

SOURCE	Assn		
EPE.	93	09	29
TERAL	95	09	28
NO. OF EMPLOYEES	90		
NO. RE EMPLOYEES	OH		

FULL-TIME

COLLECTIVE AGREEMENT

between

Markham Stouffville Hospital
(hereinafter called the "Hospital")

and

CUPE LOCAL 3651

Expires: September 28, 1995

12400 (01)

ENTERED

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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

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

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

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

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.

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 - Joint Committee

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

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

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

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

It is understood that joint meetings with other Labour-Management Committees in the 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 Negotiating 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

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.

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.

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.

ICLE 7 - GRIEVANCE AND I :

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

Step No. 2

Within nine (9) calendar days following the decision under **Step** No. 1, the employee may submit the written grievance to his Department Head who will deliver his decision in writing within nine (9) calendar days from the date on which the written grievance was presented to him. The parties may, if they so

desire, meet to discuss the grievance at a time and place suitable to both parties. This step may be omitted where the employee's immediate supervisor and Department Head are the same person. Failing settlement, then:

Step No. 3

Within nine (9) calendar days following the decision in Step No. 2, the grievance may be submitted in writing to the Hospital Administrator or his designee. A meeting **will** then be **held** between the Hospital Administrator or his designee and the Grievance Committee within nine (9) calendar days of the submission of the grievance at Step No. 3 unless extended by agreement of the parties. It is understood and agreed that a representative of the Canadian Union of Public Employees and the **grievor** may be present at the meeting. It is further understood that the Hospital Administrator or his designee may have such counsel and assistance as he may desire at such meeting. The decision of the Hospital shall be delivered in writing within nine (9) calendar days following the date of such meeting.

- 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. 3 within fourteen (14) calendar days following the circumstances giving rise to the complaint or grievance. It is expressly understood, however, that the provisions of this Article may not be used with respect to a grievance directly affecting an employee which such employee could himself institute and **the** regular grievance procedure shall not be thereby bypassed.
- 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. 3 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

- (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 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. 3 is given, the grievance shall be deemed to have been abandoned. Where such a written request is postmarked within sixteen (16) calendar days after the decision under Step No. 3, it will be deemed to have been received within the time limits.
- 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

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;
- (g) is absent due to illness or disability for a period of thirty (30) calendar months from the time the disability or illness commenced.

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 **W.C.B.** benefits. Notwithstanding this provision, service shall accrue for a period of fifteen (15) weeks if an employee's absence is due to a disability resulting in **W.C.B.** benefits.
- (c) It is further understood that during such unpaid absence, credit for seniority for purposes of promotion, demotion, transfer or lay-off shall be suspended and not accrue during the period of absence. Notwithstanding this provision seniority shall accrue for a period of eighteen (18) months if an employee's absence is due to a disability resulting in **W.C.B.** benefits or **L.T.D.** benefits, or for a period of one (1) year if an employee's unpaid absence is due to an illness.

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.

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

Not applicable.

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

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

(b) Redeployment Committee

At 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.

09 - Layoff and all

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 5% of the laid-off employee's straight-time hourly rate.

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

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

In determining the ability of an employee to perform the **work** for the purposes of the paragraphs above, the 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 six-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(b)(i):

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

(b) Placement

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

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

(c) Regional Redeployment Committee

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

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

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

9.12 - Separation Allowances

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

9.13 - Portability of Service

An employee hired by the Hospital with recent and related experience may claim consideration for such experience at the time of hiring on a form to be supplied by the Hospital. Any such claim shall be accompanied by verification of previous related experience. The Hospital shall then evaluate such experience during the probationary period following hiring. Where in the opinion of the Hospital such experience is determined to be relevant, the employee shall be slotted in that

step of the wage progression consistent with one (1) year's service for every one (1) year of related experience in the classification upon completion of the employee's probationary period. It is understood and agreed that the foregoing shall not constitute a violation of the wage schedule under the Collective Agreement.

9.14 - Technological Change

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

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

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

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

ARTICLE 10 - CONTRACTING OUT

10.01 - Contracting Out

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

10.02 - Contracting

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

ARTICLE 11 - WORK OF THE BARGAINING UNIT

11.01 - Work of the Bargaining Unit

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

11.02 - Volunteers

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

Effective October 1, 1990, the Hospital shall submit to the Union figures indicating the number of volunteers as of September 20, 1990. Thereafter, the

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

ARTICLE 12 - LEAVES OF ABSENCE

12.01 - Personal Leave

Written request ~~for~~ 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~~ 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.

