

COLLECTIVE AGREEMENT

Full-time

Between

THE SCARBOROUGH HOSPITAL
(Hereinafter called the "Hospital")

And

CUPE LOCAL 1487

Expiry: 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 Hospital and the employees covered by this Agreement; to provide for ongoing means of communication between the Union and the Hospital and the prompt disposition of grievances and the final settlement of disputes and to establish and maintain mutually satisfactory wages, hours of work and other conditions of employment in accordance with the provisions of this Agreement.

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

1.02 - Feminine/Masculine Pronouns

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

ARTICLE 2 - DEFINITIONS

2.01 - Temporary Employee

The following provision will appear in all collective agreements where such temporary employees are in the bargaining unit, replacing any temporary employee provision that existed in the hospital's expiring collective agreement:

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

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

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

ARTICLE 3 - RELATIONSHIP

3.01 - No Discrimination

"The parties agree that there shall be no discrimination within the meaning of the Ontario Human Rights Code against any employee by the Union or the Hospital by

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

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

ARTICLE 4 - STRIKES & LOCKOUTS

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

ARTICLE 5 - UNION SECURITY

5.01 - T4 Slips

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

5.02 - Notification to Union

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

5.03 - Employee Interview

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

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

5.04 - No Other Agreements

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

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

ARTICLE 6 - UNION REPRESENTATION AND COMMITTEES

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

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

6.02 - Labour-Management Committee

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

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

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

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

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

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

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

6.03 - Local Bargaining Committee

"The Hospital agrees to recognize a negotiating committee comprised of hospital employee representatives of the Union for the purpose of negotiating a renewal agreement (as set out in the Local Provisions Appendix). The Hospital agrees to pay members of the negotiating committee for straight time wages lost from their regularly scheduled working hours spent in direct negotiations for a renewal agreement, up to

but not including arbitration. Nothing in this provision is intended to preclude the Union negotiating committee from having the assistance of any representatives of the Canadian Union of Public Employees when negotiating with the Hospital.

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

6.04 - Central Bargaining Committee

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

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

The Union shall advise the Hospitals' Central Negotiating Committee, before negotiations commence, of those employees to be paid under this provision. The Hospitals' Central Negotiating Committee shall advise the seven (7) Hospitals accordingly."

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

6.05 - Union Stewards

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

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

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

It is agreed that Union stewards have their regular duties and responsibilities to

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

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

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

6.06 - Grievance Committee

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

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

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

ARTICLE 7 - GRIEVANCE AND ARBITRATION PROCEDURE

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

days following advice of his immediate supervisor's decision in the following manner and sequence:

Step No. 1

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

Step No. 2

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

- 7.04 "A complaint or grievance arising directly between the Hospital and the Union concerning the interpretation, application or alleged violation of the Agreement shall be originated at Step No. 2 within fourteen (14) calendar days following the circumstances giving rise to the complaint or grievance. It is expressly understood, however, that the provisions of this Article may not be used with respect to a grievance directly affecting an employee which such employee could himself institute and the regular grievance procedure shall not be thereby bypassed."
- 7.05 "Where a number of employees have identical grievances and each employee would be entitled to grieve separately they may present a group grievance in writing identifying each employee who is grieving to the Department Head or his designee within fourteen (14) calendar days after the circumstances giving rise to the grievance have occurred or ought reasonably to have come to the attention of the employee(s). The grievance shall then be treated as being initiated at Step No. 2 and the applicable provisions of this Article shall then apply with respect to the processing of such grievance."
- 7.06 "The release or discharge of an employee during the probationary period shall not be the subject of a grievance or arbitration. A claim by an employee who has completed his probationary period that he has been unjustly discharged or suspended shall be treated as a grievance if a written statement of such grievance is lodged by the employee with the Hospital at Step No. 2 within seven (7) calendar days after the date the discharge or suspension is effected. Such special grievance may be settled under the Grievance or Arbitration Procedure by:

- (a) confirming the Hospital's action in dismissing the employee; or

- (b) reinstating the employee with or without full compensation for the time lost; or
- (c) by any other arrangement which may be deemed just and equitable.

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

- 7.07 a) "Failing settlement under the foregoing procedure of any grievance between the parties arising from the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, such grievance may be submitted to arbitration as hereinafter provided. If no written request for arbitration is received within eighteen (18) calendar days after the decision under Step No. 2 is given, the grievance shall be deemed to have been abandoned. Where such a written request is postmarked within sixteen (16) calendar days after the decision under Step No. 2, it will be deemed to have been received within the time limits."
 - b) "The parties agree that it is their intent to resolve grievances without recourse to arbitration, wherever possible. Therefore, notwithstanding (a) above, the parties may, upon mutual agreement, engage the services of a mediator in an effort to resolve the grievance and may extend the time limits for the request for arbitration. The parties will share equally the fees and expenses, if any, of the mediator."
- 7.08 "All agreements reached under the Grievance Procedure between the representatives of the Hospital and the representatives of the Union will be final and binding upon the Hospital and the Union and the employees."
- 7.09 "When either party requests that any matter be submitted to arbitration as provided in the foregoing Article, it shall make such request in writing addressed to the other party to this Agreement, and at the same time name a nominee. Within seven (7) calendar days thereafter the other party shall name a nominee, provided, however, that if such party fails to name a nominee as herein required, the Minister of Labour for the Province of Ontario shall have power to effect such appointment upon application thereto by the party invoking Arbitration Procedure. The two nominees shall attempt to select by agreement a chairman of the Arbitration Board. If they are unable to agree upon such a chairman within a period of fourteen (14) calendar days, they shall then request the Minister of Labour for the Province of Ontario to appoint a chairman."
- 7.10 "No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance."
- 7.11 "No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the Grievance Procedure."
- 7.12 "The Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to or amend any part of this Agreement."

- 7.13 "The proceedings of the Arbitration Board will be expedited by the parties hereto and the decision of the majority and, where there is no majority the decision of the chairman will be final and binding upon the parties hereto and the employee or employees concerned."
- 7.14 "Each of the parties hereto will bear the expense of the nominee appointed by it and the parties will share equally the fees and expenses, if any, of the chairman of the Arbitration Board."
- 7.15 "The time limits set out in the Grievance and Arbitration Procedures herein are mandatory and failure to comply strictly with such time limits except by the written agreement of the parties, shall result in the grievance being deemed to have been abandoned subject only to the provisions of Section 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 - ACCESS TO FILES

8.01 - Access to Personnel File

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

8.02 - Clearing of Record

The following will appear in all collective agreements and will replace any provision dealing with clearing of record that existed in the Hospital's expiring collective agreement:

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

ARTICLE 9 - SENIORITY

9.01 - Probationary Period

"A new employee will be considered on probation until he has completed forty-five (45) days of work (or 337.5 hours of work for employees whose regular hours of work are other than the standard work day), within any twelve (12) calendar months. Upon completion of the probationary period he shall be credited with seniority equal to forty-five (45) working days. With the written consent of the Hospital, the probationary employee and the President of the Local Union or designate, such probationary period may be extended. Any extensions agreed to will be in writing and will specify the length

of the extension. The release or discharge of an employee during the probationary period shall not be the subject of a grievance or arbitration."

9.02 - Definition of Seniority

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

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

9.03 - Loss of Seniority

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

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

9.04 - Effect of Absence

"Unless otherwise provided in the Collective Agreement:

- (a) It is understood that during an approved unpaid absence not exceeding thirty (30) continuous days or any approved absence paid by the Hospital, both seniority and service will accrue.
- (b) During an unpaid absence exceeding thirty (30) continuous calendar days, credit for service for purposes of salary increment, vacation, sick leave, or any other benefits under any provisions of the Collective Agreement or elsewhere, shall be suspended for the period of the absence in excess of thirty (30) continuous calendar days, the benefits concerned appropriately reduced on a pro rata basis and the employee's anniversary date adjusted accordingly. In addition, the employee will become responsible for full payment of any

subsidized employee benefits in which he/she is participating for the period of absence, except that the Hospital will continue to pay its share of the premiums up to eighteen (18) months while an employee is in receipt of WSIB benefits.

Effective September 29, 2002, the Hospital will continue to pay its share of the premiums up to thirty (30) months while an employee is in receipt of WSIB benefits 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 Hospital, such vacancy shall be posted for a period of seven (7) consecutive calendar days.

Applications for such vacancy shall be made in writing within the seven (7) day period referred to herein.

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

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

In matters of promotion and staff transfer appointment shall be made of the senior applicant able to meet the normal requirements of the job.

Successful employees need not be considered for other vacancies within a six (6)

month period unless an opportunity arises which allows the employee to change his or her permanent status.

