

**COLLECTIVE AGREEMENT**

**between**

**ST. JOSEPH'S HEALTH CENTRE**

**(hereinafter called the "Health Centre")**

**and**

**PART-TIME SERVICE BARGAINING UNIT  
CUPE LOCAL 1144**

**Expires: September 28, 2017**

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## **ARTICLE 1 - PREAMBLE**

### **1.01 - PREAMBLE**

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

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

### **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 Health Centre or by the Health Centre on its own up to twelve (12) months where the leave of the person being replaced extends that far. The period of employment of such persons will not exceed the absentee's leave. The release or discharge of such persons shall not be the subject of a grievance or arbitration.

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

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

### **2.02 - PART-TIME COMMITMENT**

The Health Centre 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 - DEFINITION OF REGULAR PART-TIME EMPLOYEE**

A regular part-time employee is one who is scheduled to work, on a regular pre-determined basis, in accordance with Article 14 and Article E, not more than twenty-four (24) hours per week on an average over the scheduling period.

### **2.04 - DEFINITION OF CASUAL EMPLOYEE**

A casual employee is one who is requested to work on a non-predetermined basis and who regularly works not more than twenty-four (24) hours per week averaged over the scheduling period.

## **ARTICLE 3 - RELATIONSHIP**

### **3.01 - NO DISCRIMINATION**

The parties agree that there shall be no discrimination within the meaning of the Ontario Human Rights Code against any employee by the Union or the Health Centre by reason of race, creed, colour, age, sex, marital status, nationality, ancestry or place of origin, family status, handicap, sexual orientation, political affiliation or activity, or place of residence. The Health Centre and the Union further agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or 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.

### **3.02 - ATTENDANCE MANAGEMENT**

Days of absence arising out of a medically-established serious chronic condition, an on-going course of treatment, a catastrophic event, absence for which WSIB benefits are payable, medically necessary surgical interventions, or days where the employee is asymptomatic and is under a doctor's care from the commencement of symptoms for a confirmed communicable disease (and has provided medical substantiation of such symptoms) but is required to be absent under the Health Centre or public health authority protocol, will not be counted for the purposes of being placed on, or progressing through, the steps of an attendance management program.

Leaves covered under the *Employment Standards Act*, and leaves under Article



12 will not be counted for the purposes of being placed on, or progressing through, the steps of an attendance management program.

#### **ARTICLE 4 - STRIKES & LOCKOUTS**

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

#### **ARTICLE 5 - UNION SECURITY**

##### **5.01 - T4 SLIPS**

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

##### **5.02 - NOTIFICATION TO UNION**

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

##### **5.03 - EMPLOYEE INTERVIEW**

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

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

##### **5.04 - NO OTHER AGREEMENTS**

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

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

union.

## **ARTICLE 6 - UNION REPRESENTATION AND COMMITTEES**

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

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

### **6.02 - 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 Health Centre may be scheduled concerning issues of mutual interest if satisfactory to all concerned.
- (e) Where two or more agreements exist between a Health Centre and CUPE the Committee may be a joint one representing employees under both agreements, unless otherwise agreed.

### **6.03 - LOCAL BARGAINING COMMITTEE**

The Health Centre agrees to recognize a negotiating committee comprised of

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

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

#### **6.04 - CENTRAL BARGAINING COMMITTEE**

- (a) In central bargaining between the Canadian Union of Public Employees and the participating Hospitals, an employee serving on the Union's Central Negotiating Committee shall be paid for time lost from his normal straight time working hours at his regular rate of pay and without loss of leave credits for attending central negotiating meetings with the Hospitals' Central Negotiating Committee in direct negotiations up to the point of arbitration. 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 Health Centre'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 Health Centre 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 Health Centre 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 Health Centre 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 Health Centre notified in writing of the names of Union stewards appointed or selected under this Article as well as the effective date of their respective appointments.
- (d) It is agreed that Union stewards have their regular duties and responsibilities to perform for the Health Centre and shall not leave their regular duties without first obtaining permission from their immediate supervisor. If, in the performance of his duties, a Union steward is required to enter an area within the Health Centre in which he is not originally employed, he shall report his presence to the supervisor in the area immediately upon entering it. Such permission shall not be unreasonably withheld. When resuming his regular duties and responsibilities, such steward shall again report to his immediate supervisor. A Union steward shall suffer no loss of earnings for time spent in performing the above duties during his regular scheduled working hours.
- (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 Health Centre 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 Health Centre notified in writing of the names of the members of the Grievance Committee appointed or selected under this Article as well as the effective date of their respective appointments.

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

## **ARTICLE 7 - GRIEVANCE AND ARBITRATION PROCEDURE**

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

### **Step No. 1**

The employee, who may be accompanied by a steward, may submit a written grievance signed by the employee to (designated by Health Centre). The grievance shall identify the nature of the grievance and the remedy sought and should identify the provisions of the Agreement which are alleged to be violated. The Union and the Health Centre may, if they so desire, meet to discuss the grievance at a time and place suitable to both parties. The (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 Health Centre). 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 Health Centre shall be delivered in writing within nine (9) calendar days following the date of such meeting.

- 7.04 A complaint or grievance arising directly between the Health Centre and the Union concerning the interpretation, application or alleged violation of the Agreement shall be originated at Step No. 2 within fourteen (14) calendar days following the circumstances giving rise to the complaint or grievance. It is expressly understood, however, that the provisions of this Article may not be used with respect to a grievance directly affecting an employee which such employee could himself institute and the regular grievance procedure shall not be thereby bypassed.
- 7.05 Where a number of employees have identical grievances and each employee would be entitled to grieve separately they may present a group grievance in writing identifying each employee who is grieving to the Department Head or his designee within fourteen (14) calendar days after the circumstances giving rise to the grievance have occurred or ought reasonably to have come to the attention of the employee(s). The grievance shall then be treated as being initiated at Step No. 2 and the applicable provisions of this Article shall then apply with respect to the processing of such grievance.
- 7.06 The release or discharge of an employee during the probationary period shall not be the subject of a grievance or arbitration. A claim by an employee who has completed his probationary period that he has been unjustly discharged or suspended shall be treated as a grievance if a written statement of such grievance is lodged by the employee with the Health Centre at Step No. 2 within seven (7) calendar days after the date the discharge or suspension is effected. Such special grievance may be settled under the Grievance or Arbitration Procedure by:
- (a) confirming the Health Centre's action in dismissing the employee; or
  - (b) reinstating the employee with or without full compensation for the time lost; or
  - (c) by any other arrangement which may be deemed just and equitable.

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

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

and the decision of the majority and, where there is no majority the decision of the chairman will be final and binding upon the parties hereto and the employee or employees concerned.

7.14 Each of the parties hereto will bear the expense of the nominee appointed by it and the parties will share equally the fees and expenses, if any, of the chairman of the Arbitration Board.

7.15 The time limits set out in the Grievance and Arbitration Procedures herein are mandatory and failure to comply strictly with such time limits except by the written agreement of the parties shall result in the grievance being deemed to have been abandoned subject only to the provisions of Section 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 Health Centre, the probationary employee and the President of the Local Union



or designate, such probationary period may be extended. Any extensions agreed to will be in writing and will specify the length of the extension. The release or discharge of an employee during the probationary period shall not be the subject of a grievance or arbitration.

## **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 Health Centre of such absence and providing to the Health Centre 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 Health Centre through registered mail addressed to the last address on the records of the Health Centre, subject to any special provisions regarding temporary vacancies noted under the heading of Layoff and Recall.