There shall be no **loss** of service or seniority during such leave of absence and the **employee(s)** shall accumulate service and seniority on the basis of what his normal regular hours of work would have been. 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 calendar 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 Unemployment Insurance Commission of the appropriateness of the Hospital's Supplementary Unemployment Benefit (SUB) Plan, an employee who is on pregnancy leave as provided under this Agreement who has applied for and is in receipt of Unemployment Insurance pregnancy benefits pursuant to Section 18 of the Unemployment Insurance Act, shall be paid a supplemental unemployment benefit for a period not exceeding fifteen (15) weeks. The supplement shall be equivalent to the difference between ninety-three percent (93%) of her normal weekly earnings and the sum of her weekly unemployment insurance benefits and any other earnings. Receipt by the Hospital of the employee's unemployment insurance cheque stubs shall constitute proof that she is in receipt of Unemployment Insurance pregnancy benefits.

The employee's normal weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours plus any wage increase or salary increment that she would be entitled to receive 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 Unemployment Insurance benefits.

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

- (e) Credits for service and seniority shall accumulate for a period of up to seventeen (17) weeks while **an employee** is on pregnancy leave.

- (9) 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 Unemployment Insurance Commission of the appropriateness of the Hospital's Supplemental Unemployment Benefit (SUB) Plan, an employee who is on parental leave as provided under this Agreement who has applied for and is ~~in~~ receipt of Unemployment Insurance parental benefits pursuant to Section 18 of the Unemployment Insurance Act, shall be paid a supplemental unemployment benefit for a period not exceeding ten (10)

weeks. That benefit shall be equivalent to the difference between ninety-three percent (93%) of the employee's normal weekly earnings and the sum of his or her weekly Unemployment Insurance benefits and any other earnings. Receipt by the Hospital of the employee's unemployment insurance cheque stub will serve as proof that the employee is in receipt of unemployment parental benefits.

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

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

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

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

- 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.

- 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 Workers' Compensation Board as compensable within the meaning of the Workers' Compensation Act, the Hospital, on application from the employee will supplement the award made by the Workers' Compensation Board for loss of wages to the employee by such amount that the award of the Workers' Compensation 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 Workers' Compensation 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.
- 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.

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

13.02 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 - Payment Pending Determination of WCB Claims

An employee who is absent from work as a result of an illness or injury sustained at work and who has been awaiting approval of claim for Workers' Compensation for a period longer than one complete pay period may apply to the Hospital for payment equivalent to the lesser of the benefit she would receive from Workers' Compensation if her claim was approved, or the benefit to which she would be entitled under the short term sick 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 Workers' Compensation Board. If the claim for Workers' Compensation is not approved, the monies paid as an advance will be applied towards the benefits to which the employee would be entitled under the short term sick leave plan. Any payment under this provision will continue for a maximum of fifteen (15) weeks.

ARTICLE 14 - HOURS OF WORK

14.01 - Daily & Weekly Hours of Work

(a) Normal Daily Hours

The normal daily hours of work shall be seven and one-half (7.5) hours exclusive of a thirty (30) minute unpaid meal break.

(b) Regular Weekly Hours

Normally, a regular work week equals thirty-seven and one-half (37.5) hours divided into five (5) days.

(c) Extended Hours

Departments may also develop schedules with hours averaged over a six-week period (or other appropriate period as defined by the department) and with extended daily hours.

In such cases where schedules exceed the normal daily or weekly hours of work, the Hospital shall make application to the Employment Standards Branch of the Ministry of Labour to approve the extended work schedule.

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

Authorized hours worked in excess of the normal daily hours, regular work week, or extended daily or weekly hours of work as defined in Article 14.01 shall be deemed to be overtime and shall be paid at time and one-half the employee's straight time hourly rate.

Where an averaging of hours over the duration of the scheduling cycle exist, hours worked in excess of the scheduling cycle shall be deemed to be overtime and shall be paid at time and one-half the employee's straight time hourly rate.

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 \$2.00 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 forty-five cents (45¢) per hour for all hours worked where the majority of their scheduled hours fall between 1500 and 0700 hours. The same forty-five (45¢) per hour will be paid as weekend premium for all hours worked between 2400 hours Friday and 2400 hours

Sunday, or such other 48-hour period as may be agreed upon by the local parties.

