

COMBINED FULL-TIME/PART-TIME

COLLECTIVE AGREEMENT

Between

**Toronto Grace Hospital
(hereinafter called the "Hospital")**

and

**CUPE AND ITS LOCAL 929
(hereinafter called the "Union")**

Expires: September 28, 2013

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

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

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

2.02 - PART-TIME COMMITMENT

The Hospital shall not refuse to accept an offer from an employee to make a written commitment to be available for work on a regular predetermined basis solely for the purpose of utilizing casual employees so as to restrict the numbers

of regular part-time employees.

2.03 - REGULAR PART-TIME EMPLOYEE

Employees regularly employed for not more than twenty-four (24) hours per week will be considered as part time employees.

ARTICLE 3 - RELATIONSHIP

3.01 - NO DISCRIMINATION

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

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

ARTICLE 4 - STRIKES & LOCKOUTS

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

ARTICLE 5 - UNION SECURITY

5.01 - T4 SLIPS

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

5.02 - NOTIFICATION TO UNION

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

5.03 - EMPLOYEE INTERVIEW

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

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

5.04 - NO OTHER AGREEMENTS

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

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

ARTICLE 6 - UNION REPRESENTATION AND COMMITTEES

6.01 - UNION ACTIVITY ON PREMISES AND/OR ACCESS TO PREMISES

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

6.02 - LABOUR-MANAGEMENT COMMITTEE

- (a) 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.
- (b) 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.

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

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

- (d) 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.
- (e) 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.

8.03 - LOCAL BARGAINING COMMITTEE

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

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

6.04 - CENTRAL BARGAINING COMMITTEE

- (a) In central bargaining between the Canadian Union of Public Employees and the participating hospitals, an employee serving on the Union's Central Negotiating Committee shall be paid for time lost from his normal straight time working hours at his regular rate of pay and without loss of leave credits for attending central negotiating meetings with the Hospitals' Central Negotiating Committee in direct negotiations up to the point of arbitration. In addition, 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 two (2) days of preparation time for such central negotiating meetings with the Hospital's Central negotiating Committee. Upon reference to arbitration, the Negotiating Committee members shall receive unpaid time off for the purpose of attending arbitration hearings.

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

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

Hospitals' Central Negotiating Committee shall advise the eight (8) Hospitals accordingly.

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

6.05 - UNION STEWARDS

- (a) 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.
- (b) A Chief Steward or designate may, in the absence of any steward, assist in the presentation of any grievance, or with any steward function.
- (c) 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.
- (d) 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.

- (e) Nothing in this Article shall preclude full-time stewards from representing part-time employees and vice-versa.
- (f) The number of stewards and the areas which they represent, are to be determined locally.

6.06 - GRIEVANCE COMMITTEE

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

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

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

ARTICLE 7 - GRIEVANCE AND ARBITRATION PROCEDURE

- 7.01 For purposes of this Agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of the Agreement including any question as to whether a matter is arbitrable.
- 7.02 At the time formal discipline is imposed or at any stage of the grievance procedure an employee shall have the right upon request to the presence of his/her steward. In the case of suspension or discharge the Hospital shall notify the employee of this right in advance.

7.03 It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible, and it is understood that an employee has no grievance until he has first given his immediate supervisor the opportunity of adjusting his complaint. The grievor may have the assistance of a union steward if he or she so desires. Such complaint shall be discussed with his immediate supervisor within nine (9) calendar days after the circumstances giving rise to it have occurred or ought reasonably to have come to the attention of the employee and failing settlement within nine (9) calendar days, it shall then be taken up as a grievance within nine (9) calendar days following advice of his immediate supervisor's decision in the following manner and sequence:

Step No. 1

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

Step No. 2

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

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

7.05 Where a number of employees have identical grievances and each employee would be entitled to grieve separately they may present a group grievance in

writing identifying each employee who is grieving to the Department Head or his designee within fourteen (14) calendar days after the circumstances giving rise to the grievance have occurred or ought reasonably to have come to the attention of the employee(s). The grievance shall then be treated as being initiated at Step No. 2 and the applicable provisions of this Article shall then apply with respect to the processing of such grievance.

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

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

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

- 7.07 (a) Failing settlement under the foregoing procedure of any grievance between the parties arising from the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, such grievance may be submitted to arbitration as hereinafter provided. If no written request for arbitration is received within eighteen (18) calendar days after the decision under Step No. 2 is given, the grievance shall be deemed to have been abandoned. Where such a written request is postmarked within sixteen (16) calendar days after the decision under Step No. 2, it will be deemed to have been received within the time limits.
- (b) The parties agree that it is their intent to resolve grievances without recourse to arbitration, wherever possible. Therefore, notwithstanding (a) above, the parties may, upon mutual agreement, engage the services of a mediator in an effort to resolve the grievance and may extend the time limits for the request for arbitration. The parties will share equally the fees and expenses, if any, of the mediator.

- 7.08 All agreements reached under the Grievance Procedure between the representatives of the Hospital and the representatives of the Union will be final and binding upon the Hospital and the Union and the employees.
- 7.09 When either party requests that any matter be submitted to arbitration as provided in the foregoing Article, it shall make such request in writing addressed to the other party to this Agreement, and at the same time name a nominee. Within seven (7) calendar days thereafter the other party shall name a nominee, provided, however, that if such party fails to name a nominee as herein required, the Minister of Labour for the Province of Ontario shall have power to effect such appointment upon application thereto by the party invoking Arbitration Procedure. The two nominees shall attempt to select by agreement a chairman of the Arbitration Board. If they are unable to agree upon such a chairman within a period of fourteen (14) calendar days, they shall then request the Minister of Labour for the Province of Ontario to appoint a chairman.
- 7.10 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 7.11 No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the Grievance Procedure.
- 7.12 The Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to or amend any part of this Agreement.
- 7.13 The proceedings of the Arbitration Board will be expedited by the parties hereto and the decision of the majority and, where there is no majority the decision of the chairman will be final and binding upon the parties hereto and the employee or employees concerned.
- 7.14 Each of the parties hereto will bear the expense of the nominee appointed by it and the parties will share equally the fees and expenses, if any, of the chairman of the Arbitration Board.
- 7.15 The time limits set out in the Grievance and Arbitration Procedures herein are mandatory and failure to comply strictly with such time limits except by the written agreement of the parties, shall result in the grievance being deemed to have been abandoned subject only to the provisions of Section 48 (16) 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. All leaves of absence in excess of ten (10) calendar days will not count toward either of the above periods.

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.

Part-time employees, including casual employees, will accumulate seniority on the basis of one (1) year's seniority for each 1725 hours worked in the bargaining unit as of the last date of hire, except as otherwise provided herein.

Seniority will operate on a bargaining unit wide basis.

A part-time employee cannot accrue more than one year's seniority in a twelve (12) month period. The twelve (12) month period shall be determined locally.*

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 forty-eight (48) months;
- (f) if the employee has been laid off and fails to return to work within seven (7) calendar days after that employee has been notified by the Hospital through registered mail addressed to the last address on the records of the Hospital, subject to any special provisions regarding temporary vacancies noted under the heading of Layoff and Recall.

9.04 EFFECT OF ABSENCE

((a), (b) and (c) of the following clause are applicable to full-time employees only)

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 thirty (30) months while an employee is in receipt of WSIB benefits*. Such payment shall also continue while an employee is on sick leave (including the Employment Insurance Period) to a maximum of thirty (30) months from the time the

absence commenced.

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

- (c) It is further understood that during such unpaid absence, credit for seniority for purposes of promotion, demotion, transfer or lay-off shall be suspended and not accrue during the period of absence. Notwithstanding this provision seniority shall accrue for the duration of the absence, if an employee's absence is due to a disability resulting in WSIB benefits*, or while an employee is on paid or unpaid sick leave (including the Employment Insurance Period).
- (d) Part-time employees shall accrue seniority for the duration of the absence, if an employee's absence is due to a disability resulting in WSIB benefits.

Part-time employees shall accrue service for a period of fifteen (15) weeks if absent due to a disability resulting in WSIB benefits, on the basis of what the employee's normal regular hours of work would have been.

9.05 - JOB POSTING

- (a) 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.
- (b) The postings shall stipulate the qualifications, classifications, rate of pay, department and shift and a copy shall be provided to the Chief Steward.
- (c) 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.
- (d) In matters of promotion and staff transfer appointment shall be made of the senior applicant able to meet the normal requirements of the job. Successful employees need not be considered for other vacancies within a six (6) month period unless an opportunity arises which allows the employee to change his or her permanent status.
- (e) The Hospital agrees that it shall post permanent vacant positions within 30 calendar days of the position becoming vacant, unless the Hospital provides the Union notice under Article 9.08(A)(a) of its intention to eliminate the position.

- (f) The name of the successful applicant will be posted on the bulletin board for a period of seven (7) calendar days.
- (g) 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.
- (h) 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.
- (i) 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. This period may be extended a further six (6) months upon the agreement of the employee and the Hospital. 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 (a) or (b) above is returned to the bargaining unit within a period of twelve (12) calendar months, he shall accumulate seniority during the period of time outside the bargaining unit.

9.07(A) - TRANSFER OF SENIORITY AND SERVICE

Effective (the date as set out in the Local Provisions Appendix) and for employees who transfer subsequent to (the effective date as set out in the Local Provisions Appendix):

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

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

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

9.07(B) - 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.

9.07(C) - TRANSFORMATION IN HEALTH CARE

Seniority Recognition

Without prejudice to the Union's or Hospitals' rights under the collective

agreement or the Labour Relations Act and/or the Public Sector Labour Relations Transition Act, the parties agree that non-unionized employees who are affected (via relocation/transfer*) shall, when entering the bargaining unit, be afforded seniority and service in accordance with the anniversary of their date of hire (or hours worked) from their original Hospital. Such anniversary date shall be calculated in accordance with the relevant provisions of the relevant collective agreement.

Right to Return or Transfer

Employees who are relocated/transferred* to another employer by the Hospital will retain their seniority and service at their original hospital for a 48-month period.

Without prejudice to the Union's or Hospitals' rights under the collective agreement or the Labour Relations Act and/or the Public Sector Labour Relations Transition Act, employees relocated/transferred* shall have the right to post for vacancies that arise, prior to or subsequent to the relocation/transfer*, at their originating Hospital for that 48-month period.

If they are the successful applicant, they will return to the employ of the Hospital with seniority accrued and service intact but not accrued, for the period that the employee was relocated/transferred* to another employer.

*Pursuant to a "Sale of Business" under Section 69 of the Labour Relations Act, or to a transfer pursuant to the Public Sector Labour Relations Transition Act.

9.08(A) - NOTICE AND REDEPLOYMENT COMMITTEE

(a) Notice

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

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

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

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

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

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

At each Hospital a Redeployment Committee will be established not later than two (2) weeks after the notice referred to in 9.08(A)(a) 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 provisions may be filed as a grievance commencing at Step 2.

(ii) Committee Composition

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

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

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

(iii) Disclosure

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

(iv) Alternatives

The Redeployment Committee or where there is no consensus, the committee members shall propose alternatives to cutbacks in staffing to the Hospital's Chief Executive Officer and to the Board of Directors.

At the time of submitting any plan concerning rationalization of services and involving the elimination of any position(s) or any layoff(s) to the District Health Council or to the Ministry of Health, the Hospital shall provide a copy, together with accompanying documentation, to the Union.

9.08(B) - RETIREMENT ALLOWANCE

Prior to issuing notice of layoff pursuant to article 9.08(A)(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)(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 (2) weeks' salary for each year of service, plus a prorated amount for any additional partial year of service, to a maximum ceiling of fifty-two (52) weeks' salary.

9.08(C) - VOLUNTARY EXIT OPTION

If after making offers of early retirement, individual layoff notices are still required, prior to issuing those notices the Hospital will offer a voluntary early exit option in accordance with the following conditions:

- i) The Hospital will first make offers in the classifications within department(s) where layoffs would otherwise occur. If more employees

than are required are interested, the Hospital will make its decision based on seniority.

- ii) If insufficient employees in the department affected accept the offer, the Hospital will then extend the offer to employees in the same classification in other departments. If more employees than are required are interested, the Hospital will make its decision based on seniority.
- iii) In no case will the Hospital approve an employee's request under (i) and (ii) above for a voluntary early exit option, if the employees remaining are not qualified to perform the available work.
- iv) The number of voluntary early exit options the Hospital approves will not exceed the number of employees in that classification who would otherwise be laid off. The last day of employment for an employee who accepts a voluntary early exit option will be at the Hospital's discretion and will be no earlier than thirty (30) calendar days immediately following the employee's written acceptance of the offer.

An employee who elects a voluntary early exit option shall receive, following completion of the last day of work, a separation allowance of two (2) weeks' salary for each year of service, to a maximum of fifty-two (52) weeks' pay.

9.09 - LAYOFF AND RECALL

An employee in receipt of notice of layoff pursuant to 9.08(A)(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 9.08(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(A)(a).

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.

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.

- (e) 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 in a higher-paying classification provided they are able to meet the normal requirements of the job, with orientation but without additional training.
- (f) In addition, in combined full-time/part-time collective agreements, a full-time employee shall also be entitled to displace another full-time employee with lesser seniority in a higher-paying classification provided that they are able to meet the normal requirements of the job, with orientation but without additional training, when there are no other full-time employees in the same or a lower or similar-paying classification with lesser seniority, prior to being required to displace a part-time employee.
- (g) An employee who is subject to layoff other than a layoff of a permanent or long-term nature including a full time employee whose hours of work are, subject to Article 14.01, reduced, shall have the right to accept the layoff or displace another employee in accordance with (a) and (d) above.
- (h) 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.
- (i) In the event of a layoff of an employee, the Hospital shall pay its share of insured benefits premiums for the duration of the five-month notice period provided for in Article 9.08(A)(a).
- (j) The Hospital agrees to post vacancies during the recall period, as per the job posting procedure, allowing employees on recall to participate in the posting procedure. Should the position not be filled via the job posting procedure, 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.
- (k) 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.
- (l) 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.

- (m) 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.
- (n) 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.

9.10 - BENEFITS ON LAYOFF

(The following clause is applicable to full-time employees only)

In the event of a lay-off of a full-time employee the Hospital shall pay its share of insured benefits premium up to three (3) months from the end of the month in which the lay-off occurs or until the laid off employee is employed elsewhere, whichever occurs first.

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(A)(d)(i):

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

cost of tuition, books and travel, as well as any wages eligible under the terms of such program.

- (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.

9.12 - SEPARATION ALLOWANCES

- (a) Where an employee resigns within 30 days after receiving notice of layoff pursuant to article 9.08(A)(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 sixteen (16) 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)(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 - TECHNOLOGICAL CHANGE

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

The Hospital agrees to discuss with the Union the effect of such technological

changes on the employment status of employees and to consider practical ways and means of minimizing the adverse affect, if any, upon employees concerned.

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

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

9.14- REGISTERED PRACTICAL NURSE PROFESSIONAL DEVELOPMENT/SCOPE OF PRACTICE

Continuous professional development is a hallmark of professional nursing practice. As a self-regulating profession, nursing recognizes the importance of maintaining a dynamic practice environment which includes ongoing learning, the maintenance of competence, career development, career counseling and succession planning. The parties agree that professional development includes a diverse range of activities, including but not limited to formal academic programs; short-term continuing education activities; certification programs; independent learning committee participation. The parties recognize their joint responsibility in and commitment to active participation in the area of professional development, including scope of practice.

Where Registered Practical Nurse professional development is not specifically addressed at any existing joint committee, the Hospital's Chief Nursing Officer and Human Resources Officer will meet with the Union on a quarterly basis to discuss professional responsibility and scope of practice issues.

In any event, the parties will be guided by the following key principles:

- Professional development will be recognized;
- All Registered Practical Nurses will have access to professional development opportunities;
- Responsibilities for professional development will be shared between the individual and the Hospital;
- Employee needs, Hospital needs and department/program requirements will be considered.

9.15 - WORK-LOADS

- (a) The parties agree that patient care is enhanced if concerns relating to professional practice, patient acuity, fluctuating Work-Loads and fluctuating staffing are resolved in a timely and effective manner.
- (b) Employees are encouraged to raise their concerns with their immediate supervisor. In the event that the workload concern is not resolved to the employee's satisfaction, the employee, or group of employees, may submit their concerns to either the Joint Health and Safety Committee (as constituted under the collective agreement's local appendix) or the Labour Management Committee (as constituted under Article 6.02) through their union representative in a format to be determined by the respective committee.
- (c) In the event that an employee or group of employees, covered under the Regulated Health Professions Act (RHPA), are assigned a work-load which is inconsistent with proper patient care, they shall express their concerns to their supervisor. The employee shall complete a "Work-Load Review Form" which shall be provided to the supervisor and to the Union. The Work-Load Review Form will be attached as an Appendix to the collective agreement.

ARTICLE 10 - CONTRACTING OUT

10.01 - CONTRACTING OUT

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

10.02 - CONTRACTING OUT

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

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

In order to ensure compliance with this provision, the hospital agrees that it will withdraw the work from any contractor who has failed to meet the aforesaid

terms of the contracting-out arrangement.

10.03 - CONTRACTING IN

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

ARTICLE 11 - WORK OF THE BARGAINING UNIT

11.01 - WORK OF THE BARGAINING UNIT

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

11.02 - VOLUNTEERS

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

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 and the duties performed.

ARTICLE 12 - LEAVES OF ABSENCE

12.01 - PERSONAL LEAVE

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

12.02 - UNION BUSINESS

- (a) 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 fourteen (14) 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 and seven (7) Alternate Executive Board members of the Ontario Council of Hospital Unions to fulfill the duties of the position shall be in addition to leave for Union Business under this clause.