## **9.04 - EFFECT OF ABSENCE**

Unless otherwise provided in the Collective Agreement:

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 Health Centre, such vacancy shall be posted for a period of seven (7) consecutive calendar days. Applications for such vacancy shall be made in writing within the seven (7) day period referred to herein.
- (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 Health Centre agrees that it shall post permanent vacant positions within 30 calendar days of the position becoming vacant, unless the Health Centre 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 Health Centre will be selected in accordance with the criteria for selection above, prior to considering persons who are not

members of CUPE bargaining units at the Health Centre. The employees eligible for consideration shall be limited to those employees who have applied for the position in accordance with this Article, and selection shall be made in accordance with this Article.

- (h) The successful applicant shall be allowed a trial period of up to thirty (30) days, during which the Health Centre will determine if the employee can satisfactorily perform the job. Within this period the employee may voluntarily return, or be returned by the Health Centre to the position formerly occupied, without loss of seniority. The vacancy resulting from the posting may be filled on a temporary basis until the trial period is completed.
- (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 Health Centre 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 Health Centre. Such employees on temporary assignments shall remain members of the bargaining unit.
- (b) An employee who is transferred to a position outside the bargaining unit shall not, subject to (c) below, accumulate seniority. In the event the employee is returned by the Health Centre to a position in the bargaining unit within twenty-four (24) months of the transfer he or she shall be credited with the seniority held at the time of transfer and resume accumulation from the date of his or her return to the bargaining unit. An employee not returned to the bargaining unit within 24 months shall forfeit bargaining unit seniority.
- (c) In the event an employee transferred out of the bargaining unit under (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 Health Centre will determine if the employee can satisfactorily perform the job. Within this period the employee may voluntarily return, or be returned without loss of seniority to his former duties on the same shift in the same department and at the appropriate rate of pay, subject to any changes which would have occurred had he not transferred.

#### **9.07(B) - PORTABILITY OF SERVICE**

An employee hired by the Health Centre with recent and related experience may claim

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

#### **9.07(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 Health Centre. 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 Health Centre

will retain their seniority and service at their original Health Centre 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 Health Centre for that 48-month period.

If they are the successful applicant, they will return to the employ of the Health Centre 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 Health Centre of a permanent or long-term nature or the elimination of a position within the bargaining unit, the Health Centre shall:

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

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

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

notice of layoff provided:

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

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

At each Health Centre a Redeployment Committee will be established not later than two (2) weeks after the notice referred to in 9.08(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 Health Centre which could be performed by bargaining-unit employees who are or would otherwise be laid off;

- (2) Identify vacant positions in the Health Centre or positions which are currently filled but which will become vacant within a twelve (12) month period and which are either:
  - (a) within the bargaining unit; or
  - (b) within another CUPE bargaining unit; or
  - (c) not covered by a collective agreement.
- (3) Identify the retraining needs of workers and facilitate such training for workers who are, or would otherwise be, laid off.
- (4) Subject to article 9.11, the Health Centre will award vacant positions to employees who are, or would otherwise be laid off, in order of seniority if, with the benefit of up to six (6) months retraining, an employee has become able to meet the normal requirements of the job.
- (5) Any dispute relating to the foregoing 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 Health Centre and of the Union. The number of representatives will be determined locally. Where for the purposes of HTAP (the Ontario Health Centre Training and Adjustment Panel) there is another Health Centre-wide staffing and redeployment committee created or in existence, Union members of the Redeployment Committee shall serve on any such Health Centre wide staffing committee established with the same or similar terms of reference, and the number of Union members on such committee will be proportionate to the number of its bargaining unit members at the particular Health Centre in relation to other staff groups.

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

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

(iii) Disclosure

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

(iv) Alternatives

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

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

### **9.08(B) - RETIREMENT ALLOWANCE**

Prior to issuing notice of layoff pursuant to article 9.08(A)(a)(ii) in any classification(s), the Health Centre will offer early retirement allowance to a sufficient number of employees eligible for early retirement under 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 Health Centre will offer a voluntary early exit option in accordance with the following conditions:



- i) The Health Centre will first make offers in the classifications within department(s) where layoffs would otherwise occur. If more employees than are required are interested, the Health Centre will make its decision based on seniority.
- ii) If insufficient employees in the department affected accept the offer, the Health Centre will then extend the offer to employees in the same classification in other departments. If more employees than are required are interested, the Health Centre will make its decision based on seniority.
- iii) In no case will the Health Centre 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 Health Centre 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 Health Centre'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 St. Joseph's Health Centre Pension Plan 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 Health Centre 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 Health Centre shall pay its share of insured benefits premiums for the duration of the five-month notice period provided for in Article 9.08(A)(a).
- (j) The Health Centre 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 Health Centre 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 Health Centre shall notify the employee of recall opportunity by registered mail, addressed to the last address on record with the Health Centre (which notification shall be deemed to be received on the second day following the date of mailing). The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work. The employee is solely responsible for his or her proper address being on record with the Health Centre.

## **9.10 - RETRAINING**

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

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

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

(b) Placement

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

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

### **9.11 - 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.

### **9.12 - TECHNOLOGICAL CHANGE**

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

bargaining unit.

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

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

Employees with one (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.

### **9.13 - 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 Health Centre'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 Health Centre;
- Employee needs, Health Centre needs and department/program requirements will be considered.

#### **9.14 - WORKLOADS**

- (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 the 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 in writing (with a copy to their immediate supervisor) 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.

#### **9.15 - PROFESSIONAL RESPONSIBILITY, PATIENT CARE, WORKLOADS & STAFFING**

(The following clause is applicable to Registered Practical Nurses only)

- (a) The parties agree that optimal patient care is, and safe working conditions are, enhanced if concerns relating to professional responsibility, patient care, workloads and staffing issues are resolved in a timely and effective manner with communications between the parties being:
  - i) professional;
  - ii) courteous;
  - iii) collegial;
  - iv) respectful; and
  - v) focused on resolving the issue, not on the individuals.
- (b) Employees are encouraged to raise their concerns with their immediate supervisor within forty-eight (48) hours.
- (c) Upon receipt of a response from the supervisor within five (5) working days, if the employee or group of employees in (b) above are not satisfied, the employee or group of employees may, within forty-eight (48) hours, submit their concerns in writing to the Chief Nursing Officer. A meeting shall be held within thirty (30) days of a request from the employee or group of employees, who may be accompanied to this meeting by a Union representative. The Chief Nursing

Officer will respond in writing to the employee, or group of employees, with a copy to the Union if applicable, within fifteen (15) days.

- (d) Upon receipt of a written response from the Chief Nursing Officer, if the employee or group of employees in (c) above are not satisfied, the employee or group of employees, who may be accompanied by their Union Representative, may, within forty-eight (48) hours, request a meeting with the Chief Executive Officer (or her/his designate) and such meeting shall be held within thirty (30) days. The Chief Executive Officer (or her/his designate) will respond in writing to the employee, or group of employees, within fifteen (15) days of the meeting, with a copy to the Union if applicable.
- (e) It is agreed and understood that an employee or group of employees may in exceptional and urgent cases request an immediate meeting with the Chief Nursing Officer who will make every reasonable effort to accommodate the request. The timelines provided for in (d) above will apply failing resolution at this meeting.
- (f) Only the timelines set out above are subject to Article 7 – Grievance and Arbitration Process.

## **ARTICLE 10 - CONTRACTING OUT**

### **10.01 - CONTRACTING OUT**

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

### **10.02 - CONTRACTING OUT**

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

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

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

terms of the contracting-out arrangement.

### **10.03 - CONTRACTING IN**

Further to Article 9.08(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 Health Centre by members of the bargaining unit.

## **ARTICLE 11 - WORK OF THE BARGAINING UNIT**

### **11.01 - WORK OF THE BARGAINING UNIT**

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

### **11.02 - VOLUNTEERS**

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

The Health Centre shall submit to the Union, at three (3) month intervals, the number of volunteers for the current month and the number of hours worked 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 Health Centre. Such requests are to be submitted to the employee's immediate supervisor at least four (4) weeks in advance, unless not reasonably possible to give such notice, and a written reply will be given within fourteen (14) days except in cases of emergency in which case a reply will be given as soon as possible. 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 Health Centre shall grant leave of absence without pay to employees to attend Union conventions, seminars, education classes and other Union business in connection with the administration of the collective agreement provided that such leave will not interfere with the efficient operation of the Health Centre. Such leave will not be unreasonably denied.