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

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

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

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

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

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

Vacation 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 commenced prior to and continues into the scheduled vacation period, the period of such illness shall be considered sick leave.

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

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

17. - Bereavement During

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 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 \$90.00 every 24 months and hearing aide allowance \$500.00 lifetime maximum.

- (c) The Hospital agrees to contribute 100% of the billed premium towards coverage of eligible employees in the active employ of the Hospital under HOOGLIP in effect as of September 28, 1993 or such other group life insurance plan currently in effect providing the balance of the monthly premium is paid by the employee through payroll deductions.
- (d) The Hospital agrees to contribute 75% of the billed premiums towards coverage of eligible employees in the active employ of the Hospital under the Blue Cross #9 Dental Plan in effect as of September 28, 1993 or comparable coverage with another carrier (based on the current ODA fee schedule as it may be updated from time to time) providing the balance of the monthly premiums are paid by the employee through payroll deduction.
- (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.

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

- (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.

ARTICLE 19 - HEALTH & SAFETY19.01 - Protective Footwear

Effective January 1, 1989 and on that date for **each** subsequent calendar year, the Hospital will provide \$35 per calendar year to each full-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 - COMPENSATION20.01(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 W.C.B. 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 - Job Classification (NEW)

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

The rate of pay and classification shall be as provided in the Local Appendix Wage Schedule and form part of this Collective Agreement.

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

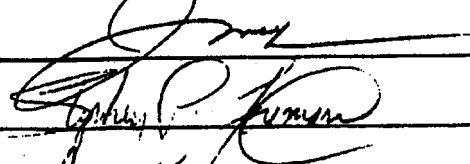
22.02 - Central Bargaining

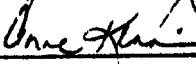
Notwithstanding the foregoing provisions, in the event the parties to this Agreement agree to negotiate for its renewal through the process of central bargaining, either party to this Agreement may give notice to the other party of its desire to bargain for amendments on local matters proposed for incorporation 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.


Signed at Markham, Ontario, this 25th day of February, 1998.


On behalf of
Markham Stouffville Hospital

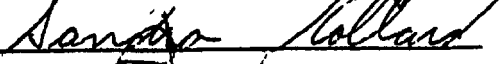


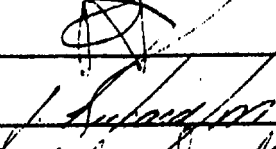


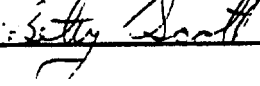
On behalf of
CUPE Local 3651











LOCAL ISSUES

COLLECTIVE AGREEMENT

between

MARKHAM STOUFFVILLE HOSPITAL

(hereinafter called the "Hospital")

and

CUPE LOCAL 3651

(hereinafter called the "Union")

Expires: September 28, 1995

ARTICLE L1 - RECOGNITION

L1.01 The Hospital recognizes the Canadian' Union of Public Employees as the bargaining agent ~~of~~ all employees of Markham ~~Stouffville~~ Hospital in the Town ~~of~~ Markham, save and except professional medical staff, registered, graduate and undergraduat nurses, paramedical and technical personnel, office and clerical staff, co-ordinators, persons above the rank of co-ordinator, persons regularly employed for not more than twenty-four (24) hours per week, and students employed during the school vacation year.

ARTICLE L2 - DEFINITION

L2.01 A full-time employee shall be deemed to be an employee who is regularly scheduled to ~~work~~ more than ~~twenty-four~~ (24) hours per week.

ARTICLE L3 - MANAGEMENT RIGHTS

L3.01 The Union acknowledges ~~that~~ the management of the Hospital and the direction of working forces shall remain with the Hospital except as limited by the provisions of this Agreement and, without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Hospital to:

- (a) maintain order, discipline and efficiency;
- (b) hire, assign, retire, discharge, direct, demote, classify, transfer, layoff, recall, discharge or otherwise discipline employees, provided that a claim of discharge or discipline without cause may be the subject of a grievance and dealt with as hereinafter provided:
- (c) determine, in the interest of efficient operation and highest standards of service, ~~job~~ rating and classification, the hours of work, work assignments, methods of doing the work, and the working establishment for the service and the location of work;
- (d) generally to manage the operation that the Hospital is engaged in and, without restricting the generality of the foregoing, to determine the number of personnel required, methods, procedures, systems and equipment in connection therewith;
- (e) make, enforce, and alter from time to time, policies, rules and regulations to be observed by the employees.