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

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

12.03(A) FULL-TIME POSITION(S) WITH THE UNION
(This clause is applicable to full-time employees only)

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 two (2) employees 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. It is understood that no more than one (1) employee will be from the same unit of the Hospital, subject to operational requirements.

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) FULL-TIME POSITION(S) WITH THE UNION
(The clause is applicable to part-time employees only)

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 two (2) employees 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. It is understood that no more than one (1) employee will be from the same unit of the Hospital, subject to operational requirements.

Seniority and service shall accrue at seven and one-half (7.5) hours per day to a maximum of thirty-seven and one-half (37.5) hours per week during such leave. 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(C) LEAVE FOR OCHU PRESIDENT AND SECRETARY-TREASURER

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

During such leave of absence seniority and service shall accrue at seven and

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

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

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

12.04 - BEREAVEMENT LEAVE

Any employee who notifies the Hospital as soon as possible following bereavement will be granted bereavement leave for four (4) consecutive working days off without loss of regular pay from regularly scheduled hours in conjunction with the death of the spouse, child, or parent.

Any employee who notifies the Hospital as soon as possible following a bereavement will be granted bereavement leave for three (3) consecutive working days off without loss of regular pay from regularly scheduled hours in conjunction with the death of the sister, brother, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparent, grandchild, brother-in-law, sister-in-law or grandparent of spouse.

An employee shall be granted one (1) day bereavement leave without loss of regular pay from regularly scheduled hours to attend the funeral of his or her aunt or uncle, niece or nephew.

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(A) - JURY & WITNESS DUTY

(The following clause is applicable to full-time employees only)

If an employee is required to attend jury selection or 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.

Where a full-time employee is selected for jury duty, for a period in excess of one (1) week, the employee shall be paid for all hours scheduled and not be expected to attend at work. Upon completion of the process the employee shall be returned to that point on their former schedule that is considered appropriate by the Hospital. It is understood and agreed that the local parties may agree to different scheduling arrangements for the first week of jury and witness duty.

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.

12.05(B) - JURY & WITNESS DUTY

(This clause is applicable to part-time employees only)

If an employee is required to attend jury selection or 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.

Where a part-time employee is selected for jury duty, for a period in excess of one (1) week, the employee shall be paid for all hours scheduled and not be expected to attend at work. Upon completion of the process the employee shall be returned to that point on their former schedule that is considered appropriate by the Hospital. It is understood and agreed that the local parties may agree to different scheduling arrangements for the first week of jury and witness duty.

In addition to the foregoing, where a part-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, he shall be paid for all hours actually spent at such hearings at his regular straight time hourly rate subject to (a), (b) and (c) above.

12.06(A) - PREGNANCY LEAVE

(The following clause is applicable to full-time employees only)

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

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

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

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

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

12.06(B) - PREGNANCY LEAVE

(The following clause is applicable to part-time employees only)

- (a) Pregnancy leave will be granted in accordance with the provisions of the *Employment Standards Act*, except where amended in this provision. The service requirement for eligibility for pregnancy leave shall be thirteen (13) weeks of continuous service.
- (b) The employee shall give written notification at least two (2) weeks in advance of the date of commencement of such leave and the expected date of return. At such time she shall also furnish the Hospital with the certificate of a legally qualified medical practitioner stating the expected birth date.
- (c) The employee shall reconfirm her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Hospital at least two (2) weeks in advance thereof.
- (d) Effective on confirmation by the Canada Employment Insurance Commission of the appropriateness of the Hospital's Supplementary Unemployment Benefit (SUB) Plan, an employee who is on pregnancy leave as provided under this

Agreement who has applied for and is in receipt of Employment Insurance pregnancy benefits pursuant to Section 23 of the *Employment Insurance Act*, shall be paid a supplemental unemployment benefit for a period not exceeding fifteen (15) weeks. The supplement shall be equivalent to the difference between ninety-three percent (93%) of her normal weekly earnings and the sum of her weekly unemployment insurance benefits and any other earnings. Receipt by the Hospital of the employee's unemployment insurance cheque stubs shall constitute proof that she is in receipt of Employment Insurance pregnancy benefits.

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

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

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

- (e) Credits for service and seniority shall accumulate for a period of up to seventeen (17) weeks while an employee is on pregnancy leave on the basis of what the employee's normal regular hours of work would have been.
- (f) The Hospital will continue to pay the percentage in lieu of benefits and its share of pension contributions during the period of pregnancy leave. The Hospital will register those benefits as part of the Supplemental Unemployment Benefit Plan with the Canada Employment Insurance Commission.
- (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(A) - PARENTAL LEAVE

(The following clause is applicable to full-time employees only)

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

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

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

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

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

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

12.07(B) - PARENTAL LEAVE

(The following clause is applicable to part-time employees only)

- (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 shall reconfirm his or her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Hospital at least two (2) weeks in advance thereof.
- (e) Effective on confirmation by the Canada Employment Insurance Commission of the appropriateness of the Hospital's Supplemental Unemployment Benefit (SUB) Plan, an employee who is on parental leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance parental benefits

pursuant to Section 23 of the *Employment Insurance Act*, shall be paid a supplemental unemployment benefit for a period not exceeding ten (10) weeks. That benefit shall be equivalent to the difference between ninety-three percent (93%) of the employee's normal weekly earnings and the sum of his or her weekly employment insurance benefits and any other earnings. Receipt by the Hospital of the employee's employment insurance cheque stub will serve as proof that the employee is in receipt of unemployment parental benefits.

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

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

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

- (f) Credits for service and seniority shall accumulate for a period of up to thirty-five (35) weeks after the parental leave began, if the employee also took pregnancy leave, and thirty-seven (37) weeks after the parental leave began otherwise, while the employee is on parental leave on the basis of what the employee's normal regular hours of work would have been.
- (g) The Hospital will continue to pay the percentage in lieu of benefits and its share of the pension contribution for a period of up to ten (10) weeks while the employee is on parental leave. The Hospital will register these benefits with the Unemployment Benefit Plan.
- (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 with full credit for service and seniority and benefits to take courses and to write examinations to upgrade his or her employment qualifications. Where employees are required by the Hospital to take courses to upgrade or acquire new employment qualifications, the Hospital shall pay the full costs associated

with the courses.

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

Subject to operational requirements, the Hospital will make every reasonable effort to grant requests for an employee to take an educational leave without pay and without loss of seniority of up to twelve (12) months for training related to the employee's employment at the Hospital.

12.09 - PRE-PAID LEAVE PLAN

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.

12.10 – MEDICAL CARE AND EMERGENCY LEAVE

An employee is entitled to a leave of absence without pay because of any of the following:

1. A personal illness, injury or medical emergency.
2. The death, illness, injury or medical emergency of an individual described in this Article.
3. An urgent matter that concerns an individual described in this Article.

For the purposes of this Article, the individuals referred to in this Article are:

- the employee's spouse
- a parent, step-parent or foster parent of the employee or the employee's spouse
- a child, step-child or foster child of the employee or the employee's spouse
- a grandparent, step-grandparent, grandchild or step-grandchild of the employee or of the employee's spouse
- the spouse of a child of the employee
- the employee's brother or sister
- a relative of the employee who is dependent on the employee for care or assistance.

An employee who wishes to take leave under this section shall advise his or her Hospital that he or she will be doing so. If the employee must begin the leave before advising the Hospital, the employee shall advise the Hospital of the leave as soon as possible after beginning it.

An employee is entitled to take a total of 10 days' leave under this section each year. If an employee takes any part of a day as leave under this section, the Hospital may deem the employee to have taken one day's leave on that day for the purposes of this Article. The Hospital may require an employee who takes leave under this section to provide evidence reasonable in the circumstances that the employee is entitled to the leave.

Upon the conclusion of an employee's leave under this Article, the Hospital shall reinstate the employee to the position the employee most recently held with the Hospital, if it still exists, or to a comparable position, if it does not.

12.11 – COMPASSIONATE CARE LEAVE

- (a) Compassionate care leave will be granted to an employee for up to eight (8) weeks within a twenty-six (26) week period to provide care or support to a family

member who is at risk of dying within that 26-week period in accordance with section 49.1 of the *Employment Standards Act, 2000*.

- (b) An employee who is on compassionate care leave shall continue to accumulate seniority and service.
- (c) Subject to any changes to the employee's status which would have occurred had he or she not been on compassionate care 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.
- (d) The employee and the Hospital will continue to pay their respective shares of the benefits and pension premiums.

ARTICLE 13 – SICK LEAVE, INJURY AND DISABILITY

13.01 – HOODIP

(The following clause is applicable to full-time employees only)

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

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

- b) Effective the first of the month following the transfer all existing sick leave plans in the affected Hospitals shall be terminated and any provisions relating to such plans shall be null and void under the respective Collective Agreements except as to those provisions relating to pay-out of unused sick leave benefits which are specifically dealt with hereinafter.
- c) Existing sick leave credits for each employee shall be converted to a sick leave bank to the credit of the employee. The "sick leave bank" shall be utilized to:
 - (1) supplement payment for lost straight time wages on sick leave days under the new program which would otherwise be at less than full

wages or no wages and,

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

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

- g) A copy of the current HOODIP plan text or, where applicable, the master

policy of the current HOODIP equivalent, shall be provided to the Union.

- h) The Hospital shall pay the full cost of any medical certificate required of an employee.
- i) The short-term sick leave plan shall be registered with the Employment Insurance Commission (EIC). The employee's share of the employer's unemployment insurance premium reduction will be retained by the Hospital towards offsetting the cost of the benefit improvements contained in this agreement."

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 WSIB CLAIMS (FT)

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

ARTICLE 14 - HOURS OF WORK

14.01 - DAILY & WEEKLY HOURS OF WORK

The regular work week for full-time employees shall average thirty-seven and one-half (37.5) hours a week or seventy-five (75) hours in a bi-weekly pay period.

14.02(A) - REST PERIODS

(The following clause is applicable to full-time employees only)

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

14.02(B) - REST PERIODS (PT)

(This clause is applicable to part-time employees only)

Part-time employees shall be entitled to a paid rest period of fifteen (15) minutes for each three and three-quarter (3 3/4) hours of work.

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.

14.04 - EXTENDED TOURS

Extended tour provisions may be negotiated by the parties at the local level.

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 work performed in excess of seven and one-half (7.5) hours in a tour of duty, or after seventy-five (75) hours in a bi-weekly pay period will be counted as overtime work.

15.03 - OVERTIME PREMIUM AND NO PYRAMIDING

Subject to any superior conditions, the overtime rate shall be time and one-half (1-1/2) the employee's straight-time hourly rate.

Where an employee is required to work additional overtime contiguous to an overtime shift within a twenty-four (24) hour period, the employee will be compensated at the rate of double time his or her straight time hourly rate for all additional contiguous overtime hours worked.

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 ninety (90) calendar days of the work week in which the overtime was earned or, with the employee's agreement, within 12 months of that work week.

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 \$3.20 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, he shall be paid the rate in the higher salary range immediately above his current rate for all hours worked in the higher paying position.

Where a Hospital temporarily assigns an employee to carry out the assigned responsibilities of a classification outside the bargaining unit, 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 one dollar and five cents (\$1.05) per hour for all hours worked where the majority of their scheduled hours fall between 1500 and 0700 hours.

The same one dollar and five cents (\$1.05) 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.

Effective September 29, 2010, employees shall be paid a shift premium of one dollar and ten cents (\$1.10) per hour for all hours worked where the majority of their scheduled hours fall between 1500 and 0700 hours.

The same one dollar and ten cents (\$1.10) 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.

Effective September 29, 2011, employees shall be paid a shift premium of one dollar and fifteen cents (\$1.15) per hour for all hours worked where the majority of their scheduled hours fall between 1500 and 0700 hours.

The same one dollar and fifteen cents (\$1.15) 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.

Effective September 29, 2012, employees shall be paid a shift premium of one dollar and twenty cents (\$1.20) per hour for all hours worked where the majority of their scheduled hours fall between 1500 and 0700 hours.

The same one dollar and twenty cents (\$1.20) 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

(The following clause is applicable to full-time employees only)

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

(The following clause is applicable to full-time employees only)

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(A) - PAYMENT FOR WORKING ON A HOLIDAY

(The following clause is applicable to full-time employees only)

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.

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.

16.03(B) - PAYMENT FOR WORKING ON A HOLIDAY

(The following clause is applicable to part-time employees only)

The holidays listed in the part-time local Appendix for the purposes of Article 16.03(b) shall be the same holidays as are listed in the full-time Local Provisions Appendix.

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.

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(A) - FULL-TIME VACATION ENTITLEMENT, QUALIFIERS AND CALCULATION OF PAYMENT
(The following clause is applicable to Full-Time employees only)

Subject to any superior conditions:

An employee who has completed the following number of continuous years of service:	But less than the following number of continuous years of service:	Is entitled to the following number of weeks of annual vacation with pay:
1	2	2
2	5	3
5	13	4
13	21	5
21	28	6
28		7

Effective September 29, 2012, the vacation entitlement will be as follows:

Subject to any superior conditions:

An employee who has completed the following number of continuous years of service:	But less than the following number of continuous years of service:	Is entitled to the following number of weeks of annual vacation with pay:
1	2	2
2	5	3
5	12	4
12	20	5
20	28	6
28		7

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.

17.01(B) - PART-TIME ENTITLEMENT, QUALIFIERS AND CALCULATION OF PAYMENT
 (The following clause is applicable to part-time employees only)

Subject to any superior conditions:

An employee who has completed the following number of continuous hours of service:	But less than the following number of continuous hours of service:	Is entitled to the following percentage of vacation pay, plus the equivalent time off:
Less than 3,450		4%
3,450	8,625	6%
8,625	22,425	8%
22,425	36,225	10%
36,225	48,300	12%
48,300		14%

Effective September 29, 2012, the vacation entitlement will be as follows:

Subject to any superior conditions:

An employee who has completed the following number of continuous hours of service:	But less than the following number of continuous hours of service:	Is entitled to the following percentage of vacation pay, plus the equivalent time off:
Less than 3,450		4%
3,450	8,625	6%
8,625	20,700	8%
20,700	34,500	10%
34,500	48,300	12%
48,300		14%

Progression on Vacation Schedule (Part-Time)

Part-time employees, including casual employees, shall accumulate service for the purpose of progression on the vacation scale, on the basis of one year for each 1725 hours worked.

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

(The following clause is applicable to full-time employees only)

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

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

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

17.04 - BEREAVEMENT DURING VACATION

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

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

ARTICLE 18 - HEALTH & WELFARE

18.01 - INSURED BENEFITS

(The following clause is applicable to full-time employees only)

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 \$22.50 (single) and \$35.00 (family) deductible, providing the balance of monthly premiums is paid by the employee through payroll deductions.

Reimbursement for prescribed drugs covered by the Plan will be based on the cost of the lowest priced therapeutically equivalent generic version of the drug, unless there is a documented adverse reaction to the generic drug.

Subject to superior conditions services of a chiropractor will be covered up to an annual maximum of \$300; and, subject to superior conditions, services of a licensed or registered physiotherapist will be covered up to an annual maximum of \$300.

Effective September 29, 2011, the annual maximums for chiropractor and licensed or registered physiotherapist will be increased to \$350.

Vision care maximum \$200.00 every 24 months in addition to eye examinations biennially, and hearing aide acquisition every 36 months.

Effective September 29, 2010 the vision care maximum will be increased to \$250.00 every 24 months.

Effective September 29, 2011 the vision care maximum will be increased to \$300.00 every 24 months. Vision care coverage can be used for laser eye surgery.

- (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.

Dental recall, including preventative services, every 9 months.

The Hospital also agrees to contribute 75% of the billed premiums towards coverage of Blue Cross rider #2 (or equivalent) [complete and partial dentures] at 50/50 co-insurance to \$1000 annual maximum and Blue Cross rider #4 (or equivalent) [crowns, bridgework, and repairs to same] at 50/50 co-insurance to \$1000 annual maximum providing the balance of the monthly premiums are paid by the employee through payroll deduction.

The dental plan fee schedule for services for the dental plan benefits

provided above shall be based on the current ODA fee schedule as it may be updated from time to time.

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

18.02 CHANGE OF CARRIER

(The following clause is applicable to full-time employees only)

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. The Hospital shall notify the Union sixty (60) days in advance of making such a substitution 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- PENSION

(The following clause is applicable to full-time employees only)

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.

18.04 - BENEFITS FOR PART-TIME EMPLOYEES

(The following clause is applicable to part-time employees only)

A part-time employee shall receive in lieu of all fringe benefits (being those benefits to an employee, paid in whole or part by the Hospital, as part of direct compensation or otherwise, including holiday pay, save and except salary, vacation pay, standby pay, call back pay, reporting pay, responsibility allowance, jury and witness duty, bereavement pay, and maternity supplemental unemployment benefits) an amount equal to 14% of his/her regular straight time hourly rate for all straight time hours paid.

18.05 – UNION EDUCATION

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

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

ARTICLE 19 - HEALTH & SAFETY

19.01 - PROTECTIVE FOOTWEAR

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

Note: The existing central language designating the classifications of employees which are deemed to require appropriate safety footwear shall be transferred to the local appendix.

19.02 - INFLUENZA VACCINATION

The parties agree that influenza vaccinations may be beneficial for patients and employees. Upon a recommendation pertaining to a facility or a specifically designated area(s) thereof from the Medical Officer of Health or in compliance with applicable provincial legislation, the following rules will apply:

- (a) Hospitals recognize that employees have the right to refuse any recommended or required vaccination.
- (b) If an employee refuses to take the recommended or required vaccine required under this provision, she or he will be reassigned during the outbreak period, unless reassignment is not possible, in which case he or she will be placed on unpaid leave. If an employee is placed on unpaid leave, she or he can use banked lieu time or vacation credits in order to keep her or his pay whole. It is further agreed that any such reassignment will not adversely impact the scheduled hours of other employees.
- (c) If an employee refuses to take the recommended or required vaccine because it is medically contra-indicated, and where a medical certificate is provided to this effect, she or he will be reassigned during the outbreak period, unless reassignment is not

possible, in which case the employee will be placed on paid leave. It is further agreed that any such reassignment will not adversely impact the scheduled hours of other employees.

