

COMBINED FULL-TIME/PART-TIME

COLLECTIVE AGREEMENT

between

JOHNSON CONTROLS CANADA LP

(hereinafter called the "Employer")

and

CUPE LOCAL 145.5

(hereinafter called the "Union")

Expiry Date: September 28, 2025

:rjd/cope 491

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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 Employer and the employees covered by this Agreement; to provide for ongoing means of communication between the Union and the Employer 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 Employer to ensure that the operation and maintenance of the Hospital meets the Employer's contractual commitments and obligations.

1.02 - Feminine/Masculine Pronouns

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

ARTICLE 2 - DEFINITIONS

2.01 - Temporary Employee

Employees may be hired for a specific term not to exceed six (6) months, to replace an employee who will be on approved leave of absence, absence due to W.S.I.B. disability, sick leave, long term disability or to perform a special non-recurring task. This term may be extended up to a further six (6) months on mutual agreement of the Union, employee and Employer or by the Employer 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 Employer 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 following clause is applicable to part-time employees only)

The Employer 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.

The Employer agrees that part time employees will not be used in such a way as to reduce or limit the number of full time positions within the bargaining unit and/or for the purpose of avoiding the creation of a full time position.

2.03 - Part-Time Employee

A part-time employee is one who is normally scheduled for less than the standard hours per week as specified in this collective agreement. Commitment for Regular Part-time employees is a declared commitment between 0.2 and 0.8 F.T.E. annually.

2.04 - Casual Employee

A casual employee is one who is not regularly scheduled to work and who is employed under an arrangement whereby the person may elect to work or not for a temporary period when requested to do so.

Casual employees shall not be pre-booked or regularly scheduled on weekly schedules until such time as all available full time and part time employees have been scheduled.

2.05 – Recognition

The Employer recognizes the Union as sole and exclusive bargaining agent for all employees employed by Johnson Controls Canada LP at the Milton Hospital site in the town of Milton, save and except Professional Engineers, supervisors and persons above the rank of Professional Engineers and supervisor, office and clerical employees.

2.06 – Employee

“Employee” means a person employed by the Employer within the bargaining unit defined in article 2.05, above.

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

The Union shall be provided a copy of any written notice provided to an employee that they 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 Hospital 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.

3.03 - Management Rights

The Union acknowledges that, except as expressly modified by this collective agreement, it is the exclusive function of the Employer to manage and direct its operations and affairs in all respects and, without limiting or restricting that function:

- (a) to determine the policy of the Employer and direct its operations;
- (b) to maintain order, discipline and efficiency, and to make alter and enforce rules and regulations to be observed by employees;

- (c) to determine the number and location of the Employer's 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 Employer; to schedule the work and services to be provided and performed, and to make, alter and enforce regulations governing the use of materials, equipment, services and facilities as may be deemed necessary in the interests of the safety and well being of the Hospital patients and public;
- (d) to hire, classify, direct, promote, demote, transfer, lay-off, discipline, suspend and discharge employees, and to assign employees to shifts, and to increase and decrease the workforces, provided that a claim of discriminatory demotion, transfer, discipline or suspension, or a claim by an employee that he has been discharged without reasonable cause may become the subject of a grievance and be dealt with as hereinafter provided.

The Employer agrees that the rights described in this article shall be exercised in a manner consistent with all provisions of this Agreement.

3.04 - Correspondence

All correspondence between the parties hereto arising out of this agreement or incidental thereto, shall pass to/from the Customer Business Manager or his/her designate of the Employer and the President and the Chief Steward of Local Union 145.

Letters of discipline and/or discharge shall be copied to the Local Union.

3.05 - Notice of Resignation

An employee who resigns will provide the Employer with a minimum of two (2) weeks' notice in writing.

ARTICLE 4 - STRIKES & LOCKOUTS

The Union agrees there shall be no strikes and the Employer 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*.

"Collective bargaining disputes arising under this Collective Agreement are subject to the Hospital Labour Disputes Arbitration Act ("HLDAA").

ARTICLE 5 - UNION SECURITY

5.01 - T4 Slips

The Employer 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 Employer's payroll system.

5.02 - Notification to Union

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

The Employer will provide the Union with the current mailing address, personal email address if available and phone number(s) it has on record of all members of the bargaining unit twice (2) a year in electronic form.

5.03 - Employee Interview

A new employee will have the opportunity to meet with a representative of the Union in the employ of the Employer 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 Employer 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 Employer 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 Employer without proper authorization from the union.

5.05 - Dues Deduction

- (a) All employees in the bargaining unit will have deducted from their pay an amount equal to the Union dues. Such deductions shall be made from each pay as a

percentage of earnings and such monies shall be remitted to the National Secretary-Treasurer of the Canadian Union of Public Employees on or before the tenth (10) day of the following month.

Deductions so remitted shall be accompanied by a list of those employees from whom the deductions were made.

- (b) As a condition of employment Employees shall become members of the Union on their date of hire.
- (c) In consideration of the deducting and forwarding of Union dues by the Employer, the Union shall indemnify and save harmless the Employer against any claims or liability arising out of the operation of this Article.

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 Employer premises or on Employer time without the prior approval of the Employer, except as specifically provided for in this Agreement. Such approval will not be unreasonably denied.

6.02 - Labour-Management Committee

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

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

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

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

It is also agreed that the topic of the utilization of full-time and part-time staff is an appropriate topic for the Labour-Management Committee. The committee shall

have access to work schedules and job postings upon request.

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

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

6.03 - Bargaining Committee

The Employer agrees to recognize a negotiating committee comprised of not more than two (2) employee representatives of the Union. The Employer 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 Employer.

The Union shall keep the Employer informed, in writing, of the names of such Union Negotiation Committee members. It is understood and agreed that probationary employees shall not be eligible to serve as Union Negotiation Committee members.

When direct negotiations begin or end within ten (10) hours of a negotiating team member's scheduled shift, the Employer 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 - Union Stewards

The Employer agrees to recognize one (1) Steward and one (1) Alternate Steward 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.

The Alternate Steward, may in the absence of the Steward, assist in the presentation of any grievance, or with any steward function.

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

It is agreed that Union stewards have their regular duties and responsibilities to perform for the Employer and shall not leave their regular duties without first obtaining permission from their immediate supervisor.

When resuming his regular duties and responsibilities, such steward shall again report to his immediate supervisor. A Union steward shall suffer no loss of earnings for time spent in performing the above duties during his regular scheduled working hours.

Nothing in this Article shall preclude full-time stewards from representing part-time employees and vice-versa. Also, nothing in this Article shall preclude the President or Vice-President of the Local, or the National Representative from attending and presenting grievances.

6.05 - Grievance Committee

The Employer will recognize a Grievance Committee composed of the Chief Steward or Alternate Steward. 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 Employer 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 Employer up to, but not including arbitration.

6.06 - Restrictions on Union Leave

Having regard to the efficient operation of the Employer, leave for employees to represent the Union is conditional on the employees not being from the same work area. The total number of days in any one calendar year for leave for Union business for all Union members is not to exceed twenty (20) days. 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 Employer, unless not reasonably possible to give such notice.