In requesting such leave of absence for an employee or employees, the Union must give at least fourteen (14) days clear notice in writing to the Health Centre, unless not reasonably possible to give such notice.

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

Notwithstanding the above, time spent by the eight (8) Executive Board members and seven (7) Alternate Executive Board members of the Ontario Council of Health Centre 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 Health Centre of the number of such hours.

## **12.03 (A) - FULL-TIME POSITION(S) WITH THE UNION**

Upon application by the Union, in writing, the Health Centre shall grant leave of absence, without pay, to an employee elected or appointed to full-time Union office. It is understood that no more than 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 Health Centre, 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 Health Centre of his intention to return to work at least four (4) weeks prior to the date of such return. The employee shall be returned to his former duties on the same shift in the same department and at the appropriate rate of pay, subject to any changes which would have occurred had the employee not been on leave.

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

### **12.03 (B) - LEAVE FOR OCHU PRESIDENT AND SECRETARY-TREASURER**

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

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

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

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

### **12.04 - BEREAVEMENT LEAVE**

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

## **12.05 - JURY & WITNESS DUTY**

If an employee is required to 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 Health Centre, the employee shall not lose regular pay because of such attendance provided that the employee:

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

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 Health Centre. 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 Health Centre 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 - PREGNANCY LEAVE**

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

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

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

The employee does not have any vested right except to receive payments for the covered unemployment period. The plan provides that payment in respect of

guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan.

- (e) Credits for service and seniority shall accumulate for a period of up to seventeen (17) weeks while an employee is on pregnancy leave on the basis of what the employee's normal regular hours of work would have been.
- (f) The Health Centre will continue to pay the percentage in lieu of benefits and its share of pension contributions during the period of pregnancy leave. The Health Centre 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 - PARENTAL LEAVE**

- (a) Parental leaves will be granted in accordance with the provisions of the *Employment Standards Act*, except where amended in this provision. The service requirement for eligibility for parental leave shall be thirteen (13) weeks of continuous service.
- (b) An employee, who qualifies for parental leave, other than an adoptive parent, shall give written notification of at least two (2) weeks in advance of the date of the commencement of such leave and the expected date of return.
- (c) For the purposes of this article, parent shall be defined to include a person with whom a child is placed for adoption and a person who is in a relationship of some permanence with a parent of a child and who intends to treat the child as his or her own.
- (d) An employee who is an adoptive parent shall advise the Health Centre as far in advance as possible of having qualified to adopt a child, and shall request the leave of absence, in writing, upon receipt of confirmation of the pending adoption. If, because of late receipt of confirmation of the pending adoption, the employee finds it impossible to request the leave of absence in writing, the request may be made verbally and subsequently verified in writing.

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

- (e) Effective on confirmation by the Canada Employment Insurance Commission of the appropriateness of the Health Centre's Supplemental Unemployment Benefit

(SUB) Plan, an employee who is on parental leave as provided under this Agreement who has applied for and is in receipt of 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 Health Centre of the employee's employment insurance cheque stub will serve as proof that the employee is in receipt of unemployment parental benefits.

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

In addition to the foregoing the Health Centre shall pay the employee ninety-three percent (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 Health Centre 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 Health Centre 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 Health Centre, 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 Health Centre to take courses to upgrade or acquire new employment qualifications, the Health Centre shall pay the full costs associated with the courses.

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

Subject to operational requirements, the Health Centre 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 Health Centre.

## **12.09 - PRE-PAID LEAVE PLAN**

The Health Centre agrees to introduce a pre-paid leave program, funded solely by the employee subject to the following terms and conditions:

- (a) The plan is available to employees wishing to spread four (4) years' salary over a five (5) year period, in accordance with Part LXVIII of the Income Tax Regulations, Section 6801, to enable them to take a one (1) year leave of absence following the four (4) years of salary deferral.
- (b) The employee must make written application to the Health Centre at least six (6) months prior to the intended commencement date of the program (i.e. the salary deferral portion), stating the intended purpose of the leave.
- (c) The number of employees that may be absent at any one time shall be determined between the local parties. The year for purposes of the program shall be September 1 of one year to August 31 the following year or such other twelve (12) month period as may be agreed upon by the employee, the local Union and the Health Centre.
- (d) Where there are more applications than spaces allotted, seniority shall govern.
- (e) During the four (4) years of salary deferral, 20% of the employee's gross annual earnings will be deducted and held for the employee and will not be accessible to the employee until the year of the leave or upon withdrawal from the plan.
- (f) The manner in which the deferred salary is held shall be at the discretion of the Health Centre.

- (g) All deferred salary, plus accrued interest, if any, shall be paid to the employee at the commencement of the leave or in accordance with such other payment schedule as may be agreed upon between the Health Centre and the employee.
- (h) All benefits shall be kept whole during the four (4) years of salary deferral. During the year of the leave, seniority will accumulate. Service for the purpose of vacation and salary progression and other benefits will be retained but will not accumulate during the period of leave. The employee shall become responsible for the full payment of premiums for any health and welfare benefits in which the employee is participating. Contributions to the St. Joseph's Health Centre Pension Plan will be in accordance with the Plan. The employee will not be eligible to participate in the disability income plan during the year of the leave.
- (i) An employee may withdraw from the plan at any time during the deferral portion provided three (3) months notice is given to the Health Centre. Deferred salary, plus accrued interest, if any, will be returned to the employee within a reasonable period of time.
- (j) If the employee terminates employment, the deferred salary held by the Health Centre plus accrued interest, if any, will be returned to the employee within a reasonable period of time. In case of the employee's death, the funds will be paid to the employee's estate.
- (k) The Health Centre will endeavour to find a temporary replacement for the employee as far in advance as practicable. If the Health Centre is unable to find a suitable replacement, it may postpone the leave. The Health Centre will give the employee as much notice as is reasonably possible. The employee will have the option of remaining in the Plan and rearranging the leave at a mutually agreeable time or of withdrawing from the Plan and having the deferred salary, plus accrued interest, if any, paid out to the employee within a reasonable period of time.
- (l) The employee will be reinstated to his or her former position unless the position has been discontinued, in which case the employee shall be given a comparable job.
- (m) Final approval for entry into the pre-paid leave program will be subject to the employee entering into a formal agreement with the Health Centre in order to authorize the Health Centre to make the appropriate deductions from the employee's pay. Such agreement will include:
  - (i) A statement that the employee is entering the pre-paid leave program in accordance with this Article of the collective agreement.
  - (ii) The period of salary deferral and the period for which the leave is requested.



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

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

### **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 Health Centre that he or she will be doing so. If the employee must begin the leave before advising the Health Centre, the employee shall advise the Health Centre 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 Health Centre may deem the employee to have taken one day's leave on that day for the purposes of this Article. The Health Centre 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 Health Centre shall reinstate the employee to the position the employee most recently held with the Health Centre, 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 Health Centre will continue to pay their respective shares of the benefits and pension premiums.

## **ARTICLE 13 - SICK LEAVE, INJURY AND DISABILITY**

### **13.01 - 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.

## **ARTICLE 14 - HOURS OF WORK**

### **14.01 - DAILY & WEEKLY HOURS OF WORK**

#### **(A) Daily & Weekly Hours of Work**

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

#### **(B) No Guarantee**

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

### **14.02 - REST PERIODS**

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 Health Centre 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.