- (d) If an employee gets sick as a result of the vaccination, and applies for WSIB, the Hospital will not oppose the claim.
- (e) If the full cost of such medication is not covered by some other source, the Hospital will pay the full or incremental cost for the vaccine and will endeavour to offer vaccinations during an employee's working hours. In addition, employees will be provided with information, including risks and side effects, regarding the vaccine.
- (f) This article shall be interpreted in a manner consistent with the *Ontario Human Rights Code*.

ARTICLE 20 - COMPENSATION

20.01 (A) - JOB CLASSIFICATION

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

When the Hospital makes a substantial change in the job content of an existing classification which in reality causes such classification to become a new classification, the Hospital agrees to meet with the Union if requested to permit the Union to make representation with respect to the appropriate rate of pay.

If the matter is not resolved following the meeting with the Union the matter may be referred to arbitration as provided in the agreement within fifteen (15) days of such meeting. The decision of the Board of Arbitration (or Arbitrator as the case may be) shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classifications.

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

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

20.01(B) - JOB DESCRIPTIONS

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

20.02 - ASSIGNMENT OF DUTIES FROM ANOTHER CLASSIFICATION

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

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

20.03 - PROMOTION TO A HIGHER CLASSIFICATION

An employee who is promoted to a higher rated classification within the bargaining unit will be placed in the range of the higher rated classification so that he shall receive no less an increase in wage rate than the equivalent of one

step in the wage rate of his previous classification (provided that he does not exceed the wage rate of the classification to which he has been promoted).

20.04 - WAGES AND CLASSIFICATION PREMIUMS

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

20.05 - PROGRESSION ON THE WAGE GRID

(The following clause is applicable to part-time employees only)

Effective October 10, 1986 part-time employees, including casual employees, shall accumulate service for the purpose of progression on the wage grid, on the basis of one year for each 1725 hours worked.

Notwithstanding the above, employees hired prior to October 10, 1986 will be credited with the service they held for the purpose of progression on the wage grid under the Agreement expiring September 28, 1985 and will thereafter accumulate service in accordance with this Article.

ARTICLE 21 - FISCAL ADVISORY COMMITTEE

- (a) The Union's representative(s) will be included in the consultation and planning process from the early phases of the budget planning process, through representation on the Fiscal Advisory Committee, 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 its budgetary plans which have been approved by the Ministry of Health, or the Local Health Integration Network, the Hospital agrees that revisions to the budget 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 its budget, 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 – APPRENTICESHIP COMMITTEE

The central parties agree that within sixty (60) days of the commencement of this agreement, a joint local committee consisting of up to three representatives each will be formed to discuss the feasibility of establishing an apprenticeship

Program (s). If such a program is deemed feasible, the local parties will determine the terms and conditions of such program(s).

The joint local committee will seek the availability of any federal or provincial funds to cover the costs of such programs.

ARTICLE 23 - DURATION

23.01 - 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, 2013. Upon receipt of such notice by one party or the other, both parties will meet thereafter for the purpose of bargaining.

23.02 - CENTRAL BARGAINING

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

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

Dated at Toronto, Ontario, this 15th day of April 2014. 5

FOR THE HOSPITALS

FOR THE LOCAL UNION

J. J.

Greg Bennett

LETTER OF UNDERSTANDING

RE: Regarding the introduction of HOODIP to Hospitals with Accumulating Sick Leave Plans

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

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

FOR THE HOSPITALS

FOR THE UNION

LETTER OF UNDERSTANDING

RE: HOODIP

CUPE and the Participating Hospitals agree to establish a provincial working group consisting of up to three representatives each, to investigate sick leave utilization, discuss changes to HOODIP and individual Hospital participation in the Plan.

The working group will have access to expertise and resources as appropriate. The working group will commence meeting within 3 months following the date of the ratification of the settlement. The committee may explore the feasibility of implementing pilot project(s) to determine the effectiveness of any changes to the current sick leave plan. Any pilot project will be without prejudice.

CUPE members will be granted such time off as is required to attend joint meetings of the working group. The time spent by the CUPE members to attend joint meetings of the working group will be deemed time worked and CUPE members will be compensated at their regular straight time hourly rate.

The working group will arrange its activities in order to endeavour to arrive at joint recommendations for the central parties by March 31, 2013.

FOR THE HOSPITALS

FOR THE UNION

LETTER OF UNDERSTANDING

Re: Voluntary Part-time Benefits

If the local parties agree, the Hospital will provide part-time employees with the option of voluntary participation in any and all of the group health and welfare benefit programs set out in Article 18.01. It is understood and agreed that the part-time employees would pay the Employer the full amount of the monthly premiums, in advance.

NOTE: Part-time voluntary benefits are not arbitrable in local negotiations.

FOR THE HOSPITALS

FOR THE UNION

LETTER OF UNDERSTANDING

Re: Joint Benefits Trust

The Participating Hospitals and CUPE agree that the maintenance of benefits provided for in this collective agreement at the most cost-effective level is an important objective. Accordingly, the parties agree that a joint investigation of a Benefits Trust is worthwhile in order to determine if significant reductions in costs of benefits can be achieved. The parties are committed to:

- Meet within the first quarter following the ratification of this agreement and every quarter thereafter to determine the following:
 - o The methods by which the investigation will take place
 - o Identify potential sources of funding for investigation of the Benefits Trust
 - o Identification of the appropriate method to determine the feasibility of the Trust

FOR THE HOSPITALS

FOR THE UNION

LETTER OF UNDERSTANDING

RE: RPN RATES

CUPE and the Participating Hospitals agree to establish a provincial working group consisting of up to three representatives each, to discuss the issue of RPN rates across the province, and the feasibility of moving towards a provincial or common wage rate.

The working group will have access to expertise and resources as appropriate. The working group will commence meeting following the release of the final local issues arbitration award for the term of this agreement.

CUPE members will be granted such time off as is required to attend joint meetings of the working group. The time spent by the CUPE members to attend joint meetings of the working group will be deemed time worked and CUPE members will be compensated at their regular straight time hourly rate.

The working group will arrange its activities in order to endeavour to arrive at joint recommendations for the central parties by March 31, 2013.

FOR THE HOSPITALS

FOR THE UNION

WORKLOAD COMPLAINT FORM/FORMULAIRE DE PLAINTE

SECTION 1: GENERAL INFORMATION/GÉNÉRALITÉS

(Please Print/L'écritez Vous des S.V.P.)

Name(s) of Employee(s) Reporting / Nom(s) des Employé(e)(s): _____

Employer/ Unit/Area/Program:
Employeur: _____ Unité/Service/Secteur: _____

Date of Occurrence: Time: 7.5 Hr. Shift 11.25 Hr. Shift
Date de l'évènement: Heure: _____ Quart de 7,5 hrs Quart de 11,25 hrs

Name of Supervisor: Date/Time Submitted:
Nom du Surveillant: _____ Date et heure de soumission: _____

SECTION 2: DETAILS OF OCCURRENCE/DÉTAILS DE L'ÉVÈNEMENT

Provide a concise summary of the occurrence/Faites une brève description de la situation:

Check one/Cochez une seule case: Is this an isolated incident?/Est-ce un incident isolé? An ongoing problem?/Une situation perpétuelle?

SECTION 3: WORKING CONDITIONS/CONDITIONS DE TRAVAIL

In order to effectively resolve workload issues, please provide details about the working conditions at the time of occurrence by providing the following information as applicable: / Pour régler efficacement les questions concernant la surcharge de travail, veuillez fournir les détails sur les conditions de travail au moment de l'évènement avec les informations suivantes si applicable:

# Regular Staff/# Effectif permanent:	<input type="checkbox"/> PSW/CA	<input type="checkbox"/> RPN/IAA	<input type="checkbox"/> Clerical/Commiss	<input type="checkbox"/> Service Support/Personnel de soutien
# Actual Staff/# Effectif réel:	<input type="checkbox"/> PSW/HCA	<input type="checkbox"/> RPN/IAA	<input type="checkbox"/> Clerical/Commiss	<input type="checkbox"/> Service Support/Personnel de soutien
Agency/Contractor/d'agence-registre/Contracteur	<input type="checkbox"/> Yes/Oui	<input type="checkbox"/> No/Non	<input type="checkbox"/> How many?/Combien?	<input type="checkbox"/> Classification

*as defined by your unit/area/program / *selon la définition de votre unité/service/secteur.

If there was a shortage of staff at the time of the occurrence, (including support staff), please check one or all of the following that apply: S'il y avait une pénurie de personnel au moment de l'évènement, (y compris personnel de soutien) veuillez cocher les cases qui s'appliquent à la situation:

Leaves/Vacation / Congés/Vacance Sick Call(s)/Maladie(s) Vacancies/Postes vacants

SECTION 4: FACTORS CONTRIBUTING TO THE OCCURRENCE/FACTEURS QUI ONT CONTRIBUÉ À L'ÉVÈNEMENT

Please check off the factor(s) you believe contributed to the workload issue, as applicable/Veuillez cocher le(s) facteur(s) qui, selon vous, ont contribué à la question de surcharge de travail:

Change in patient acuity. Provide details:

Changement de l'état de santé des patients. Expliquez:

Patient census at time of occurrence;/Recensement des patients au moment de l'évènement:

Number of Admissions/Nombre d'admissions: _____ Number of Discharges/Nombre de congés _____

Lack of equipment/malfunctioning equipment. Please specify:

Manque d'équipement/équipements défectueux. Veuillez préciser:

Other: (Please specify)/Autre: (Veuillez préciser)

SECTION 5: REMEDY/RÈGLEMENT

(A) At the time the workload issue occurred, did you discuss the issue with your supervisor? Yes/Oui No/Non
 Au moment où la question de la surcharge de travail s'est présentée, en avez-vous discuté avec votre superviseur(e)?

Provide details/Expliquez: _____

Was it resolved? A-t-elle été résolue? Yes/Oui No/Non

(B) Did you discuss the issue with your manager (or designate) on her/his next working day? Yes/Oui No/Non
 Avez-vous discuté de la question avec votre directrice (ou désignée) lors de son retour au travail?

Provide Details/Expliquez: _____

Was it resolved? A-t-elle été résolue? Yes/Oui No/Non

SECTION 6: RECOMMENDATIONS/RECOMMANDATIONS

Please check-off one or all of the areas you believe should be addressed in order to prevent similar occurrences:
Veuillez cocher les cases ci-dessous que vous croyez qu'il faut aborder pour empêcher la répétition de ces événements:

- | | | |
|--|--|---|
| <input type="checkbox"/> In service/Perfectionnement professionnel | <input type="checkbox"/> additional training/Formation complémentaire | <input type="checkbox"/> Review Staffing/patient ratio/Réviser le rapport personnel/patient |
| <input type="checkbox"/> Change unit/department/Changement d'unité/département | <input type="checkbox"/> Float/casual pool/Groupes occasionnel volant | <input type="checkbox"/> Review policies/procedures/Réviser politiques/procédures |
| <input type="checkbox"/> Change Start/Stop times of shift(s). Please specify:
Changement d'heure d'entrées/de fin de quart de travail. Veuillez préciser: | <input type="checkbox"/> Change work routine/quotas/Changement de routine/quotas | |
| <input type="checkbox"/> Adjust staffing/Ajustez le personnel | <input type="checkbox"/> Replace sick calls/vacations time
Remplacez les personnes absentes à cause de maladie pour temps de vacances | |
| <input type="checkbox"/> Equipment (Please specify)/Équipement (Veuillez préciser): _____ | | |
| <input type="checkbox"/> Other/Autre: _____ | | |

SECTION 7: MANAGEMENT COMMENTS/COMMENTAIRES DE LA DIRECTION

Please provide any information/comments in response to this report, including any actions taken to remedy the situation, where applicable:
Veuillez fournir toutes les informations et commentaires en réponse à ce rapport, y compris toute action prise pour corriger la situation, si applicable:

Management Signature/Signature de la direction: _____ Date/Date: _____

SECTION 8: EMPLOYEE SIGNATURES/SIGNATURE DES EMPLOYÉ(E)S

If/We do not believe the response adequately addresses our concerns. I/We therefore request these concerns be forwarded to the Employee-Association Committee in accordance with the collective agreement.
Je crois/Nous croyons que les mesures prises sont insuffisantes pour régler la situation. Je demande/Nous demandons donc que la question soit portée devant le comité Patronal/Syndical en conformité avec la convention collective.

Signature/Signature: _____

Signature/Signature: _____

Signature/Signature: _____

Date Submitted/Date de soumission: _____

Copy: Complainant(s), Department Head/Manager, Human Resources, Union.
Copie: plaignant(s), chef de département, directeur, ressources humaines, syndicat

Toronto Grace Health Centre

CUPE Rates as per the current Agreement (expiry date September 28, 2013)

Position	Effective Date	% Incr.	Start	Level I	Level II	Level III	Level IV	Level V
CSR Clerk	Sept. 29/03		16.267	16.462	16.66	16.86	17.318	17.54
	Sept. 29/04	1.50	16.511	16.709	16.910	17.113	17.578	17.803
	Apr. 01/05	1.50	16.759	16.960	17.164	17.370	17.841	18.070
	Sept. 29/05	1.50	17.010	17.214	17.421	17.630	18.109	18.341
	Apr. 01/06	1.00	17.180	17.386	17.595	17.806	18.290	18.525
	Sept. 29/06	2.75	17.653	17.864	18.079	18.296	18.793	19.034
	Sept. 29/07	3.00	18.182	18.400	18.621	18.845	19.357	19.605
	Sept. 29/08	2.60	18.655	18.879	19.106	19.335	19.860	20.115
	Sept. 29/09	2.00	19.028	19.256	19.488	19.722	20.257	20.517
	Sept. 29/10	2.00	19.409	19.641	19.877	20.116	20.663	20.927
	Sept. 29/11	2.00	19.797	20.034	20.275	20.518	21.076	21.346
	Sept. 29/12	2.00	20.193	20.435	20.681	20.929	21.497	21.773

Environmental Services Aide	Sept. 29/03		16.529	16.722	16.896	17.05	17.164	17.318
	Sept. 29/04	1.50	16.777	16.973	17.149	17.306	17.421	17.578
	Apr. 01/05	1.50	17.029	17.227	17.407	17.565	17.683	17.841
	Sept. 29/05	1.50	17.284	17.486	17.668	17.829	17.948	18.109
	Apr. 01/06	1.00	17.457	17.661	17.844	18.007	18.128	18.290
	Sept. 29/06	2.75	17.937	18.146	18.335	18.502	18.626	18.793
	Sept. 29/07	3.00	18.475	18.691	18.885	19.057	19.185	19.357
	Sept. 29/08	2.60	18.955	19.177	19.376	19.553	19.684	19.860
	Sept. 29/09	2.00	19.334	19.560	19.764	19.944	20.077	20.257
	Sept. 29/10	2.00	19.721	19.951	20.159	20.343	20.479	20.663
	Sept. 29/11	2.00	20.116	20.350	20.562	20.750	20.888	21.076
	Sept. 29/12	2.00	20.518	20.757	20.973	21.165	21.306	21.497
	Sept. 29/12	2.00	20.928	21.173	21.393	21.588	21.732	21.927

Toronto Grace Health Centre
CUPE Rates as per the current Agreement (expiry date September 28, 2013)

Position	Effective Date	% Incr.	Start	Level I	Level II	Level III	Level IV	Level V
Food Service Worker	Sept. 29/03		16.577	16.959	16.959	16.959	16.959	16.959
	Sept. 29/04	1.50	16.826	17.213	17.213	17.213	17.213	17.213
	Apr. 01/05	1.50	17.078	17.472	17.472	17.472	17.472	17.472
	Sept. 29/05	1.50	17.334	17.734	17.734	17.734	17.734	17.734
	Apr. 01/06	1.00	17.508	17.911	17.911	17.911	17.911	17.911
	Sept. 29/06	2.75	17.989	18.404	18.404	18.404	18.404	18.404
	Sept. 29/07	3.00	18.529	18.956	18.956	18.956	18.956	18.956
	Sept. 29/08	2.60	19.010	19.449	19.449	19.449	19.449	19.449
	Sept. 29/09	2.00	19.391	19.837	19.837	19.837	19.837	19.837
	Sept. 29/10	2.00	19.778	20.234	20.234	20.234	20.234	20.234
	Sept. 29/11	2.00	20.174	20.639	20.639	20.639	20.639	20.639
	Sept. 29/12	2.00	20.577	21.052	21.052	21.052	21.052	21.052

Food Service Worker- Production	Sept. 29/03		17.748	18.131	18.131	18.131	18.131	18.131
	Sept. 29/04	1.50	18.014	18.403	18.403	18.403	18.403	18.403
	Apr. 01/05	1.50	18.284	18.679	18.679	18.679	18.679	18.679
	Sept. 29/05	1.50	18.559	18.959	18.959	18.959	18.959	18.959
	Apr. 01/06	1.00	18.744	19.149	19.149	19.149	19.149	19.149
	Sept. 29/06	2.75	19.260	19.675	19.675	19.675	19.675	19.675
	Sept. 29/07	3.00	19.838	20.266	20.266	20.266	20.266	20.266
	Sept. 29/08	2.60	20.353	20.793	20.793	20.793	20.793	20.793
	Sept. 29/09	2.00	20.760	21.208	21.208	21.208	21.208	21.208
	Sept. 29/10	2.00	21.176	21.633	21.633	21.633	21.633	21.633
	Sept. 29/11	2.00	21.599	22.065	22.065	22.065	22.065	22.065
	Sept. 29/12	2.00	22.031	22.507	22.507	22.507	22.507	22.507