ARTICLE L4 - UNION SECURITY AND DUES

L4.01 The Hospital will deduct from each employee's pay cheque Union dues, initiation fees and Union contributions imposed in accordance with the statutes and regulations of the Local. The Union will advise the Hospital in writing, one (1) month in advance, of any changes in the amount of deductions and the date on which these changes are to become effective.

L4.02 Payroll deductions will be collected for each pay period and the sum sent to the National Treasurer, no later than the fifteenth (~~15th~~) day of the month following the date of deduction, accompanied by a list of names of the employees for whom these amounts have been deducted, and indicating the amount deducted from each employee.

For the purposes of clarity, addresses shall accompany the first list and thereafter, the Hospital will submit a revised list on a quarterly basis to the Treasurer of the Local.

L4.03 The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article.

ARTICLE L5 - UNION REPRESENTATION

L5.01 (a) The Hospital acknowledges the right of the Union to appoint or otherwise select five (5) stewards, including a Chief Steward. The Chief Steward shall serve as the steward for the department in which he is employed. The number of stewards for each department or group shall be as follows:

- Facilities Management and Sterile Processing Department (2)
- Food Services (1)
- Materiel and Pharmaceutical Management (1)
- Registered Practical Nurses (1)

(b) The Union will provide the Hospital with a list of the names of the stewards and the committee members of the bargaining unit. The Hospital will not recognize any representatives until the Union has officially advised the Hospital in writing as to the appointment of the representatives.

(c) The Hospital will recognize a Grievance Committee composed of three (3) employees consisting of the Chief Steward and two (2) other employees, provided that no more than two (2) members from the same group or department will be present at any Grievance Committee meeting with the

Hospital.

- L5.02** The Labour Management Committee referred to in Article 6.02 of the Central Agreement will be comprised of three (3) Union and three (3) Management representatives. A maximum of two (2) employees per group or department will be given leave to attend a Labour Management Committee meeting.
- L5.03** The Union and the Employer will recognize a Local Bargaining Committee as referred to in Article 6.03 of the Central Agreement comprised of five (5) Union and five (5) Management representatives. A maximum of two (2) employees per group or department will be given leave to attend a Local Bargaining Committee meeting.
- L5.04** Requests for leave of absence without pay to perform Union duties shall be submitted in writing by completing a Union Leave Request form. Such form shall be submitted to the Director, Human Resources (or designate) with a copy to the employee's department head or designate at least twenty-one (21) working days before the leave is to be taken.

Permission for such leave(s) will be granted to a reasonable number of employees subject to the provisions outlined below:

- (a) Authorization for such leaves shall be with due regard for the operation of the Hospital and provided that the scheduling changes made necessary by such leaves shall not impose any penalty on the Hospital.
- (b) When requests for such leaves cannot be made twenty-one (21) working days prior to the commencement of each leave requested, approval shall be at the discretion of the Hospital based on the individual merits of the requests. Employees requesting such leaves may be required to assist in arranging for replacements needed to cover scheduled shifts.
- (c) The working schedule of these employees shall not be modified in any way because of the said leave of absence unless the parties shall otherwise agree. With the exception of the President and Vice-president who shall each have up to twenty (20) days, all other employees shall be eligible for cumulative leave of up to thirty (30) days each calendar year.
- (d) Only one employee per classification within a department shall be authorized to take time off for Union activities as authorized by this Agreement.
- (e) Leave for Union business up to a maximum of five (5) days for each leave will be paid by the Hospital, who will obtain reimbursement from the Union

for the payment of the **normal** rate plus an additional cost of **18%** to cover fringe benefits and administrative **costs**.

- L5.05 Both parties recognize the need to maintain the efficient operation of the Hospital. An employee shall provide notice to **his/her** department head or designate of the request for leave ~~of~~ absence with pay by **completing** a Union Leave Request form. Such form shall be submitted to the employee's department head or designate for approval as soon as the employee becomes aware of the necessity for a leave.

ARTICLE L6 - SENIORITY LIST

- L6.01 A seniority list shall be established by department for employees covered by this Agreement who have completed their probationary period. Such list will be posted by the Hospital ~~two~~ (2) months after the signing of this Agreement and no later than January ~~31~~ yearly thereafter. The list shall remain posted for a period of thirty (30) calendar days. If no challenge to the list is filed in writing to the Hospital within this period, the list shall be accepted by all employees as correct for all purposes. Three (3) copies will be supplied to the Chief Steward.