6.07 - Central Bargaining Committee

- (a) In central bargaining between the Canadian Union of Public Employees and the participating hospitals, an employee serving on the Union's Central Negotiating Committee shall be paid for time lost from his normal straight time working hours at his regular rate of pay and without loss of leave credits for attending central negotiating meetings with the Hospitals' Central

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

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

The Union shall advise the Hospitals' Central Negotiating Committee, before negotiations commence, of those employees to be paid under this provision. The Hospital's Central Negotiating Committee shall advise the eight (8) Hospitals accordingly.

- (b) Having regard to the efficient operation of the Employer, Vice-Presidents of the Ontario Council of Hospital Unions shall be granted leave of absence by the employer in order to fulfil the duties of their position.

ARTICLE 7 - GRIEVANCE AND ARBITRATION PROCEDURES

7.01 - Definition of Grievance

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 - Representation at Time of Discipline

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 Employer shall notify the employee of this right in advance.

7.03 - Adjustment of Grievances

Complaint Step - Prior to Submitting a Grievance

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 Employee may have the assistance of a union steward if he or she so desires. Such complaint shall be discussed with his immediate supervisor within nine (9) calendar days after the circumstances giving rise to it have occurred or ought reasonably to have come to the attention of the employee and failing settlement within nine (9) calendar days, it shall then be taken up as a grievance within nine (9) calendar days following advice of his immediate supervisor's decision in the following manner and sequence:

Step No. 1

The employee, who may be accompanied by a steward, may submit a written grievance signed by the employee to the Supervisor or his/her designate. 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 Employer may, if they so desire, meet to discuss the grievance at a time and place suitable to both parties. The employee's manager 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 Director of Labour and Employee Relations. A meeting will then be held between the Customer Business Manager and Director of Labour and Employee Relations 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 Customer Business manager and the Director of Labour and Employee Relations may have such counsel and assistance as he may desire at such meeting. The decision of the Employer shall be delivered in writing within nine (9) calendar days following the date of such meeting.

7.04 - Policy Grievance

A complaint or grievance arising directly between the Employer 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 - Group Grievance

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 and signed by 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 - Discipline and Discharge Grievances

The release, discharge or other disciplining of an employee during the probationary period shall not be the subject of a grievance or arbitration as such a matter is not a difference between the Employer and the Union or the Employer and the probationary employee. 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 Employer 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 Employer'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 Employer deems it necessary to suspend or discharge an employee, the Employer shall notify the Union of such suspension or discharge in writing. The Employer agrees that it will not suspend, discharge or otherwise discipline an employee who has completed his probationary period, without just cause.

7.07 - Referral to Arbitration

- 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 - Settlements

All agreements reached under the Grievance Procedure between the representatives of the Employer and the representatives of the Union will be final and binding upon the Employer and the Union and the employees.

7.09 - Appointment of Board of Arbitration

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 - Limitation on Appointment to Board of Arbitration

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

7.11 - Exhausting Grievance Procedure

No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the Grievance Procedure.

7.12 - Powers of Board of Arbitration

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 - Decision of Board of Arbitration

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 - Arbitration Expenses

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 - Mandatory Time Limits

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, 1995*.

7.16 - Sole Arbitrator

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 Customer Business Manager or his/her 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 sixty (60) days of work (or 450 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 sixty (60) working days. With the written consent of the Employer, 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, or any extension thereto pursuant to this clause, is not a difference between the parties or between the Employer and the probationary employee and shall not be the subject of a grievance or arbitration unless the probationary employee is released for reasons which are arbitrary, discriminatory, in bad faith or for exercising a right under this Agreement.

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 and Casual Part-time employees, will accumulate seniority on the basis of one (1) year's seniority for each one thousand seven hundred and twenty-five (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.

Notwithstanding the above, a part-time employee cannot accrue more than one year's seniority in a twelve (12) month period. The twelve month period shall be January 1 to December 31.

9.03 - Seniority List

The Employer shall maintain a seniority list for full-time and part-time employees covered by this Agreement, which will indicate the total hours worked with the Employer within their classification. Up to date seniority lists will be prepared by the Employer and sent to the Chief Steward of the Union in April and October of each year.

9.04 - 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 Employer of such absence and providing to the Employer 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 Employer through registered mail addressed to the last address on the records of the Employer, subject to any special provisions regarding temporary vacancies noted under the heading of Layoff and Recall;

9.05 - Effect of Absence

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

Unless otherwise provided in the Collective Agreement:

- (a) It is understood that during an approved unpaid absence not exceeding thirty (30) continuous days or any approved absence paid by the Employer, both seniority and service will accrue.
- (b) During an unpaid absence exceeding thirty (30) continuous calendar days, credit for service for purposes of salary increment, vacation, sick leave, or any other benefits under any provisions of the Collective Agreement or elsewhere, shall be suspended for the period of the absence in excess of thirty (30) continuous calendar days, the benefits concerned appropriately reduced on a pro rata basis and the employee's anniversary date adjusted accordingly. In addition, the employee will become responsible for full payment of any subsidized employee benefits in which he/she is participating for the period of absence, except that the Employer will continue to pay its share of the premiums up to eighteen (18) months while an employee is in receipt of WSIB benefits. Notwithstanding this provision, service shall accrue for a period of fifteen (15) weeks if an

employee's absence is due to a disability resulting in WSIB benefits.

The Employer will continue to pay its share of the premiums up to thirty (30) months while an employee is in receipt of WSIB benefits or LTD benefits. Such payment shall also continue while an employee is on sick leave (including the Employment Insurance Period) to a maximum of thirty (30) months from the time the absence commenced.

- (c) It is further understood that during such unpaid absence, credit for seniority for purposes of promotion, demotion, transfer or lay-off shall be suspended and not accrue during the period of absence. Notwithstanding this provision, seniority shall accrue for the duration of the absence if an employee's absence is due to a disability resulting in WSIB benefits or LTD benefits or while an employee is on paid or unpaid sick leave (including the Employment Insurance Period).
- (d) Part-time employees shall accrue seniority for the duration of the absence if absent due to a disability resulting in WSIB or LTD benefits, or a disability in accordance with the Human Rights Code on the basis of what the employee's normal regular hours of work would have been.

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.

9.06 - 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 Employer, 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) days 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 Recording Secretary.
- (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) The Employer agrees that it shall post permanent vacant positions within 30 calendar days of the position becoming vacant, unless the Employer provides the Union notice under Article 9.09 of its intention to eliminate the position.

