative accessibility for the employee;
- (IV) the job to which the employee is reassigned is on the same or substantially similar shift or shift rotation; and
- (V) where more than one employee is to be reassigned in accordance with this provision, the reassigned employees shall be entitled to select from the available appropriate vacancies to which they are being reassigned in order of **seniority** provided no such selection causes or would cause a layoff or **bumping**.

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

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

(d) Redeployment Committee

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

(l) 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 9.11, 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 2.

(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 Health Centre-wide staffing and redeployment committee created or in existence, Union members of the Redeployment Committee shall serve on any such Health Centre-wide staffing committee established with the same or similar terms of reference, and the number ~~of~~ Union members on such committee will be proportionate to the number ~~of~~ its bargaining unit members at the particular 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 **posittion(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**.

9.09 - Layoff and Recall

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

- (a) accept the layoff; or
- (b) opt to receive a separation allowance as outlined in Article 9.12; or
- (c) opt to retire, if eligible under the terms of the St. Josephs Health Centre Pension Plan as outlined in Article **18.03(b)**; or
- (d) displace another employee who has lesser bargaining unit seniority in the ~~same~~ or a lower or an identical-paying classification in the bargaining unit if the employee originally subject to layoff has the ability to meet the normal requirements of the job. An employee so displaced shall be deemed to have been laid off and shall be entitled to notice in accordance with Article **9.08**.
An employee who chooses to exercise the right to displace another employee with lesser seniority shall advise the 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 **7%** of the **laid-off** employee's **straight-time** hourly rate.

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

An employee shall have **opportunity** of recall from a layoff to an available **opening**, in **order of** seniority, provided he or she has the **ability** to perform

the work before such opening is filled on a regular basis under a job posting procedure. The posting procedure in the collective agreement shall not apply until the recall process has been complete.

In determining the ability of an employee to perform the work for the purposes of the paragraphs above, the 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 employees shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so, in accordance with the loss of seniority provision, or have been found unable to perform the work available.

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

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

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

9.10 • Benefits on Layoff

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

lay-off occurs.

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

Article 9.11 - 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 9.08(d)(i):

- (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 9.11(a)(i).

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

(c) Regional Redeployment Committee

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

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

In filling ~~vacancies~~ not filled by bargaining ~~unit~~ members, the ~~Hospital's 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.

Article 9.12 - Separation Allowances

- (a) Where an employee resigns within 30 days after receiving notice of layoff pursuant to article 9.08(a)(ii) that his or her position ~~will be~~ eliminated, he or she shall be ~~entitled~~ to a ~~separation~~ allowance of two (2) weeks' salary for each year ~~of~~ continuous service to a maximum of ~~twelve~~ (12) weeks' pay, and, on ~~production~~ of receipts from an ~~approved educational program, within twelve (12) months~~ of resignation, may ~~be reimbursed for tuition fees~~ up to a maximum of three thousand ~~(63,000)~~ dollars.

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

Article 9.13 - 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.

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

9.15 – Professional Responsibility – Scope of RPN Practice

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

9.16– Professional Responsibility – Workloads

The following provision will be effective September **29, 2001** and will expire on September **27, 2004**.

The parties agree that patient care is enhanced if concerns relating to professional practice, patient acuity, fluctuating workloads and fluctuating staffing are resolved in a timely and effective manner.

In the event that an employee or group of employees, covered under the Regulated Health Professions Act (RHPA), are assigned a workload which is inconsistent with proper patient care, they shall express their concerns to their supervisor. The employee shall complete a "Workload Review Form" which shall be provided to the supervisor and to the Union. The Workload Review **Form** will be attached as **an** Appendix to the collective agreement.

ARTICLE 10 • CONTRACTING OUT

10.01 • Contracting Out

The 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 results from such contracting out.

10.02 - Contracting Out

Notwithstanding the foregoing, the Health Centre may contract out work usually performed by members of the bargaining **unit** without such

contracting-out constituting a breach of this provision if the Health Centre provides in its commercial arrangement contracting out the work that the contractor to whom the work is being contracted, and any subsequent such contractor, agrees:

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

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

10.03 - Contracting In

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

ARTICLE 11 -WORK OF THE BARGAINING UNIT

11.01 - Work of the Bargaining Unit

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

11.02 - Volunteers

The use of volunteers to perform bargaining unit work, as covered by this agreement, shall not be expanded beyond the extent of existing practice as of July 14, 1999.

Effective July 14, 1999, the Health Centre shall submit to the Union figures indicating the number of volunteers as of July 14, 1999. Thereafter, the

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

ARTICLE 12 • LEAVES OF ABSENCE

12.01 - Personal Leave

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

12.02 - Union Business

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

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

The cumulative total leave of absence, the number of employees that may be absent at any one time from any one area, and the number of days of absence shall be negotiated locally and are set out in the Local **Provisions** Appendix. During such leave of absence, the employee's **salary** and applicable benefits shall be maintained by the **Health** Centre on the basis of what his normal regular hours of work would have been; provided that the **Union** reimburses the Health Centre in the amount of such salary and applicable benefits within thirty (30) days of billing.