Toronto Grace Health Centre

CUPE Rates as per the current Agreement (expiry date September 28, 2013)

Position	Effective Date	% Incr.	Start	Level I	Level II	Level III	Level IV	Level V
Health Care Technician	Sept. 29/03		16.140	16.474	16.825	17.112	17.482	17.852
	Sept. 29/04	1.50	16.382	16.721	17.077	17.369	17.744	18.120
	Apr. 01/05	1.50	16.628	16.972	17.334	17.629	18.010	18.392
	Sept. 29/05	1.50	16.877	17.227	17.594	17.894	18.281	18.667
	Apr. 01/06	1.00	17.046	17.399	17.769	18.073	18.463	18.854
	Sept. 29/06	2.75	17.515	17.877	18.258	18.570	18.971	19.373
	Sept. 29/07	3.00	18.040	18.414	18.806	19.127	19.540	19.954
	Sept. 29/08	2.60	18.509	18.892	19.295	19.624	20.048	20.473
	Sept. 29/09	2.00	18.879	19.270	19.681	20.016	20.449	20.882
	Sept. 29/10	2.00	19.257	19.656	20.074	20.417	20.858	21.300
	Sept. 29/11	2.00	19.642	20.049	20.476	20.825	21.275	21.726
	Sept. 29/12	2.00	20.035	20.450	20.885	21.242	21.701	22.160

Maintenance Worker	Sept. 29/03		20.476	20.630	20.824	20.935	21.089	21.226
	Sept. 29/04	1.50	20.783	20.939	21.136	21.249	21.405	21.544
	Apr. 01/05	1.50	21.095	21.254	21.453	21.568	21.726	21.868
	Sept. 29/05	1.50	21.411	21.572	21.775	21.891	22.052	22.196
	Apr. 01/06	1.00	21.625	21.788	21.993	22.110	22.273	22.418
	Sept. 29/06	2.75	22.220	22.387	22.598	22.718	22.885	23.034
	Sept. 29/07	3.00	22.887	23.059	23.276	23.400	23.572	23.725
	Sept. 29/08	2.60	23.482	23.658	23.881	24.008	24.185	24.342
	Sept. 29/09	2.00	23.951	24.132	24.358	24.488	24.668	24.829
	Sept. 29/10	2.00	24.430	24.614	24.846	24.978	25.162	25.325
	Sept. 29/11	2.00	24.919	25.106	25.343	25.478	25.665	25.832
	Sept. 29/12	2.00	25.417	25.609	25.849	25.987	26.178	26.348

Toronto Grace Health Centre
CUPE Rates as per the current Agreement (expiry date September 28, 2013)

Position	Effective Date	% Incr.	Start	Level I	Level II	Level III	Level IV	Level V
Registered Practical Nurse	Sept. 29/03		20.528	20.682	20.877	20.988	21.143	21.280
	Sept. 29/04	1.50	20.836	20.992	21.190	21.303	21.460	21.599
	Apr. 01/05	1.50	21.148	21.307	21.508	21.622	21.782	21.923
	Sept. 29/05	1.50	21.466	21.627	21.831	21.947	22.109	22.252
	Apr. 01/06	1.00	21.680	21.843	22.049	22.166	22.330	22.475
	Sept. 29/06	2.75	22.277	22.444	22.655	22.776	22.944	23.093
	Sept. 29/07	3.00	22.945	23.117	23.335	23.459	23.632	23.785
	July 01/08	Award	23.641	23.819	24.045	24.173	24.354	24.513
	Sept. 29/08	2.60	24.256	24.438	24.670	24.801	24.987	25.150
	Sept. 29/09	2.00	24.741	24.927	25.164	25.298	25.487	25.653
	Sept. 29/10	2.00	25.236	25.426	25.667	25.803	25.997	26.166
	Sept. 29/11	2.00	25.740	25.934	26.180	26.320	26.517	26.690
	Sept. 29/12	2.00	26.255	26.453	26.704	26.846	27.047	27.224
	Sept. 29/12	Briggs Award 1	26.733	26.935	27.190	27.335	27.540	27.720
	June 01/13	Briggs Award 3	27.535	27.743	28.006	28.155	28.366	28.551

APPENDIX OF LOCAL ISSUES

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

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

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

IMPLEMENTATION NOTE RE PREEXISTING CLAUSES

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

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LOCAL ISSUES APPENDIX – 929

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APPENDIX OF LOCAL ISSUES

PREAMBLE

Full Time & Part Time It is agreed that the full time and part time collective agreements will be incorporated.

A. RECOGNITION

Full Time

The Salvation Army Toronto Grace Health Centre (the Health Centre) recognizes the Canadian Union of Public Employees as the exclusive bargaining agent for all lay employees at the Health Centre at Toronto, save and except professional medical staff, graduate nursing staff, under-graduate nurses, graduate pharmacists, under-graduate pharmacists, graduate dietitians, student dietitians, technical personnel, supervisors, foremen, persons above the rank of supervisor or foremen, office staff, persons regularly employed for not more than twenty-four (24) hours per week, students during the school vacation period, and persons covered by a subsisting collective Agreement with the Canadian Union of Operating Engineers.

The term "technical personnel" as used in this Article include physiotherapists, occupational therapists, psychologists, electro-encephalographists, electrical shock therapists, laboratory radiological, pathological and cardiological technicians.

The term "employee" or "employees" shall mean any or all of the employees of the bargaining unit as defined above unless otherwise provided.

Part Time

The Salvation Army Toronto Grace Health Centre (the Health Centre) recognizes the Canadian Union of Public Employees as the Bargaining agent of all employees of Salvation Army Grace Health Centre in Metropolitan Toronto regularly employed for not more than twenty-four (24) hours per week and students employed during the school vacation period, save and except professional medical staff, graduate nursing staff, under-graduate nurses, graduate pharmacists, under-graduate pharmacists, graduate dietitians, student dietitians, technical personnel, supervisors, foremen, persons above the rank of supervisor or foremen, office staff and persons for whom any trade union held bargaining rights as of May 27, 1991.

B. MANAGEMENT RIGHTS - FULL TIME & PART TIME

The Union acknowledges that it is the function of the Health Centre to:

- a) Maintain order, discipline and efficiency,
- b) Hire, discharge, transfer, promote, demote, or discipline employees, provided that a claim of discriminatory promotion, demotion or transfer of a claim that an employee has been discharged or disciplined without just cause, may be the subject of a grievance and dealt with as herein provided,
- c) Establish and enforce reasonable rules and regulations to govern the conduct of employees, with rules and regulations will be primarily designed to safeguard the interests of in-patients and out-patients of the Health Centre and to establish and enforce necessary rules and regulations that will provide for the maximum standard of protection for the building and equipment of the Health Centre, provided all such rules and regulations are discussed by the parties before implementation,
- d) Generally operate the Health Centre in a manner consistent with the obligations of the Health Centre to the general public in the community served.

The Health Centre agrees that none of the rights set forth in this Article shall be exercised in a manner inconsistent with the provisions of this Agreement.

C. UNION SECURITY - FULL TIME & PART TIME

All employees in the bargaining unit shall authorize the Health Centre to deduct from their earnings an amount equivalent to the dues as prescribed by the Constitution of the Union.

Any employee within the bargaining unit who, for religious reasons, does not want to contribute to a labour union will contribute an amount equivalent to the dues, and this contribution will be paid to a charitable organization designated by Local 929.

Employees hired shall be required to authorize the Health Centre to deduct from their earnings an amount equivalent to the dues as prescribed by the Constitution of the Union. Such deduction will have the required union dues deducted from their pay commencing the first pay of the month following employment.

All such amounts shall be remitted to the national CUPE office prior to the 15th day of the month following together with a list of employees from whom such sums were deducted.

If the Health Centre should move to a new location in Metropolitan Toronto those employees who have completed their probationary period shall be given the first opportunity to fill the available jobs without loss of seniority.

The employer agrees to acquaint new employees with the fact that a union agreement is in effect and with the conditions of employment set out in the articles dealing with union security and dues check-off.

On commencing employment, the new employee shall be introduced to his/her union steward or representative during orientation. The employee will be provided with a copy of the collective agreement. The cost of printing sufficient copies will be shared equally between the Health Centre and the union.

Two (2) members from each department (nursing, maintenance and environmental services) exclusive of executive members shall be granted one (1) hour per month to attend union general membership meetings.

D. CORRESPONDENCE - FULL TIME & PART TIME

All correspondence between the parties arising out of this Agreement or incidental thereto shall pass to and from the Health Centre President/C.E.O. or designee and secretary and president of the local union.

In order to facilitate communication between the Employer and the Union, the Employer will provide a mail slot in the switchboard area for any correspondence to the local union or its officials.

E. UNION COMMITTEES AND STEWARDS - FULL TIME & PART TIME

The Health Centre shall recognize not more than four (4) stewards appointed or otherwise selected by the Union - one steward per department if possible. The Health Centre will also recognize a Grievance Committee consisting of not more than three (3) members.

The Health Centre will also recognize the Local Bargaining Committee consisting of three (3) members.

The Union shall notify the Health Centre in writing of the names of the stewards, members of the Grievance Committee and members of the Bargaining Committee, and of any changes therein, before the Health Centre shall be required to recognize them.

In view of the foregoing it is mutually agreed that an employee will not be eligible to serve as a steward or member of the Grievance or Bargaining Committee until he has been employed for a period of six (6) months or more.

F. HOURS OF WORK - FULL TIME & PART TIME

Daily and Weekly Hours of Work

Where a holiday as set out in this Agreement is observed on a Friday or a Monday, the employer will endeavour to schedule employees who are off for the weekend to also have the holiday off and vice versa.

The maintenance staff will notify switchboard at the beginning of meal break. Switchboard will screen maintenance calls during the meal break and will page the maintenance employee for emergencies only. If the maintenance employee is called out on an emergency during the meal break, the meal break will be rescheduled within the first five (5) hours of the shift; failing this, the employer will pay for the meal break.

Employees working on the evening or night shift should notify the Team Leader if there is a need to leave the Health Centre during the meal break.

Additional Rest Periods - Full Time & Part Time

An employee who works a second consecutive full shift shall be entitled to the normal rest periods and meal period for a second tour, but shall be paid a meal allowance of six dollars fifty cents (\$6.50) included in the next pay cheque. An employee required to work more than two (2) hours overtime on the same day he has worked a full shift shall after two (2) hours receive a one-half (½) hour paid meal period and shall be paid a meal allowance of six dollars fifty cents (\$6.50) included in the next pay cheque.

Scheduling - Full Time

Schedules shall be posted four (4) weeks in advance of going into effect. There shall be no changes to the schedule. Employees may switch their shifts with other employees in their department and they are responsible for informing their department head/ head nurse of such change to said schedule.

Members shall not work more than five (5) consecutive days without a day off unless mutually agreed to extend.

There should be sixteen (16) hours of rest between shifts. Where sixteen (16) hours is not provided, time and one-half shall be paid.

In scheduling shifts the Health Centre will schedule so as to provide a minimum of one (1) weekend off in every two (2) weekend period. Where every other weekend is not granted, time worked shall be paid at the rate of time and one half (1½).

Scheduling - Part Time

While it is recognized that part time employees are those who are regularly scheduled for not more than twenty-four (24) hours per week, extra shifts will be offered up to a maximum of seventy-five (75) hours in a pay period, first to those regular part time employees in order of seniority who have made themselves available on the posted schedule and who keep their availability current. A single call to the employee is considered an offer. Employees who verbally reject offers for shifts for which they are still listed as available, will be called last in the next round of shift offers.

G. SPLIT SHIFTS - FULL TIME & PART TIME

No regular shift shall be scheduled with an unpaid break between portions of the shift except for the meal break.

H. HOLIDAYS - FULL TIME

The Health Centre recognizes the following days as paid holidays:

New Year's Day	Canada Day	Christmas Day
Family Day	Civic Holiday	Boxing Day
Good Friday	Labour Day	Two (2) Float Days
Victoria Day	Thanksgiving Day	

Except in the case of emergency, employees who work on Christmas Day will not be required to work on New Year's Day. The Health Centre will provide five (5) and endeavour to provide six (6) consecutive days off at either Christmas or New Year's. Scheduling objectives may be waived between December 15th and January 15th in order that this may be accomplished.

If a holiday falls on an employee's scheduled day off he/she shall receive either pay for the holiday or an additional paid day off in lieu within thirty (30) days of the holiday to be agreed between the employee and the Health Centre.

A floating holiday is a day away from work to be used at the employee's discretion, normally for reasons other than illness or vacation. Employees may not elect pay in lieu of taking a floating holiday. An employee may use a floating holiday as the employee's last day of employment. Employees are responsible for using their two (2) floating holidays before the end of each calendar year.

- Float days must be requested and approved by the Department Head /designate.
- Float days may be requested and approved following completion of the employee's probationary period.

I. VACATION - FULL TIME

Employees with less than one (1) year of service must attain one (1) full year of service before allotted vacation can be taken.

An employee who is entitled to three (3) or more weeks vacation shall be allowed to "bank" or carry over up to five (5) vacation days. An employee with four (4) or more weeks vacation shall be allowed to "bank" or carry over up to ten (10) vacation days. Any carried over vacation days shall be taken before the end of the next anniversary date at the rate of pay current when vacation is utilized.

If a statutory or declared holiday falls or is observed during an employee's vacation period he/she shall be granted an additional day's vacation for each such holiday in addition to this regular vacation time.

Vacation entitlement lists will be issued to departments by February 1st. When staff are requesting vacation, this should be in conjunction following their weekend off.

Vacation time shall be available on a twelve (12) month basis subject to the normal operating requirements of the Health Centre and excepting also the period between December 19th to January 2nd when it shall be left to the discretion of the Department Head. In the selection of available vacation periods as between employees, seniority will be the determining factor.

Payment shall be at the rate effective immediately prior to the vacation period and where the employee has made a request to the Payroll Department at least three (3) weeks prior to the commencement of his/ her vacation, a vacation advance will be paid to him/her on the normal pay preceding his/her vacation. In

the event of emergency circumstances, the Health Centre will endeavour to provide a vacation advance with less than three (3) weeks' notice.

J. LOCKERS - FULL TIME

The parties agree that each full time employee should have his/her own locker. The Employer agrees that as soon as space becomes available, such space will be used to create the necessary additional locker facilities.

K. PARKING - FULL TIME & PART TIME

The charge for staff monthly parking in the parking lot adjacent to the Health Centre will be an amount as per Health Centre policy. The Health Centre will provide three (3) parking spaces for employees of CUPE.

L. BULLETIN BOARDS - FULL TIME & PART TIME

The Health Centre shall make available bulletin board space for the posting of notices or reports for the information of the Union members. The Union agrees to post on these boards only notices concerning elections, meetings, and reports of other official union business, and notices of recreational, social, or education activities. A copy of the notices to be posted on the board shall be given to the Human Resources Department at the time of posting. The Union shall supply each bulletin board which shall be erected by the Health Centre. Such board or boards shall remain the property of the Union.

The President/C.E.O. reserves the right to remove any information on a bulletin board that would be in violation of the Salvation Army Christian philosophy.

M. PAYMENT OF WAGES AND ALLOWANCES - FULL TIME & PART TIME

The Health Centre shall pay salaries by direct deposit every second Thursday in accordance with Schedule "A" attached hereto and forming a part of this Agreement. On each pay day each employee shall be provided with an itemized statement of his wages and deductions. Pay stubs shall be distributed in sealed envelopes or secure electronic file.

It is imperative that employees provide the Payroll Department with correct banking information.

Where the employee has made a request to the Payroll Department at least three (3) weeks prior to the commencement of his/her vacation, a vacation advance will be paid to him/her on the normal pay preceding his/her vacation. In

the event of emergency circumstances, the Health Centre will endeavour to provide a vacation advance with less than three (3) weeks notice.

Employees terminating or retiring their employment with the Health Centre must keep their account open for at least one month in order for all monies owing to them to be deposited.

When a payroll error has occurred in excess of twenty five dollars (\$25.00) for which the Health Centre is responsible and such error has been verified by the Payroll Department, the employee may request a manual cheque equal to the amount of the error (net of applicable Canada Revenue Agency source deductions).

N. TOOLS - FULL TIME & PART TIME

Employees shall not be required to provide tools required for work in the Health Centre.

O. SENIORITY LISTS - FULL TIME & PART TIME

The Health Centre shall maintain a unit-wide seniority list showing the date upon which each employee's service commenced. An up-to-date seniority list shall be sent to the Union in January and an amended list in July of each year.

P. ACCESS TO HUMAN RESOURCES FILES - FULL TIME & PART TIME

Employees are entitled to request information concerning their own records, or other relevant matters, in writing from the Human Resources Department. Such requests may include, but are not limited to, accumulated sick time, payroll deductions, and vacation pay and entitlement. On request, the Human Resources Department shall give benefit claim and other forms to any employee or a person authorized by the employee. Employees are requested to communicate to the Human Resources Department in advance. Forms will be forwarded to the requesting individual via inter-Health Centre mail for employees on duty; for employees off duty, forms will be left at the pick-up mail slot at Switchboard.

Q. SICK LEAVE - FULL TIME

In the event the employer does require a medical certificate, the employee will be notified of the requirement as soon as reasonably possible after the employer becomes aware that three (3) days or more sick leave is involved and wherever possible prior to the employee's return to work.

A record of all unused sick leave will be kept by the Health Centre. Within one (1) month after the close of each calendar year, each employee shall be advised by the Employer of the amount of accumulated sick leave to his/ her credit. All unused sick leave shall be credited to each employee on the effective date of this Agreement but not in excess of that provided in Article 13.