- (e) 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.
- (f) The name of the successful applicant will be posted on the bulletin board for a period of seven (7) calendar days with a copy provided to the Union.
- (g) Where there are no successful applicants from within this bargaining unit for vacant positions referred to in this Article, employees in other CUPE bargaining units at the Hospital will be selected in accordance with the criteria for selection above, prior to considering persons who are not members of CUPE bargaining units at the Hospital. The employees eligible for consideration shall be limited to those employees who have applied for the position in accordance with this Article, and selection shall be made in accordance with this Article.
- (h) The successful applicant shall be allowed a trial period of up to thirty (30) days, during which the Employer will determine if the employee can satisfactorily perform the job. Within this period the employee may voluntarily return or be returned by the Employer 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.
- (j) All temporary vacancies or temporary positions of greater than three months shall be posted and filled as above. A temporary vacancy shall be a vacancy created by an employee who, as permitted herein, will be returning to the vacated position. A temporary position shall be a position created for a limited or non-recurring task.
- (k) A part-time/casual employee may relieve in a full-time position for a period of six (6) months, or such other length of time as may be mutually agreed upon and still retain his part-time status.

9.07 - Transfer and Seniority out of the Bargaining Unit

- (a) It is understood that an employee shall not be transferred by the Employer 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 Union and the Employer. 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 Employer 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 nine (9) calendar months, he shall accumulate seniority during the period of time outside the bargaining unit.

9.08 - (A) Transfer of Seniority and Service / (B) Portability of Service / (C) Transformation in Healthcare

(a) Transfer of Seniority and Service

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 one thousand seven hundred and twenty-five (1725) hours worked.

The above noted employee shall be allowed a trial period of up to thirty (30) days, during which the Employer 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.

Portability of Service

- (b) An employee hired by the Employer with recent and related experience may claim consideration for such experience at the time of hiring on a form to be supplied by the Employer. Any such claim shall be accompanied by verification of previous related experience. The Employer shall then evaluate such experience during the probationary period following hiring. Where in the opinion of the Employer 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.

- (c) Transformation in Healthcare

Seniority Recognition

Without prejudice to the Union's or Employer's rights under the collective agreement or the Labour Relations 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 Employer. Such anniversary date shall be calculated in accordance with the relevant provisions of the relevant collective agreement.

Right to Return or Transfer

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

Without prejudice to the Union's or Employers' rights under the collective agreement or the Labour Relations 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 Employer for that 48 month period.

If they are the successful applicant, they will return to the employ of the Employer 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, 1995, as it may be amended from time to time.

9.09(a) - Notice and Redeployment Committee

(a) Notice

In the event of a proposed layoff at the Employer of a permanent or long-term nature or the elimination of a position within the bargaining unit, the Employer 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, 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) Redeployment Committee

The Labour Management Committee will be established not later than two (2) weeks after the notice referred to in 9.09 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).
- (2) Identify vacant positions in the Employer's operation at the Hospital or positions which are currently filled but which will become vacant within a twelve (12) month period and which are either:
 - (a) within the bargaining unit; or
 - (b) 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 9.12, the Employer 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 Committee shall follow the Labour Management Committee Structure outlined in 6.02.

(iii) Disclosure

The Employer shall provide to the Labour Management Committee all pertinent staffing and financial information.

(iv) Alternatives

The Labour Management Committee or where there is no consensus, the committee members shall propose alternatives to cutbacks in staffing to the Director of Labour and Employee Relations.

9.09(b) - Retirement Allowance

Prior to issuing notice of layoff pursuant to Article 9.09 (a)(ii) the Employer will offer early retirement allowance to a sufficient number of employees eligible for early retirement under HOOPP in order of seniority, to the extent that the maximum number of employees who elect early retirement is equivalent to the number of employees who would otherwise receive notice of layoff under Article 9.09(a)(ii).

The Employer need not approve an employee's request for an early retirement allowance if approving such allowance will not reduce the number of layoff notices which would otherwise be made 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 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.

9.09(c) - Voluntary Exit Option

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

- i) If more employees than are required are interested, the Employer will make its decision based on seniority.
- ii) In no case will the Employer 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.
- iii) The number of voluntary early exit options the Employer 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 Employer's discretion and will be no earlier than thirty (30) calendar days immediately following the employee's written acceptance of the offer.

The Employer need not approve an employee's request for an early retirement allowance if approving such allowance will not reduce the number of layoff notices which would otherwise be made under Article 9.08(A)(a)(ii).

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.

9.10 - Layoff and Recall

An employee in receipt of notice of layoff pursuant to Article 9.09 may:

- (a) accept the layoff; or
- (b) opt to receive a separation allowance as outlined in Article 9.13; or
- (c) opt to retire, if eligible under the terms of the Hospitals of Ontario Pension Plan (HOOPP) as outlined in Article 18.03(b); or
- (d) displace another employee who has lesser bargaining unit seniority in the same or a lower or an identical-paying classification in the bargaining unit if the employee originally subject to layoff has the ability to meet the normal requirements of the job. An employee so displaced shall be deemed to have been laid off and shall be entitled to notice in accordance with Article 9.09.

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

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

- (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) 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.
- (g) The Employer 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.
- (h) In determining the ability of an employee to perform the work for the purposes of the paragraphs above, the Employer shall not act in an arbitrary or unfair manner.
- (i) 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.
- (j) 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.
- (k) The Employer shall notify the employee of recall opportunity by registered mail, addressed to the last address on record with the Employer (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 Employer.

- (l) 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.
- (m) In the event of a layoff of an employee, the Employer shall pay its share of insured benefits premiums for the duration of the five-month notice period provided for in Article 9.09.

9.11 - Benefits on Layoff

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

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

9.12 - Retraining

(a) Retraining for Positions within the Hospital

Where, with the benefit of retraining of up to six (6) months, an employee who has either accepted the layoff or who is unable to displace any other employee could be redeployed to a JCCLP at Milton District Hospital position identified by the Labour Management Committee in accordance with Article 9.09(b)(i):

- (i) Opportunities to fill vacant positions identified by the Employer Labour Management 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 Employer in its discretion.
- (ii) The Employer 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 Labour Management 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 Employer, 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 Employer will continue to receive insured benefits.

(b) Placement

Upon successful completion of his or her training period, the Employer and the Union undertake to waive any restrictions which might otherwise apply, and the employee will be placed in the job identified in Article 9.12(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.

9.13 - Separation Allowances

- (a) Where an employee resigns within 30 days after receiving notice of layoff pursuant to Article 9.09(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 9.09(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.

9.14 - Workload

Employees are encouraged to raise their concerns with the immediate supervisor within forty-eight (48) hours. In the event that within ten (10) calendar days the workload concern is not resolved to the employee's satisfaction, the employee, or group of employee's may, within forty-eight (48) hours submit their concerns in

writing (with a copy to their immediate supervisor) to the Labour Management Committee (as constituted under Article 6.02) through their union representative.

9.15 - Technological Change

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

The Employer 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 effect, if any, upon employees concerned. The Employer will identify the specific workforce impacts, including anticipated elimination(s) or position(s), and will identify any such position(s).

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 layoff under conditions referred to above, will be given notice of the impending change in employment status at the earliest reasonable time in keeping with the notification to the Union as above set forth and the requirements of the applicable law.

ARTICLE 10 - CONTRACTING OUT

10.01 - Contracting Out

The Employer 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 Employer may contract out work usually performed by members of the bargaining unit without such contracting-out constituting a breach of this provision if the Employer 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 Employer; and
- (2) in doing so to stand, with respect to that work, in the place of the Employer for the purposes of the Employer'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 Employer 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 9.09(d)(i)(1) the parties agree that the Labour Management 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 Employer by members of the bargaining unit.