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

12 - F - Position with the Union

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

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

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

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

13(b) - Leave of OCHU President and Treasurer

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

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

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

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

12.04 - Bereavement Leave

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

12.05 - Jury & Witness Duty

If an employee is required to serve as a juror in any court of law, or is required to attend as a witness in a court proceeding in which the Crown is a party, or is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the employee's duties at the 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.

12.06 - Pregnancy Leave

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

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

In addition to the foregoing, the 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 Employment Insurance benefits.

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

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

12.07 - Parental Leave

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

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

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

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

- (e) Effective on confirmation by the Canada Employment Insurance **Commis**sion 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 Employment Insurance parental benefits pursuant to **Section 22** of the Employment Insurance Act, shall be paid a supplemental unemployment benefit for a **period** not exceeding ten (**10**) weeks. That **benefit** shall be equivalent to the difference between **ninety-three** percent (**03%**) of the employee's **normal** weekly **earnings** and the sum of **his** or her weekly Employment Insurance benefits and any other earnings. Receipt by the Health Centre of the employee's employment Insurance cheque stub will serve as proof that the employee is in receipt of unemployment parental benefits.

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

In addition to the **foregoing**, the Health Centre shall pay the employee ninety-three percent (**03%**) of **his** or her normal weekly earnings during the

first two (2) week period of the leave while waiting to receive Employment Insurance benefits.

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

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

12.08 - Education Leave

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

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

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

12.09 - Pre-Paid Leave Plan

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

- (a)** The plan is available to employees wishing to spread four (4) years' salary over a five (5) year period, in accordance with Part LXVIII of the Income Tax Regulations, Section 6801, to enable them to take a one (1) year leave of absence following the four (4) years of salary deferral.
- (b)** The employee must make written application to the 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 local parties. The year for purposes of the program shall be September 1 of one year to August 31 the following year or such other twelve (12) month period as may be agreed upon by the employee, the local Union and the Health Centre.
- (d)** Where there are more applications than spaces allotted, seniority shall govern.
- (e)** During the four (4) years of salary deferral, **20%** of the employee's gross annual earnings **will** be deducted and **held** for the employee and **will** not be accessible to the employee **until** the year of the leave or upon withdrawal from the plan.
- (f)** The manner in which the deferred salary is held shall be at the discretion of the Health Centre.
- (g)** All deferred salary, plus accrued interest, if ~~any~~, shall be paid to the employee at the commencement of the leave or ~~in~~ accordance with such other payment schedule as may be agreed upon between the Health Centre and the employee.
- (h)** All benefits shall be kept whole during the four (4) years of salary deferral. During the year of the leave, ~~seniority~~ will accumulate. ~~Service~~ for the purpose of ~~vacation and salary progression~~ and other benefits will be retained but will not ~~accumulate~~ during the period of

leave. The employee shall become responsible for the full payment of premiums for any health and welfare benefits in which the employee is participating. Contributions to the **St Joseph's Health Centre Pension Plan** will be in accordance with the Plan. The employee will not be eligible to participate in the disability income plan during the year of the leave.

- (i) An employee may withdraw from the plan at any time during the deferral portion provided three (3) months notice is given to the Health Centre. Deferred salary, plus accrued interest, if any, will be returned to the employee within a reasonable period of time.
- (j) If the employee terminates employment, the deferred salary held by the 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.
- (l) The employee will be **reinstated** to his or her **former position** unless the **position** has been discontinued, in which case the employee shall be given a comparable job.
- (m) Final approval for entry into the **pre-paid** leave program will be subject to the employee entering **into** a formal agreement with the **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 **pre-paid** leave program in accordance with this Article of the collective agreement.
 - (ii) The period of salary deferral and the period for which the leave **is** requested.

- (iii) The manner in which the deferred salary is to be held.

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

ARTICLE 13 - SICK LEAVE, INJURY & DISABILITY

13.01 - HOODIP

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

The 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 as described in the August, 1992 booklet (Part B)], the employee paying the balance of the billed premium through payroll deduction. For the purpose of transfer to the short-term portion of the disability program, employees on the payroll as ~~of~~ the effective date of the transfer with three (3) months or ~~more~~ of ~~service~~ shall be deemed to have three (3) months of service. For the purpose of transfer to the long-term portion ~~of~~ the disability program, employees on the active payroll as of the effective date of the transfer with one ~~year~~ or more ~~of~~ service shall be deemed to have one ~~year~~ of service.