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

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

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

The vacancy resulting from the posting may be filled on a temporary basis until the trial period is completed.

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

9.06 - Transfer and Seniority Outside the Bargaining Unit

- “(a) It is understood that an employee shall not be transferred by the Hospital to a position outside the bargaining unit without his consent except in the case of temporary assignments not exceeding six (6) months. Such employees on temporary assignments shall remain members of the bargaining unit.
- (b) An employee who is transferred to a position outside the bargaining unit shall not, subject to (c) below, accumulate seniority. In the event the employee is returned by the Hospital to a position in the bargaining unit within twenty-four (24) months of the transfer he or she shall be credited with the seniority held at the time of transfer and resume accumulation from the date of his or her return to the bargaining unit. An employee not returned to the bargaining unit within 24 months shall forfeit bargaining unit seniority.
- (c) In the event an employee transferred out of the bargaining unit under (b) above is returned to the bargaining unit within a period of six (6) calendar months, he shall accumulate seniority during the period of time outside the bargaining unit."

Implementation Note:

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

9.07 - Transfer of Seniority and Service

"Effective September 16, 1985 and for employees who transfer subsequent to September 16, 1985.

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

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

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

"The above amendments will be effective for any transfer that occurs 90 days after 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 Hospital of a permanent or long-term nature or the elimination of a position within the bargaining unit, the Hospital shall:

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

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

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

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

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

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

(d) Redeployment Committee

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

(i) Committee Mandate

The mandate of the Redeployment Committee is to:

- (1) Identify and propose possible alternatives to the proposed layoff(s) or elimination of position(s), including, but not limited to, identifying work which would otherwise be bargaining unit work and is currently work contracted-out by the Hospital which could be performed by bargaining-unit employees who are or would otherwise be laid off;
- (2) Identify vacant positions in the Hospital or positions which are currently filled but which will become vacant within a twelve (12) month period and which are either:
 - (a) within the bargaining unit; or
 - (b) within another CUPE bargaining unit; or
 - (c) not covered by a collective agreement.
- (3) Identify the retraining needs of workers and facilitate such training for workers who are, or would otherwise be, laid off.
- (4) Subject to article 9.11, the Hospital will award vacant positions to employees who are, or would otherwise be laid off, in order of seniority if, with the benefit of up to six (6) months retraining, an employee has become able to meet the normal requirements of the job.
- (5) Any dispute relating to the foregoing procedures may be filed as a grievance commencing at Step 3.

(ii) Committee Composition

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

Meetings of the Redeployment Committee shall be held during normal

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

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

(iii) Disclosure

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

(iv) Alternatives

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

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

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

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

laid off employee's straight time hourly wage rate.

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

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

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

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

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

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

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

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

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

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

9.10 - Benefits on Layoff

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

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

9.11 - Retraining

"(a) Retraining for Positions within the Hospital

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

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

(b) Placement

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

An employee subject to layoff who applies but later declines to accept a

retraining offer or fails to complete the training will remain subject to layoff.

(c) Regional Redeployment Committee

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

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

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

9.12 - Separation Allowances

- "(a) Where an employee resigns within 30 days after receiving notice of layoff pursuant to article 9.08(a)(ii) that his or her position will be eliminated, he or she shall be entitled to a separation allowance of two (2) weeks' salary for each year of continuous service to a maximum of twelve (12) weeks' pay, and, on production of receipts from an approved educational program, within twelve (12) months of resignation, may be reimbursed for tuition fees up to a maximum of three thousand (\$3,000) dollars.
- (b) Where an employee resigns later than 30 days after receiving notice pursuant to Article 9.08(a)(ii) that his or her position will be eliminated, he or she shall be entitled to a separation allowance of four (4) weeks' salary, and, on production of receipts from an approved educational program, within twelve (12) months of resignation, may be reimbursed for tuition fees up to a maximum of one thousand two hundred and fifty (\$1,250) dollars."

9.13 - Portability of Service

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

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

9.14 - Technological Change

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

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

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

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

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

10.02 - Contracting Out

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

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

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

10.03 - Contracting In

"Further to Article 9.08(d)(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 renegotiations within six (6) months with a view to assessing the practicality and cost-effectiveness of having such work performed within the Hospital by members of the bargaining unit."

ARTICLE 11 - WORK OF THE BARGAINING UNIT

11.01 - Work of the Bargaining Unit

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

11.02 - Volunteers

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

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

ARTICLE 12 - LEAVES OF ABSENCE

12.01 - Personal Leave

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

12.02 - Union Business

"The Hospital shall grant leave of absence without pay to employees to attend Union conventions, seminars, education classes and other Union business in connection with the administration of the collective agreement provided that such leave will not interfere with the efficient operation of the Hospital. Such leave will not be unreasonably denied. In requesting such leave of absence for an employee or employees, the Union must give at least twenty-one (21) days clear notice in writing to the Hospital, unless not reasonably possible to give such notice.

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

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

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

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

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

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

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

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

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

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

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

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

12.04 - Bereavement Leave

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

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

12.05 - Jury & Witness Duty

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

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

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

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

12.06 - Pregnancy Leave

- "(a) Pregnancy leave will be granted in accordance with the provisions of the *Employment Standards Act*, except where amended in this provision. The service requirement for eligibility for pregnancy leave shall be thirteen (13) weeks of continuous service.
- (b) The employee shall give written notification at least two (2) weeks in advance of the date of commencement of such leave and the expected date of return. At such time she shall also furnish the Hospital with the certificate of a legally qualified medical

practitioner stating the expected birth date.

- (c) The employee shall reconfirm her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Hospital at least two (2) weeks in advance thereof.
- (d) Effective on confirmation by the Canada Employment Insurance Commission of the appropriateness of the Hospital's Supplementary Unemployment Benefit (SUB) Plan, an employee who is on pregnancy leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance pregnancy benefits pursuant to Section 22 of the *Employment Insurance Act* shall be paid a supplemental unemployment benefit for a period not exceeding fifteen (15) weeks. The supplement shall be equivalent to the difference between ninety-three percent (93%) of her normal weekly earnings and the sum of her weekly unemployment insurance benefits and any other earnings.

Receipt by the Hospital of the employee's unemployment insurance cheque stubs shall constitute proof that she is in receipt of Employment Insurance pregnancy benefits.

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

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

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

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

12.07 - Parental Leave

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

commencement of such leave and the expected date of return.

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

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

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

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

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

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

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

- (f) Credits for service and seniority shall accumulate for a period of up to thirty-five (35) weeks after the parental leave began, if the employee also took pregnancy leave, and

thirty-seven (37) weeks after the parental leave began otherwise, while an employee is on parental leave.

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

12.08 - Education Leave

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

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

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

12.09 - Pre-Paid Leave Plan

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

- (a) The plan is available to employees wishing to spread four (4) years' salary over a five (5) year period, in accordance with Part LXVIII of the Income Tax Regulations, Section 6801, to enable them to take a one (1) year leave of absence following the four (4) years of salary deferral.
- (b) The employee must make written application to the Hospital at least six (6) months prior to the intended commencement date of the program (i.e. the salary deferral portion), stating the intended purpose of the leave.
- (c) The number of employees that may be absent at any one time shall be determined between the local parties. The year for purposes of the program shall be September 1 of one year to August 31 the following year or such other twelve (12) month period as may be agreed upon by the employee, the local Union and the Hospital.
- (d) Where there are more applications than spaces allotted, seniority shall govern.
- (e) During the four (4) years of salary deferral, 20% of the employee's gross annual

earnings will be deducted and held for the employee and will not be accessible to the employee until the year of the leave or upon withdrawal from the plan.

- (f) The manner in which the deferred salary is held shall be at the discretion of the Hospital.
- (g) All deferred salary, plus accrued interest, if any, shall be paid to the employee at the commencement of the leave or in accordance with such other payment schedule as may be agreed upon between the Hospital and the employee.
- (h) All benefits shall be kept whole during the four (4) years of salary deferral. During the year of the leave, seniority will accumulate. Service for the purpose of vacation and salary progression and other benefits will be retained but will not accumulate during the period of leave.