On request by the Union, and no more than annually, the local parties will review contracted services which fall within the work of the bargaining unit. The purpose of the review will be to determine the practicality of increasing the degree to which bargaining unit employees may be used to deliver such services in the future.

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

Volunteers will not be used to perform bargaining unit work.

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 Employer. 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 Employer 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 Employer. 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 Employer, 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 Employer on the basis of what his normal regular hours of work would have been, provided that the Union reimburses the Employer in the amount of such salary and applicable benefits within thirty (30) days of billing.

Notwithstanding the above, time spent by the eight (8) Executive Board members and seven (7) Alternate Executive Board members of the Ontario Council of Hospital Unions to fulfill the duties of the position shall be in addition to leave for Union Business under this clause.

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

- (b) In addition to the above, a part time or casual employee who is attending to union business when not regularly scheduled to work shall be deemed to be on union leave and the amount of such leave shall not be deducted from the number of days of absence identified in Article 6.06. 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 period. The Union will advise the Employer of the number of such hours.

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

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

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

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

The employee shall notify the Employer 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 Employer may fill the vacancy resulting from such leave on a temporary basis.

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

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

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

Seniority 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 Employer 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 Employer may fill the vacancy resulting from such leave on a temporary basis.

12.03(c) - Leave for OCHU President, First Vice President and Secretary-Treasurer

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

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

The employee agrees to notify the Employer 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 Employer may fill the vacancy resulting from such leave on a temporary basis.

12.04 - Bereavement Leave

Any employee who notifies the Employer as soon as possible following a 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 Employer 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, or attend a

memorial service (or equivalent in order to accommodate religious and cultural diversity) for their aunt or uncle, niece or nephew.

The Employer, in its discretion, may extend such leave with or without pay. Where an employee does not qualify under the above-noted conditions, the Employer may, nonetheless, grant a paid bereavement leave. For the purpose of bereavement leave, the relationships specified in the preceding clause are deemed to include a common-law spouse and a partner of the same sex.

12.05(a) - Jury & Witness Duty

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

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

- (a) notifies the Employer 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 Employer the full amount of compensation received excluding mileage, traveling and meal allowances and an official receipt thereof.

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

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

Where the Employer is unable to reschedule the employee and, as a result, he is required to attend during other than his regularly scheduled paid hours, he shall

be paid for all hours actually spent at such hearing at his straight time hourly rate subject to (a), (b) and (c) above.

12.05(b) - Jury & Witness Duty

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

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

- (a) notifies the Employer 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 Employer the full amount of compensation received excluding mileage, traveling 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 Employer. It is understood and agreed that the local parties may agree to different scheduling arrangements for the first week of jury and witness duty.

In addition to the foregoing, where a part-time employee is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the employee's duties at the Hospital on his regularly scheduled day off, he shall be paid for all hours actually spent at such hearings at his regular straight time hourly rate subject to (a), (b) and (c) above.

12.06(a) - Pregnancy Leave

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

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

of return. At such time she shall also furnish the Employer 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 Employer at least two (2) weeks in advance thereof.
- (d) 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 18 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 employment insurance benefits and any other earnings. Receipt by the Employer of the employee's employment 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 Employer will pay the employee ninety-three percent (93%) of her normal weekly earnings during the first one (1) week period of the leave while waiting to receive Employment Insurance benefits.

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

- (e) Credits for service and seniority shall accumulate for a period of up to seventeen (17) weeks while an employee is on pregnancy leave.
- (f) Provided that the employee prepays, monthly in advance, her share of the billed premiums or contributions, the Employer will continue to pay its share of the contributions of the subsidized employee benefits, including pension, in which the employee is participating for a period of up to seventeen (17) weeks while the employee is on pregnancy leave.
- (g) Subject to any changes to the employee's status which would have occurred had

she not been on pregnancy leave, the employee shall be reinstated to her former duties, on the same shift in the same department, and at the same rate of pay.

12.06(b) - Pregnancy Leave

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

- (a) Pregnancy leave will be granted in accordance with the provisions of the *Employment Standards Act*, except where amended in this provision. The service requirement for eligibility for pregnancy leave shall be thirteen (13) weeks of continuous service.
- (b) The employee shall give written notification at least two (2) weeks in advance of the date of commencement of such leave and the expected date of return. At such time she shall also furnish the Employer 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 Employer at least two (2) weeks in advance thereof.
- (d) 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 18 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 employment insurance benefits and any other earnings. Receipt by the Employer of the employee's employment 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 Employer will pay the employee ninety-three percent (93%) of her normal weekly earnings during the first one (1) 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) Provided that the employee prepays, monthly in advance, her share of pension contributions, the Employer will continue its share of pension contributions during the period of pregnancy leave. The Employer will continue to pay the percentage in lieu of benefits during the period of up to seventeen (17) weeks while the employee is on pregnancy leave.
- (g) Subject to any changes to the employee's status which would have occurred had she not been on pregnancy leave, the employee shall be reinstated to her former duties, on the same shift in the same department, and at the same rate of pay.

12.07(a) - Parental Leave

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

- (a) Parental leaves will be granted in accordance with the provisions of the *Employment Standards Act*, except where amended in this provision. The service requirement for eligibility for parental leave shall be thirteen (13) weeks of continuous service.
- (b) An employee, who qualifies for parental leave, other than an adoptive parent, shall give written notification of at least two (2) weeks in advance of the date of the commencement of such leave and the expected date of return.
- (c) For the purposes of this Article, parent shall be defined to include a person with whom a child is placed for adoption and a person who is in a relationship of some permanence with a parent of a child and who intends to treat the child as his or her own.
- (d) An employee who is an adoptive parent shall advise the Employer 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 Employer at least two (2) weeks in advance thereof.

- (e) 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 18 of the *Employment Insurance Act*, shall be paid a supplemental unemployment benefit for a period not exceeding eleven (11) 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 Employer of the employee's unemployment insurance cheque stub will serve as proof that the employee is in receipt of unemployment parental benefits.

Where an employee elects to receive parental leave benefits pursuant to Section 12(3)(b)(ii) of the *Employment Insurance Act*, the amount of any Supplemental Unemployment Benefit payable by the Employer will be equal to what would have been payable had the employee elected to receive parental leave benefits pursuant to Section 12(3)(b)(i) of the *Employment Insurance Act*.

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 Employer shall pay the employee ninety-three percent (93%) of his or her normal weekly earnings during the first one (1) 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) For an employee who also took pregnancy leave, credits for service and seniority shall accumulate for a period of up to sixty-one (61) weeks while the employee is on parental leave. For an employee who did not take pregnancy leave, credits for service and seniority shall accumulate for a period of up to sixty-three (63) weeks while the employee is on parental leave.
- (g) Provided that the employee prepays, monthly in advance, her share of the billed premiums or contributions the Employer will continue to pay its share of the premiums of the subsidized employee benefits, including pension, in which the employee is participating. Such payments will continue, while the

employee is on parental leave, for a period of up to sixty-one (61) weeks, if the employee also took pregnancy leave, or for a period of up to sixty-three (63) weeks if the employee did not take pregnancy leave.