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

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

- (1) supplement payment for lost straight time wages on sick leave days under the new program **which** would otherwise be at **less** than full wages or no wages and,

- (2) where a **pay-out** provision existed under the former sick leave plan in the Collective Agreement, **pay-out** on termination of employment shall be that portion of any unused sick leave days under the former conditions relating to **pay-out**,
 - (3) where, as of the effective date of transfer, an employee does not have the required service to qualify for **pay-out** on termination, his existing sick leave credits as of that date shall nevertheless be converted to a sick leave bank in accordance with the foregoing and he shall be entitled, on termination, to that portion of any unused sick leave days providing he subsequently achieves the necessary **service** to qualify him for **pay-out** under the conditions relating to such **pay-out**.
 - (4) an employee who, as of the effective date of transfer, has accumulated sick leave credits and is prevented from working for the Health Centre on account of an occupational illness or accident that is recognized by the Workplace Safety & Insurance Board as compensable within the meaning of the Workplace Safety & Insurance Act, the Health Centre, on **application** from the employee will supplement the award made by the Workplace Safety & Insurance Board for **loss** of wages to the employee by such amount that the award of the Workplace Safety & Insurance Board for **loss** of wages, together with the supplementation of the Health Centre, will equal **100%** of the employee's net earnings, to the limit **of** the employee's accumulated sick leave credits.
- d) There **shall** be no pay deduction from an employee's regular scheduled shift when an employee has completed any portion of the shift prior to going on sick leave benefits **or WSIB** benefits.
 - e) The Health Centre further agrees to pay employees an amount equal to any loss of benefits under **HOODIP** for the first two (2) days of the fourth and subsequent period of absence in any calendar year.
 - f) Any dispute which may arise concerning an employee's entitlement to any benefits referred to in Article **13.01**, including **HOODIP** and equivalents, may be subject to the grievance and arbitration under the provisions of **this** collective agreement.

The Union agrees that it will encourage an employee to utilize the Medical Appeals Process provided under the plan, if any, to resolve disputes.

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

13.02 Injury Pay

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

13.03 - Payroll Deduction for **Union S** LTD Plan

Not Applicable.

13.04 - Payment Pending Determination of WSIB Claims

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

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

ARTICLE 14 - HOURS OF WORK

14.01 (a) Daily & 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.

(b) No Guarantee

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

14.02 - Rest Periods

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

14.03 - Additional Rest Periods

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

ARTICLE 15 - PREMIUM PAYMENT

5 - Definition of Regular Straight Time Rate of Pay

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

15.02 - Definition of Overtime

Any hours worked by an employee in addition to a standard work day, as defined in 14.01 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.

15.03 - Overtime Premium and No Pyramiding

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

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

15.04 - Time Off in Lieu of Overtime

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

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

5. : Pay

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

15.06 - Call-Back

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

15.07 - Standby

An employee who is required to remain available for duty on standby, outside the normal working hours for that particular employee, shall receive standby pay in the amount of **\$2.00** per hour for all hours on standby. Effective September **29, 2002**, this amount shall be increased to **\$2.50** per hour.

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

15.08 - Temporary Transfer

Where an employee is assigned temporarily to perform the duties and assume the responsibilities of a higher paying position in the bargaining unit for a period in excess of one-half (**112**) of a shift, he shall be paid the rate in the higher salary range immediately above his current rate from the commencement of the shift on which he was assigned the job.

Where a Health Centre 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 (**112**) of one shift, the employee shall receive an allowance of **\$4.00** for each shift from the time of the assignment.

15.09 - Shift and Weekend Premium

Employees shall be paid a shift premium of fifty-five cents (**55¢**) per hour for all hours worked where the **majority** of their scheduled hours fall between **1500** and **0700** hours. The same **fifty-five (55¢)** per hour will be paid as weekend **premium** for all hours worked between **2330** hours Friday and **2330** hours Sunday, or such other 48-hour period as may be agreed upon by the **local** parties. The shift and weekend premiums shall be increased to sixty cents (**60¢**) effective September **29, 2002**, and sixty-five (**65¢**) effective September **29, 2003**.

ARTICLE 16 - HOLIDAYS

16.01 - Number of H

There shall be twelve (**12**) holidays and these holidays are set out in the Local Provisions Appendix **G.01**.

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.

16.02 - Definition of Holiday Pay and Qualifiers

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

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

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

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

16.03 - Payment for Working on a Holiday

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

NOTE: Other provisions **if** any, relating to the scheduling of lieu days or relating to the payment of holiday pay instead of receiving a lieu day off are located in the Local Provisions Appendix **G.03**.

16.04 - Payment for ~~Working~~ Overtime on a Holiday

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

ARTICLE 17 - VACATIONS

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

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

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

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

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

An employee who has completed **twenty-five (25)** years or more of continuous service shall be entitled to **six** (6) weeks annual vacation, with pay. Effective September **29, 2002**, an employee who has completed twenty-three **(23)** or more **years** of continuous service shall be entitled to **six** (6) weeks annual vacation, with pay.