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

- (i) An employee may withdraw from the plan at any time during the deferral portion provided three (3) months notice is given to the Hospital. Deferred salary, plus accrued interest, if any, will be returned to the employee within a reasonable period of time.
- (j) If the employee terminates employment, the deferred salary held by the Hospital plus accrued interest, if any, will be returned to the employee within a reasonable period of time. In case of the employee's death, the funds will be paid to the employee's estate.
- (k) The Hospital will endeavour to find a temporary replacement for the employee as far in advance as practicable. If the Hospital is unable to find a suitable replacement, it may postpone the leave. The Hospital will give the employee as much notice as is reasonably possible. The employee will have the option of remaining in the Plan and rearranging the leave at a mutually agreeable time or of withdrawing from the Plan and having the deferred salary, plus accrued interest, if any, paid out to the employee within a reasonable period of time.
- (l) The employee will be reinstated to his or her former position unless the position has been discontinued, in which case the employee shall be given a comparable job.
- (m) Final approval for entry into the pre-paid leave program will be subject to the employee entering into a formal agreement with the Hospital in order to authorize the Hospital to make the appropriate deductions from the employee's pay. Such agreement will include:
 - (i) A statement that the employee is entering the pre-paid leave program in accordance with this Article of the collective agreement.

- (ii) The period of salary deferral and the period for which the leave is requested.
- (iii) The manner in which the deferred salary is to be held.

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

ARTICLE 13 - SICK LEAVE, INJURY & DISABILITY

13.01 - HOODIP

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

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

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

- b) Effective the first of the month following the transfer all existing sick leave plans in the affected Hospitals shall be terminated and any provisions relating to such plans shall be null and void under the respective Collective Agreements except as to those provisions relating to pay-out of unused sick leave benefits which are specifically dealt with hereinafter.
- c) Existing sick leave credits for each employee shall be converted to a sick leave bank to the credit of the employee. The "sick leave bank" shall be utilized to:
 - (1) supplement payment for lost straight time wages on sick leave days under the new program which would otherwise be at less than full wages or no wages and,
 - (2) where a pay-out provision existed under the former sick leave plan in the

Collective Agreement, pay-out on termination of employment shall be that portion of any unused sick leave days under the former conditions relating to pay-out,

- (3) where, as of the effective date of transfer, an employee does not have the required service to qualify for pay-out on termination, his existing

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

- (4) an employee who, as of the effective date of transfer, has accumulated sick leave credits and is prevented from working for the Hospital on account of an occupational illness or accident that is recognized by the Workplace Safety & Insurance Board as compensable within the meaning of the *Workplace Safety & Insurance Act*, the Hospital, on application from the employee will supplement the award made by the Workplace Safety & Insurance Board for loss of wages to the employee by such amount that the award of the Workplace Safety & Insurance Board for loss of wages, together with the supplementation of the Hospital, will equal 100% of the employee's net earnings, to the limit of the employee's accumulated sick leave credits.

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

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

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

agreement.

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

13.01 - Sick Leave

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

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

13.02 - 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 Sponsored LTD Plan

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

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

13.04 - 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 Hospital for payment equivalent to the lesser of the benefit she would receive from WSIB benefits if her claim was approved, or the benefit to which she would be entitled under the short term sick leave plan. Payment will be provided only if the employee provides evidence of disability

satisfactory to the Hospital and a written undertaking satisfactory to the Hospital that any payments will be refunded to the Hospital following final determination of the claim by the Workplace Safety & Insurance Board.

If the claim for WSIB benefits is not approved, the monies paid as an advance will be applied towards the benefits to which the employee would be entitled under the short term sick leave plan. Any payment under this provision will continue for a maximum of fifteen (15) weeks."

ARTICLE 14 - HOURS OF WORK

14.01 - Daily & Weekly Hours of Work

The standard work week for all employees shall be average 75 hours per two week period, exclusive of half hour meal periods. The meal period shall be an uninterrupted period except in cases of emergency. The normal hours of work shall be 7 ½ hours per day. It is understood however, that this shall not be, nor construed to be, a guarantee as to the hours of work per day or as to the hours of work per week, nor as a guarantee of working schedules and some employees may be scheduled to work less than 37 ½ hours per week.

14.02 - Rest Periods

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

14.03 - Additional Rest Periods

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

ARTICLE 15 - PREMIUM PAYMENT

15.01 - Definition of Regular Straight Time Rate of Pay

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

15.02 - Definition of Overtime

Any provision related to the definition of overtime hours that existed in the hospital's expiring collective agreement, will be continued as Article 15.02.

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." (Note: this clause is subject to the application of superior conditions)

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

15.04 - Time Off in Lieu of Overtime

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

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

15.05 - Reporting Pay

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

15.06 - Call-Back

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

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 \$2.50 per hour for all hours on standby.

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

15.08 - Temporary Transfer

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

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

15.09 - Shift and Weekend Premium

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

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

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

16.02 - Definition of Holiday Pay and Qualifiers

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

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

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

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

16.03 - Payment for Working on a Holiday

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

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

16.04 - Payment for Working Overtime on a Holiday

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

ARTICLE 17 - VACATIONS

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

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

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

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

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

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

An employee who has completed twenty-five (25) years or more of continuous service shall be entitled to six (6) weeks annual vacation, with pay. 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 Hospital to return to perform work during the vacation period, the employee shall be paid at the rate of one and one-half (1-1/2) times his basic straight time rate for all hours so worked. To replace the originally scheduled days on which such work was performed, the employee will receive one (1) vacation lieu day off for each day on which he has so worked."

17.03 - Illness During Vacation

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

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

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

17.04 - Bereavement During Vacation

The following will appear in all collective agreements and will replace any provision dealing with bereavement during vacation that existed in the Hospital's expiring collective agreement:

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

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

ARTICLE 18 - HEALTH & WELFARE

18.01 - Insured Benefits

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

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

- (a) The Hospital agrees to pay 100% of the billed premium towards coverage of eligible employees in the active employ of the Hospital under the Blue Cross Semi-Private Plan in effect as of September 28, 1993 or comparable coverage with another carrier.

- (b) The Hospital agrees to contribute 75% of the billed premium towards coverage of eligible employees in the active employ of the Hospital under the existing Blue Cross Extended Health Care Benefits Plan in effect as of September 28, 1993 (as amended below) or comparable coverage with another carrier providing for \$15.00 (single) and \$25.00 (family) deductible, providing the balance of monthly premiums is paid by the employee through payroll deductions. Vision care maximum \$150.00 every 24 months and hearing aide

acquisition every 36 months.

- (c) The Hospital agrees to contribute 100% of the billed premium towards coverage of eligible employees in the active employ of the Hospital under HOOGLIP in effect as of September 28, 1993 or such other group life insurance plan currently in effect providing the balance of the monthly premium is paid by the employee through payroll deductions.
- (d) The Hospital agrees to contribute 75% of the billed premiums towards coverage of eligible employees in the active employ of the Hospital under the Blue Cross #9 Dental Plan in effect as of September 28, 1993 or comparable coverage with another carrier. 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 co-insurance to \$1000 annual maximum and Blue Cross rider #4 (or equivalent) [crowns, bridgework, and repairs to same] at 50/50 co-insurance to \$1000 annual maximum providing the balance of the monthly premiums are paid by the employee through payroll deduction. The dental plan fee schedule for services for the dental plan benefits provided above shall be based on the current ODA fee schedule as it may be updated from time to time.
- (e) The Hospital will provide equivalent coverage to all employees who retire early and have not yet reached age 65 and who are in receipt of the Hospital's pension plan benefits on the same basis as is provided to active employees for semi-private, extended health care and dental benefits. The Hospital will contribute the same portion towards the billed premiums of these benefits plans as is currently contributed by the Hospital to the billed premiums of active employees.
- (f) A copy of all current master policies of the benefits referred to in this Article shall be provided to the Union."

18.02 - Change of Carrier

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

18.03(a) - Pension

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

18.03(b) - Retirement Allowance

"Prior to issuing notice of layoff pursuant to article 9.08(a)(ii) in any classification(s), the

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

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

18.04 - Union Education

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

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

ARTICLE 19 - HEALTH & SAFETY

19.01 - Protective Footwear

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

ARTICLE 20 - COMPENSATION

20.01(a) - Job Classification

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

When the Hospital makes a substantial change in the job content of an existing

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

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

Notwithstanding the foregoing, if as a result of compensable illness or injury covered by WSIB an employee is unable to carry out the regular functions of her position, the Hospital may, subject to its operational requirements, establish a special classification and salary in an endeavour to provide the employee with an opportunity of continued employment.

This provision shall not be construed as a guarantee that such special classification(s) will be made available or continued."

20.01(b) - Job Descriptions

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

20.02 - Assignment of Duties From Another Classification

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

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

20.03 - Promotion to a Higher Classification

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

20.04 - Wages and Classification Premiums

Provisions under these headings shall remain unchanged and are repeated as 20.04, except to the extent that the Wage Schedule referred to in the hospital's expiring collective agreement shall be adjusted and retroactivity shall be paid in accordance with the Implementation Agreement signed.