No employee shall be contacted or telephoned at home or subjected to enquiries by anyone other than a member of the Occupational Health and Safety Department, as to his/her illness after such employee has notified his/her supervisor that sick leave is being taken, except in accordance with this Article. Staff are required to adhere to their departmental written policy concerning calling in before returning to work. The Employee Health Nurse is entitled to contact as necessary any employee who has called in sick.

Supplementation of Compensation Award

An employee prevented from performing his regular work with the Health Centre on account of an occupational accident that is compensable under the Worker's

Compensation Act shall receive the current remuneration as directed by the Worker's Compensation Board.

R. CLEAN UP TIME - FULL TIME & PART TIME

A ten (10) minute wash up time shall be allowed for all employees immediately prior to the end of each day's work.

S. POLICIES - FULL TIME & PART TIME

The Employer will forward a copy of new or revised policies that affect unionized employees to the Union President at the same time as they are forwarded to Managers. Any policy that would contravene the collective agreement would be the subject of a grievance.

T. UNION BUSINESS - FULL TIME & PART TIME

Members of the union who are taking days off for union business must advise in writing their department manager. Days off will be unpaid leave by the Health Centre, members will be reimbursed by the union. If for any reason their business has been canceled, employees must inform their department manager in writing.

U. PART TIME

Beginning January, 1988 the Employer will provide the CUPE president with a monthly list of part time employees, the hours worked by them and the union dues deducted.

V. UNIFORM ALLOWANCE - FULL TIME

The Health Centre shall supply to all full time (and part time dietary) bargaining unit employees (except nursing employees) required to wear uniforms. Two uniforms will be provided at start date and every anniversary thereafter. One (1) uniform will be provided six (6) months after each anniversary to a total of three (3) uniforms a year. The Health Centre shall continue to provide laundering services to these employees. The uniforms shall bear the employee's name and will be returned to the employee after laundering.

Uniform allowance for full time nursing staff will remain at nine dollars (\$9.00) per month. The Health Centre has agreed to a uniform allowance of four dollars fifty cents (\$4.50) per month for regular part time employees employed during that month.

VI. PROTECTIVE FOOTWEAR

The Health Centre shall require Plant Service/Maintenance employees to wear protective footwear and will supply an allowance pursuant to Article 19.01 herein.

W. ADDED SKILLS - FULL TIME & PART TIME

The Health Centre agrees to provide experience or education for RPNs to enable them to acquire and maintain the added skills for RPNs as defined by the College of Nurses. The appropriate added skills will be determined by the Health Centre and the Union.

The Health Centre agrees to continue working towards allowing all RPNs to develop and employ the added skills for RPNs as defined and/or permitted by the College of Nurses of Ontario and the Health Centre.

X. HEALTH AND SAFETY - FULL TIME & PART TIME

a) Health & Safety

It is a mutual interest of the parties to promote a health and safety in workplaces and to prevent and reduce the occurrence of workplace injuries and occupational diseases. The parties agree that health and

safety is of the utmost importance and agree to promote health and safety and wellness throughout the organization. The parties further agree that in promoting and maintaining health and safety and wellness throughout the organization, the precautionary principle, which states that action to reduce risk need not await scientific certainty, be the guiding principle. The Health Centre shall provide orientation and training in health and safety to new and current employees on an ongoing basis, and employees shall attend required health and safety training sessions.

The Health Centre and all employees shall comply with all applicable federal, provincial and municipal health and safety legislation, regulations and policies. All standards established under such legislation, regulations and policies shall constitute acceptable practice which may be improved upon by agreement of the Joint Occupational Health and Safety Committee ("JOHSC") or in negotiations with the Health Centre.

b) Joint Health and Safety Committee

- i) Recognizing its responsibilities under the applicable legislation, the Health Centre agrees to accept as a member of its JOHSC, at least two (2) representatives selected or appointed by the Union from amongst bargaining unit employees.

At least one (1) of the employees representing workers under the *Occupational Health and Safety Act*, who are training to be certified workers as defined under the Act shall be from CUPE.

The Health Centre agrees to cooperate in providing necessary information and management support to enable the JOHSC to fulfill its functions. In addition, the Health Centre will provide the JOHSC with access to all accident reports, health and safety records and other pertinent information in its possession. The JOHSC shall respect the confidentiality of the information.

- ii) Meetings shall be held every month or more frequently at the call of the co-Chairs, if required. The JOHSC shall maintain minutes of all meetings and make the same available for review.
- iii) Any representative appointed or selected in accordance with b) i) hereof, shall serve for a term of at least one (1) year from the date of appointment. Time off for representatives to perform these duties shall be granted.

A member of the committee is entitled to:

- A) One (1) hour or such longer period of time as the committee determines is necessary to prepare for each committee meeting;
- B) Such time as is necessary to attend meetings of the committee;
- C) Such time as is necessary to carry out inspections and investigations under subsection 9 (26), 9 (27) and 9 (31) of the Act.
- D) Where an investigation is required under the *Occupational Health and Safety Act*, the JOHSC shall determine the appropriate member or members who will participate in the investigation, recognizing the interests of a CUPE Representative to be involved in an investigation involving CUPE members;
- E) A member of a committee shall be deemed to be at work during the times described in above and the Health Centre shall pay the member for those times at the member's regular or premium rate as may be proper.

Rights of Employees

- i) Pregnant employees may request to be accommodated in accordance with the Ontario Human Rights Code.
- ii) Where the Health Centre identifies high risk areas where employees are exposed to infectious or communicable diseases for which there are available protective medications, such employees shall be provided with personal protective equipment reasonably necessary for the protection of the employee.
- iii) Where the Health Centre determines that there is a risk that employees may be exposed to infectious or communicable diseases (viral or bacterial), or blood borne pathogens, employees who may be so exposed will be provided with personal protective equipment reasonably necessary for the protection of the employee.
- iv) An employee who is required by the Health Centre to wear or use any protective clothing, equipment or device shall be instructed and trained in its care, use and limitations before wearing or using it for the first time and at regular intervals thereafter and the employee shall participate in such instruction and training.

XX. PRECEPTORSHIP PAY

RPNs who are designated by the Health Centre to act as formal receptors for nursing students shall be paid a premium of fifty-five cents (.55¢) per shift.

Y. TRANSITIONAL RETURN TO WORK COMMITTEE – FULL TIME & PART TIME

- .01 The Health Centre and the Union agree that employees who have been off work due to injury, accident or illness, resulting in temporary/permanent impairment or handicap, should be returned to active employment as quickly as possible.
- .02 The Health Centre will notify the President of the Local of the names of all members off work due to a work related injury (whether or not the employee is in receipt of WCB benefits) and those on LTD by the fifteenth (15th) of each month.
- .03 Prior to any member returning on a modified work program, the Health Centre will notify the Local President, and the matter will be reviewed at the next scheduled meeting of the Modified Work Committee.
- .04 The Health Centre will supply the employee with a copy of the Workers Compensation Board's Form 7. The Union can obtain the Form 7 from the employee. The Union shall be given the opportunity to meet with the Representative from Occupational Health to discuss and amend any errors or omissions found in Form 7. Should the Health Centre decide to intervene or dispute a WCB claim, the employee who is affected shall be duly notified with a copy to the Union. The Health Centre will provide a copy of their Employee Incident Report to the individual employee with a copy to the Union.
- .05 The Health Centre agrees to establish a committee comprised of not more than two (2) representatives of the Union and two (2) representatives of the Health Centre. Each party shall have equal representation on the committee.
 - i) **MANDATE:** The Committee's terms of reference are to review the employment possibilities of these employees and to identify positions to which they could return, or to recommend modifications to the employee's existing job for the Health Centre's consideration.
 - ii) **OPERATION:** During its deliberations, the committee will consider the employee's ability to return to work and their work limitations based on medical documentation. In consultation with the Health

Centre, the Committee will identify work areas that could accommodate the employee's capabilities.

- iii) **MEETINGS:** The Committee shall meet quarterly or as needed. Time so spent for committee functions shall be deemed time worked and employees shall be paid their regular rate.
- iv) **MINUTES:** The Committee shall maintain minutes of all its meetings.
- v) **PROCESS:**
 - a) Candidates for temporary modified (transitional) work are those employees who are temporarily unable to return to full demands of their job but are deemed medically fit to gradually re-enter their regular job. The employee's regular job and/or hours of work are modified depending upon medical recommendations.
 - b) Candidates for modified work programs are those employees who are unable to return to their former jobs and are deemed medically to be fit for modified work. When a suitable vacant position is identified, the Committee will recommend that the employee be assigned to the position for a reasonable assessment period. During this period, the Health Centre shall afford the employee a reasonable amount of orientation and training, monitor the employee's performance and report their findings to the Committee. At any time during the assessment period, the employee may withdraw from the assigned modified work or from the program if he/she feels that the employee be withdrawn if it is determined that the employee's health or well-being is at risk. Any such action by the employee or the Health Centre must be supported by a medical evaluation. The Committee may recommend to the Health Centre that the assessment period be extended if it is deemed to be beneficial. This recommendation must be supported by medical documentation. When a vacancy occurs in the employee's classification, the employee will be assigned to the position and the posting provision may be waived. An employee may be assigned to a vacant position and paid at a rate of the job being performed. If that rate is lower than the rate of the job they were working when injured they shall be paid at the higher rate. The employee may be assigned to replace another employee who is off work due to illness or vacation

for a specified length of time. Such time may be extended upon mutual agreement between the Union and the Health Centre.

Z. COPY OF THE AGREEMENT - FULL TIME & PART TIME

A copy of this agreement shall be made available to each employee. The cost of printing sufficient copies will be shared equally between the Health Centre and the union.

ZZ. VIOLENCE IN THE WORKPLACE

The parties agree that a safe workplace, free of violence and harassment, is a fundamental principle of a healthy workplace. Commitment to a healthy workplace requires a high degree of cooperation between the Hospital, employees, physicians and the Union. Employees should feel empowered to report incidents of disruptive behavior, including physician behavior, without fear of retaliation. The parties are both committed to a harassment free environment and recognize issues in a timely and effective manner as set out below:

1. Violence shall be defined as any incident in which an employee is abused, threatened or assaulted during the course of his/her employment. It includes the application of force, threats with or without weapons and verbal abuse. The Hospital agrees that such incidents will not be condoned. Any employee who believes he/she has been subject to such incident shall report this to a supervisor who will make every reasonable effort to rectify the situation.
2. The Hospital agrees to develop formalized policies and procedures in consultation with the Joint Health and Safety Committee to deal with workplace violence. The policy will address the prevention of violence and the management of violent situations and support to employees who have faced workplace violence. These policies and procedures shall be communicated to all employees.
3. In dealing with physician conduct, the Hospital may incorporate recommendations contained in the *Guidebook for Managing Disruptive Physician Behaviour* endorsed by the College of Physicians and Surgeons of Ontario and the Ontario Hospital Association.

4. The Hospital will report all incidents of violence to the Joint Health and Safety Committee for review.
5. The Hospital agrees to provide training and information on the prevention of violence to all employees who come into contact with potentially aggressive persons. This training will be done during a new employee's orientation and updated as required.
6. The Hospital will inform the Union within three (3) days of any employee who has been subjected to violence while performing his/her work. Such information shall be submitted in writing to the Union as soon as possible.

LOCAL 929 - TORONTO GRACE HOSPITAL

LETTER OF UNDERSTANDING

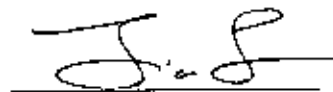
RE: VACATION

THE PARTIES AGREE that they will convene a meeting of labour management by September 30, 2010, which will include resource persons from the Canadian Union of Public Employees National Staff, to address the issue of how vacation has been calculated for the bargaining unit employees.

THE PARTIES AGREE that the method and calculation of vacation is to be based on a bank that receives employees' vacation days on their individual anniversaries and is withdrawn from throughout the ensuing year.

THE PARTIES AGREE that a plan will be developed within two (2) months of the meeting date to ensure a smooth transition for employees currently receiving their vacation on an accrual method to the bank method.

FOR THE HOSPITALS



FOR THE UNION



November 18, 2010

LOCAL 929 - TORONTO GRACE HOSPITAL

LETTER OF UNDERSTANDING


RE: WSIB

IT IS AGREED that both the Employer and the Union desire workers have a safe working environment and when necessary, they are committed to cooperating in a worker's safe and timely return to work.

To THIS END, the Employer will provide the employee with a copy of the Employer's report of injury or disease (Form 7) together with a notice advising the Employee of the name and contact number(s) of the Employer's and Union's WSIB representative(s).

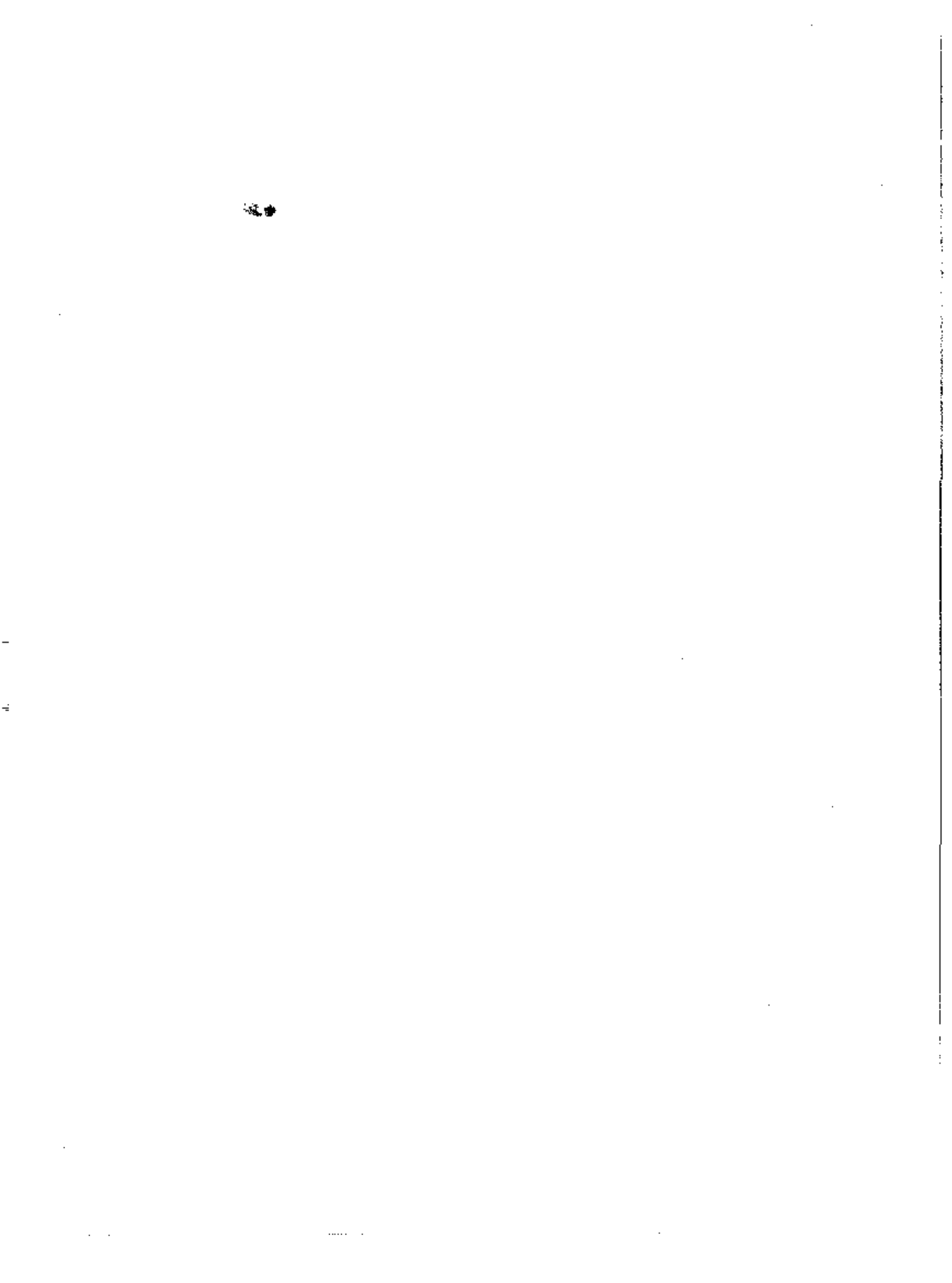
THE EMPLOYER FURTHER AGREES to attach a letter from the Union to each WSIB Form 7 as forwarded to an employee.