#### **14.05 – JOB SHARING**

- (a) Job sharing is defined as two permanent employees sharing one full-time position. All job sharing arrangements shall be subject to the approval of the Health Centre and the agreement of the Union.
- (b) Before any job sharing arrangement is approved, the Health Centre and the Union must determine locally:
  - i. The resulting vacancy or vacancies to be posted in accordance with Article 9.05; and
  - ii. The terms and conditions governing the introduction and discontinuance of such job sharing arrangements.
- (c) The employees involved in a job sharing arrangement will be classified as regular part-time and will be covered by the provisions of this agreement applicable to part-time employees, except that any full-time employee who enters a job sharing arrangement may continue participation in the group health and welfare benefit programs set out in Article 18.01 provided the employee pays the full amount of the monthly premiums during the job sharing period.

### **ARTICLE 15 - PREMIUM PAYMENT**

#### **15.01 - DEFINITION OF REGULAR STRAIGHT TIME RATE OF PAY**

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

#### **15.02 - DEFINITION OF OVERTIME**

Any hours worked by an employee in addition to a standard work day, as defined in 14.01 above, or the total number of normal hours during a given two week period shall be paid for at the rate of time and one-half of the employee's regular straight time rate of pay.

### **15.03 - OVERTIME PREMIUM AND NO PYRAMIDING**

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 Health Centre, such time off will be the equivalent of the premium rate the employee has earned for working overtime. The Health Centre shall revert to payment of premium rate if time off is not taken within 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 Health Centre. The reporting allowance outlined as herein shall not apply whenever an employee has received prior notice not to report for work. Part-time employees scheduled to work less than seven and one-half (7-1/2) hours per day will receive a pro-rated amount of reporting pay.

### **15.06 - CALL-BACK**

Where employees are called back to work after having completed a regular shift, and prior to the commencement of their next regular shift, they shall receive a minimum of four (4) hours of work or four (4) hours pay at the rate of time and one-half (1-1/2) their regular hourly earnings. Superior provisions 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 \$3.30 per hour for all hours on standby. Effective September 29, 2016, where such standby duty falls on a paid holiday, as set out in the Appendix of Local Provisions, the employee shall receive standby pay in the amount of \$4.90 per hour.

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

### **15.08 - TEMPORARY TRANSFER**

Where an employee is assigned temporarily to perform the duties and assume the responsibilities of a higher paying position in the bargaining unit, 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 Health Centre 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 - PAYMENT FOR WORKING ON A HOLIDAY**

The holidays listed in the part-time local Appendix for the purposes of Article 16.01 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.

### **16.02 - 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 - VACATION ENTITLEMENT, QUALIFIERS AND CALCULATION OF PAYMENT**

#### **17.01 (A) - Part-Time Entitlement, Qualifiers and Calculation of Payment**

***Subject to any superior conditions:***

An employee who has completed the following number	But less than the following number of	Is entitled to the following percentage of vacation
--	---------------------------------------	---

of continuous hours of service:	continuous hours of service:	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%

**17.01 (B) - Progression on Vacation Schedule (Part-Time)**

Effective October 10, 1986 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.

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 vacation scale under the Agreement expiring September 28, 1985 and will thereafter accumulate service in accordance with this Article.

**17.02 - WORK DURING VACATION**

Should an employee who has commenced his scheduled vacation and agrees upon request by the Health Centre to return to perform work during the vacation period, the employee shall be paid at the rate of one and one-half (1-1/2) times his basic straight time rate for all hours so worked. To replace the originally scheduled days on which such work was performed, the employee will receive one (1) vacation lieu day off for each day on which he has so worked.

**17.03 - BEREAVEMENT DURING VACATION**

Where an employee's scheduled vacation is interrupted due to 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 - BENEFITS FOR PART-TIME EMPLOYEES**

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 Health Centre, 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.

### **18.02 - UNION EDUCATION**

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

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

## **ARTICLE 19 - HEALTH & SAFETY**

### **19.01 - PROTECTIVE FOOTWEAR**

Effective January 1, 2014, and on that date for each subsequent calendar year, the Health Centre will provide \$120 per calendar year to each full-time and each regular part-time employee who is required by the Health Centre to wear safety footwear during the course of his duties. The employees who will be required to wear safety footwear will be negotiated locally and set out in the Local Provisions Appendix.

### **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 Health Centre will not oppose the claim.
- (e) If the full cost of such medication is not covered by some other source, the Health Centre 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 Health Centre, the Health Centre shall determine the rate of pay for such new classification and notify the local Union of the same. If the local Union challenges the rate, it shall have the right to request a meeting with the Health Centre to endeavour to negotiate a mutually satisfactory rate. Such request will be made within ten (10) days after the receipt of notice from the Health Centre of such new occupational classification and rate.

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

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

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

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

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

## **20.01(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 Health Centre 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 Health Centre revises the job content of an existing classification in such a manner that duties of another classification are assigned to it, the

following shall apply:

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

### **20.03 - PROMOTION TO A 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 Health Centre'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**

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**

Recognizing the value of Union input on behalf of employees, the parties agree to the following:

- (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 or equivalent committee to its final stages of completion, to assist the Health Centre in minimizing layoffs or job loss, and in developing labour adjustment strategies where necessary, and in otherwise minimizing adverse effects on CUPE-represented employees through program or service restructuring.
- (b) Where the Health Centre 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 Health Centre agrees that revisions to the budget will be carried out in consultation with the Union.
- (c) In furtherance of the foregoing, and, where possible, in advance of any scheduled FAC or equivalent committee meeting, the Health Centre 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 FAC or equivalent committee meetings shall be deemed to be work time for which the employee shall be paid by the Health Centre at his or her regular or premium rate as may be applicable.

## **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, 2017. 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.

## LETTER OF UNDERSTANDING

### **Re: Voluntary Part-time Benefits**

If the local parties agree, the Health Centre 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 of the full time collective agreement. 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.

## **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 sixty (60) days following ratification of the collective 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 four (4) months prior to the expiry of the collective agreement.

**Memorandum of Agreement  
Between:**

**The Participating Hospitals/ OHA**

**- and -**

**The Ontario Council of Hospital Unions/ CUPE**

Whereas the current collective agreement makes reference to the Blue Cross Plans in effect as of September 28, 1993;

And Whereas the semi-private, extended health care and dental benefits are now being provided by various carriers at the different Hospitals;

And Whereas the Participating Hospitals (“the Hospitals”) and the Ontario Council of Hospital Unions/CUPE (“the Union”) wish to ensure that the collective agreement entitlements to semi-private, extended health care and dental benefits are comparable;

And Whereas the Hospitals and the Union are desirous of considering whether, without reducing the level of benefits provided at each individual participating Hospital, savings can be achieved in the provision of semi-private, extended health care and dental benefits;

And Whereas the Hospitals and the Union wish to ensure that eligible employees receive comprehensive and accurate information about their coverage and entitlements;

And Whereas the Hospitals and the Union recognize the importance of working collaboratively to achieve the objectives outlined above, it is agreed as follows:

1. Within thirty days of the ratification by the Hospitals and the Union of the collective agreement, a provincial Joint Benefits Committee (“the Committee”) will be established.
2. Both the Hospitals and the Union will nominate three members of the Committee and appoint co-chairs. The Committee will meet and mutually select a third party facilitator. Failing to do so, William Kaplan will appoint the facilitator.
3. The Hospitals and the Union will be responsible for their own expenses, but they will share equally in the fees of the expenses of the facilitator.
4. The Committee will meet monthly or as otherwise agreed by the parties or directed by the facilitator.
5. The Committee will immediately request from all participating Hospitals a copy of their current benefit plan master policies as they pertain exclusively to CUPE and booklets to be provided within 90 days of the request.
6. The Committee will review those plans and determine what, if any, variations exist among the plans.