ARTICLE L7 - SCHEDULING

- L7.01 Both parties agree that the current practice of scheduling is acceptable. Changes to existing scheduling practices will be discussed at the departmental level. Any unresolved issues may be referred to the Labour Management Committee.

Notwithstanding the above, the Union will not be precluded from using the grievance procedure.

ARTICLE L8 - SICK LEAVE ADMINISTRATION

- L8.01 Sick leave means a period of time when an employee is permitted to be absent from work with pay due to illness or injury, rendering **him/her** unable to perform **his/her** regular duties or **such** other modified duties as may be assigned and not compensable under the Worker's Compensation Act, any other Act or covered by any other form of benefits entitlement or settlement.
- L8.02 Sick leave for employees who have completed three (3) months' employment will be granted at the discretion of the department head or designate according to the Hospital's **Disability** Income Plan and subject to the following conditions:

- (a) An employee will personally notify their department head or designate of illness at least one (1) hour in advance of starting their shift to allow for the arrangement of necessary replacements.
- (b) An employee shall personally request sick leave from their department head or designate if they become ill during a shift.
- (c) An employee will give personal notice of their return from absence to their department head or designate as far in advance as possible.
- (d) Absence for illness or injury **compensable** by the Worker's Compensation Board will not be charged against sick leave credits.
- (e) An employee, in all cases of absence due to illness, may be required to submit to Occupational Health and Safety Services a medical certificate signed by a duly qualified Medical Practitioner stating fully the reasons for the absence. Such medical certificate shall be presented to Occupational Health and Safety Services prior to a return to work.
- (f) An employee will not be entitled to sick pay during a period of layoff or leave of absence without pay or during a vacation period, except when hospitalized.
- (g) Sick leave benefits will cease on termination of employment.

ARTICLE L9 - VACATION SCHEDULES

- L9.01 The department head and staff of each ~~department~~/program shall establish a vacation scheduling practice which serves their collective **need**. ~~If~~ unable to collectively agree upon a practice, the following language shall be deemed to govern.
- L9.02 Vacation requests shall be submitted in writing by April 30 of every year. Such requests shall be granted on the following basis:
 - (a) availability of periods shall be allocated within departments in accordance with seniority;
 - (b) vacation weeks may not always be consecutive; however the Hospital will endeavour to accommodate the wishes of employees with respect to their preferred vacation dates with due regard for the operations of the Hospital;

- (c) blocks of five (5) days shall receive priority over lesser periods;
- (d) it is understood that vacation is not cumulative from year to year and must be taken by the employee's service seniority date of the year following entitlement;
- (e) vacations shall be scheduled with adjacent weekends off whenever possible.

L9.03 A vacation schedule shall be posted on June 1. Thereafter, vacations shall be granted on an order of request basis and as such periods are available; such requests will be written or sent via Office Automation and will be responded to in kind within fourteen (14) days of receipt by management. The vacation schedule shall not be changed without the consent of affected employees.

ARTICLE L10 - PAID HOLIDAYS

L10.01 The following are recognized as paid holidays:

- | | |
|------------------|--------------------|
| - New Year's Day | - Labour Day |
| - Good Friday | - Thanksgiving Day |
| - Victoria Day | - Christmas Day |
| - Canada Day | - Boxing Day |
| - Civic Holiday | - 3 Floats |

ARTICLE L11 - JOB DESCRIPTIONS

L11.01 The Hospital agrees to provide copies of all new or revised job descriptions for all positions for which the Union is bargaining agent. During job postings, job descriptions for the posted position will be available upon request by interested employees in the Human Resources Department.

ARTICLE L12 - MISCELLANEOUS

L12.01 All attached letters and memoranda of agreement shall form part of this Collective Agreement,

L12.02 The Employer shall provide a centrally located bulletin board which will be placed so that all employees will have access and upon which the Union shall have the right to post notices of meetings and such other notices as may pertain to Union

business. All such notices must be signed by a member of the Union Executive and by the Director, Human Resources, or designate prior to posting.

L12.03 (a) The Hospital shall supply or make available such clothing and equipment as it deems necessary to be ~~worn~~ or used on the job for reasons of appearance, safety or health, or as a protection against undue wear or damage.