Effective September **29, 2003**; the following supplementary vacation is banked on the employee's **anniversary** date and taken **prior** to the next supplementary vacation date:

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

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

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

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

17.02 - Work During Vacation

Should an employee who has commenced his scheduled vacation and agrees upon request by the 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 basic straight time rate for all hours so worked. To replace the originally scheduled days on which such work was performed, the employee will receive one (1) vacation lieu day off for each day on which he has so worked.

17.03 - Illness During Vacation

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

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

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

17.04 - Bereavement During Vacation

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

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

ARTICLE 18 - HEALTH & WELFARE

18.01 - Insured Benefits

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

- (a) 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 in effect as of September **28, 1993** or comparable coverage with another carrier.
- (b) The Health Centre agrees to contribute **75%** of the billed premium towards coverage of eligible employees in the active employ of the Health Centre under the existing Blue Cross Extended Health Care Benefits Plan in effect as **of September 28, 1993** (as amended below) or comparable coverage with another carrier providing for \$15.00 (single) and \$25.00 (family) deductible, providing the balance of monthly premiums is paid by the employee through payroll deductions. Vision care maximum **\$150.00** every **24** months and hearing ~~alde~~ acquisition every **36** months. (effective 1st yr)
- (c) The Health Centre agrees to contribute **100%** of the billed premium towards coverage of eligible employees in the active employ of the Health Centre under **HOOGLIP** in effect as **of September 28, 1993** or such other group **life** insurance plan currently In effect providing the balance **of** the monthly premium is **pald** by the employee through payroll **deductions**. (add date)
- (d) 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 in effect as of September **28, 1993** or comparable coverage with another carrier. Effective October **31, 2001**, Increase dental **recall** including preventative services to **9** months and add Blue Cross rider **#2** (or **equivalent**) [complete and partial dentures] at **50/50** colinsurance to **\$1000** annual **maximum** and Blue Cross rider **#4** (or **equivalent**) [crowns, bridgework, and **repairs** to same] at **50/50** colinsurance to **\$1000** annual **maximum** providing **the balance of the** monthly premiums are **pald** by the employee through payroll **deduction**. The

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

- (e) The 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.
- (f) A copy of all current master policies of the benefits referred to in this Article shall be provided to the Union.

18.02 Change of Carrier

It is understood that the 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.

18.03(a) - Pension

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.

18.03(b) - Retirement Allowance

Prior to issuing notice of layoff pursuant to article **9.08(a)(ii)** in any **classification(s)**, the Health Centre **will** offer **early-retirement** allowance to a sufficient number of employees **eligible** for early retirement under **St. Joseph's Health Centre 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 **9.08(a)(ii)**.

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

18.04 - Union Education

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

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

ARTICLE 19 - HEALTH & SAFETY

19.01 - Protective Footwear

Effective January **1, 2002**, and on that date for each subsequent calendar year, the Health Centre will provide **\$80** per calendar year to each full-time and **\$45** per calendar year to each regular part time employee who is **required** by the Health Centre to wear safety footwear during the course of his duties. The employees who will be required to wear safety footwear will be negotiated locally and set out in the Local Provisions Appendix **P.02**.

ARTICLE 20 - COMPENSATION

20.01(a) - Job Classification

When a new classification (which ~~is~~ covered by the terms of this collective agreement) is established by the Health Centre, the Health Centre shall determine the rate of pay for such new **classification** and notify the local **Union of the same. If the local Union challenges the rate**, It shall have the **right to request a meeting with the Health Centre to endeavour to negotiate a mutually satisfactory rate. Such request will be made within** ten (10) days

after the receipt of notice from the Health Centre of such new occupational classification and rate. Any change mutually agreed to resulting from such meeting shall be retroactive to the date that notice of the new rate was **given** by the Health Centre. If the parties are unable to agree, the dispute concerning the new rate may be submitted to arbitration as provided in the Agreement within fifteen (15) days of such meeting. The decision of the Board of Arbitration (or Arbitrator as the case may be) shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classification.

When the 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 **WSIB** 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** an endeavour to provide the employee with an opportunity of **continued** employment. **This** provision shall not be construed as a guarantee that such special **classification(s)** will be made available or continued.

20.01 - Job Descriptions

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

20.02 - Assignment of Duties From 1 assification

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

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

20.03 - Promotion to a 1 Classification

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

20.04 - Wages and ssification Premiums

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** in accordance with **Implementation Agreement** signed.

ARTICLE 21 - Health Centre Operating Plan

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

[REDACTED]

[REDACTED]

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

22.02 - Central Bargaining

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

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

Dated at Toronto, Ontario, this 9 day of February **2005.**

W. G. W.
Charles Hall
G. S. S.
H. S. S.
Amesbury

By
D. J. J. J.
Ehab M. M.