7. The Committee will also consider whether, without reducing the level of benefits provided at each individual participating Hospital, there are cost saving mechanisms available to the parties.
8. The Committee may retain expert assistance, the cost of which shall be borne equally by the Hospitals and the Union. Should the Hospitals and the Union not agree on retaining expert assistance, the decision of the facilitator shall be binding.
9. The Committee shall complete its work and prepare a final report within eighteen months, unless the parties agree otherwise. The parties agree that this memorandum of agreement and the report of the Committee shall not be introduced or relied upon by either party in any proceedings whatsoever. However, it is agreed and understood that the data collected may be relied upon by either party for any purpose in any proceeding.

## **LETTER OF UNDERSTANDING RE: LUMP SUM PAYMENT**

### First Year of Agreement

A lump sum payment is payable to all employees on staff as at September 28, 2014 on the basis of 0.7% of their straight time hourly rate per hour paid for the period September 29, 2013 – September 28, 2014.

The lump sum payment is not to be taken into account for the calculation of any other entitlement under the terms of the collective agreement (including, but not limited to, pension, percentage in lieu, vacation, SUB, etc.). The payment is subject to statutory deductions and will be paid on a separate cheque/deposit. Payment is to be made within three (3) full pay periods of the effective date (i.e. September 28, 2014).

The premium portion of overtime/premium pay hours does not count towards the calculation of paid hours. For example, one hour at premium pay is equal to one hour paid for the purposes of this calculation.

Employees on pregnancy and/or parental leave and/or disability will be credited for hours worked in an amount equal to their accumulation of seniority during such leave.

### Second Year of Agreement

A lump sum payment is payable to all employees on staff as at September 28, 2015 on the basis of 0.7% of their straight time hourly rate per hour paid for the period September 29, 2014 – September 28, 2015.

The lump sum payment is not to be taken into account for the calculation of any other entitlement under the terms of the collective agreement (including, but not limited to, pension, percentage in lieu, vacation, SUB, etc.). The payment is subject to statutory deductions and will be paid on a separate cheque/deposit. Payment is to be made within three (3) full pay periods of the effective date (i.e. September 28, 2015).

The premium portion of overtime/premium pay hours does not count towards the calculation of paid hours. For example, one hour at premium pay is equal to one hour paid for the purposes of this calculation.

Employees on pregnancy and/or parental leave and/or disability will be credited for hours worked in an amount equal to their accumulation of seniority during such leave.

### Third Year of Agreement

A lump sum payment is payable to all employees on staff as at September 28, 2016 on the basis of 0.7% of their straight time hourly rate per hour paid for the period September 29, 2015 – September 28, 2016.

The lump sum payment is not to be taken into account for the calculation of any other entitlement under the terms of the collective agreement (including, but not limited to, pension, percentage in lieu, vacation, SUB, etc.). The payment is subject to statutory deductions and will be paid on a separate cheque/deposit. Payment is to be made within three (3) full pay periods of the effective date (i.e. September 28, 2016).

The premium portion of overtime/premium pay hours does not count towards the calculation of paid hours. For example, one hour at premium pay is equal to one hour paid for the purposes of this calculation.

Employees on pregnancy and/or parental leave and/or disability will be credited for hours worked in an amount equal to their accumulation of seniority during such leave.

#### Fourth Year of Agreement

A lump sum payment is payable to all employees on staff as at September 28, 2017 on the basis of 0.7% of their straight time hourly rate per hour paid for the period September 29, 2016 – September 28, 2017.

The lump sum payment is not to be taken into account for the calculation of any other entitlement under the terms of the collective agreement (including, but not limited to, pension, percentage in lieu, vacation, SUB, etc.). The payment is subject to statutory deductions and will be paid on a separate cheque/deposit. Payment is to be made within three (3) full pay periods of the effective date (i.e. September 28, 2017).

The premium portion of overtime/premium pay hours does not count towards the calculation of paid hours. For example, one hour at premium pay is equal to one hour paid for the purposes of this calculation.

Employees on pregnancy and/or parental leave and/or disability will be credited for hours worked in an amount equal to their accumulation of seniority during such leave.

## **LETTER OF UNDERSTANDING**

The parties agree that grievances related to 3.02, if any, will be heard before Arbitrator William Kaplan (with nominees).

## **APPENDIX OF LOCAL ISSUES**

### **ARTICLE A - RECOGNITION**

**A.01** The Health Centre recognizes the Union as the sole and exclusive collective bargaining agent of all lay employees of the Health Centre save and except professional medical staff, graduate nursing staff, under-graduate nurses, graduate pharmacists, under-graduate pharmacists, graduate dietitians, student dietitians, technical personnel, supervisors, persons above the rank of supervisor, chief engineer, office staff, persons regularly employed for not more than twenty-four (24) hours per week, students employed during the school vacation period and persons covered by subsisting Collective Agreements.

### **ARTICLE B - RESERVATION OF MANAGEMENT RIGHTS**

**B.01** The Union acknowledges that, except as expressly modified by any other article of this Collective Agreement, it is the exclusive right and function of the Health Centre to manage and direct its operations and affairs in all respects and, without limiting or restricting this right and function:

- (a)** to maintain order, discipline and efficiency, and to make, alter and enforce rules and regulations, to be observed by employees;
- (b)** to hire, retire, classify, direct, promote, demote, transfer, discipline, suspend and discharge employees, to assign employees to shift, and to increase and decrease working forces, providing that a claim of discriminatory retirement, classification, promotion, demotion, discipline, or suspension, or a claim by an employee, who has passed his probationary period, that he has been discharged without reasonable cause, may become the subject of a grievance and be dealt with as hereinafter provided.
- (c)** to generally manage the Health Centre and, without restricting the generality of the foregoing, to determine the number and location of Health Centre establishments, the services to be rendered, the methods, the work procedures, the kinds and locations of machines, tools, instruments and equipment to be used; to select, control and direct the use of all materials required in the operation of the Health Centre; to schedule the work and services to be provided and performed, and to make, alter and enforce regulations governing the use of materials, equipment and services as may be deemed necessary in the interest of the safety, health and well-being of the Health Centre's patients and the public.

**B.02** The Health Centre agrees that the rights described in this article shall be exercised in a manner consistent with all provisions of this agreement.

## **ARTICLE C - UNION SECURITY**

### **C.01 Dues Deduction**

It is agreed and understood that all present and future employees, after completing one (1) month of continuous employment shall be required to permit the Health Centre to deduct initiation fees and thereafter one each month from the pay of each employee an amount equivalent to the regular monthly dues of the Union, and to remit such deductions to the Secretary/Treasurer of the Union, no later than the first day of the following month. The Union shall notify the Health Centre in writing of the amount of the levy and when it changes and do so one (1) month prior to any change becoming effective.

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

## **ARTICLE D - UNION REPRESENTATION AND COMMITTEES**

### **D.01 Local Bargaining Committee**

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

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

The Health Centre will grant one (1) day of prep time allotted for bargaining, paid by the Union for members of the Local Bargaining Committee. Such days will be in addition to the Union Leave of Absence Days provided for in Article N.09 (FT Service).

### **D.02 National Representative**

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

### **D.03 Union Stewards**

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

(a)	Patient Care Units	7
(b)	Environmental Services - Days	2
	- Evenings	1
(c)	Materials Management	2
(d)	Nutrition Services	2
(e)	Withdrawal Management Services	1
(f)	Maintenance	1
(g)	Chief Steward	1
(h)	Weekend	1
		18 Stewards

### **D.04 Grievance Committee**

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

## **ARTICLE E - HOURS OF WORK**

### **E.01 SCHEDULING**

The Health Centre shall endeavour to equitably distribute tours of duty within classifications over a posted time schedule. One weekend off in four (4) will be scheduled unless the employee waives this right.

In no instance will an employee be normally required to work more than seven (7) consecutive days without receiving his time off. An employee who is required to work more than seven (7) consecutive days shall be paid overtime rates until the next day off begins for the time worked that exceeds seven (7) consecutive days. Requests for changes in the posted time schedule must be submitted in writing on the appropriate form, co-signed by the employee willing to exchange days off or scheduled work. However, a request for a schedule change by an employee or the exchange of shifts by employees with the consent of the Health Centre shall not result in overtime payment.