(b) It shall be the responsibility of the Hospital to clean, launder and maintain all clothing and equipment issued.

L12.04 Both the Hospital and the Union recognize their joint responsibility and commitment to provide and encourage participation in relevant inservice education. The Hospital will endeavour to provide where feasible, such programs as are directly related to work responsibilities.

L12.05 The Hospital undertakes to encourage Registered Practical Nurses (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 the RPNs to upgrade their skills to the level of a current graduating RPN, such skills enhancement training will be provided or paid for by the Hospital at its discretion.

L12.06 Should an error of less than fifty dollars (\$50.00) occur on a pay cheque, attributable to the Hospital, the Hospital agrees to correct the error no later than the following pay day. Errors of over fifty dollars (\$50.00) will be corrected within three (3) working days following notification, All such requests must be submitted through the employee's department head.

L12.07 A copy of this Agreement, in a mutually suitable form, will be made available by the Hospital to each employee now employed and as employed. Printing casts of these Agreements will be shared equally between the parties.

L12.08 Any changes deemed necessary to this Agreement may be made by mutual agreement at any time during the existence of this Agreement.

L12.09 The changing of Daylight Savings Time to Eastern Standard Time or vice versa shall not be the case of paying more or less than the normal daily rate of pay during the week in which such change takes place.

L12.10 An employee who is required to work a second consecutive tour shall be entitled to the normal rest periods and meal period for the second tour. The employee

shall also be provided with a \$5.00 meal voucher. Employees who are required to work more than four (4) hours overtime on the same day they have worked a full tour shall be entitled to a normal 0.5 hour meal period and a \$5.00 meal voucher.

- L12.11 Reference to Article 9.06. The first date required is the certification date of **October 6, 1992. The second date is not applicable.**
- L12.12 The Hospital will, to the extent that it maintains or is able to maintain current up-to-date lists of employee addresses and telephone numbers, provide such a list to the Union on a quarterly basis.
- L12.13 All correspondence between the parties arising out of this Agreement or incidental thereto shall pass to and from the Director, Human Resources (or designate) and the President of the Union.

ARTICLE L13 - RETROACTIVITY

- L13.01 Increases to the salary schedules shall be retroactive and apply to all employees in the bargaining unit as of October 6, 1992, or hired since on the basis of each hour paid them since that date. Retroactivity shall be paid within three (3) pay periods of the signing of the Collective Agreement. For those individuals no longer in the employ of the Hospital, the Hospital shall give notice of their entitlement to retroactive salary increases by Registered Mail to the last known address listed in the Hospital records, with a copy of each notice to be sent to the Union.

Only those employees who apply in writing within thirty (30) days of the date of mailing of the notice shall be entitled to receive money under this retroactivity provision.

ARTICLE L14 - HEALTH AND SAFETY

- L14.01 The Hospital accepts that one (1) CUPE member on the Joint Occupational Health and Safety Committee shall be trained as a certified worker under the Occupational Health and Safety Act. Any costs associated with the training of a certified worker will be paid by the Hospital, or as may be prescribed pursuant to the Occupational Health and Safety Act. 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 regular rate.

- L14.02 In all cases of lost time **work-related** injuries, the Hospital representatives and the Union safety representative, along with the injured employee, will conduct an Accident Investigation. Through the investigation, the **cause(s)** of the accident shall be determined and the recommendations developed to minimize the risk of re-occurrence. The Union's safety representative and the injured employee will be provided copies of the **W.C.B. Form 7**.
- L14.03 Where preparation time is required, the CUPE representative will be given one (1) hour preparation time to prepare for the Joint Occupational Health and Safety Committee meeting.

ARTICLE L15 - HEALTH AND SAFETY COMMITTEE

- L15.01 (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 Joint Occupational 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 cooperate reasonably in providing necessary information to enable the committee to fulfil 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 Joint Occupational 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/her regular or premium rate as may be applicable.

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

ARTICLE L16 - MODIFIED WORK

L16.01 The parties are committed to providing modified work to assist employees to reintegrate into the work setting as soon as deemed medically able following illness, surgery, or work-related injury.

The Hospital agrees to continue its development of policies and procedures to deal with modified work and shall submit such policies to the Joint 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.

ARTICLE L17 - VIOLENCE IN THE WORKPLACE

L17.01 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 policies and procedures to deal with such situations and shall submit such policies to the Joint 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.