By Salvage
S. Ferreira
Vito Vento

REVIEW FORM

Employees to complete every section

Date/Time of Occurrence _____

Date Form Submitted to Employer _____

Site/Location _____ Department/Unit _____

Type of Work Being Performed _____

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

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

To correct this problem, I/we recommended:

Name/Title of Immediate Supervisor Notified _____

Date/Time of Notification _____

Response _____

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

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



Letter of Understanding
Regarding the Utilization of RPN Skills

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

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

Letter of Understanding
Re: Apprenticeship Pilot Programme

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

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

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

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

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

Letter of Intent
Re: Joint Benefits Review Committee

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

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

Letter of Intent
Re: Extended Tours

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

APPENDIX OF LOCAL ISSUES

ARTICLE A--RECOGNITION

A.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, undergraduate nurses, graduate pharmacists, undergraduate 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 B---RESERVATION OF MANAGEMENT RIGHTS

B.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 **wlth** 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.

B.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 C---UNION SECURITY

C.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.

ARTICLE D---UNION REPRESENTATION AND COMMITTEES

D.01 Local Bargaining 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.

D.02 National

The Union shall have the right to have the representatives of their full field of employees when dealing with or negotiating with the Health Centre. With prior approval of the Director of Human Resources, such representatives 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.

D.03 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)	Withdrawal Management Services	1
(f)	Maintenance	1
(g)	Chief Steward	1
(h)	Weekend	1
Total Stewards		18

D.04 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.

ARTICLE E—HOURS OF WORK

E.01 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. Requests for changes in the posted time schedule must be submitted in writing on the appropriate form, ~~co-signed~~ by the employee willing to exchange days off or scheduled work. However, a request for a schedule change by an employee ~~or~~ 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.

E.02 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~~.

E.03 Split Shifts

There shall be no split ~~shifts~~

ARTICLE F--PREMIUM PAYMENT

: 1. ~~ib~~ Distribution

No employees ~~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.

ARTICLE G---PAID HOLIDAYS

G.01 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.

G.02 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.

G.03 Holiday 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.

G.04 Equitable Distribution

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

ARTICLE H---VACATION ADMINISTRATIVE

H.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.

H.02 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.

H.03 Weekends Off

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

H.04 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.

H.05 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**.

H.06 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.

H.07 Superior Benefits

Where superior vacation entitlement has been granted, such entitlement shall be maintained for these individual employees.

ARTICLE I--SICK LEAVE

I.01 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.

I.02 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 reasons **which** are reasonably beyond his control, he **will** not be deprived **of** sick leave pay.

I.03 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.

ARTICLE J---SENIORITY

J.01 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.

ARTICLE K---OCCUPATIONAL CLASSIFICATIONS AND WAGE RATES

K.01 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 FARE BENEFITS

L.01 Employment Insurance Rebate

The short-term ~~sick~~ leave plan shall be registered ~~with~~ the Employment Insurance ~~Commission~~ (EI). 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.

ARTICLE M --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.

ARTICLE CORRESPONDENCE

N.01 Correspondence

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.

N.02 Supervisory Appointments

The Union will be advised in writing of any supervisory appointments directly **concerned** with members of the bargaining unit.

ARTICLE 0---GENERAL

O.01 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.

O.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.

O.03 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.

O.04 **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 30 cents per kilometre to a maximum of \$16.00. 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.

EFFECTIVE FEBRUARY 18, 2003, 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 35 cents per kilometre to a maximum of \$20.00. 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.

O.05 **Meal Allowance**

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 \$7.00 or \$7.00 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 seven dollars (\$7.00) payment. Call back shall not be considered as hours worked for the purposes of this Article.

EFFECTIVE FEBRUARY 18, 2003, 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 \$8.50 or \$8.50 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 eight dollars and fifty cents (\$8.60) payment. Call back shall not be considered as hours

worked for the purposes of this Article.

O.06 Pay

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

O.07 Storage Facilities

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

ARTICLE P---HEALTH AND SAFETY

P.01 ACCIDENT PREVENTION—HEALTH AND SAFETY COMMITTEE

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.

- (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.

P.02 Protective Footwear

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. Pottering (as determined by the Health Centre) heavy carts on a regular basis, **e.g.** linen **carts**, food wagons.