The schedule shall be posted at least two (2) weeks in advance of it going into effect showing shifts to be worked and days off and will not be changed after posting except for good reason

**E.02     SPLIT SHIFTS**

There shall be no split shifts.

**ARTICLE F - PREMIUM PAYMENT**

**F.01     Equitable Distribution**

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

**ARTICLE G - PAID HOLIDAYS**

**G.01     Paid Holidays**

The following holidays will be recognized by the Health Centre:

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

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

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

**ARTICLE H - VACATION ADMINISTRATIVE PROVISIONS**

**H.01     Eligibility**

Vacation pay will be paid out each pay period as a percentage of gross salary for work performed.

**H.02     Seniority Rights**

When employees in a particular working group, as defined by the Health Centre, desire the same or overlapping vacation periods which, because of



staffing requirements by the Health Centre, are not permitted, then the seniority of the employees directly affected shall govern in the assignment of vacation. A claim of precedence due to seniority shall be exercised only once in each fiscal year.

### **H.03 Weekends Off**

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

### **H.04 Vacation Schedules**

Vacation request lists for the fiscal year shall be posted February 1 and shall be removed by the Manager or designate on March 1. Approved vacation schedules will be posted 14 days later. Employees will submit their requests during the month of February. In the event of conflict, seniority shall govern. Consistent with Article H.02. Any remaining available time for vacation shall be submitted on the appropriate form at least three (3) weeks in advance before the time schedule is posted and shall be granted on a first come, first serve basis.

## **ARTICLE I - SICK LEAVE**

### **I.01 Notification**

It is the employee's responsibility to notify his department supervisor or, to comply with any alternate arrangement required by his department, of his expected absence and term of absence in time to arrange for a replacement or rearrangement of the employee's work schedule

### **I.02 Extended Leave of Absence**

Employees will receive written notice after an absence of 24 months and the Union will be copied.

### **I.03 Modified Work**

The Health Centre will notify the President of the Local of the names of all bargaining unit employees who go off work due to a work related injury or go on Long Term Disability.

The Health Centre and the Union are committed to a consistent, fair approach to meeting the needs of disabled workers, to restoring them to work which is meaningful for them and valuable to the Health Centre, and to meeting the parties' responsibilities under the law.

To that end, the Health Centre and the Union agree to co-operate in facilitating the return to work of disabled employees. The Health Centre and the Union agree that ongoing and timely communication by all participants in this process is essential to the success of the process.

When it has been medically determined that an employee is unable to return to the full duties of her/his position due to a disability, the Health Centre will notify and meet with a member of the Local Executive and a member of CUPE staff (unless such attendance causes an unreasonable delay) to discuss the circumstances surrounding that employee's return to suitable work.

## **ARTICLE J - SENIORITY**

### **J.01 Seniority List**

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

## **ARTICLE K - OCCUPATIONAL CLASSIFICATIONS AND WAGE RATES**

### **K.01 Lead Hand**

A Lead Hand as long as he is so appointed by the Health Centre shall receive a premium of one dollar (\$1.00) per hour.

## **ARTICLE L - CHANGES**

**L.01** Each employee shall be solely responsible to keep the Health Centre informed in writing of any change to their personal status, dependent status, name, address and telephone number.

## **ARTICLE M - CORRESPONDENCE**

**M.01** All correspondence between the parties arising out of the Agreement or incidental hereto shall pass to and from the Manager, Human Resources, and the President and Secretary of the Union.

## **M.02 Supervisory Appointment**

Upon hire or transfer, the Health Centre will advise the Union in writing of any supervisory appointments directly concerned with members of the bargaining unit.

## **ARTICLE N - GENERAL**

### **N.01 Collective Agreement**

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

### **N.02 Bulletin Boards**

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

### **N.03 Uniforms**

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

### **N.04 Transportation Allowance**

When an employee is required to travel to the Health Centre or return to his/her home as a result of reporting to or off work between the hours of 2400 hours and 0600 hours, the Health Centre will pay the transportation cost either by taxi or by own vehicle at the rate of 43 cents per kilometre to a maximum of \$25.00. The employee will provide to the Health Centre satisfactory proof of expense. However, this allowance will not apply to shifts which normally commence before 0600.

### **N.05 Meal Allowance**

When an employee is required to and does work for three (3) or more hours of overtime after his normal shift, he shall be provided with a meal ticket up to the value of \$9.50, or \$9.50 if the Health Centre is unable to provide the meal or has been unable to schedule a meal break during the overtime period. The meal ticket must be used or exchanged within thirty (30) days from the date of issuance. Notwithstanding the foregoing, where the overtime assignment is for

a period of three (3) hours, no more or less, the employee is not required to take a meal, if available, and may claim the nine dollars and fifty cents (\$9.50) payment. Call back shall not be considered as hours worked for the purposes of this Article.

**N.06 Pay**

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

**N.07 Parking**

For leaves in excess of three (3) weeks payroll deductions shall cease. Payroll deductions shall commence upon the employees return to work.

**N.08 Union Leave of Absence**

For leaves in Leaves of absence for employees to attend Union business under Article 12.02 shall not exceed one hundred and eighty days (180) collectively across all bargaining units, in any calendar year.

**ARTICLE O - HEALTH AND SAFETY**

**O.01 ACCIDENT PREVENTION - HEALTH AND SAFETY COMMITTEE**

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

- (a) It is in the mutual interests of the parties to promote health and safety in the workplace and to prevent and reduce the occurrence of workplace injuries and occupational diseases. The parties agree that employees have the right to a safe and healthy work environment and that health and safety is of the utmost importance. The parties agree to promote health and safety and wellness. The parties further agree that when faced with occupational health and safety decisions, the Health Centre will not await full scientific or absolute certainty before taking reasonable action(s) that reduces risk and protects employees. 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.
- (b) The parties fully endorse the responsibilities of employer and employee under the Occupational Health and Safety Act. Accordingly, the provisions of the Occupational Health and Safety Act are incorporated into and form part of this collective agreement and the rights and responsibilities set out therein will not be diminished.

- (c) Recognizing its responsibilities under the applicable legislation, the Health Centre agrees to accept as members of its Accident Prevention – Health and Safety Committee two (2) representatives selected or appointed by the Union from amongst full-time bargaining unit employees.
- (d) Such committee shall identify potential dangers and hazards, institute means of improving health and safety programs and recommend actions to be taken to improve conditions related to safety and health. The Health Centre agrees to cooperate in providing necessary information and management support to enable the Health and Safety Committee to fulfill its functions. In addition, the Health Centre will provide the Health and Safety Committee with access to all accident reports, health and safety records and other pertinent information in its possession. The Health and Safety Committee shall respect the confidentiality of the information.
- (e) Meetings shall be held every second month or more frequently at the call of the chair if required. The Committee shall maintain minutes of all meetings and make the same available for review.
- (f) Any representative appointed or selected in accordance with O.01 (c) hereof shall serve for a term of one calendar year from the date of appointment which may be renewed for further periods of one year. Time off for such representatives to attend meetings of the Accident Prevention – Health and Safety Committee in accordance with the foregoing shall be granted and any representative(s) attending such meetings during their regularly scheduled hours of work shall not lose regular earnings as a result of such attendance.
- (g) The Union agrees to endeavor to obtain the full cooperation of its membership in the observation of all safety rules and practices.
- (h) 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.
- (i) 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.
- (j) Pregnant employees may request to be transferred from their current duties if, in the professional opinion of the employee's physician, the pregnancy may be at risk. If such a transfer is not feasible, the pregnant employee, if she so

requests, will be granted an unpaid leave of absence before commencement of the maternity leave referred to in Article 12.06.