ARTICLE 21 - HOSPITAL 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 Hospital in minimizing layoffs or job loss, and in developing labour adjustment strategies where necessary.
- (b) Where the Hospital experiences unforeseen circumstances such that will necessitate changes to an operating plan which has been approved by the Ministry of Health, the Hospital agrees that revisions to the operating plan will be carried out in consultation with the Union.
- (c) In furtherance of the foregoing, the Hospital agrees to provide to the Union in a timely way any financial and staffing information pertinent to 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 Hospital at his or her regular or premium rate as may be applicable."

ARTICLE 22 - DURATION

22.01 - Term

"This agreement shall be binding and continue in effect and shall continue from year to year unless either party gives written notice to the other party of its desire to bargain for amendments within ninety (90) days prior to the termination date of September 28, 2004. Upon receipt of such notice by one party or the other, both parties will meet thereafter for the purpose of bargaining."

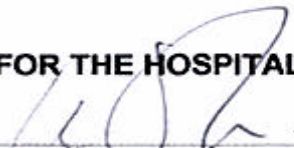
22.02 - Central Bargaining

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


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


Dated at Scarborough, Ontario, this 3rd day of October, 2003.

FOR THE HOSPITAL


Wayne Simpson



Ron Jamieson


Catherine Cotton



David Lee


Lillian Langfried


Sheryl McPherson

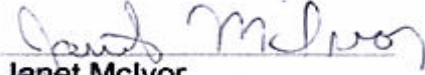

Andre Hondyk

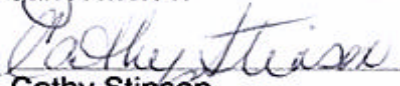

Ewa Szlachta


Corry Esler


FOR THE UNION

Joan Stevenson

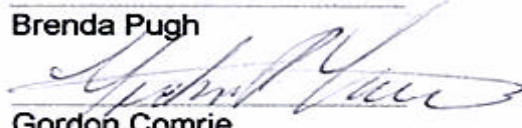

Janet McIvor

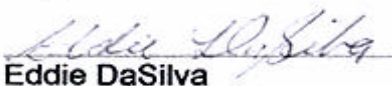

Cathy Stinson

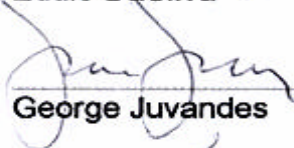

Doug Allen


Diane Atkins

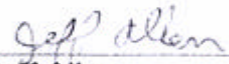
Brenda Pugh


Gordon Comrie


Eddie DaSilva


George Juvandes


Margaret Langdon


Jeff Allen

WORKLOAD REVIEW FORM

Employees to complete every section

Date/Time of Occurrence _____

Date Form Submitted to Employer _____

Site/Location _____

Department/Unit _____

Type of Work Being Performed

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

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

To correct this problem, I/we recommended:

Name/Title of Immediate Supervisor Notified

Date/Time of Notification

Response

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

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

Letter of Understanding

Re: The Utilization of RPN Skills

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

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

For the Hospitals:

For the Union:

Letter of Understanding

Re: Apprenticeship Pilot Programme

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

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

For the Hospitals:

For the Union:

Letter of Understanding

Re: The introduction of HOODIP to Hospitals with Accumulating Sick Leave Plans

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

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

For the Hospitals:

For the Union:

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.

For the Hospitals:

For the Union:

Letter of Intent

Re: Extended Tours

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

For the Hospitals:

For the Union:

APPENDIX OF LOCAL ISSUES

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

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

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

IMPLEMENTATION NOTE RE PREEXISTING CLAUSES

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

Article A - **MANAGEMENT**

A.1 The Union recognizes that the management of the Hospital and the direction of working forces are fixed exclusively in the Hospital and shall remain solely with the Hospital and without limiting the generality of the foregoing, it is the exclusive function of the Hospital to:

- (a) Maintain order, discipline and efficiency;
- (b) Hire, assign, retire, discharge, direct, classify, transfer, promote, demote, layoff, recall, and suspend and otherwise discipline employees, provided that if an employee claims that he has been discharged or disciplined without just cause, a grievance may be filed and dealt with in accordance with the grievance procedure;
- (c) Establish, alter and enforce rules and regulations to be observed by the employees (any changes will be communicated to the relevant staff and the union);
- (d) Determine the kind and location of machines and equipment to be used, the allocation and number of employees required from time to time, the services to be performed and all other rights and responsibilities of management not specifically modified elsewhere in this Agreement.

A.2 The Hospital will exercise its rights in a manner consistent with the Collective Agreement.

Article B - **RECOGNITION**

The Hospital recognizes the Union as the sole and exclusive collective bargaining agent for all its employees at The Scarborough Hospital, regularly employed for less than twenty-four (24) hours per week save and except professional medical staff, registered and graduate nurses, pharmacists and under-graduate pharmacists, graduate and student dietitians, para-medical employees, office and clerical staff, supervisors and persons above the rank of supervisor and persons covered by subsisting collective agreements.

Article C - **GRADUATE PRACTICAL NURSE**

A Graduate Practical Nurse (pending registration) is defined as a nurse with temporary registration who is a graduate of a Registered Practical Nurse program acceptable to the College of Nurses and is in the process of qualifying for the General Classification of Registration from the College of Nurses of Ontario. This shall be completed within twelve (12) months following date of hire. Where a nurse fails to receive the General Classification of Registration, they will be terminated from the employment of the hospital. Such termination shall not be the subject of a grievance or arbitration procedure.

A Graduate Practical Nurse (pending registration) in the hospital's employ, upon presenting proof of the General Classification of Registration by the College of Nurses, shall be given the salary of the Registered Practical Nurse as provided in Appendix "A", effective the date that the employee presents proof of successfully passing the registration examination, or the date of last hire, whichever is later.

Article D - **UNION SECURITY**

D.1 All employees shall be required to permit the Hospital to deduct, every pay period, from the pay of each employee an amount equivalent to the dues of the Union and to remit such deductions to the Treasurer of the Union Local prior to the next pay running. The Union agrees to save the Hospital harmless from all such deductions and payments so made.

D.2 Temporary employees hired in accordance with Article 2.01 will be paid in accordance with Appendix 'A' and will be required to pay union dues in accordance with Article D.1 at 100% of the regular monthly dues of the Union. The Hospital will notify the Union of the name, department and start date of each such employee.

Article E - **UNION REPRESENTATION**

E.1 The Hospital agrees to recognize the following representation of the Union.

- (a) A negotiating committee of not more than ten (10) employees of the Hospital.
- (b) A grievance committee of not more than six (6) employees of the Hospital in addition to the Chief Steward.
- (c) Sixteen (16) shop stewards in the Hospital's employ to assist employees whom the steward represents in the presentation of a grievance in accordance with the grievance procedure. The Union will notify the Hospital in writing the name of each steward and the Department(s) represented before the Hospital shall be required to recognize him.
- (d) A Labour-Management Committee of not more than seven (7) employees.

E.2 The Hospital shall maintain a seniority list. An up-to-date seniority list will be sent to the Union and copies posted in January and July of each year.

E.3 **Union Business**

- (a) Not more than two elected union officials from any department at any one time (including the Local President) shall be absent on Union Business as specified in Article 12.02.
- (b) The total of such time off shall not exceed one hundred and twenty five (125) staff days per year.

E.4 **Paid Union Time**

The seven (7) CUPE members of the Labour-Management committee will be booked off the full day on the day that the CUPE Labour-Management meeting is scheduled, in order for them to address hospital-union issues.

Article F - **SCHEDULING**

- (a) Days off shall be consecutive, unless mutually agreed, and shall be planned in such a way as to fairly distribute weekends. Subject to the efficient operation of the Hospital, the Hospital will schedule so that an employee will have one (1) weekend off in three (3) and endeavor to have one weekend off in two (2). In the event a third consecutive weekend is worked by an employee, he shall be paid at the rate of one and one half times his regular straight time rate of pay for time worked on such third weekend.

In no instance will an employee be normally required to work more than seven (7) consecutive days without receiving his day off. An employee who is scheduled to work more than seven consecutive days shall be paid overtime rates, until the next day off begins, for the time worked that exceeds seven consecutive days. However, the exchanging of shift by employees with the consent of the Hospital shall not result in overtime payment.

The schedule shall be posted at least six (6) weeks in advance of it going into effect, showing shifts and off days, and will not be changed after posting except for good reason. Any changes to the posted schedule will be communicated to the relevant staff. Where less than forty-eight (48) hours notice is given to the employee of a change in schedule, one and one-half times the employee's regular straight time hourly rate of pay will be paid for the shift that has been changed. The acceptance of additional hours/shifts by an approved tour exchange or giveaway does not constitute a change in the posted schedule, and therefore overtime will not be paid.