- (h) Subject to any changes to the employee's status which would have occurred had he or she not been on parental leave, the employee shall be reinstated to her former duties, on the same shift in the same department, and at the same rate of pay.

12.07(b) - Parental Leave

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

- (a) Parental leaves will be granted in accordance with the provisions of the *Employment Standards Act*, except where amended in this provision. The service requirement for eligibility for parental leave shall be thirteen (13) weeks of continuous service.
- (b) An employee, who qualifies for parental leave, other than an adoptive parent, shall give written notification of at least two (2) weeks in advance of the date of the commencement of such leave and the expected date of return.
- (c) For the purposes of this article, parent shall be defined to include a person with whom a child is placed for adoption and a person who is in a relationship of some permanence with a parent of a child and who intends to treat the child as his or her own.
- (d) An employee who is an adoptive parent shall advise the Employer 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 Employer at least two (2) weeks in advance thereof.
- (e) 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 eleven (11) 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 Employer of the employee's employment insurance cheque stub will serve as proof that the employee is in receipt of employment parental benefits.

Where an employee elects to receive parental leave benefits pursuant to Section 12(3)(b)(ii) of the *Employment Insurance Act*, the amount of any Supplemental Unemployment Benefit payable by the Employer will be equal to what would have been payable had the employee elected to receive parental leave benefits pursuant to Section 12(3)(b)(i) of the *Employment Insurance Act*.

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 Employer shall pay the employee ninety-three percent (93%) of his or her normal weekly earnings during the first one (1) week period of the leave while waiting to receive Unemployment Insurance benefits.

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

- (f) For an employee who also took pregnancy leave, credits for service and seniority shall accumulate for a period of up to sixty one (61) weeks while the employee is on parental leave, on the basis of what the employee's normal regular hours of work would have been. For an employee who did not take pregnancy leave, credits for service and seniority shall accumulate for a period of up to sixty three (63) weeks 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 Employer will continue to pay the percentage in lieu of benefits for a period of up to eleven (11) weeks while the employee is on parental leave. Provided that the employee prepays, monthly in advance, her share of pension contribution the Employer will continue to pay its share of the pension contribution while the employee is on parental leave. for up to sixty one (61) weeks if the employee also took pregnancy leave, or for up to sixty three (63) weeks if the employee did not take pregnancy leave. The Employer 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 Employer, 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 Employer to take courses to upgrade or acquire new employment qualifications, the Employer shall pay the full costs associated with the courses.

Subject to operational requirements, the Employer will make every reasonable effort to grant requests for necessary changes to an employee's schedule to enable attendance at a recognized upgrading course or seminar related to employment with the Employer. If requested, the Employer will meet with the employee and their Union steward to review any schedule changes that are required to accommodate attendance at such courses.

Subject to operational requirements, the Employer 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 Employer.

The Employer will endeavour to schedule mandatory in-service programs/e-learning during an employee's regular working hours. When an employee is on duty and authorized to attend any in-service program with the Employer and during her or his regularly scheduled working hours the employee shall suffer no loss of regular pay.

12.09 - Pre-Paid Leave Plan

Pre-paid leave plan to be 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 Employer at least six (6) months prior to the intended commencement date of the program (i.e. the salary deferral portion), stating the intended purpose of the leave.
- (c) The number of employees that may be absent at any one time shall be determined between the local parties. The year for purposes of the program shall be September 1 of one year to August 31 the following year or such other twelve (12) month period as may be agreed upon by the employee, the local Union and the Hospital.

- (d) Where there are more applications than spaces allotted, seniority shall govern.
- (e) During the four (4) years of salary deferral, 20% of the employee's gross annual earnings will be deducted and held for the employee and will not be accessible to the employee until the year of the leave or upon withdrawal from the plan.
- (f) The manner in which the deferred salary is held shall be at the discretion of the Employer.
- (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 Employer and the employee.
- (h) All benefits shall be kept whole during the four (4) years of salary deferral. During the year of the leave, seniority will accumulate. Service for the purpose of vacation and salary progression and other benefits will be retained but will not accumulate during the period of leave. The employee shall become responsible for the full payment of premiums for any health and welfare benefits in which the employee is participating. Contributions to the Hospitals of Ontario Pension Plan will be in accordance with the Plan. The employee will not be eligible to participate in the disability income plan during the year of the leave.
- (i) An employee may withdraw from the plan at any time during the deferral portion provided three (3) months' notice is given to the Employer. 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 Employer 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 Employer will endeavour to find a temporary replacement for the employee as far in advance as practicable. If the Employer is unable to find a suitable replacement, it may postpone the leave. The Employer 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 Employer in order to authorize the Employer 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 Employer 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 Employer that he or she will be doing so. If the employee must begin the leave before advising the Employer, the employee shall advise the Employer 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 Employer may deem the employee to have taken one day's leave on that day for the purposes of this

Article. The Employer 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 Employer shall reinstate the employee to the position the employee most recently held with the Employer, if it still exists, or to a comparable position, if it does not.

12.11 - Compassionate Care Leave

(The following clause is applicable to full-time and part-time employees).

(The employee and the Employer will continue to pay their respective shares of the benefits and pension premiums.)

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*.

An employee who is on compassionate care leave shall continue to accumulate seniority and service.

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.

The employee and the Employer will continue to pay their respective shares of the benefits and pension premiums.

ARTICLE 13 - SICK LEAVE, INJURY & DISABILITY

13.01 - Sick Leave

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

Attendance at Work

Employees are responsible for maintaining their health and providing the highest level of quality care to the community. However, in the event an employee becomes sick and incapable of reporting to work because they are unable to perform their job, the Employer provides programs such as Short Term Disability and Long Term Disability. Additionally, the Employer may attempt to accommodate the employee's disability in returning the employee to his/her

regular position or suitable position given medical restrictions.

Short Term Disability Benefit

Benefit

The Short Term Sick Pay Benefit coverage is effective after 3 months of full-time service. The rate of sick pay is determined by the following service schedule:

<u>Service</u>	<u>Rate of Sick Pay</u>
Three or more months but less than 1 year	66 2/3% of regular straight time hourly rate
One year but less than two years	70% of regular straight time hourly rate
Two years but less than three years	80% of regular straight time hourly rate
Three years but less than four years	90% of regular straight time hourly rate
Four or more years	100% of regular straight time hourly rate

The maximum period for which short term disability benefits are payable is fifteen (15) weeks. Short term disability benefits are based upon the duration of the employee's scheduled shift.

Entitlement

In order to receive Short Term Disability benefits, an employee must be totally disabled by medical restriction from performing the essential duties of their regular position, after considering any accommodation offered by the Employer, or be disabled by medical restriction from performing the essential duties of any modified work.

It is further understood and agreed that on an employee's fourth and subsequent absences in any calendar year, the employee will not be entitled to Short Term Disability benefits for the first two days of each such fourth and subsequent absences.