FOR THE HOSPITALS



FOR THE UNION





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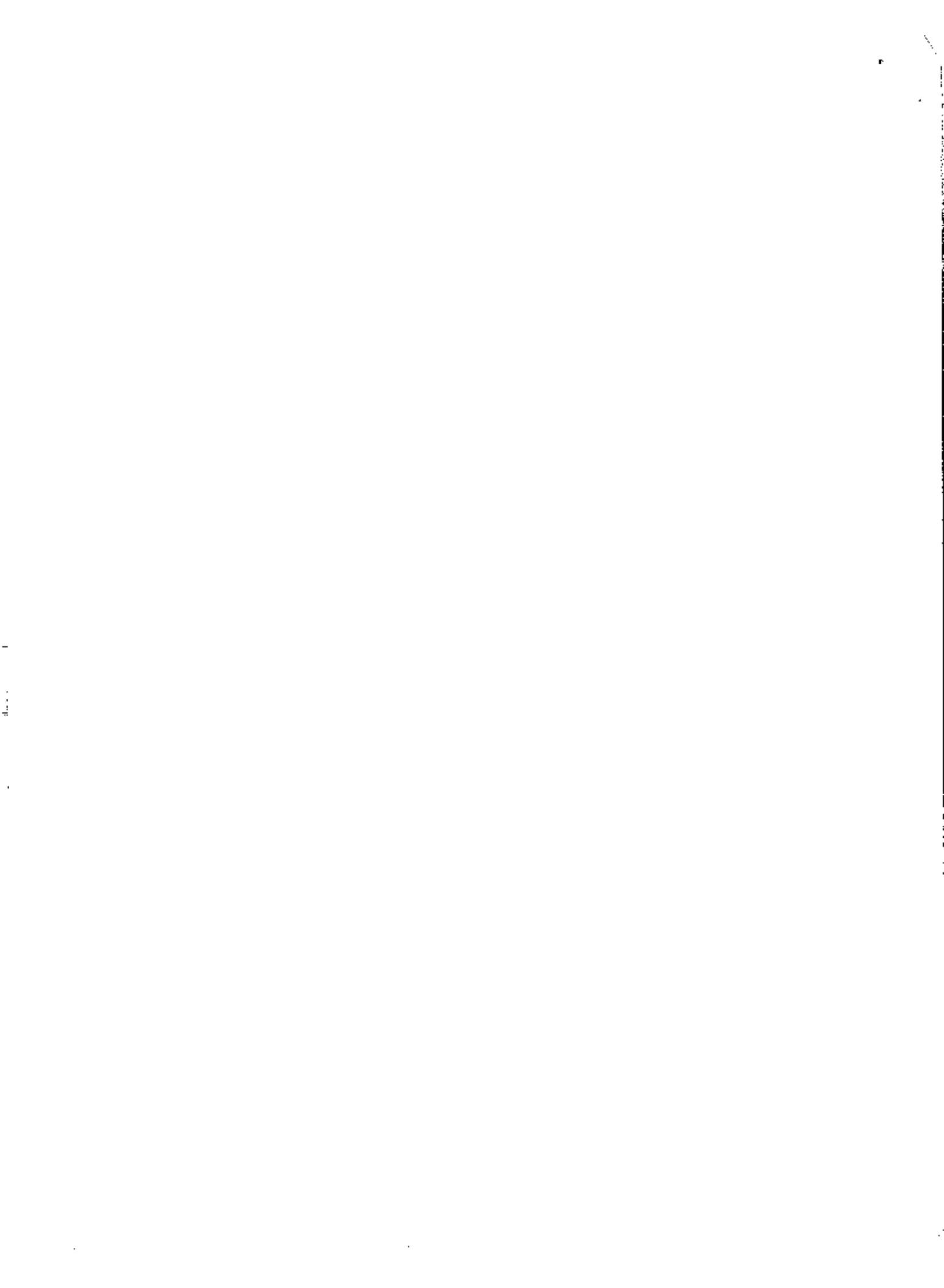
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APPENDIX OF LOCAL ISSUES

PREAMBLE: Full Time & Part Time It is agreed that the full time and part time collective agreements will be incorporated.

A. RECOGNITION

FULL TIME

The Salvation Army Toronto Grace Health Centre (the Health Centre) recognizes the Canadian Union of Public Employees as the exclusive bargaining agent for all lay employees at the Health Centre at Toronto, save and except professional medical staff, graduate nursing staff, under-graduate nurses, graduate pharmacists, under-graduate pharmacists, graduate dietitians, student dietitians, technical personnel, supervisors, foremen, persons above the rank of supervisor or foremen, office staff, persons regularly employed for not more than twenty-four (24) hours per week, students during the school vacation period, and persons covered by a subsisting collective Agreement with the Canadian Union of Operating Engineers.

The term "technical personnel" as used in this Article include physiotherapists, occupational therapists, psychologists, electro-encephalographists, electrical shock therapists, laboratory radiological, pathological and cardiological technicians.

The term "employee" or "employees" shall mean any or all of the employees of the bargaining unit as defined above unless otherwise provided.

PART TIME

The Salvation Army Toronto Grace Health Centre (the Health Centre) recognizes the Canadian Union of Public Employees as the bargaining agent of all employees of the Health Centre in Metropolitan Toronto regularly employed for not more than twenty-four (24) hours per week and students employed during the school vacation period, save and except professional medical staff, graduate nursing staff, under-graduate nurses, graduate pharmacists, under-graduate pharmacists, graduate dietitians, student dietitians, technical personnel, supervisors, foremen, persons above the rank of supervisor or foremen, office staff and persons for whom any trade union held bargaining rights as of May 27, 1991.



B. MANAGEMENT RIGHTS – FULL TIME & PART TIME

The Union acknowledges that it is the function of the Health Centre to:

- a. maintain order, discipline and efficiency,
- b. hire, discharge, transfer, promote, demote, or discipline employees, provided that a claim of discriminatory promotion, demotion or transfer of a claim that an employee has been discharged or disciplined without just cause, may be the subject of a grievance and dealt with as herein provided,
- c. establish and enforce reasonable rules and regulations to govern the conduct of employees, with rules and regulations will be primarily designed to safeguard the interests of in-patients and out-patients of the Health Centre and to establish and enforce necessary rules and regulations that will provide for the maximum standard of protection for the building and equipment of the Health Centre, provided all such rules and regulations are discussed by the parties before implementation,
- d. generally operate the Health Centre in a manner consistent with the obligations of the Health Centre to the general public in the community served.

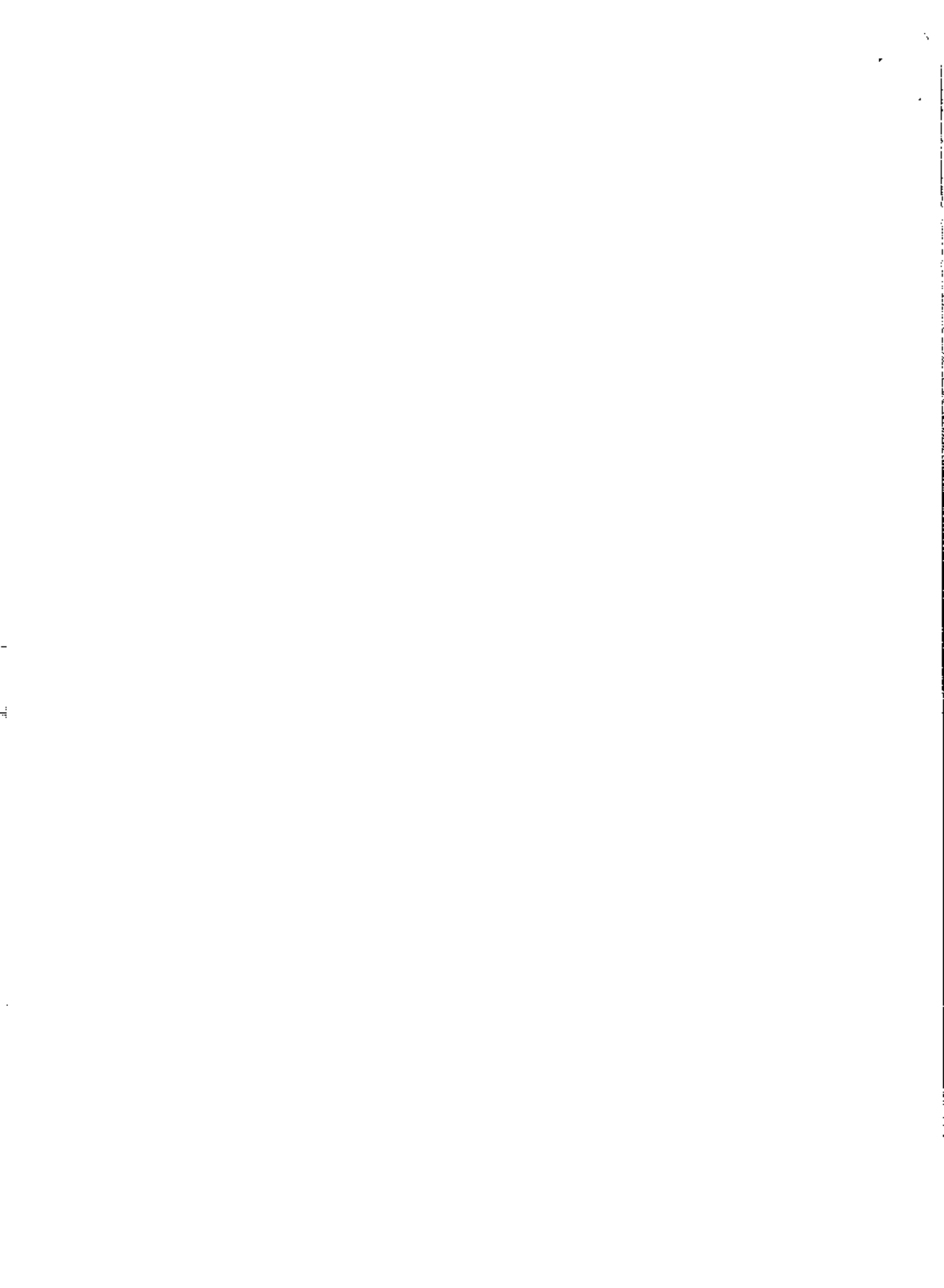
The Health Centre agrees that none of the rights set forth in this Article shall be exercised in a manner inconsistent with the provisions of this Agreement.

C. UNION SECURITY – FULL TIME & PART TIME

All employees in the bargaining unit shall authorize the Health Centre to deduct from their earnings an amount equivalent to the dues as prescribed by the Constitution of the Union.

Any employee within the bargaining unit who, for religious reasons, does not want to contribute to a labour union will contribute an amount equivalent to the dues, and this contribution will be paid to a charitable organization designated by Local 929.

Employees hired shall be required to authorize the Health Centre to deduct from their earnings an amount equivalent to the dues as prescribed by the Constitution of the Union. Such deduction will have the required union dues deducted from their pay commencing the first pay of the month following employment.



All such amounts shall be remitted to the national CUPE office prior to the 15th day of the month following together with a list of employees from whom such sums were deducted.

If the Health Centre should move to a new location in Metropolitan Toronto those employees who have completed their probationary period shall be given the first opportunity to fill the available jobs without loss of seniority.

The employer agrees to acquaint new employees with the fact that a union agreement is in effect and with the conditions of employment set out in the articles dealing with union security and dues check-off.

On commencing employment, the new employee shall be introduced to his/her union steward or representative during orientation. The employee will be provided with a copy of the collective agreement. The cost of printing sufficient copies will be shared equally between the Health Centre and the union.

Two (2) members from each department (nursing, maintenance and environmental services) exclusive of executive members shall be granted one (1) hour per month to attend union general membership meetings.

D. CORRESPONDENCE – FULL TIME & PART TIME

All correspondence between the parties arising out of this Agreement or incidental thereto shall pass to and from the Health Centre Executive Director or designee and secretary and president of the local union.

In order to facilitate communication between the Employer and the Union, the Employer will provide a mail slot in the switchboard area for any correspondence to the local union or its officials.

E. UNION COMMITTEES AND STEWARDS – FULL TIME & PART TIME

The Health Centre shall recognize not more than four (4) stewards appointed or otherwise selected by the Union – one steward per department if possible. The Health Centre will also recognize a Grievance Committee consisting of not more than three (3) members.



The Health Centre will also recognize the Local Bargaining Committee consisting of three (3) members.

The Union shall notify the Health Centre in writing of the names of the stewards, members of the Grievance Committee and members of the Bargaining Committee, and of any changes therein, before the Health Centre shall be required to recognize them.

In view of the foregoing it is mutually agreed that an employee will not be eligible to serve as a steward or member of the Grievance or Bargaining Committee until he has been employed for a period of six (6) months or more.

F. HOURS OF WORK – FULL TIME & PART TIME

Daily and Weekly Hours of Work

Where a holiday as set out in this Agreement is observed on a Friday or a Monday, staff off on the weekend but scheduled to work the statutory holiday shall have the choice to work the statutory holiday (the request to have the day off must be made in advance of the posting of the schedule). Staff working the weekend shall work on the statutory holiday unless the statutory holiday is a regular day off.

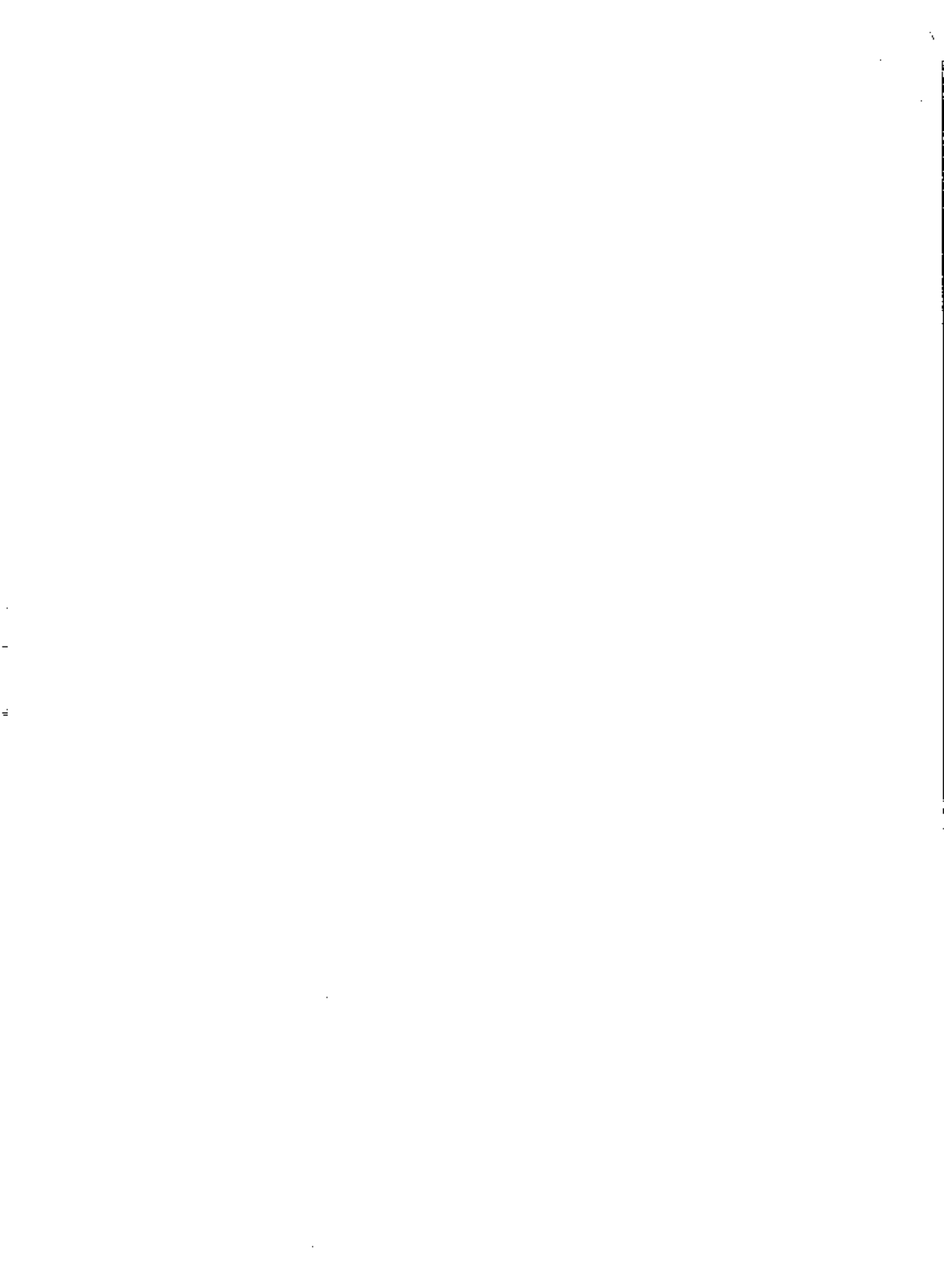
The maintenance staff will notify switchboard at the beginning of meal break. Switchboard will screen maintenance calls during the meal break and will page the maintenance employee for emergencies only. If the maintenance employee is called out on an emergency during the meal break, the meal break will be rescheduled within the first five (5) hours of the shift; failing this, the employer will pay for the meal break.

Employees working on the evening or night shift should notify the Team Leader if there is a need to leave the Health Centre during the meal break.

Additional Rest Periods – Full Time & Part Time

An employee who works a second consecutive full shift shall be entitled to the normal rest periods and meal period for a second tour, but shall be paid a meal allowance of eight dollars and fifty cents (\$8.50) included in the next pay cheque.

An employee required to work more than two (2) hours overtime on the same day he has worked a full shift shall after two (2) hours receive a one-half (1/2) hour paid meal



period and shall be paid a meal allowance of eight dollars and fifty cents (\$8.50) included in the next pay cheque.

Scheduling – Full Time

Schedules shall be posted six (6) weeks in advance of going into effect. There shall be no changes to the schedule. Employees may switch their shifts with other employees in their department with the discretion and approval of the department head based on operational needs, patient safety, and consistency in patient care scheduling. Requests will not be unreasonably denied. Once approved, the employees must work the switched shifts; there can be no switching of the same shift with a third party.

Members shall not work more than six (6) consecutive days off without a day off. Nursing shall not work more than five (5) consecutive days without a day off unless mutually agreed to extend.

There should be sixteen (16) hours of rest between shifts. Where sixteen (16) hours is not provided, time and one-half shall be paid.

In scheduling shifts the Health Centre will schedule so as to provide a minimum of one (1) weekend off in every two (2) weekend period. Where every other weekend is not granted, time worked shall be paid at the rate of time and one half (1 ½).