ARTICLE L18 - PROTECTIVE FOOTWEAR

L18.01 The Hospital will require employees performing the following functions to wear appropriate safety footwear:

- 1) Maintenance
- 2) Grounds

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

ARTICLE L19 - SHIFT PREMIUMS

L19.01

Premiums	Rates
Evening	\$0.45
Night	\$0.45
Weekend Day	\$0.45
Weekend Evening	\$0.45
Weekend Night	\$0.45

ARTICLE L20 - WAGES

L20.01 Wage scales covering all classifications represented by the CUPE bargaining unit are provided in the wage schedule.

In order to comply with the requirements of the Social Contract Act, 1993 and the award, employees eligible to be paid as per Wage Schedule "A" are those employees whose earnings (as defined in the Toronto, Humber Memorial Hospital settlement) are **less** than \$30,000 (LICO) for the calendar year, or such other locally agreed annual period for determining LICO status. Employees determined as "non-LICO" will be paid as per Wage Schedule "B".

If, at the end of the calendar year it is determined that a "non-LICO" employee's earnings as per the LICO definition were less than \$30,000 annually, the employee shall receive a retroactive wage payment to the extent that the total of the items included for the purposes of earnings under **the** LICO definition, including wages, does not exceed \$30,000 for the calendar year.

If, at the end of the calendar year it is determined that a "LICO" employee's earnings as per the LICO definition were greater than \$30,000 annually, such employee shall repay to the Hospital the overpayment of wages received in the calendar year to the extent that to do so does not reduce annual LICO earnings below \$30,000. The Hospital may recover the money by payroll deduction, and

the employee and the Union agree that this repayment is hereby consented to, for the purposes of the *Employment Standards Act*.

SALARY/WAGE RATES – HOURLY

SCHEDULE "A" LICO (earnings under \$30,000)										
<ul style="list-style-type: none"> • These rates apply to "LICO" employees as defined by the <i>Social Contract Act</i>. • Incorporates the 1% wage increase of September 29, 1993 with a partial retroactive increase to September 29, 1992. 										
	START		STEP 1		STEP 2		STEP 3		STEP 4	
Registered Practical Nurse	19.48	19.58	19.83	19.93	20.18	20.28	-	-	-	-
Electro-Mechanic Maintenance Mechanic Plumber-Mechanic Refrigeration Mechanic	18.82	18.92	17.62	17.69	18.13	18.21	18.78	18.86	19.41	19.50
Cook	14.81	14.90	15.35	15.45	16.01	16.08	16.28	16.44	-	-
Maintenance Assistant	14.76	14.85	15.27	15.37	15.81	15.90	16.35	16.52	16.93	17.10
Environmental Service Attendant Food Service Attendant Material Management Attendant Receiving/Stores Attendant SPD Attendant Stockless Inventory Attendant Stockless/Pharmacy Attendant Stores/Copier Attendant Surgical System Attendant	13.47	13.51	13.88	14.01	14.28	14.38	14.72	14.86	-	-

SCHEDULE "B" non-LGO (earnings over \$30,000)					
Time Rate	Non-LGO as defined by the as defined by the	START	STEP 1	STEP 2	STEP 3
Registered Practical Nurse		19.29	19.63	19.99	
Electro-Mechanic Maintenance Mechanic Plumber-Mechanic Refrigeration Mechanic		16.75	17.34	17.95	18.57
Cook		14.76	15.20	15.65	16.12
Maintenance Assistant		14.61	15.12	15.65	16.19
Environmental Service Attendant Food Service Attendant Material Management Attendant Receiving/Stores Attendant SPD Attendant Stockless Inventory Attendant Stockless/Pharmacy Attendant Stores/Copier Attendant Surgical System Attendant		13.34	13.74	14.15	14.57

ARTICLE L21 - TERM

L21.01 The term of this Collective Agreement shall be from September 29, 1993, and shall expire on September 29, 1995. The terms of this Agreement shall be deemed to continue in effect after the expiry date and shall continue to such time as amended by subsequent Collective Agreements.

Signed at Markham, Ontario, this 25th day of February, 1998.

On behalf of
Markham Stouffville Hospital

[Signature]
Stephen P. Herman
Anne Kerrin

On behalf of
CUPE Local 3651

[Signature]
Kanadia
John Goldthorpe
Barbara Ballard
[Signature]
[Signature]
Elly Scott

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