Premium Costs

The Employer will pay 100% of the billed premium cost for the Short Term Disability policy of insurance and this shall be the Employer's sole obligation with respect to short term disability.

Long Term Disability Benefit

The Employer shall purchase a Long Term Disability (LTD) policy of insurance

which shall provide:

1. Coverage for absences due to medical disability from the employee's own occupation from the thirtieth week of absence to the twenty-fourth month;
2. Coverage for medical disability from any occupation after the twenty-fourth month of absence;
3. All LTD coverage shall cease upon the employee's sixty-fifth birthday;
4. LTD salary continuance shall be based upon the following service schedule:

<u>Service</u>	<u>LTD Benefit Rate</u>
Six or more months of service but less than 20 years of service	65% of regular straight time hourly rate
20 years of service but less than 30 years	70% of regular straight time hourly rate
30 or more years of service	75% of regular straight time hourly rate

5. The Employer shall pay 75% of the billed premium for the LTD policy of insurance and the employee shall pay 25% of the billed premium.
6. The employee must meet all qualification and reporting requirements established under the LTD policy of insurance.

The cost for the completion of required medical documentation shall be paid by the Employer.

13.02 - Injury Pay

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

13.03 - Payment Pending Determination of Workplace Safety and Insurance Claims (FT)

An employee who is absent from work as a result of an illness or injury sustained at work and who has been awaiting approval of claim for WSIB benefits for a period longer than one complete pay period may apply to the Employer for payment equivalent to the lesser of the benefit she would receive from WSIB

benefits if her claim was approved, or the benefit to which she would be entitled under the short term sick leave plan. Payment will be provided only if the employee provides evidence of disability satisfactory to the Employer and a written undertaking satisfactory to the Employer that any payments will be refunded to the Employer following final determination of the claim by The Workplace Safety and Insurance Board. If the claim for WSIB benefits is not approved, the monies paid as an advance will be applied towards the benefits to which the employee would be entitled under the short term sick leave plan. Any payment under this provision will continue for a maximum of fifteen (15) weeks.

13.04 - Notification of Intention to Intervene or Dispute a WSIB Claim

When the Employer intervenes in or disputes a Workplace Safety and Insurance Board claim, the Employer shall so notify the employee and the Union.

13.05 - Modified Work and Return to Work of Disabled Employees

Program Goals

1. To provide a comprehensive team approach that will facilitate early and safe integration of an injured or ill employee back to work without unnecessary lost time from work.
2. To provide a successful Return to Work Program that is productive for both the employee and the Employer.
3. To minimize the negative impact of disability or injury on employees.

POLICY

1. The Employer will comply with the *Workplace Safety and Insurance Act* and applicable legislation pertaining to the employer's obligation to accommodate and re-employ injured workers that are capable of returning to some form of work.
2. The Customer Business Manager or his/her designate (together with the Employer's 3rd party Disability Management Services Provider) will oversee the Return to Work Program.
3. The Customer Business Manager or his/her designate will be responsible for coordinating Workplace Safety and Insurance Board (WSIB) claims, processing and follow up.
4. The Return to Work Program will adopt a multi-disciplinary team approach. The team members may be:
 - Customer Business Manager or his/her designate
 - Ergonomic Safety Coordinator

- Department Supervisor/Manager
 - Employee
 - CUPE Representative
 - Other healthcare professionals as indicated (physiotherapist, Physicians, etc)
5. Written permission to return to work will be obtained from an attending physician or specialist and this will include functional abilities or restrictions. The return to work document will remain in the employee's occupational health file. All occupational health information will remain confidential. Functional abilities or restrictions will be released from the record to the team members only after the employee has signed a written release.
 6. The Return to Work Team Members will assess and develop individualized modified work programs which will include realistic goals, target dates, and assessments. This may include intervention by the Workplace Safety and Insurance Board or Insurance carrier.
 7. Each program will be funded by the appropriate source i.e. JCCLP, Workplace Safety and Insurance Board, Insurance Carrier.
 8. The Customer Business Manager and Human Resources will be responsible for the investigation of appropriate modified work for his/her injured employee.
 9. If a suitable modified work position is not available in the injured employee's regular department, modified work or alternate work elsewhere will be investigated by the Disability Management Services Provider in conjunction with Human Resources.
 10. Modified work must be productive and make a useful contribution to the Employer.

PROCEDURES

Assessment:

1. The Customer Business Manager or his/her designate will maintain regular contact with injured employees. When it is evident that the employee will be able to return to work, written permission and written functional abilities and restrictions will be obtained from the Physician. The team members will be notified where appropriate. All occupational health information will remain confidential. The functional abilities and restrictions will be released from the record to the team only after the employee has signed a written release.
2. Customer Business Manager is responsible for modifying positions in his/her department in order to facilitate the employee's early return to work.

Plan and Implementation

1. The team members will evaluate the accumulated information and develop an appropriate modified work program with realistic target dates. The modified work program will be tailored to meet the needs of the injured or ill worker so that re-injury or exacerbation of the condition can be avoided.

The program will specify:

- a) the functional abilities or restrictions
 - b) the acceptable modified duties
 - c) the parameters of the work schedule:
 - number of hours to be worked
 - type or number of shifts
 - consecutive or non-consecutive days
 - department worked
 - d) the start dates and target dates
2. The Disability Management Services Provider, Customer Business Manager, Union Representative and Employee may have a written copy of the modified work program and the functional abilities and restrictions. All other medical information will remain confidential.
 3. The Disability Management Services Provider, the Customer Business Manager and the Employee will discuss the employee's progress on a regular basis.
 4. If after the appropriate intervention, it becomes apparent that the employee will be unable to perform the essential duties of the pre-illness/pre-injury position, the team in co-operation with the Workplace Safety and Insurance Board or the Insurance carrier will make every effort to find an alternative position for the employee.

13.06 - Workplace Safety and Insurance Board

The Employer will notify the President of the Local of the names of all members off work due to a work related injury (whether or not the employee is in receipt of WSIB benefits), within legislated time lines as per the *Occupational Health and Safety Act* and those on L.T.D. by the 15th of each month.

The Employer agrees to supply the employee with a copy of the Workplace Safety and Insurance Board's Form 7 at the same time as the Form is sent to the Board.

ARTICLE 14 – HOURS OF WORK

14.01 - Scheduling

1. Standard Hours

Standard hours of work are thirty-seven and one half (37.5) hours over a two week pay period. The standard workday will be eight (8) hours inclusive of one half (1/2) hour unpaid meal break. Employees shall also be entitled to fifteen (15) minute rest period in each half of their shift.

2. Management will be responsible for preparing the master work schedules. It is not a responsibility that shall be part of any bargaining unit member's job descriptions and/or functions.

3. Weekend Scheduling

- a. Weekend is 48 hours from 2400 hours Friday to 2400 hours Sunday.
- b. A weekend shift is a shift that has the majority of its hours in the "Weekend" period.
- c. All employees may be required to work up to 1 weekend in 4, where the Employer requires weekend work.
- d. For a 7.5 hour tour employee, working a weekend means working at least 15 hours of shifts which have the majority of their hours on the weekend period.