APPENDIX "A"

C.U.P.E. FULL-TIME & PART-TIME SERVICE SCALES WAGE RATES AND OCCUPATIONAL CLASSIFICATIONS FOR THE COLLECTIVE AGREEMENT TERM SEPTEMBER 29, 2001 - SEPTEMBER 28, 2004

SERVICE PAY LEVEL 13

EFFECTIVE DATE	STEP 1	STEP 2	STEP 3	STEP 4
SEPT.29/01 (2.5%)	\$20.973	\$21.349	\$21.733	\$22.151
SEPT.29/02 (3.0%)	\$21.602	\$21.989	\$22.385	\$22.816
SEPT.29/03 (3.0%)	\$22.250	\$22.649	\$23.057	\$23.500

POSITION TITLE

BUILDING SYSTEMS OPERATOR

SERVICE PAY LEVEL 12

EFFECTIVE DATE	STEP 1	STEP 2	STEP 3	STEP 4
SEPT.29/01 (2.5%)	\$19.974	\$20.332	\$20.698	\$21.097
SEPT.29/02 (3.0%)	\$20.573	\$20.942	\$21.319	\$21.730
SEPT.29/03 (3.0%)	\$21.190	\$21.570	\$21.959	\$22.382

POSITION TITLE

**ELECTRICIAN
MECHANIC
PLUMBER
R.P.N.**

COMPARATOR - MECHANIC

APPENDIX "A"

C.I.P.E. FULL-TIME & PART-TIME SERVICE SCALES WAGE RATES AND OCCUPATIONAL CLASSIFICATIONS FOR THE COLLECTIVE AGREEMENT TERM SEPTEMBER 29, 2001 - SEPTEMBER 28, 2004

SERVICE PAY LEVEL 11

EFFECTIVE DATE	STEP 1	STEP 2	STEP 3	STEP 4
SEPT.29/01 (2.5%)	\$19.353	\$19.708	\$20.058	\$20.417
SEPT.29/02 (3.0%)	\$19.934	\$20.299	\$20.660	\$21.030
SEPT.29/03 (3.0%)	\$20.532	\$20.908	\$21.280	\$21.661

POSITION TITLE

HEAD PAINTER

SERVICE PAY LEVEL 10

EFFECTIVE DATE	STEP 1	STEP 2	STEP 3	STEP 4
SEPT.29/01 (2.5%)	\$19.312	\$19.636	\$19.974	\$20.332
SEPT.29/02 (3.0%)	\$19.891	\$20.225	\$20.573	\$20.942
SEPT.29/03 (3.0%)	\$20.488	\$20.832	\$21.190	\$21.570

POSITION TITLE

(CARPENTER

APPENDIX "A"

C.U.P.E. FULL-TIME & PART-TIME SERVICE SCALES WAGE RATES AND OCCUPATIONAL CLASSIFICATIONS FOR THE COLLECTIVE AGREEMENT TERM SEPTEMBER 29, 2001 - SEPTEMBER 28, 2004

SERVICE PAY LEVEL 9

EFFECTIVE DATE	STEP 1	STEP 2	STEP 3	STEP 4
SEPT.29/01 (2.5%)	\$18.997	\$19.354	\$19.710	\$20.058
SEPT.29/02 (3.0%)	\$19.567	\$19.935	\$20.301	\$20.660
SEPT.29/03 (3.0%)	\$20.154	\$20.533	\$20.910	\$21.280

POSITION TITLE

PAINTER/FINISHER

SERVICE PAY LEVEL 8

EFFECTIVE DATE	STEP 1	STEP 2	STEP 3	STEP 4
SEPT.29/01 (2.5%)	\$18.286	\$18.641	\$18.996	\$19.352
SEPT.29/02 (3.0%)	\$18.835	\$19.200	\$19.566	\$19.933
SEPT.29/03 (3.0%)	\$19.400	\$19.776	\$20.153	\$20.531

POSITION TITLE

MAINTENANCE HELPER

APPENDIX "A"

C.I' P.E. FULL-TIME & PART-TIME SERVICE SCALES WAGE RATES AND OCCUPATIONAL CLASSIFICATIONS FOR THE COLLECTIVE AGREEMENT TERM SEPTEMBER 29, 2001 - SEPTEMBER 28, 2004

SERVICE PAY LEVEL 7

EFFECTIVE DATE	STEP 1	STEP 2	STEP 3	STEP 4
SEPT.29/01 (2.5%)	\$17.013	\$17.285	\$17.563	\$17.861
SEPT.29/02 (3.0%)	\$17.523	\$17.804	\$18.090	\$18.397
SEPT.29/03 (3.0%)	\$18.049	\$18.338	\$18.633	\$18.949

POSITION TITLE

ADDICTION SERVICE WORKER
BAKER
C.C.U. ASSISTANT
COOK
CYSTO. ASSISTANT
EMERGENCY DEPT. ATTENDANT
FAMILY MEDICINE ASSISTANT
I.C.U. ASSISTANT
NURSING ATTENDANT
SURGICAL DEPT. ASSISTANT
G.I. ASSISTANT
CHC ASSISTANT