- (k) 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 medications shall be provided at no cost to the employee.
- (l) The Health Centre accepts that one CUPE member on the Joint Occupational Health and Safety Committee will be trained and will act as a certified worker under the Occupational Health and Safety Act. Any costs associated with the training of a certified worker will be paid by the Health Centre.

The Health Centre agrees to provide the employee and the Union representative on the Health and Safety Committee with a copy of the Workplace Safety Insurance Board Form 7 (absent the Social Insurance Number and Date of Birth) at the same time it is sent to W.S.I.B.

#### **O.02 Protective Footwear**

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

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

In addition, all workers required to wear Protective Safety Footwear in accordance with the Health Centre's Footwear Policy will receive the Protective Footwear allowance provided in Article 19.01 – Protective Footwear.

#### **O.03 Violence in the Workplace**

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.

### **ARTICLE P - RPN RENEWAL OF CERTIFICATE OF REGISTRATION**

Registered Practical Nurse (RPN) is required to present to the Chief Nursing Executive or designate on or before February 15 of each year, evidence that

her or his of Certificate of Registration is in good standing and currently in effect. Such time will be extended for reasons where the College of Nurses of Ontario permits the RPN's Certificate of Registration to remain in effect. If the RPN's Certificate of Registration is suspended by the College of Nurses of Ontario for non-payment of the annual fee, the RPN will be placed on non-disciplinary suspension without pay. If the RPN presents evidence that her or his Certificate of Registration has been reinstated, she or he shall be reinstated to her or his position effective upon presenting such evidence. Failure to provide evidence within 90 calendar days of the RPN being placed on non-disciplinary suspension by the Health Centre will result in the RPN being terminated from the employ of the Health Centre. Such termination shall not be the subject of a grievance or arbitration.

#### **P.01 Mentorship**

Registered Practical Nurses (RPNs) may, from time to time, be assigned a formal mentorship role for a designated nurse. Mentorship is a formal supportive relationship between two (2) RPNs, which results in the professional growth and development of an individual practitioner to maximize her or his clinical practice. The relationship is time limited and focused on goal achievement. Orientation to the organization or general functioning of the unit does not constitute mentorship.

After consultation with the RPN being mentored and the mentor, the Health Centre will identify the experiences required to meet her or his learning needs, will determine the duration of the mentorship assignment and expectations of the mentor, and appropriate training.

The Health Centre selects and assigns the mentor for a given mentoring relationship.

The Health Centre will pay the RPN for this assigned additional responsibility a premium of sixty cents (\$0.60) per hour, in addition to her or his regular salary and applicable premium allowance.

**APPENDIX 'A'**

**C.U.P.E. FULL-TIME & PART-TIME SERVICE SCALES  
WAGE RATES AND OCCUPATIONAL CLASSIFICATIONS  
FOR THE COLLECTIVE AGREEMENT TERM  
SEPTEMBER 29, 2013 - SEPTEMBER 28, 2017**

**SERVICE PAY LEVEL 13**

EFFECTIVE DATE	STEP 1	STEP 2	STEP 3	STEP 4
SEPT.29/13 (0.7%)	\$27.814	\$28.311	\$28.821	\$29.377
SEPT.29/14 (0.7%)	\$28.009	\$28.509	\$29.023	\$29.583
SEPT.29/15 (0.7%)	\$28.205	\$28.709	\$29.226	\$29.790
SEPT.29/16 (0.7%)	\$28.402	\$28.910	\$29.431	\$29.999

**POSITION TITLE**

BUILDING SYSTEMS OPERATOR

REFRIGERATION & CONTROLS SPECIALIST

**SERVICE PAY LEVEL 12-A**

EFFECTIVE DATE	STEP 1	STEP 2	STEP 3	STEP 4
SEPT.29/13 (0.7%)	\$26.489	\$26.963	\$27.449	\$28.750
SEPT.29/14 (0.7%)	\$26.674	\$27.152	\$27.641	\$28.951
SEPT.29/15 (0.7%)	\$26.861	\$27.342	\$27.834	\$29.154
SEPT.29/16 (0.7%)	\$27.049	\$27.533	\$28.029	\$29.358

**POSITION TITLE**

ELECTRICIAN

PLUMBER

R.P.N.

**COMPARATOR - MECHANIC**



**C.U.P.E. FULL-TIME & PART-TIME SERVICE SCALES  
WAGE RATES AND OCCUPATIONAL CLASSIFICATIONS  
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SEPTEMBER 29, 2013 - SEPTEMBER 28, 2017**

**SERVICE PAY LEVEL 12**

EFFECTIVE DATE	STEP 1	STEP 2	STEP 3	STEP 4
SEPT.29/13 (0.7%)	\$26.489	\$26.963	\$27.449	\$27.978
SEPT.29/14 (0.7%)	\$26.674	\$27.152	\$27.641	\$28.174
SEPT.29/15 (0.7%)	\$26.861	\$27.342	\$27.834	\$28.371
SEPT.29/16 (0.7%)	\$27.049	\$27.533	\$28.029	\$28.570
<b>POSITION TITLE</b>				
MECHANIC				

**SERVICE PAY LEVEL 11**

EFFECTIVE DATE	STEP 1	STEP 2	STEP 3	STEP 4
SEPT.29/13 (0.7%)	\$25.665	\$26.137	\$26.601	\$27.078
SEPT.29/14 (0.7%)	\$25.845	\$26.320	\$26.787	\$27.268
SEPT.29/15 (0.7%)	\$26.026	\$26.504	\$26.975	\$27.459
SEPT.29/16 (0.7%)	\$26.208	\$26.690	\$27.163	\$27.651
<b>POSITION TITLE</b>				
CARPENTER				
PAINTER/FINISHER				

**C.U.P.E. FULL-TIME & PART-TIME SERVICE SCALES  
WAGE RATES AND OCCUPATIONAL CLASSIFICATIONS  
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**SERVICE PAY LEVEL 10**

EFFECTIVE DATE	STEP 1	STEP 2	STEP 3	STEP 4
SEPT.29/13 (0.7%)	\$25.610	\$26.039	\$26.489	\$26.963
SEPT.29/14 (0.7%)	\$25.789	\$26.221	\$26.674	\$27.152
SEPT.29/15 (0.7%)	\$25.970	\$26.405	\$26.861	\$27.342
SEPT.29/16 (0.7%)	\$26.152	\$26.590	\$27.049	\$27.533
<b>POSITION TITLE</b>				
UTILITY FINISHER				

**SERVICE PAY LEVEL 9**

EFFECTIVE DATE	STEP 1	STEP 2	STEP 3	STEP 4
SEPT.29/13 (0.7%)	\$25.192	\$25.666	\$26.139	\$26.601
SEPT.29/14 (0.7%)	\$25.368	\$25.846	\$26.322	\$26.787
SEPT.29/15 (0.7%)	\$25.546	\$26.027	\$26.506	\$26.975
SEPT.29/16 (0.7%)	\$25.725	\$26.209	\$26.692	\$27.164
<b>POSITION TITLE</b>				
PAINTER				

**C.U.P.E. FULL-TIME & PART-TIME SERVICE SCALES  
WAGE RATES AND OCCUPATIONAL CLASSIFICATIONS  
FOR THE COLLECTIVE AGREEMENT TERM  
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<b>SERVICE PAY LEVEL 8</b>				
EFFECTIVE DATE	STEP 1	STEP 2	STEP 3	STEP 4
SEPT.29/13 (0.7%)	\$24.251	\$24.722	\$25.191	\$25.664
SEPT.29/14 (0.7%)	\$24.421	\$24.895	\$25.367	\$25.844
SEPT.29/15 (0.7%)	\$24.592	\$25.069	\$25.545	\$26.025
SEPT.29/16 (0.7%)	\$24.764	\$25.244	\$25.723	\$26.207
<b>POSITION TITLE</b>				
MAINTENANCE HELPER				