4. Scheduling shall be by master rotation.

5. Schedules shall be for four (4) week periods.

6. The Employer shall post the final schedule at least four (4) weeks prior to the commencement of the four (4) week scheduled period.

7. All Employees

- a) An employee may request to work a permanent night shift or a permanent evening shift subject to the Employer being prepared to grant such request. Once an employee's request to work a permanent night or evening shift has been granted, the employee may only revert to "full shift rotation" on the next posting of the master rotation after written notice to the Employer. Notwithstanding the foregoing, the Employer may schedule a permanent shift employee to the day shift for a minimum of 150 hours every six (6) months for the purposes of evaluation, education and training;
- b) Except as provided in Article 14.01, respecting permanent evening and night shifts, all employees will rotate equally through all shifts to the extent practicable. Full time employees will be scheduled no more than 50% of their shifts on other than the day shift, unless the manager and the employee agree otherwise.
- c) An employee may request to work permanent weekends subject to the Employer

being prepared to grant such a request. Once an employee's request to work permanent weekends has been granted, the employee may only revert to a "non-permanent weekend rotation" on the next posting of the rotation following 90 days written notice to the manager. Notwithstanding the foregoing, the Employer may schedule a permanent weekend employee on weekday day tours for a minimum of 150 hours every six (6) months for the purposes of evaluation, education and training.

d) It is understood that when an employee who requested and was granted permanent shift or weekend work has given ninety days' notice in writing to the manager/department head that they wish to return to a "regular rotation of tours" that the responsibility for the additional shift work and weekend work in a unit/department will be equitably distributed among all employees in the department/unit to the extent practicable.

e) Employees shall not be scheduled to work more than seven (7) consecutive days.

8. Time off between shifts

When scheduling for employees working 7.5 hour tours there shall be at least twelve (12) hours between the end of one tour and the start of the next. When less than twelve (12) hours has elapsed between the ending of one shift and the starting of another, the Employee shall be paid the rate of time and one half (1.5X) for whatever portion of the twelve (12) hours has been encroached.

9. Shift Exchange

Employees must request scheduling changes or trades in writing, and these must be approved by the Customer Business Manager or designate;

Where at least 2 employees request to trade, change or exchange shifts for their own reasons, and where the change would otherwise result in work which would attract an overtime premium, approval of the change by the Employer may be made conditional upon the employee(s) waiving said overtime premium entitlement and such agreement is binding upon the affected employee. Such changes shall not result in any additional cost to the Employer. It is understood that this clause does not operate so as to relieve the Employer of the obligation to pay Holiday Premium to an employee who actually works on a Paid Holiday under a shift trade, change or exchange arrangement.

10. Vacation Scheduling

1. When an employee schedules vacation, 50% of the vacation time shall be deemed to have been day shift time and 50% of the vacation time shall be deemed to be non-day shift time for the purpose of the scheduling rule requiring a 50%/50% split of day shift to non-day shift.

2. When an employee schedules a week of vacation, the week of vacation shall be

deemed to satisfy 25% of the employee's weekend commitment under the Scheduling Rules.

3. Peak vacation period means "March break" as declared by the Halton District School Board and the period from Canada Day to Labour Day of the same year.

Employees are entitled to a maximum of two (2) weeks vacation during the peak vacation period and such two (2) weeks may be consecutive. Subject to the operational and patient care needs of the Hospital, the Employer may, in its discretion, consider individual requests in excess of those permitted under this clause.

11. Holiday Scheduling

1. Vacations may not be granted during the period from the start of the pay period preceding Christmas Day to the end of the pay period following New Years Day in order to maintain operational requirements.
2. Each employee shall work one of the two December holiday periods. The two December holiday periods are:
 - a) December 24, 25 and 26 (Christmas); and
 - b) December 31, January 1 and one of December 27, 28, 29 or 30 (New Years).

An employee who is scheduled and works the Christmas period (Christmas Eve, Christmas Day and Boxing Day) shall be scheduled off duty over the New Year's Period (New Year's Eve and New Year's Day). Whenever possible the following year the reverse shall apply. If an employee requests and the employer agrees, the employee may work Christmas Day, Boxing Day and New Year's Day, as long as this does not interfere with exigencies of the employer's operations.

3. In addition to Christmas/New Years commitment, employees shall work 4 of the remaining 7 paid holidays (Family Day, Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day and Thanksgiving Day) at least one of these shall be in August or September and two of these shall be on a shift other than days.
4. The Employer may suspend or modify the Scheduling Rules for the period from the start of the pay period preceding Christmas Day to the end of the pay period following New Years Day.
5. On those holidays listed in 16.01, whenever an employee is pre-scheduled off on a weekend on which a paid holiday falls on the Friday or Monday, whenever possible, the employee will be given that Holiday off in conjunction with the weekend.

Conversely, if an employee is pre-scheduled to work on a weekend on which a paid holiday falls on the Friday or Monday, whenever possible, the employee will work the Holiday in conjunction with the weekend.

6. For regular part-time employees who have committed to an F.T.E. between 0.2 and 0.39, the obligation to work paid holidays is the same as for all other employees except that they must select 3 of the remaining paid holidays specified in clause 14.01.

12. Shift Cancellation

The Employer will provide at least four (4) hours notice of the cancellation of a tour. Whenever possible, the Employer will provide as much additional notice of the cancellation of a shift as possible.

If four (4) hours of notice of cancellation is not given to an employee, the employee will be entitled to reporting pay of four (4) hours at straight time for a cancelled tour of 7.5 hours or greater. For tours of less than 7.5 hours which are cancelled without four (4) hours of notice, employees will receive reporting pay of a maximum of one half (1/2) of the total hours cancelled, at straight time.

It is the responsibility of all employees to provide the manager of any department/unit where they work, with a profile of contact numbers that may be used to contact the employee in the event of cancellation. It is also the responsibility of every employee to review their posted schedule on each tour that they work to identify any changes that are made.

An employee will be deemed to be cancelled where:

- a) the employee has been notified in person or by telephone; or
- b) by leaving a message with a responsible person; or
- c) a message has been left on the voice mail at the telephone number designated by the employee; or
- d) an attempt is made to contact the employee by other means identified by the employee (e.g. fax, pager, cellular phone, alternate numbers)

An attempt to contact will be regarded as one call to the number(s) provided by the employee. One call is deemed as allowing the telephone to ring at least six (6) times, sending one (1) fax or paging one (1) time. Once such an attempt is made this attempt to contact will be documented on the employee's schedule and/or the unit/department work sheet with the time the contact attempt was made and the initials of the individual attempting to make contact.

14.02(a) - Rest Periods

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

For Eight (8) Hour Tours

The Employer will schedule one paid fifteen (15) minute rest period for each full scheduled half shift. The Employer will also schedule one (1) unpaid thirty (30) minute lunch period within the first five (5) hours of a tour where an employee is scheduled to work more than five (5) hours on a tour.