COMPARATOR - COOK

APPENDIX "A"
C.U.P.E. FULL-TIME & PART-TIME SERVICE SCALES
WAGE RATES AND OCCUPATIONAL CLASSIFICATIONS
FOR THE COLLECTIVE AGREEMENT TERM
SEPTEMBER 29, 2001 - SEPTEMBER 28, 2004

SERVICE PAY LEVEL 6

EFFECTIVE DATE	STEP 1	STEP 2	STEP 3	STEP 4
SEPT.29/01 (2.5%)	\$16.514	\$16.757	\$17.013	\$17.285
SEPT.29/02 (3.0%)	\$17.009	\$17.260	\$17.523	\$17.804
SEPT.29/03 (3.0%)	\$17.519	\$17.778	\$18.049	\$18.338

POSITION TITLE

C.S. ASSISTANT
 PRINTER
 SNACK BAR COOK
 STOREKEEPER
 UNIT CLERK

COMPARATOR - ITH OPERATOR/STOREKEEPER

SERVICE PAY LEVEL 5

EFFECTIVE DATE	STEP 1	STEP 2	STEP 3	STEP 4
SEPT.29/01 (2.5%)	\$16.054	\$16.278	\$16.506	\$16.749
SEPT.29/02 (3.0%)	\$16.536	\$16.766	\$17.001	\$17.251
SEPT.29/03 (3.0%)	\$17.032	\$17.269	\$17.511	\$17.769

POSITION TITLE

CUSTODIAN

APPENDIX "A"

C.I.T.E. FULL-TIME & PART-TIME SERVICE SCALES WAGE RATES AND OCCUPATIONAL CLASSIFICATIONS FOR THE COLLECTIVE AGREEMENT TERM SEPTEMBER 29, 2001 - SEPTEMBER 28, 2004

SERVICE PAY LEVEL 4

EFFECTIVE DATE	STEP 1	STEP 2	STEP 3	STEP 4
SEPT.29/01 (2.5%)	\$16.049	\$16.274	\$16.501	\$16.744
SEPT.29/02 (3.0%)	\$16.530	\$16.762	\$16.996	\$17.246
SEPT.29/03 (3.0%)	\$17.026	\$17.266	\$17.506	\$17.763

POSITION TITLE

GROUNDSKEEPER

WASTE ATTENDANT

SERVICE PAY LEVEL 3

EFFECTIVE DATE	STEP 1	STEP 2	STEP 3
SEPT.29/01 (2.5%)	\$16.064	\$16.290	\$16.532
SEPT.29/02 (3.0%)	\$16.546	\$16.779	\$17.028
SEPT.29/03 (3.0%)	\$17.042	\$17.282	\$17.539

POSITION TITLE

GLASSWASHER

APPENDIX "A"

C.U.P.E. FULL-TIME & PART-TIME SERVICE SCALES WAGE RATES AND OCCUPATIONAL CLASSIFICATIONS FOR THE COLLECTIVE AGREEMENT TERM SEPTEMBER 29, 2001 - SEPTEMBER 28, 2004

SERVICE PAY LEVEL 2

EFFECTIVE DATE	STEP 1	STEP 2	STEP 3
SEPT.29/01 (2.5%)	\$15.951	\$16.176	\$16.402
SEPT.29/02 (3.0%)	\$16.430	\$16.661	\$16.894
SEPT.29/03 (3.0%)	\$16.923	\$17.161	\$17.401

POSITION TITLE

PORTER
UNIT SERVICE AIDE

COMPARATOR - PORTER

SERVICE PAY LEVEL 1

EFFECTIVE DATE	STEP 1	STEP 2	STEP 3
SEPT.29/01 (2.5%)	\$15.877	\$16.090	\$16.318
SEPT.29/02 (3.0%)	\$16.353	\$16.573	\$16.808
SEPT.29/03 (3.0%)	\$16.844	\$17.070	\$17.312

POSITION TITLE

CASHIER
CLEANER
DIETARY AIDE
KITCHEN HELPER
LINEN ASSISTANT
SUPPORT SERVICE ASSOCIATE

COMPARATOR - CLEANER/MESSENGER

APPENDIX-B

Letter of Understanding
between
St. Joseph's Health Centre
and
Canadian Union of Public Employees, Local 1144

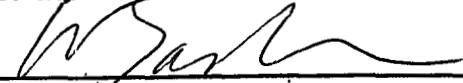
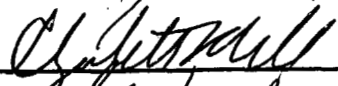

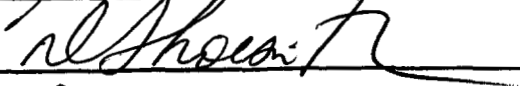
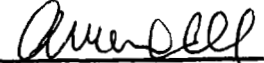
Re: Office Space

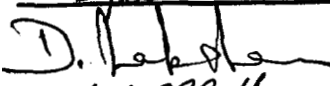

The Health Centre is prepared to offer the Union an office for their use with the following terms and conditions:

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 with 90 day period.