<b>SERVICE PAY LEVEL 7</b>					<b>LH-7</b>
EFFECTIVE DATE	STEP 1	STEP 2	STEP 3	STEP 4	<b>LEAD HAND*</b>
SEPT.29/13 (0.7%)	\$22.563	\$22.923	\$23.293	\$23.686	\$24.686
SEPT.29/14 (0.7%)	\$22.721	\$23.083	\$23.456	\$23.852	\$24.852
SEPT.29/15 (0.7%)	\$22.880	\$23.245	\$23.620	\$24.019	\$25.019
SEPT.29/16 (0.7%)	\$23.040	\$23.408	\$23.785	\$24.187	\$25.187
<b>POSITION TITLE</b>					
ADDICTION SERVICE WORKER					
BAKER					
CARDIO./RESPIRATORY ASSISTANT					
C.C.U. ASSISTANT					
C.H.C. ASSISTANT					
COOK					
CYSTO. ASSISTANT					
EMERGENCY DEPT. ATTENDANT					
FAMILY MEDICINE ASSISTANT					
HEALTH CARE ATTENDANT					
<b>HEALTH CARE ATTENDANT - LEAD HAND*</b>					
I.C.U. ASSISTANT					
SURGICAL DEPT. ASSISTANT					
<b>COMPARATOR - COOK</b>					

**C.U.P.E. FULL-TIME & PART-TIME SERVICE SCALES  
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<b>SERVICE PAY LEVEL 6</b>					<b>LH-6</b>
<b>EFFECTIVE DATE</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>LEAD HAND*</b>
SEPT.29/13 (0.7%)	\$21.899	\$22.224	\$22.563	\$22.923	\$23.923
SEPT.29/14 (0.7%)	\$22.052	\$22.380	\$22.721	\$23.083	\$24.083
SEPT.29/15 (0.7%)	\$22.206	\$22.537	\$22.880	\$23.245	\$24.245
SEPT.29/16 (0.7%)	\$22.361	\$22.695	\$23.040	\$23.408	\$24.408
<b>POSITION TITLE</b>					
C.S. ASSISTANT					
C.S. ASSISTANT - LEAD HAND*					
PRINTER					
PRINTER - LEAD HAND*					
SNACK BAR COOK					
STOREKEEPER					
STOREKEEPER - LEAD HAND*					
UNIT CLERK (M/O)					
UNIT CLERK (U/P)					
<b>COMPARATOR - MULTILITH OPERATOR/STOREKEEPER</b>					

<b>SERVICE PAY LEVEL 5</b>					<b>LH-5</b>
<b>EFFECTIVE DATE</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>LEAD HAND*</b>
SEPT.29/13 (0.7%)	\$21.289	\$21.587	\$21.891	\$22.214	\$23.214
SEPT.29/14 (0.7%)	\$21.438	\$21.738	\$22.044	\$22.369	\$23.369
SEPT.29/15 (0.7%)	\$21.588	\$21.890	\$22.198	\$22.526	\$23.526
SEPT.29/16 (0.7%)	\$21.739	\$22.043	\$22.353	\$22.684	\$23.684
<b>POSITION TITLE</b>					
CUSTODIAN					
CUSTODIAN - LEAD HAND*					

**C.U.P.E. FULL-TIME & PART-TIME SERVICE SCALES  
WAGE RATES AND OCCUPATIONAL CLASSIFICATIONS  
FOR THE COLLECTIVE AGREEMENT TERM  
SEPTEMBER 29, 2013 - SEPTEMBER 28, 2017**

<b>SERVICE PAY LEVEL 4</b>					<b>LH-4</b>
<b>EFFECTIVE DATE</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>LEAD HAND*</b>
SEPT.29/13 (0.7%)	\$21.280	\$21.582	\$21.885	\$22.202	\$23.202
SEPT.29/14 (0.7%)	\$21.429	\$21.733	\$22.038	\$22.357	\$23.357
SEPT.29/15 (0.7%)	\$21.579	\$21.885	\$22.192	\$22.513	\$23.513
SEPT.29/16 (0.7%)	\$21.730	\$22.038	\$22.347	\$22.671	\$23.671
<b>POSITION TITLE</b>					
GROUNDSKEEPER					
WASTE ATTENDANT					
WASTE ATTENDANT - LEAD HAND*					

<b>SERVICE PAY LEVEL 3</b>			
<b>EFFECTIVE DATE</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>
SEPT.29/13 (0.7%)	\$21.303	\$21.602	\$21.923
SEPT.29/14 (0.7%)	\$21.452	\$21.753	\$22.076
SEPT.29/15 (0.7%)	\$21.602	\$21.905	\$22.231
SEPT.29/16 (0.7%)	\$21.753	\$22.058	\$22.387
<b>POSITION TITLE</b>			
GLASSWASHER			

**C.U.P.E. FULL-TIME & PART-TIME SERVICE SCALES  
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<b>SERVICE PAY LEVEL 2</b>			
EFFECTIVE DATE	STEP 1	STEP 2	STEP 3
SEPT.29/13 (0.7%)	\$21.156	\$21.450	\$21.751
SEPT.29/14 (0.7%)	\$21.304	\$21.600	\$21.903
SEPT.29/15 (0.7%)	\$21.453	\$21.751	\$22.056
SEPT.29/16 (0.7%)	\$21.603	\$21.903	\$22.210
<b>POSITION TITLE</b>			
PORTER			
UNIT SERVICE AIDE			
<b>COMPARATOR - PORTER</b>			

<b>SERVICE PAY LEVEL 1</b>				<b>LH-1</b>
EFFECTIVE DATE	STEP 1	STEP 2	STEP 3	
SEPT.29/13 (0.7%)	\$21.053	\$21.339	\$21.641	<b>LEAD HAND*</b>
SEPT.29/14 (0.7%)	\$21.200	\$21.488	\$21.792	\$22.641
SEPT.29/15 (0.7%)	\$21.348	\$21.638	\$21.945	\$22.792
SEPT.29/16 (0.7%)	\$21.497	\$21.789	\$22.099	\$22.945
<b>POSITION TITLE</b>				\$23.099
CASHIER				
CLEANER				
<b>CLEANER - LEAD HAND*</b>				
DIETARY AIDE				
KITCHEN HELPER				
LINEN ASSISTANT				
PHARMACY MESSENGER ( <i>Retain for PE</i> )				
<b>COMPARATOR - CLEANER/MESSENGER</b>				

**APPENDIX “B”**

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

Re: Office Space

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

1. The Union agrees to utilize and maintain this office space consistent with the philosophy of the Health Centre.
2. The Health Centre will have access to this office for cleaning, maintenance and emergency purposes.
3. The Union will not be required to share the office with another Union.
4. The Union will pay for all related telephone charged on a monthly basis including installation. All long distance calls will go through the switchboard.
5. The Health Centre will give the Union at least 90 days notice to vacate the premises if they can no longer provide this space or an alternate space.
6. The Union agrees to accept this notice and agrees to vacate the premises with 90 day period.

Dated at Toronto, Ontario, this \_\_\_\_\_ day of \_\_\_\_\_ 2016.

**For The Health Centre**

**For the Local Union**

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**APPENDIX “B”**

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

Re: Performance Evaluation

Any completed performance evaluation shall be reviewed with the employee who shall initial such evaluation as having been read and shall have the opportunity to add his views prior to it being placed in his file. Upon request, a copy of the evaluation will be provided to the employee.

**Dated at Toronto, Ontario, this \_\_\_\_\_ day of \_\_\_\_\_ 2016.**

**For The Health Centre**

**For the Local Union**

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Dated at Toronto, Ontario, this \_\_\_\_ day of \_\_\_\_\_ 2016.

**For The Health Centre**

**For the Local Union**

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