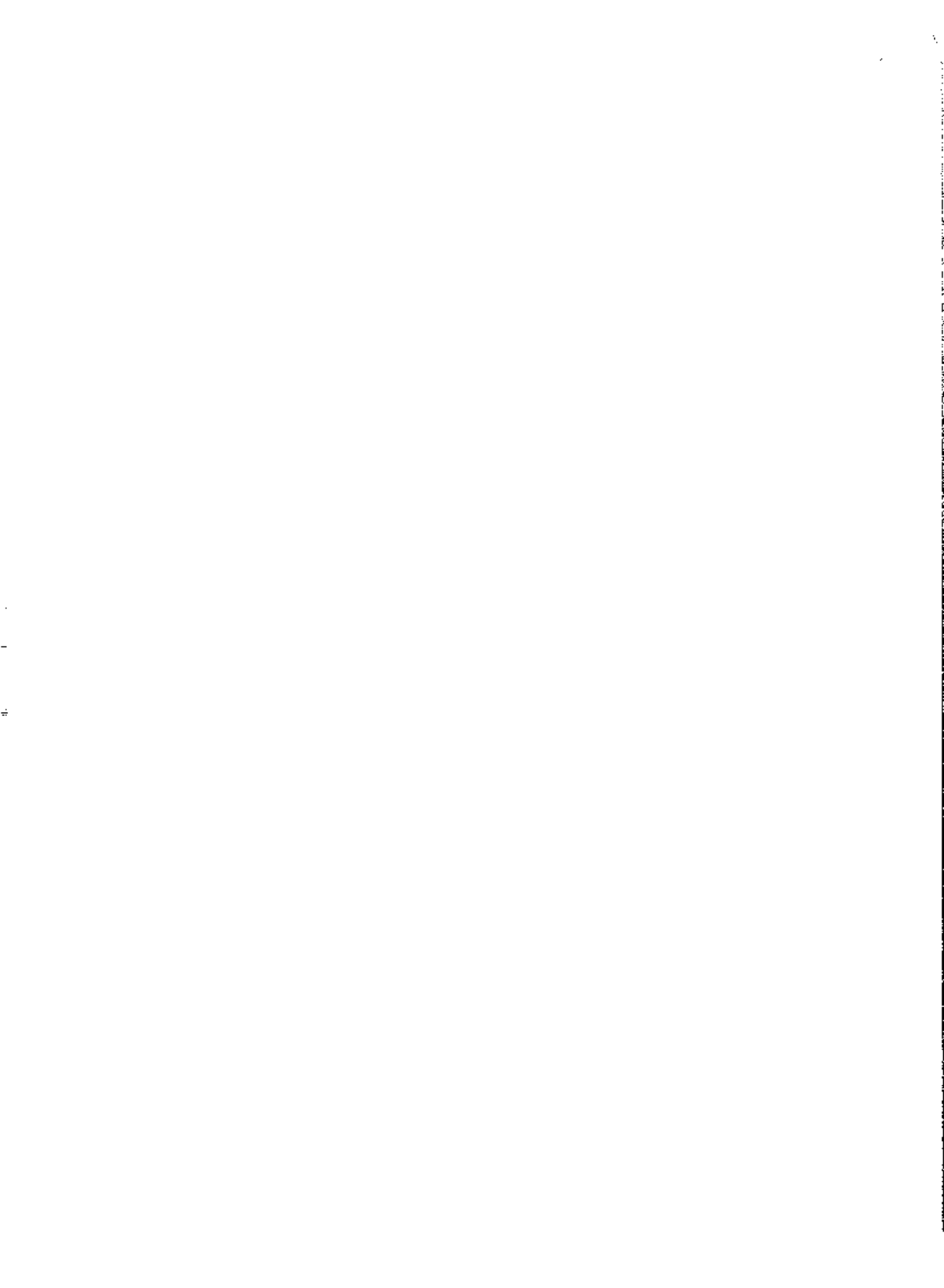
Scheduling – Part Time

While it is recognized that part time employees are those who are regularly scheduled for not more than twenty-four (24) hours per week, extra shifts will be offered first to those regular part time employees in order of seniority who have made themselves available on the posted schedule and who keep their availability current. When a shift is cancelled post schedule the affected employee shall be offered the next available shift. A single call to the employee is considered an offer. Employees who verbally reject offers for shifts for which they are still listed as available, will be called last in the next round of shift offers.

SHIFTS

G. SPLIT SHIFTS – FULL TIME & PART TIME

No regular shift shall be scheduled with an unpaid break between portions of the shift except for the meal break.



H. HOLIDAYS – FULL TIME

The Health Centre recognizes the following days as paid holidays:

New Year's Day	Canada Day	Christmas Day
Family Day	Civic Holiday	Boxing Day
Good Friday	Labour Day	2 Float Days
Victoria Day	Thanksgiving Day	

Except in the case of emergency employees who work on Christmas Day will not be required to work on New Year's Day. The Health Centre will provide five (5) and endeavour to provide six (6) consecutive days off at either Christmas or New Year's. Scheduling objectives may be waived between December 15th and January 15th in order that this may be accomplished.

If a holiday falls on an employee's scheduled day off he/she shall receive either pay for the holiday or an additional paid day off in lieu within thirty (30) days of the holiday to be agreed between the employee and the Health Centre.

Full-time employees are entitled to two (2) Float Days with pay per calendar year following completion of the employee's probationary period on the following basis:

Float Days must be requested by the employee and are approved by the Department Head/designate subject to operational requirements.

1) During the first year of employment:

- employees hired between January 1 and June 30 and who would have completed 975 hours worked by December 31 receive 2 Float Days to be taken before the end of the calendar year;
- employees hired between July 1 and October 1 and who would have completed 487.5 hours worked by December 31 will receive 1 Float Day to be taken before the end of the calendar year;
- employees hired after October 1 will not be eligible for a Float Day in that calendar year.

2) Float Days are not normally approved during the Christmas-New Year period.

3) Float Days shall be taken within the calendar year and Float Days not taken within the calendar year will be forfeited.

4) Employees who terminate employment:



- Between February 1 and June 30 are entitled to 1 Float Day for that calendar year
- Between July 1 and December 31 are entitled to 2 Float Days for that calendar year

I. VACATION – FULL TIME

Employees with less than one (1) year of service must attain one (1) full year of service before allotted vacation can be taken.

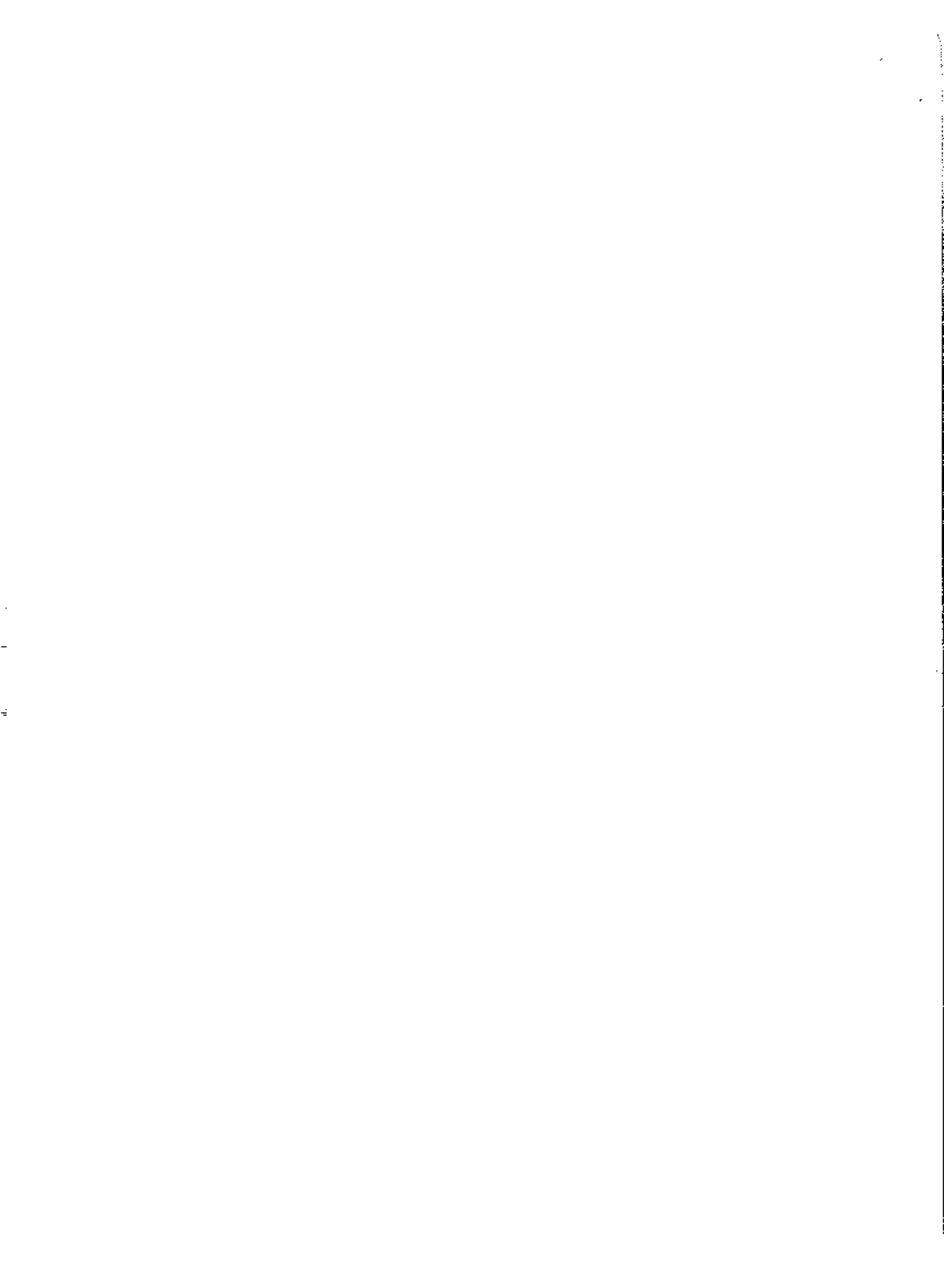
Vacation shall be taken in the year for which it is accrued. Carryover of vacation days will occur by exception only every other year, upon approval of the Health Centre and shall be taken before the end of the next anniversary date. Requests will not be unreasonably denied. With respect to this carryover, an employee who is entitled to three (3) or more weeks vacation shall be allowed to “bank” or carry over up to five (5) vacation days. An employee with four (4) or more weeks vacation shall be allowed to “bank” or carry over up to ten (10) vacation days. Any carried over vacation days shall be taken before the end of the next anniversary date at the rate of pay current when vacation is utilized.

If a statutory or declared holiday falls on a scheduled day during an employee’s vacation period he/she shall be paid for the statutory holiday taken. If a statutory or declared holiday is observed on an unscheduled day during an employee’s vacation period he/she shall receive a paid day off in lieu within thirty (30) days of the holiday to be agreed between the employee and the Health Centre.

Vacation entitlement lists will be issued to departments by February 1st. When staff are requesting vacation, this should be in conjunction following their weekend off.

Vacation time shall be available on a twelve (12) month basis subject to the normal operating requirements of the Health Centre and excepting also the period between December 15th to January 8th when it shall be left to the discretion of the Department Head. In the selection of available vacation periods as between employees, seniority will be the determining factor.

Payment shall be at the rate effective immediately prior to the vacation period and where the employee has made a request to the Payroll Department at least three (3) weeks prior to the commencement of his/her vacation, a vacation advance will be paid to him/her on the normal pay preceding his/her vacation. In the event of emergency



circumstances, the Health Centre will endeavour to provide a vacation advance with less than three (3) weeks' notice.

J. LOCKERS – FULL TIME

The parties agree that each full time employee should have his/her own locker. The Employer agrees that as soon as space becomes available, such space will be used to create the necessary additional locker facilities.

K. PARKING – FULL TIME & PART TIME

The charge for staff monthly parking in the parking lot adjacent to the Health Centre will be an amount as per Health Centre policy. The Health Centre will provide three (3) parking spaces for employees of CUPE.

L. BULLETIN BOARDS – FULL TIME & PART TIME

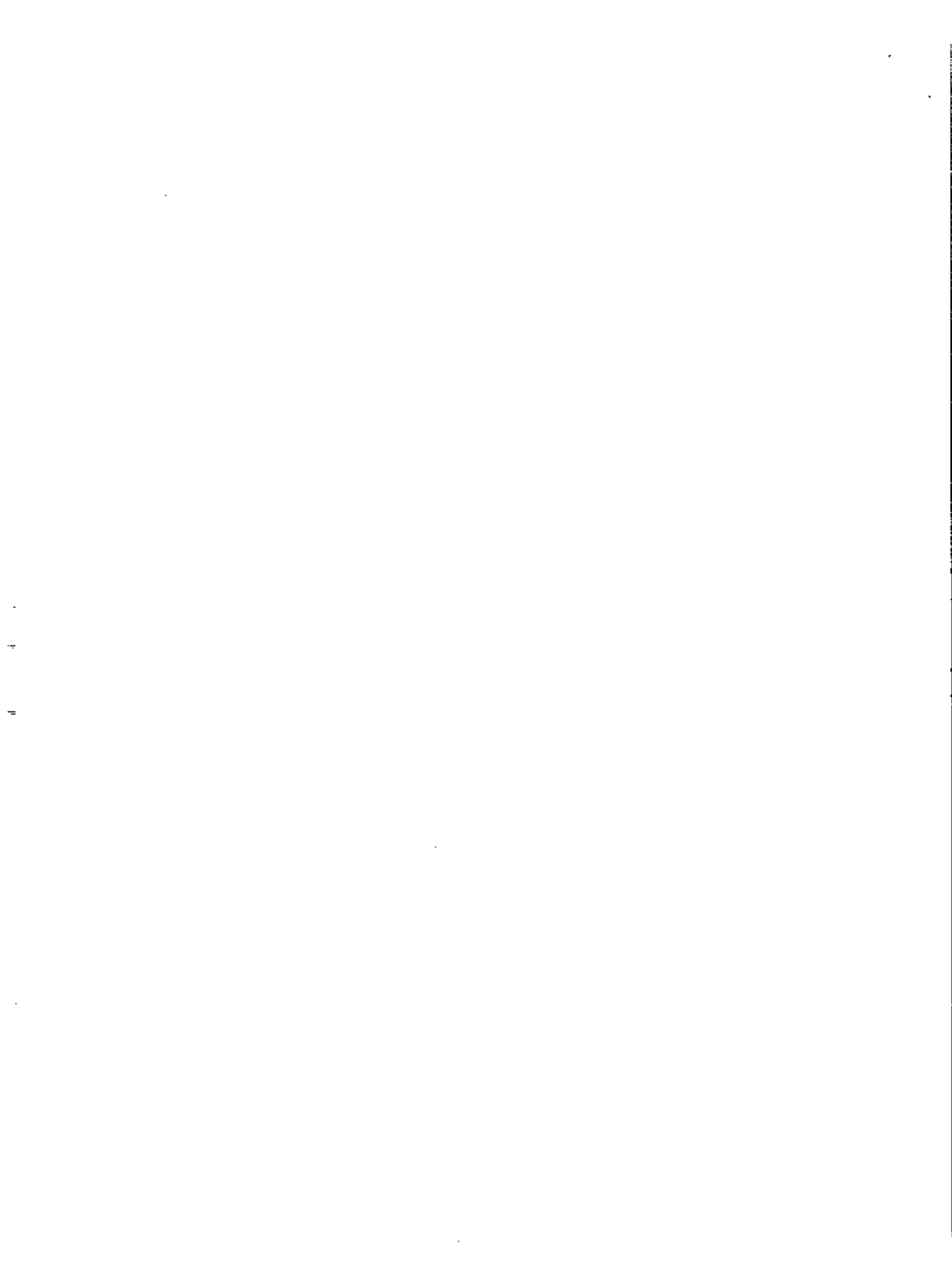
The Health Centre shall make available bulletin board space for the posting of notices or reports for the information of the Union members. The Union agrees to post on these boards only notices concerning elections, meetings, and reports of other official union business, and notices of recreational, social, or education activities. A copy of the notices to be posted on the board shall be given to the Human Resources Department at the time of posting. The Union shall supply each bulletin board which shall be erected by the Health Centre. Such board or boards shall remain the property of the Union.

The President/CEO reserves the right to remove any information on a bulletin board that would be in violation of the Salvation Army Mission and Values.

M. PAYMENT OF WAGES AND ALLOWANCES – FULL TIME & PART TIME

The Health Centre shall pay salaries by direct deposit every second Thursday in accordance with Schedule "A" attached hereto and forming a part of this Agreement. On each pay day each employee shall be provided with an itemized statement of his wages and deductions. Pay stubs shall be distributed by secure electronic file.

It is imperative that employees provide the Payroll Department with correct banking information.



Where the employee has made a request to the Payroll Department at least three (3) weeks prior to the commencement of his/her vacation, a vacation advance will be paid to him/her on the normal pay preceding his/her vacation. In the event of emergency circumstances, the Health Centre will endeavour to provide a vacation advance with less than three (3) weeks notice.

Employees terminating or retiring their employment with the Health Centre must keep their account open for at least one month in order for all monies owing to them to be deposited.

When a payroll error has occurred in excess of twenty five dollars (\$25.00) for which the Health Centre is responsible and such error has been verified by the Payroll Department, the employee may request a manual cheque equal to the amount of the error (net of applicable Canada Revenue Agency source deductions).

N. TOOLS – FULL TIME & PART TIME

Employees shall not be required to provide tools required for work in the Health Centre.

O. SENIORITY LISTS – FULL TIME & PART TIME

The Health Centre shall maintain a unit-wide seniority list showing the date upon which each employee's service commenced. An up-to-date seniority list shall be sent to the Union in January and an amended list in July of each year.