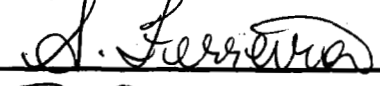

Agreed to at Toronto, Ontario, this 9th day of ^{Feb.} 2005.

For the Health Centre

^{copy}



For the Union

APPENDIX-B

Letter of Understanding
between
St. Joseph's Health Centre
and
Canadian Union of Public Employees, Local 1144
All Bargaining Units

Re: Violence in the Workplace


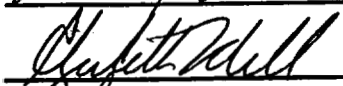
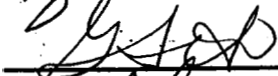
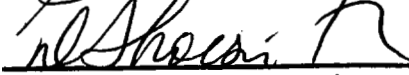
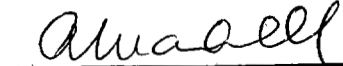
The parties recognize that employees may be exposed to unwanted behaviour in the workplace including patient action and that such behaviour may result in injury and/or emotional distress to an employee.

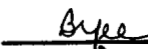
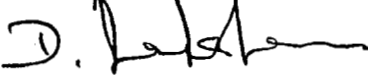
The Health Centre agrees to continue its development of explicit policies and procedures to deal with such situations and shall submit such policies to the Joint Occupational Health and Safety Committee for review.

The Committee will also review the proposed **CUPE** document on Violence in the Workplace and may make recommendations as relevant to the Health Centre.


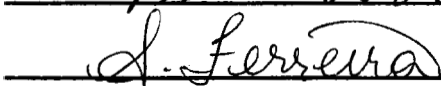
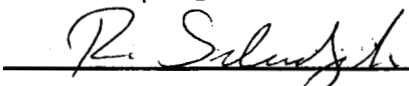
Agreed to at Toronto, Ontario, this 9th day of Feb. 2005.

For the Health Centre



Chab. Maitte

For the Union

APPENDIX B

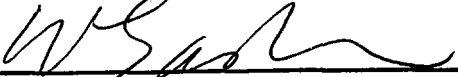
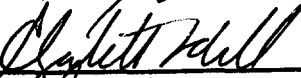


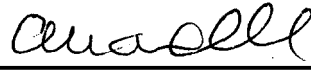
Letter of Understanding
between
St. Joseph's Health Centre
and
Canadian Union of Public Employees, Local 1144
Full Time and Part Time Service Bargaining Units

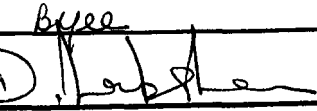

Re: Performance Evaluation

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

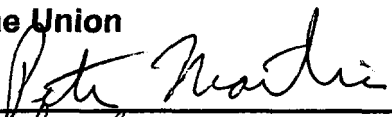
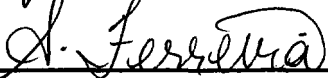

Agreed to at Toronto, Ontario, this 9 day of Feb. 2005.

For the Health Centre

For the Union

APPENDIX B


**Letter of Understanding
between
St. Joseph's Health Centre
and
Canadian Union of Public Employees, Local 1144
Full Time and Part Time Service Bargaining Units**


Re: Protective Clothing


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


Agreed to at Toronto, Ontario, this ⁹ day of Feb. 2005


For the Health Centre

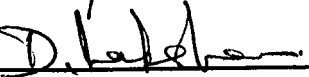


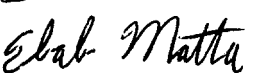















For the Union







APPENDIX B


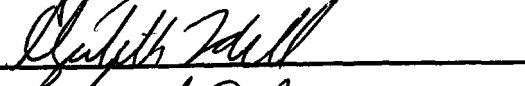

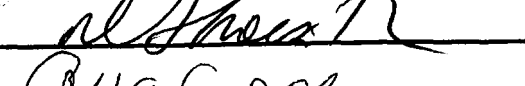
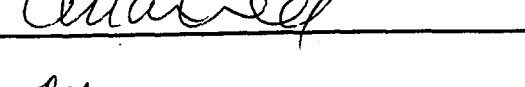
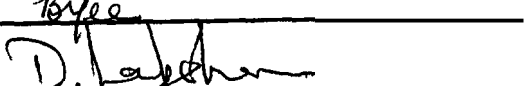

Letter of Understanding
between
St. Joseph's Health Centre
and
Canadian Union of Public Employees, Local 1144
Full Time and Part Time Service Bargaining Units

Re: Return to Work Following Disability

If as a result of compensable illness or injury covered by the Worker's Health and Safety Board an 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 9 day of Feb 2005.

For the Health Centre

For the Union