- (b) No split shifts will be scheduled by the Hospital.
- (c) There shall be no less than sixteen (16) hours off between shifts. However, if an employee has less than sixteen (16) hours off between shifts, he shall be paid time and one half his regular straight time rate of pay for all hours worked in the period less than sixteen hours, when such hours worked are at the request of the Hospital.
- (d) Employees requesting specific tours on a permanent basis shall be granted such request when possible, and such request shall not be unreasonably denied. Such permanent shift personnel must rotate to the day shift at least once yearly for a minimum of two (2) work weeks for assessment and evaluation, such time to be mutually agreed upon by the manager and the employee.
- (e) On call duty as required in a department and/or unit shall be equally divided among those employees with the necessary knowledge, training, skill and ability to perform the required work.

- (f) Overtime will be offered to the most senior employee on duty, available, qualified and who normally performs the work that is required.

If an employee who normally performs the work is not on duty and available, the most senior qualified, available and on duty employee shall be offered the overtime.

Scheduled overtime will be offered to the most senior, qualified and available employee who normally performs the work.

- (g) When an overtime situation occurs, no part-time employee shall do overtime where there are qualified permanent full-time employees on duty, available, and willing to work the shift.
- (h) None of the situations included in this article shall result in overtime payment if the situation arises due to an approved exchange of shift by employees, or a change in schedule mutually agreed to by the employee and the Department.
- (l) When an RPN must "float off" the unit/department, the most junior shall float, unless otherwise agreed.
- (j) When an employee must be cancelled from a shift on a unit/department, the most junior employee shall be cancelled.
- (k) Tour/shift exchanges shall not be limited to any number.

Article G - **UNIFORMS**

G.1 When an employee is required by his classification to wear a uniform of the Hospital's choice and specifications it shall be supplied and laundered by the Hospital. Uniforms so supplied remain the property of the Hospital, and are not to be used for work other than Hospital duties. The employee shall be required to return such uniforms on termination of employment. The Hospital shall supply each employee with seven (7) uniforms.

G.2 A uniform allowance of \$6.00 per month will be paid to full-time RPN's upon completion of their probationary period. A uniform allowance of \$72 will be paid to full-time RPNs once a year, in January, rather than on a monthly basis.

Article H - **HOLIDAYS**

H.1 Employees shall receive the following statutory holidays with pay:

New Year's Day	Thanksgiving Day
Good Friday	Christmas Day
Easter Monday	Victoria Day
Boxing Day	Canada Day
Civic Holiday	2 nd Monday in Feb. (Heritage Day if so proclaimed)
Labour Day	Floating Holiday

H.2 Any employee scheduled to work on a Statutory Holiday who does not report for work,

shall forfeit his holiday pay except in cases of absence for reasons acceptable to the Hospital

- H.3 An employee will be scheduled to work on either the Christmas or New Year's statutory holiday, unless they request to work both. Employees scheduled to work either the Christmas or New Year's holiday will be scheduled to work the opposite the following year. If an employee is able to have the same statutory holiday off in two consecutive years, this will be granted on the basis of seniority. If scheduling allows an employee to have both statutory holiday's off, this will be granted on the basis of seniority.

This clause does not apply to those employees that are not normally scheduled on the statutory holiday.

- H.4 The Hospital shall endeavor to schedule an employee to work the statutory holiday when he/she has been scheduled to work the Saturday and/or Sunday of said holiday and vice-versa when the employee is not scheduled to work the weekend, unless otherwise requested by the employee and agreed to by the Hospital.
- H.5 Whenever holidays herein provided fall on a Saturday or a Sunday, the following Monday may be observed as the holiday. When Christmas Day is moved, for observance, to Monday, then Boxing Day shall be observed on the following Tuesday.
- H.6 If one of the above named holidays occurs on an employee's regular day off or during his vacation period, the employee will be paid his holiday pay, and at his option, may receive an alternate day off without pay, at a mutually agreeable time.
- H.7 Further to Article 16.03, an employee working a statutory holiday will be paid at the rate of two and one half (2 1/2) times his regular rate of pay and may, if mutually agreed, receive an alternate day off without pay at a mutually agreeable time within thirty (30) days of the statutory holiday.

Article I - WAGES

- I.1 Payment of wages will be made every other week and cover time worked in the two (2) weeks, ending on the last shift of the preceding Sunday.
- I.2 Where an employee gives at least two (2) weeks written notice of their intention to terminate, the Hospital will endeavor to pay monies owing within five (5) working days after the date of termination.
- I.3 A Lead Hand, so long as he is designated and assigned by the Hospital, shall be paid seventy (\$0.70) cents per hour, over and above his regular straight time rate of pay.
- I.4 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 Workers' Compensation benefits.
- I.5 a) An employee shall receive the appropriate amount of weekly vacation pay, provided advance notice of two (2) full pay periods is given to the immediate supervisor.

- b) An employee terminating his employment at any time in his vacation year before he has had his vacation, shall be entitled to a proportionate payment of wages in lieu of such vacation.
- c) Except in cases of severance of employment, employees shall not be paid cash in lieu of vacation time.

I.6 All Supply & Service porters who are interested and able to do the work after training, shall be paid at the storeperson rate for all hours worked when assigned to CSR stock duties on a rotating basis.

Article J - **MEAL ALLOWANCE**

In the event that an employee is required to work in excess of his current shift for a period of more than two (2) hours, he shall be given a meal voucher to a maximum value of \$7.50 or if the cafeteria is closed, petty cash will be provided.

Article K - **BULLETIN BOARDS**

The Hospital will provide bulletin boards upon which the Union may post any notices of union business. Where such bulletin boards are locked, the Union will be supplied with a key. The employer may request the union to remove materials that it finds is not within the scope of "notices of union business".

Article L - **CORRESPONDENCE**

All correspondence between the parties, arising out of this agreement or incidental thereto, shall pass to and from the Director Human Resources of the Hospital and/or the Director, Employee Relations or designate and the Secretary of the Union, Local 1487.

Article M - **VACATION**

- M.1 The Hospital will post by January 15 a vacation planner in each department. Each employee in this department should indicate prior to the end of February his/her preference for vacations during the calendar year (January to December 31 of any given year).
- M.2 Within each occupational classification and within each particular work group or department, vacation preference shall be granted on the basis of bargaining unit wide seniority as defined in Article 9.02.
- M.3 The Hospital agrees that any full-time employee may take their vacation entitlement at anytime in the year subject to the existing operational and scheduling practices.
- M.4 An employee does not have to have a certain number of vacation credits in his/her vacation bank before he/she may request or take approved vacation. At anytime an employee may have their entitlement plus 37.5 hours in their bank.
- M.5 A full-time employee may bank up to one additional week and save that week to be used in the following calendar year. This week, if not used during the calendar year in which it is earned, may be used at any time in the future.

- M.6 Vacation schedules shall be confirmed in writing by April 15 and posted by May 1 each year and shall not be changed unless mutually agreed to by the employee concerned and the Hospital.
- M.7 Vacation times for employees who fail to indicate preferred times by the last day of February each year or a subsequent date set by the Hospital shall have their requests for vacation granted by Hospital management from times that are available, on a first come, first serve basis. The manager shall give response within 2 weeks upon receiving the request.
- M.8 The Hospital will, if possible, provide the weekend off prior to commencement of vacation and at the completion of vacation.

Article N - **GENERAL**

- N.1 The Employer will send the Union the on file addresses and phone number of each employee covered by this Agreement semi-annually.
- It shall be the responsibility of the employees to keep the Employer informed of their current address and telephone number.
- N.2 A copy of this Collective Agreement shall be issued by the Employer to each employee, after ratification of the Agreement. The cost of preparing such copies shall be equally shared by the Employer and the Union. The size of the Collective Agreement and printing arrangements will be determined by Local 1487.
- N.3 The reassignment or termination of a temporary employee hired or assigned to fill a specific temporary full-time vacancy will not be subject to the layoff procedure.
- N.4 The only terms and/or conditions of the Collective Agreement that apply to these temporary employees are those set out in this article save as expressly provided otherwise in this Agreement.
- N.5 The Hospital will supply the Union with a copy of the job posting and will provide the name of the successful applicant in writing.
- N.6 For the purpose of job posting only, full-time and part-time employees shall be considered. Full-time years shall be converted to hours based on 1950 hours per year and the most senior applicant shall get the job in accordance with Article 9.05.
- N.7 (a) The effective date referred to in Article 9.06 Transfer and Seniority and Outside the Bargaining Unit shall be May 3, 1985.
- (b) The effective date referred to in Article 9.07 Transfer of Seniority and Service shall be September 16, 1985.
- N.8 All CUPE employees in the Maintenance, Housekeeping and Stores Departments shall be granted five (5) minutes at the end of their regular scheduled shift for purposes of wash-up.