P. ACCESS TO HUMAN RESOURCES FILES

Employees are entitled to request information concerning their own records, or other relevant matters, in writing from the Human Resources Department. Such requests may include, but are not limited to, accumulated sick time, payroll deductions, and vacation pay and entitlement. On request, the Human Resources Department shall give benefit claim and other forms to any employee or a person authorized by the employee. Employees are requested to communicate to the Human Resources Department in advance. Forms will be forwarded to the requesting individual via inter-Health Centre



mail for employees on duty; for employees off duty, forms will be left at the pick-up mail slot at Switchboard.

Q. SICK LEAVE – FULL TIME

An employee shall be required to produce a certificate to a member of the Employee Health Department from a duly qualified medical practitioner for any illness of three (3) days or more certifying that the employee is unfit to perform his/her regular duties. This certificate is to be produced wherever possible prior to the employee's return to work.

An employee shall be contacted or telephoned at home as necessary by the Employee Health Nurse with regard to enquiries as to his/her illness after such employee has notified his/her department head (manager/supervisor) that sick leave is being taken. Staff are required to adhere to the Health Centre's Attendance Awareness policy concerning calling in before returning to work.

Supplementation of Compensation Award

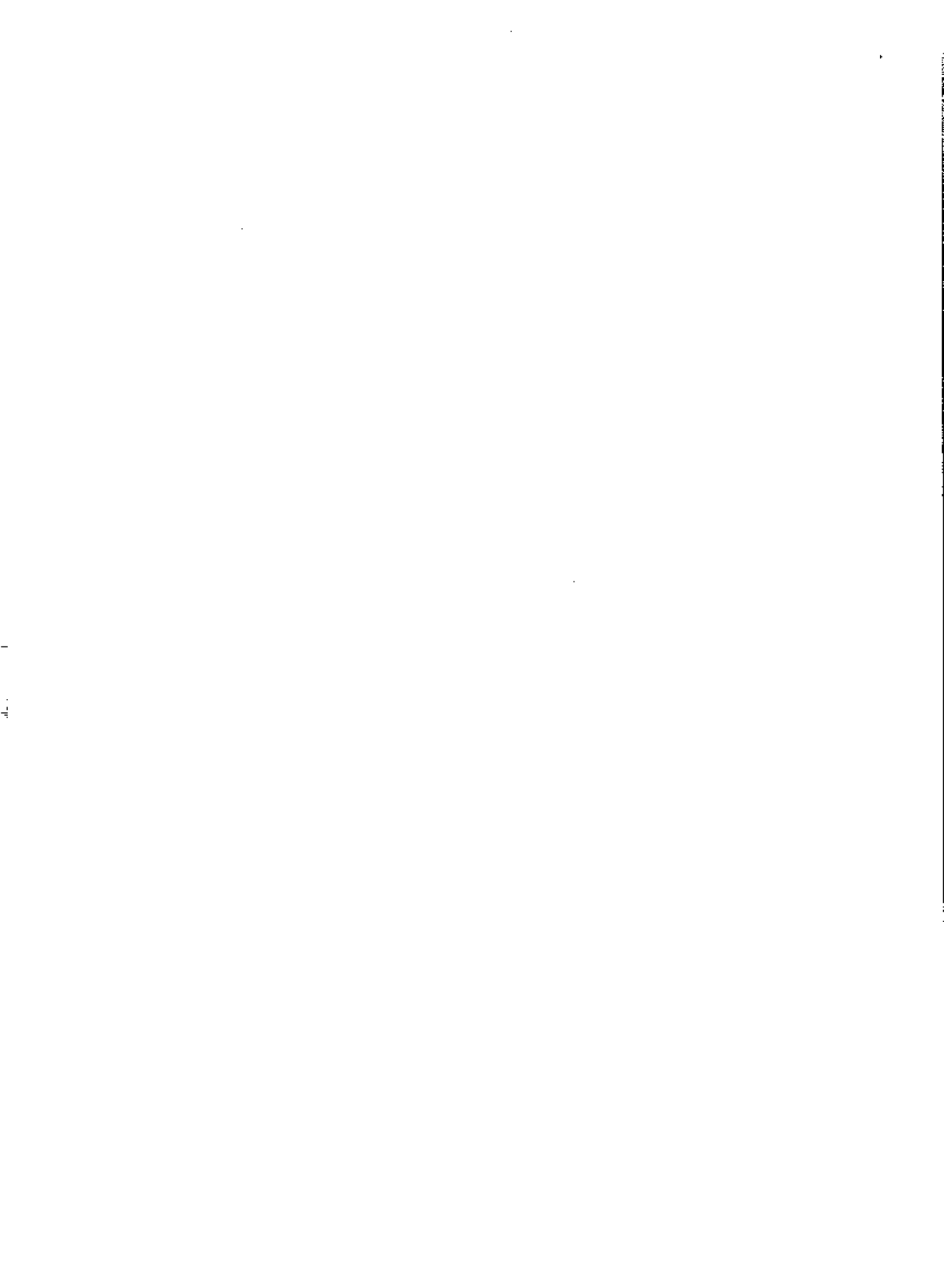
An employee prevented from performing his regular work with the Health Centre on account of an occupational accident that is compensable under the Worker's Compensation Act shall receive the current remuneration as directed by the Worker's Compensation Board.

R. CLEAN UP TIME – FULL TIME & PART TIME

A ten (10) minute wash up time shall be allowed for all employees immediately prior to the end of each day's work.

S. POLICIES – FULL TIME & PART TIME

The Employer will forward a copy of new or revised policies that affect unionized employees to the Union President at the same time as they are forwarded to Managers. Any policy that would contravene the collective agreement would be the subject of a grievance.



T. UNION BUSINESS – FULL TIME & PART TIME

Members of the union who are taking days off for union business must advise in writing their department manager. Days off will be unpaid leave by the Health Centre, members will be reimbursed by the union. If for any reason their business has been cancelled, employees must inform their department manager in writing.

U. PART TIME

Beginning January, 1988 the Employer will provide the CUPE president with a monthly list of part time employees, the hours worked by them and the union dues deducted.

V. UNIFORM ALLOWANCE

The Health Centre shall supply uniforms to all bargaining unit employees required to wear uniforms. At the outset, for the positions of Environmental Services Aide, Health Care Technician, Registered Practical Nurse, Maintenance Worker, and Central Supply Room Aide*, six (6) uniforms will be provided to full time employees, four (4) uniforms will be provided to part time employees, and two (2) uniforms will be provided to casual employees. Thereafter, every twelve (12) months three (3) uniforms will be provided to full time employees, two (2) uniforms will be provided to part time employees, and one (1) uniform will be provided to casual employees: *Exceptions - Full time Maintenance Workers and full time Central Supply Room Aide(s) hired prior to January 01, 2015 will continue to receive three (3) uniforms per year.

VV. PROTECTIVE FOOTWEAR – FULL TIME & PART TIME

The Health Centre shall require Plant Maintenance, Central Supply, and designated Environmental Service employees to wear CSA steel-toed safety footwear and will reimburse an allowance pursuant to Article 19.01 herein.



W. ADDED SKILLS – FULL TIME & PART TIME

The Health Centre agrees to provide experience or education for RPNs to enable them to acquire and maintain the added skills for RPNs as defined by the College of Nurses. The appropriate added skills will be determined by the Health Centre and the Union.

The Health Centre agrees to continue working towards allowing all RPNs to develop and employ the added skills for RPNs as defined and/or permitted by the College of Nurses of Ontario and the Health Centre.

X. HEALTH AND SAFETY – FULL TIME & PART TIME

Under the Occupational Health and Safety Act the local CUPE Union shall select/designate a member for the CUPE workers during the term of the agreement.

The CUPE worker so designated will receive training to become a certified worker. This training will be provided and paid for by the Health Centre unless otherwise prescribed under the Occupational Health and Safety Act.

Should the Health Centre decide to intervene or dispute a WCB claim the employee who is affected shall be duly notified with a copy to the union.

The Health Centre will provide a copy of their employee Incident Report to the individual employee with a copy to the union.

XX. PRECEPTORSHIP PAY

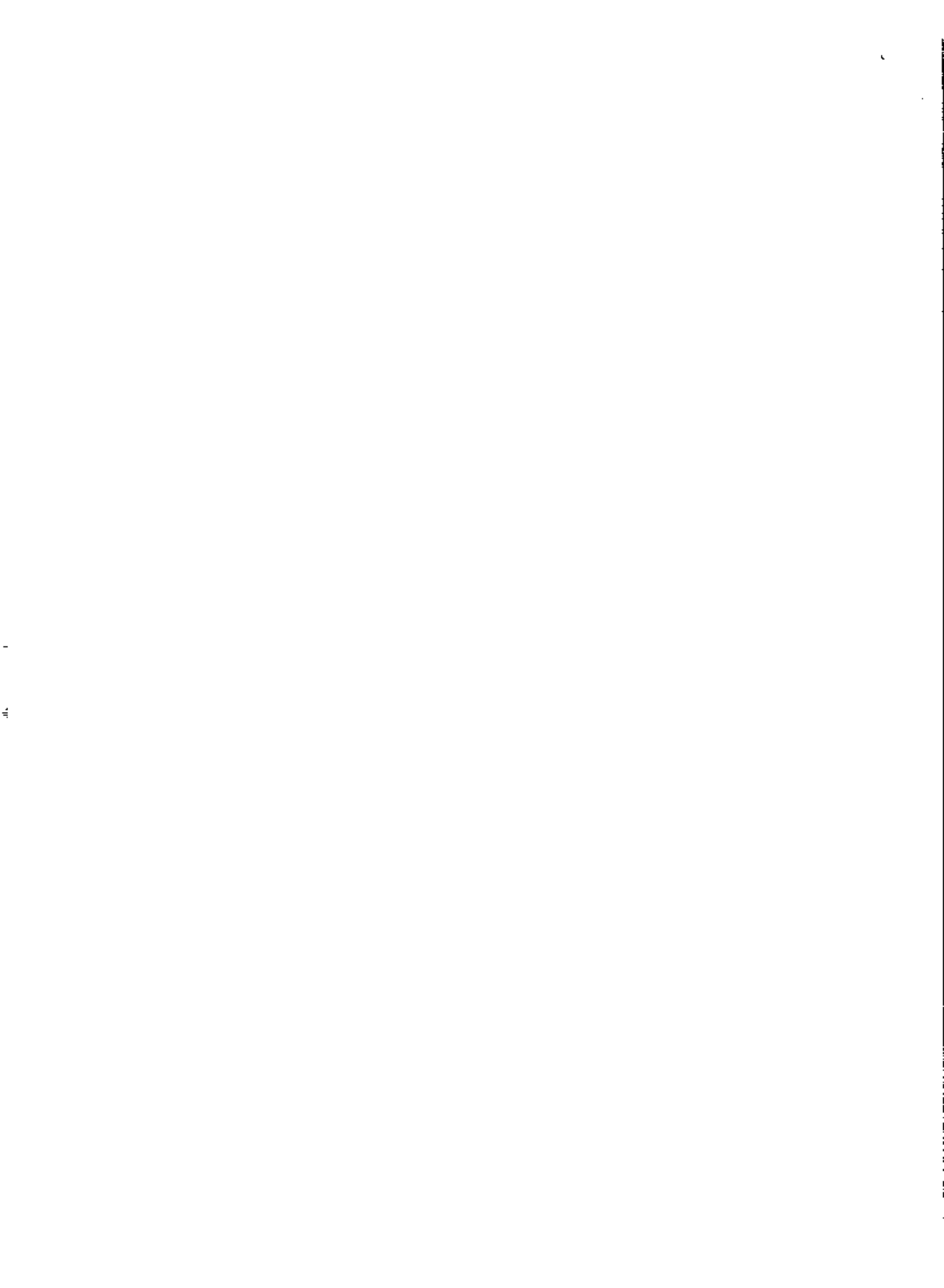
RPNs who are designated by the Health Centre to act as formal preceptors for nursing students shall be paid a premium of \$0.55 per shift.

Y. MODIFIED WORK COMMITTEE – FULL TIME & PART TIME

The Health Centre and the Union agree that an employee who has sustained a work-related injury should be returned to work as quickly as possible.

In order to assist with this process, the Health Centre and the Union agree to establish a Modified Work Committee.

- a. The Committee will consist of one (1) CUPE representative, one (1) representative from the Occupational Health Service, and one (1) representative from Human Resources.



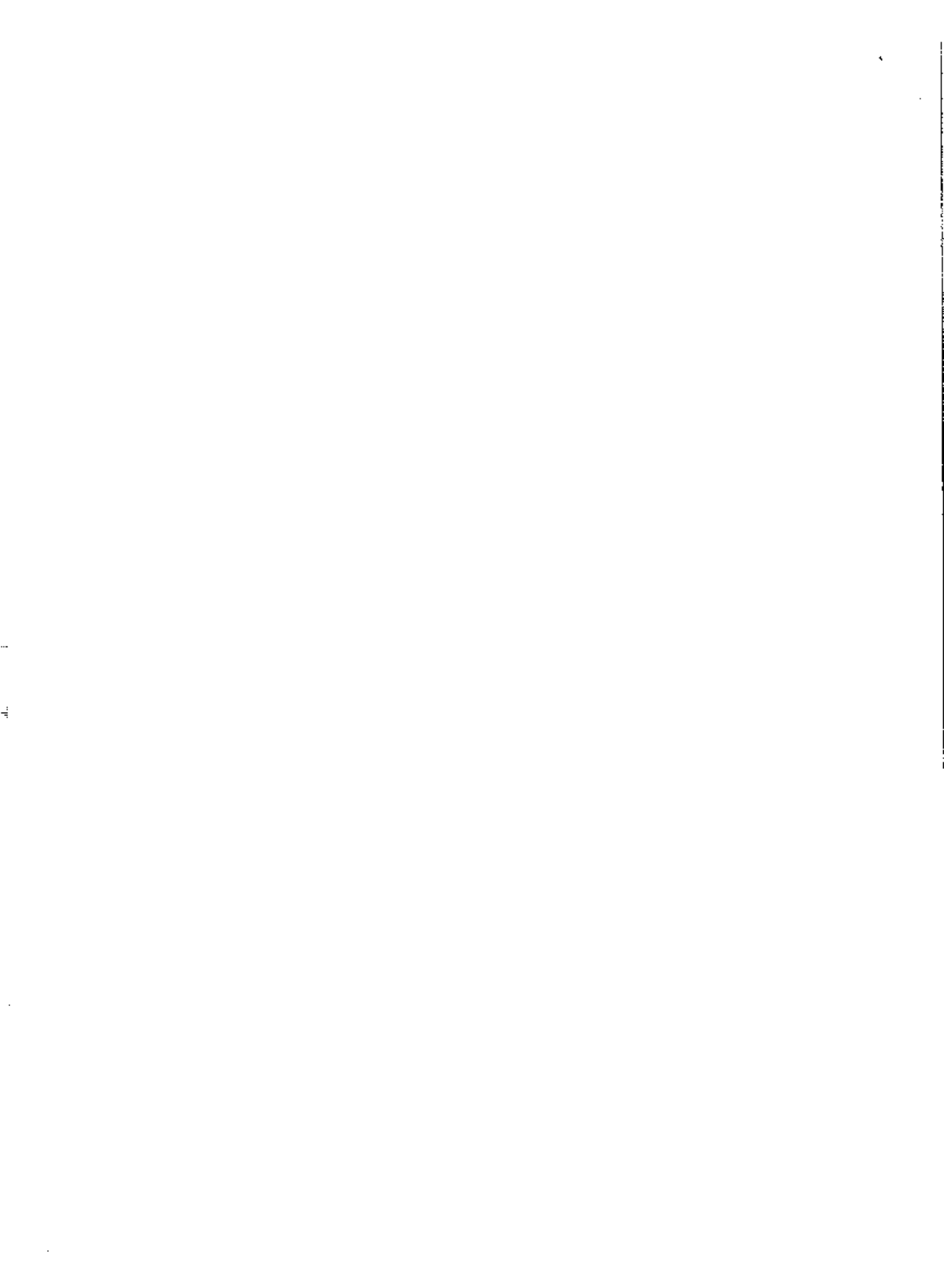
- b. The Committee will review cases where an employee returning to work from WSIB benefits requires permanent or substantial temporary modification of her or her former duties.
- c. The purpose of the Committee is to:
 - Review the restrictions placed on the employee's ability to return to work.
 - Determine, in conjunction with the department manager, whether the existing job can be modified to meet the employee's needs. If this is not possible, the Committee will discuss whether a suitable vacant position exists elsewhere.
 - Consult with the employee concerned, at the employee's request.
 - Review the progress of employees on modified work as required.
- d. The Union may agree to waive the Job Posting provision, Article 9.05, when a suitable bargaining unit position becomes available for which the disabled employee is qualified.
- e. The Committee will meet as such cases arise.
- f. Bargaining unit members attending such meetings during their regularly scheduled hours of work shall not lose regular earnings as a result of such attendance.
- g. The Committee will review its mandate and procedure after one year of operation with a reporting mechanism to Health and Safety.

YY. VIOLENCE NOTICE PROVISION

The Health Centre will inform the Union within three (3) working days of any employee who has been subjected to violence while performing his/her work. Such information shall be submitted to the Union in writing as soon as possible.

Z. COPY OF THE AGREEMENT - FULL TIME & PART TIME

A copy of this agreement shall be made available to each employee. The cost of printing sufficient copies will be shared equally between the Health Centre and the union.



Letter of Understanding

Between:

Toronto Grace Health Centre
(hereinafter the "Health Centre")

-and-

Canadian Union of Public Employees Locals 929 and 929-01
(hereinafter the "Union")

RE: UNIFORMS

The Health Centre and the Union agree to discuss the subject of uniforms one (1) year from implementation of the provision of uniforms at the Labour Management Committee.

Any recommendations can be brought forward to be addressed by the committee.

This letter of understanding is on a without prejudice or precedent basis to any other issues before the parties.