- N.9 The Hospital will instruct its supervisory staff that reprimands must be given in private. An employee will be given a copy of any written reprimand, and a copy filed with the Union Secretary.
- N.10 The Hospital and the Union agree that the Hospital may employ individuals in the Apprentice classification under the following terms and conditions:
- i) The Hospital and the Union recognize that the purpose of the classification is to provide qualified individuals with training in the trade of their choice. As such, only individuals designated as apprentices under the Apprenticeship and Tradesman Qualification Act of Ontario may occupy this classification.
 - ii) Wage rates for Apprentices shall be specified in Appendix 'A', and shall be in such proportion to the start rate, and the maximum rate after one year of the Journeyman classification rate as required under the Apprenticeship and Tradesman Qualification Act of Ontario.
 - iii) Any employee hired as an Apprentice shall be considered a temporary employee as per Article 2.01 of this agreement. The term of a temporary assignment as defined in Article 2.01 may be extended to the date that the employee ceases to be an apprentice as defined by the Apprenticeship and Tradesman Qualification Act of Ontario.
 - iv) The release or discharge of an Apprentice shall not be the subject of a grievance or arbitration. An Apprentice will not have access to the lay-off and recall procedure specified in Article 9 of the Collective Agreement.
- N.11 Monthly Union Membership Meetings: the Hospital shall provide sufficient space to allow the Local Union to hold its monthly membership meetings on the Hospital premises.
- N.12 When a contractor is used in the Hospital (which is not in violation of Article 10.00) the employer will include the appropriate maintenance department employee(s) in the review of the contractor's work.
- N.13 Maintenance Mechanics will be paid a ½ hour lunch break and will be expected to remain on the Hospital premises in order to answer any pages.
- N.14 An employee has one week to accept or refuse an offer of a posted position. The Hospital will endeavor to complete the transfer of an employee within 6 weeks, subject to the operational and training requirements of the Hospital. An employee shall receive the new rate of pay after 6 weeks, if not transferred within the 6-week transfer period. This does not apply if a specific start date is identified on the job posting.

Article O - **SAFETY**

- (a) The employer shall take every precaution reasonable in the circumstances for the protection of the worker. The employer will make reasonable provisions for the safety of employees during their working hours while they are on the premises of the Hospital.

- (b) A grievance concerning safety shall be initiated at Step 2 of the grievance procedure.
- (c) The employees shall cooperate in observing all safety rules and practices which have been established for the protection of the workers.

Article P - **TOOLS**

Maintenance Mechanics and Journeymen are hired on the basis that they supply sufficient of their own tools to, in the opinion of the Hospital, carry out the duties of the job for which they are hired in an efficient and effective manner.

It is the Hospital's intention to replace tools in accordance with its current practice, current practice being the replacement of employee owned tools when such tools are lost, stolen, destroyed, damaged or worn out solely in the performance of Hospital duties.

Tools lost or stolen through neglect or carelessness will not be replaced. Tools destroyed or damaged through neglect, misuse, carelessness or failure to follow instruction will not

be replaced. The type and cost of the replacement tools is at the sole discretion of the Hospital.

Any dispute arising from the interpretation of this letter of understanding shall be discussed at Union Management Committee meetings, then failing settlement of the dispute at this state, the Union may raise the matter directly with the Director, Employee Relations or designate.

Article Q - **HEALTH & SAFETY COMMITTEE**

- a) The Hospital and the Union agree that they mutually desire to maintain standards of safety and health in the Hospital in order to prevent accidents, injury and illness.
- b) Recognizing its responsibilities under the applicable legislation, the Hospital agrees to accept as a member of its Accident Prevention - Health and Safety Committee at least one representative selected or appointed by the Union from amongst bargaining unit employees.
- c) 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.
- d) The Hospital agrees to co-operate reasonably in providing necessary information to enable the Committee to fulfill its functions.
- e) 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.
- f) Any representative appointed or selected in accordance with (b) hereof shall serve for a term of one (1) calendar year from the date of appointment which may be renewed for further periods of one (1) 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 time so spent attending such meetings shall be deemed to be work time for which the representative(s) shall be paid by the Hospital at his regular or premium rate as may be applicable.

- g) The Union agrees to endeavour to obtain the full co-operation of its membership in the observation of all safety rules and practices.
- h) 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.
- i) Where the Hospital identifies high risk areas where employees are exposed to Hepatitis B, the Hospital will provide, at no cost to the employees, a Hepatitis B vaccine.

Article R - **CERTIFIED WORKER**

There shall be one Health and Safety Representative from CUPE who will be a certified worker as defined under the Occupational Health and Safety Act. This would not preclude the employer from having more than one certified worker. Training: The CUPE certified worker shall be trained at the employer's expense. Pre Prep time: CUPE's Representatives to the Joint Occupational Health and Safety Committee shall be given one hour of paid preparation time to prepare for each meeting of the Joint Occupational Health and Safety committee.

When a certified worker is called in to work to perform his/her duties under the Occupational Health and Safety Act, and/or the Collective Agreement, he/she shall be paid at the applicable rate of pay.

Article S - **RPN ISSUES**

The Hospital undertakes to encourage RPNs to upgrade their skills to the present level of those being acquired by the graduating RPNs. Further, the Hospital will, where practicable, encourage and permit the utilization of the upgraded skills.

Should the Hospital require those skills on the work units, the Hospital will pay for attendance at such training at regular wages and will also pay for tuition and materials.

Article T - **SCHEDULING ISSUES**

The Hospital and the Union shall address scheduling issues by representatives of Local 1487 and management, meeting as necessary through the Labour / Management committee process.

Article U - **VIOLENCE IN THE WORKPLACE**

The parties recognize that employees may be exposed to unwanted behaviour from others in

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

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

The Joint Occupational Health and Safety Committee shall concern itself with those matters and shall make such recommendations as it deems appropriate. Further, the Committee will review the CUPE document 'Violence in the Workplace' and make recommendations as may be deemed appropriate.

Article V - **MODIFIED WORK**

V.01 The Hospital will notify the President of the Local of the names of all members off work due to a work related injury (whether or not the employee is in receipt of WSIB benefits) monthly. A separate list will be provided for employees on LTD with department listed.

V.02 When cases are identified to be a more complex return to work programme, the Hospital will notify and meet with a representative from CUPE and/or members of the local union executive to review the case and cooperatively develop an appropriate action plan.

V.03 The Hospital will provide the employee with a copy of the WSIB form 7 at the same time as it is sent to WSIB.

V.04 Upon written authorization from the injured employee, the Hospital will forward a copy of the WSIB Form to the Union.

Article W - **SICK LEAVE ADMINISTRATIVE PROVISIONS**


Employees who have collected sick benefits for more than 60 days, and remain off work, should contact Human Resources for details of their benefits' coverage.

Dated at Scarborough, Ontario, this 3rd day of October, 2003.

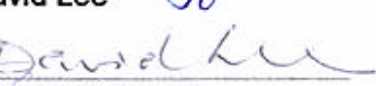
FOR THE HOSPITAL


Wayne Simpson

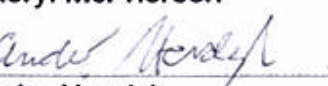

Ron Jamieson

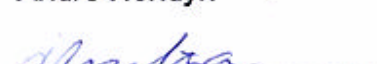

Catherine Cotton



David Lee


Lillian Langfried


Sheryl McPherson


Andre Hondyk

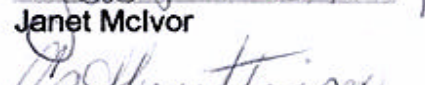

Ewa Szlachta



Corry Esler


FOR THE UNION

Joan Stevenson

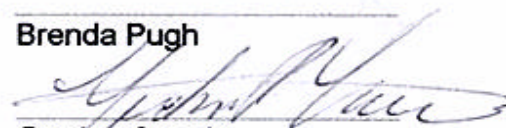

Janet McIvor



Cathy Stinson



Doug Allen


Diane Atkins

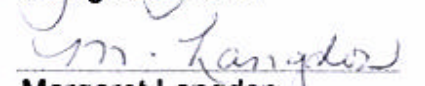
Brenda Pugh


Gordon Comrie


Eddie DaSilva


George Juvandes


Margaret Langdon

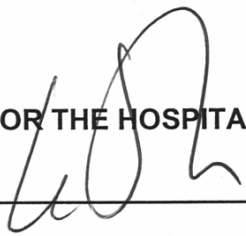

Jeff Allen

LETTER OF AGREEMENT
Between
The Scarborough Hospital
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CUPE LOCAL 1487
(The Union)

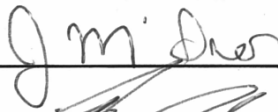
RE: LEAD HAND PREMIUM

The parties agree that effective September 31, 1991 Carmen Volpe will be paid the lead hand premium as defined in the Collective Agreement.

FOR THE HOSPITAL



FOR THE UNION



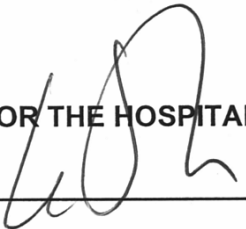
LETTER OF AGREEMENT
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RE: RENTAL OF OFFICE SPACE

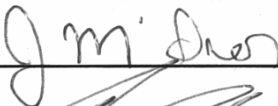
The Hospital is prepared to offer space for a CUPE office at a monthly cost of \$254.00 including phone with the agreement to be reviewed as of April 1, 1996 and yearly thereafter.

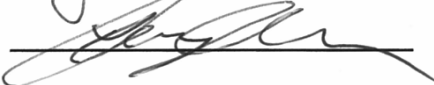
If in the future the Hospital needs to utilize this space for another purpose, we will give the Union two months notice.

FOR THE HOSPITAL



FOR THE UNION



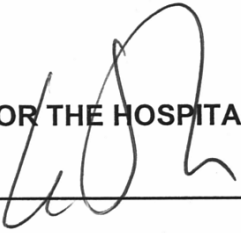


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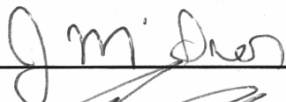
RE: QUALIFICATION ALLOWANCE

When a maintenance mechanic obtains his Certificate of Qualification from O.T.A.B. or the Ministry of Training, Colleges and Universities via an approved apprenticeship program of 8000 – 10000 hours, he will be paid a qualification allowance of \$1.184 per hour.

FOR THE HOSPITAL



FOR THE UNION

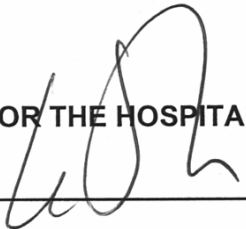


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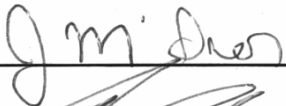
RE: LAYOFF AND RECALL – PSA SENIORITY

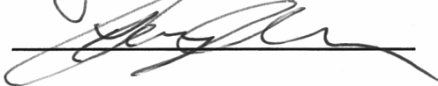
The Hospital agrees that in the event that there are no employees with lessor seniority in the same or a lower or identical paying classification as per Article 9.09 (d) – Layoff and Recall, any job classification paying less than a PSA shall have the right to displace the least senior employee in the PSA job classifications (providing they can meet the normal requirements of the job) even though the straight time hourly rate of the PSA classification may be greater than the 5% noted in the current Collective Agreement.

FOR THE HOSPITAL



FOR THE UNION






LETTER OF AGREEMENT
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RE: VACATION REQUESTS


Vacation requests that after discussion with the manager are not agreed upon will be referred to Labour-Management for further discussion.

FOR THE HOSPITAL



FOR THE UNION





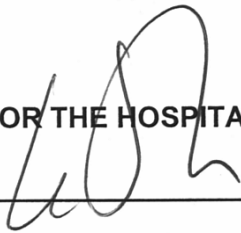
LETTER OF AGREEMENT
Between
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(The Union)

RE: EXTENDED TOUR SCHEDULES


During the term of this agreement, the Hospital is prepared to amend the current extended tour schedules at the Grace site to comply with the hours of work as per Article 14.01 of the Collective Agreement.

However, the parties agree that, at the Grace site, should the employees wish to continue the present extended tours schedule, this option will be considered.

FOR THE HOSPITAL



FOR THE UNION



LETTER OF AGREEMENT
Between
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RE: VOLUNTEERS

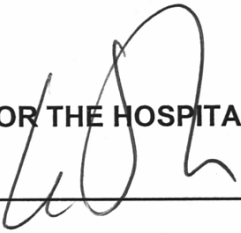
The parties agree that the use of volunteers is valuable and greatly enhances patient visits.

At the General site, the use of volunteers to perform bargaining unit work as covered by Article 11.02 of this agreement, shall not be expanded beyond the extent of the existing practice as of June 1, 1986.

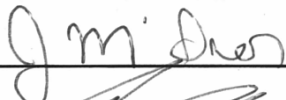
At the Grace site, the existing practice regarding the use of volunteers to perform bargaining unit work shall be reviewed by the parties by November 30th, 2002 with the objective of consistency between the two sites, wherever possible. The timing of the implementation of changes will be subject to negotiations between the parties.

Any issues which arise concerning the use of volunteers shall be brought to Labour Management meetings for discussion.

FOR THE HOSPITAL



FOR THE UNION




LETTER OF AGREEMENT
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(The Union)

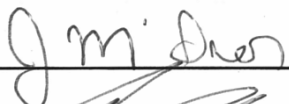
RE: JOB SHARE

The parties agree to retain the existing job sharing arrangements. It is agreed that if one of the part-time employee leaves the employment of the hospital or wishes to terminate the job-sharing arrangement, the job sharing position shall be posted as a full-time position.

FOR THE HOSPITAL



FOR THE UNION



LETTER OF AGREEMENT
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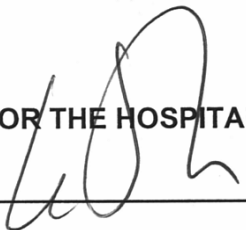
RE: DEPARTMENTAL ASSISTANTS

It is agreed that none of the employees classified as Departmental Assistants as of the date of the ratification of this agreement will be laid off during the term of this agreement.

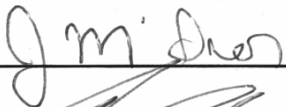
During the term of this collective agreement:

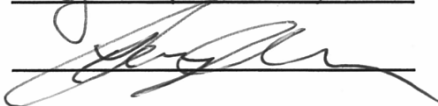
- a) The role of the departmental Assistant will not be introduced at the General site.
- b) The role of the Departmental Assistant at the Grace site will be reviewed. Any proposed changes will be brought to Labour Management meetings for discussion.
- c) The filling of any Departmental Assistant vacancy will be discussed at Labour – Management.

FOR THE HOSPITAL



FOR THE UNION





LETTER OF AGREEMENT
Between
The Scarborough Hospital
And
CUPE LOCAL 1487
(The Union)

RE: PSA SCHEDULING

Tour Exchanges:

Tour exchanges must be between staff on their home unit first. If there are no employees willing to do the shift on their own unit, then they may go outside their unit.

A Tour Exchange Form must be filled out for all tour exchanges with each section completed. If going off the unit, the Tour Exchange Form needs to be approved by the lending and the receiving managers or delegates.

There will be no double tour exchanges; i.e. the same shift cannot be given away twice.

Giveaways:

Giveaways must be between staff on your home unit first. If there are no employees willing to do the shift on your home unit, you will contact the staffing clerk to identify if any PSA's are available to accept the shift.


Extra Shifts:

Extra hours that are not covered by the home unit shall be processed through the staffing clerk. The staffing clerk will allocate those hours to those employees who have made themselves available in accordance with the collective agreement.

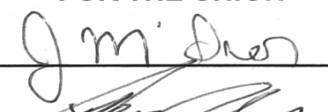
Process Of Using The Staffing Clerk:

1. Availability in Advance: Within one week prior to the upcoming month of the schedule being posted, an employee will email the staffing clerk their availability of the next four (4) week period.
2. Changes to Original Availability: The employee should call the Hotline for any changes to their original availability sent by e-mail. Any immediate changes to an employee's availability should be put on the Hotline before 1100H during the week.

FOR THE HOSPITAL



FOR THE UNION



PROCESS FOR INDICATING AVAILABILITY TO THE STAFFING CLERK

Process:

1. Go into MOX Library (#12) under cabinet name "PSA SCHEDULING" -- "Staffing Clerk Availability Form".
2. Provide the following:
 - i) Name
 - ii) Department and extension of department
 - iii) Home telephone number
 - iv) Number of scheduled shifts booked in the pay period
 - v) Available dates and shifts
3. Once form is completed, forward to staffing clerk and to yourself. Availability must be put in on an individual basis; employees are not allowed to put in availability for other employees

Changing Your Original Availability:

Employees should call the Hotline (ext. 8139) to indicate any changes to their original availability sent by e-mail. Any immediate changes, within 24-hrs of an employee's availability, should be put on the Hotline before 1100H daily (Monday to Friday only).

GUIDELINES:

Employees are not to go to the staffing clerk's unit. All communication must be done via e-mail or the Hotline ext.8139.

Shifts shall be distributed according to the CUPE collective agreement. The staffing clerk will use the seniority list, which is provided by the Hospital in January and July.

It is not acceptable for employees to be calling the staffing clerk asking for shifts.

At the time of accepting the shift, you must tell the staffing clerk if it is an overtime situation. The manager or On-call manager must approve any overtime.

Personal Giveaways: An employee may only request the names of available employees from the staffing clerk. Once given the names, that employee will adhere to the tour exchange process.

The Scarborough Hospital
PSA AVAILABILITY FORM FOR STAFFING CLERK

EMPLOYEE NAME: _____

POSITION: _____ **FT** **PT**

DEPARTMENT: _____ **EXT.#** _____

MANAGER: _____

I agree to the circulation of my telephone number for shift coverage: Y N

HOME# () _____ CELL# () _____

AVAILABILITY FOR THE MONTH OF _____

<u>WEEK 1</u>				<u>WEEK 2</u>			
MONDAY	D ___	E ___	N ___	MONDAY	D ___	E ___	N ___
TUESDAY	D ___	E ___	N ___	TUESDAY	D ___	E ___	N ___
WEDNESDAY	D ___	E ___	N ___	WEDNESDAY	D ___	E ___	N ___
THURSDAY	D ___	E ___	N ___	THURSDAY	D ___	E ___	N ___
FRIDAY	D ___	E ___	N ___	FRIDAY	D ___	E ___	N ___

<u>WEEK 3</u>				<u>WEEK 4</u>			
MONDAY	D ___	E ___	N ___	MONDAY	D ___	E ___	N ___
TUESDAY	D ___	E ___	N ___	TUESDAY	D ___	E ___	N ___
WEDNESDAY	D ___	E ___	N ___	WEDNESDAY	D ___	E ___	N ___
THURSDAY	D ___	E ___	N ___	THURSDAY	D ___	E ___	N ___
FRIDAY	D ___	E ___	N ___	FRIDAY	D ___	E ___	N ___

TOTAL # OF SHIFTS PRESENTLY SCHEDULED WEEK 1 & 2 PAY PERIOD: _____

TOTAL # OF SHIFTS PRESENTLY SCHEDULED WEEK 3 & 4 PAY PERIOD: _____

THE SCARBOROUGH HOSPITAL
CUPE Salary Scale- Effective to September 29, 2004

Job Title	29 Sept.2001		29 Sept.2002		29 Sept.2003		1 Jan. 04	1 Apr. 04	1 Jul. 04
	Step 1	Step 2	Step 1	Step 2	Step 1	Step 2	Step 2	Step 2	Step 2
Aide *	16.108	16.314	16.591	16.803	17.089	17.503	17.702	17.901	18.100
Air Cond./Ref. (Journeyman)	23.582	24.014	24.289	24.734	25.018	25.476	25.476	25.476	25.476
Baker	17.236	17.595	17.753	18.123	18.286	18.667	18.667	18.667	18.667
Carpenter (Journeyman)	23.582	24.014	24.289	24.734	25.018	25.476	25.476	25.476	25.476
Cook 1	17.236	17.595	17.753	18.123	18.286	19.058	19.452	19.846	20.240
Cook 2	17.114	17.394	17.628	17.916	18.157	18.454	18.454	18.454	18.454
CS Stock Porter	16.359	16.642	16.850	17.141	17.388	17.814	17.940	18.066	18.192
Custodian	16.108	16.314	16.591	16.803	17.089	17.525	17.746	17.967	18.188
Departmental Assistant *	17.024	17.236	17.535	17.753	18.061	18.770	20.240	20.240	20.240
Dietary Helper 1 *	16.467	16.672	16.961	17.172	17.469	17.789	17.893	17.997	18.101
Dietary Helper 3	16.956	17.238	17.464	17.756	17.988	18.288	18.288	18.288	18.288
Dietary Helper General *	16.108	16.314	16.591	16.803	17.089	17.503	17.702	17.901	18.100
Dispatcher	16.880	17.236	17.386	17.753	17.908	18.286	18.286	18.286	18.286
E.C.G. Technician *	17.776	18.056	18.309	18.598	18.858	19.630	21.076	21.076	21.076
Electrician (Journeyman)	23.582	24.014	24.289	24.734	25.018	25.476	25.476	25.476	25.476
Emergency Aide	17.024	17.236	17.535	17.753	18.061	18.286	18.286	18.286	18.286
Engineer	19.447	19.869	20.031	20.465	20.632	21.079	21.079	21.079	21.079
Facilities Support Tech	19.447	19.869	20.031	20.465	20.632	21.070	21.070	21.070	21.070
Head Cook	17.727	18.085	18.259	18.628	18.807	19.186	19.186	19.186	19.186
HNA Experienced	17.776	18.056	18.309	18.598	18.858	19.156	19.156	19.156	19.156
HNA Trainee	16.465	--	16.959	--	17.467	--	17.467	17.467	17.467
ICC/Stores Person	16.956	17.238	17.464	17.756	17.988	18.288	18.288	18.288	18.288
Instrumentation Technician	18.865	--	19.431	--	20.014	--	20.014	20.014	20.014
Laboratory Technician *	17.776	18.056	18.309	18.598	18.858	19.630	21.076	21.076	21.076
Maintenance Helper	17.505	17.794	18.030	18.328	18.571	19.074	19.278	19.482	19.686
Maintenance Mechanic	19.447	19.869	20.031	20.465	20.632	21.079	21.079	21.079	21.079
Medical Equip. Aide	16.460	16.672	16.954	17.172	17.463	17.687	17.687	17.687	17.687
Medical Equip. Tech	18.086	18.457	18.629	19.011	19.188	19.745	19.910	20.075	20.240
Millright	--	--	--	--	25.018	25.476	25.476	25.476	25.476
Morgue Attendant	16.390	16.672	16.881	17.172	17.388	17.687	17.687	17.687	17.687
O.R. Technician *	20.726	21.082	21.347	21.715	21.988	23.300	23.560	23.820	24.085
Orthopaedic Tech.	19.602	19.960	20.190	20.559	20.796	21.175	21.175	21.175	21.175
Painter	17.444	17.803	17.968	18.337	18.507	18.887	18.887	18.887	18.887
Painter/Decorator	19.447	19.869	20.031	20.465	20.632	21.079	21.079	21.079	21.079
Pathology Technician	--	--	--	--	21.988	23.300	23.560	23.820	24.085
Patient Service Associate *	17.236	17.517	17.753	18.043	18.286	18.771	18.961	19.151	19.341
Phlebotomist *	17.776	18.056	18.309	18.598	18.858	19.630	21.076	21.076	21.076
Plant Operator	19.447	19.869	20.031	20.465	20.632	21.079	21.079	21.079	21.079
Plumber (Journeyman)	23.582	24.014	24.289	24.734	25.018	25.476	25.476	25.476	25.476
Porter	16.108	16.314	16.591	16.803	17.089	17.407	17.510	17.613	17.717
Printer Service Operator	17.236	17.595	17.753	18.123	18.286	18.667	18.667	18.667	18.667
Reg. Practical Nurse *	20.802	21.082	21.426	21.715	22.069	23.300	24.085	24.085	24.085
RPN Pending	17.941	--	18.479	--	19.033	--	19.033	19.033	19.033
Seamstress	16.392	16.672	16.884	17.172	17.390	17.687	17.687	17.687	17.687
Senior Lab. Assistant *	18.913	19.300	19.480	19.879	20.065	20.799	21.798	21.798	21.798
SPD Tech. *	17.236	17.595	17.753	18.123	18.286	18.883	19.052	19.221	19.390
Storeskeeper	17.236	17.595	17.753	18.123	18.286	18.883	19.002	19.171	19.340
Storesperson	16.390	16.672	16.881	17.172	17.388	17.814	17.940	18.066	18.192
Supplies & Services Ass't	17.236	17.595	17.753	18.123	18.286	18.667	18.833	18.833	18.833
Technical Aide *	16.460	16.672	16.954	17.172	17.463	17.789	17.893	17.997	18.101
Work Order/Stores Clerk	18.558	--	19.115	--	19.688	--	19.688	19.688	19.688

*Includes Pay Equity Adjustment Wages: 2.5% effective Sept.29, 2001 3.0% effective Sept.29, 2002 3.0% effective Sept.29, 2003