The Employer may schedule the two (2) fifteen (15) minute rest periods in a full shift together as one (1) rest period of thirty (30) minutes.

For Twelve (12) Hour Tours

The Employer shall provide three (3) fifteen (15) minute paid breaks and forty-five (45) minutes of unpaid meal time.

The foregoing breaks may be aggregated by the Employer and provided in fewer larger blocks of time.

14.02(b) - Rest Periods (PT)

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

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

Where a part-time employee is entitled to two (2) fifteen (15) minute rest periods in a full shift, the rest periods may be scheduled together for one (1) rest period of thirty (30) minutes.

14.03 - Additional Rest Periods

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

14.04 - Extended Tours

Where a desire of employees of the Employer/department on a particular unit to introduce extended hours is made known in writing, the criteria for introduction, discontinuing and scheduling extended hours will be discussed at a Labour Management Meeting as soon as it is feasible. In the event the Employer and the Union agree to the introduction of the extended hours in a particular unit/department the Employer will endeavour to schedule extended tours in accordance with the following principles or any other arrangement mutually agreeable to both the Employer and the Union:

- i) Sixty-six and two-thirds (66.66%) of the employees in the unit/department indicate by secret ballot their desire to work extended shifts.

- ii) Employees working extended tours shall receive every second weekend off, unless otherwise agreed to between the employee and the Employer;
- iii) The meal periods and rest periods will be as per 14.02.
- iv) This clause will not affect the validity of existing Extended Tours.

Extended tours may be discontinued in any unit when either party states its intention to discontinue the extended tour schedule:

- i) Sixty-six and two-thirds (66.66%) of the employees affected so indicate by secret ballot.
- ii) The Employer because of:
 - adverse affect on patient care, or
 - inability to provide a workable staffing schedule, or
 - the Employer wishes to do so for other reasons which are neither unreasonable nor arbitrary.

When notice of discontinuation is given by either party in accordance with the above, then:

1. the parties shall meet within two (2) weeks of giving of notice to review the request for discontinuation;
2. where it is determined that the extended tours will be discontinued, affected employees shall be given sixty (60) days' notice before the schedules are so amended.

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 the wage schedule of the Collective Agreement.

15.02 - Definition of Overtime

Overtime shall be payable for all hours worked in excess of seventy-five (75) hours averaged over two (2) weeks or eight (8) hours in a day for employees on eight (8) hour tours or twelve (12) hours in a day for employees on twelve (12) hour tours. Overtime shall not include hours of work which exceed the foregoing limits which result from mutual agreements between employees to change shifts which have been approved by the Employer.

15.03 - Overtime Premium and No Pyramiding

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

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 Employer, such time off will be the equivalent of the premium rate the employee has earned for working overtime. The Employer shall revert to payment of premium rate if time off is not taken prior to the end of the quarter (Jan – Mar, Apr – June, Jul – Sept, and Oct – Dec) 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 Employer. 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 two times (2X) their regular hourly earnings.

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 three dollars and thirty cents (\$3.30) per hour for all hours on

standby.

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

Where such standby duty falls on a paid holiday, the employee shall receive standby pay in the amount of \$4.90 per hour.

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 an Employer temporarily assigns an employee to carry out the assigned responsibilities of a classification outside the bargaining unit, the employee shall receive an allowance of \$1.00 per hour from the time of the assignment.

15.09 - Shift and Weekend Premium

Employees shall be paid an evening shift premium of two dollars and twenty-six cents (\$2.26) per hour for all hours worked where the majority of their scheduled hours fall between 1500 and 2300 hours.

Employees shall be paid a night shift premium of two dollars and ninety-eight cents (\$2.98) for all hours worked where the majority of their scheduled hours fall between 2300 and 0700 hours.

Three dollars and fourteen cents (\$3.14) per hour will be paid as weekend premium for all hours worked between 2400 hours Friday and 2400 hours Sunday.

For clarity, employees will be paid both shift and weekend premiums when working hours eligible for both premiums.

ARTICLE 16 - HOLIDAYS

16.01 - Number of Holidays

The following shall be recognized as paid holidays:

New Year's Day	Family Day
Good Friday	Easter Monday
Victoria Day	Civic Holiday
Canada Day	Thanksgiving Day
Labour Day	Remembrance Day
Christmas Day	Boxing Day

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

16.02 - Definition of Holiday Pay and Qualifiers

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

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

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

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

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

16.03 - Holidays in Conjunction with Weekends

Whenever an employee is pre-scheduled off on a weekend on which a Statutory paid holiday falls on the Friday or Monday, whenever possible, the employee will be given that Holiday off in conjunction with the weekend. Conversely, if an employee is pre-scheduled to work on a weekend on which a Statutory paid holiday falls on the Friday or Monday, whenever possible, the employee will work the Holiday in conjunction with the weekend, with the understanding that the Employer will endeavor to provide an equitable distribution of work on paid

holidays over the year on a unit/Department specific basis, provided this does not interfere with the exigencies of hospital operation.

16.04(a) - Payment for Working on a Holiday

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

If an employee is required to work on any of the holidays set out in Article 16.01 the employee shall be paid at the rate of time and one-half (1-1/2) her regular straight time hourly rate of pay for all hours worked on such holiday subject to Article 16.06. In addition, if the employee qualifies in accordance with Article 16.02 above the employee will receive a lieu day off with pay in the amount of the employee's regular straight time hourly rate of pay times the employee's normal daily hours of work.

16.04(b) - Payment for Working on a Holiday

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

The following shall be recognized as paid holidays for part-time employees:

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

If an employee is required to work on any of the holidays set out in this paragraph 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.

16.05 - Payment for Working Overtime on a Holiday

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

ARTICLE 17 - VACATIONS

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

(The following clause is applicable to Full-Time employees only)

Employees commence accruing vacation entitlement upon date of hire.

The vacation entitlement will be as follows:

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

17.01(b) - Part-Time Entitlement, Qualifiers and Calculation of Payment

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

The vacation entitlement will be as follows:

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 number of weeks of annual vacation with pay
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%

Payment for vacations shall be calculated on the basis of gross earnings payable on the first pay period following June 30th of each year.

Progression on Vacation Schedule (Part-Time)

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

17.02 - Work During Vacation

Should an employee who has commenced his scheduled vacation and agrees upon request by the Employer to return to perform work during the vacation

period, the employee shall be paid at the rate of one and one-half (1-1/2) times his basic straight time rate for all hours so worked. To replace the originally scheduled days on which such work was performed, the employee will receive one (1) vacation lieu day off for each day on which he has so worked.

17.03 - Illness During Vacation

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

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

Serious illness is defined as an illness which requires the employee to receive on-going medical care and/or treatments resulting in either hospitalization or which would confine the employee to their residence or to bed rest for more than three days. A certificate from a legally qualified medical practitioner satisfactory to the Employer's Disability Management Services Provider must be provided to substantiate this claim.

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

17.04 - Bereavement During Vacation

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

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

ARTICLE 18 - HEALTH & WELFARE

18.01 - Insured Benefits

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

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

- (a) The Employer agrees to pay 100% of the billed premium towards coverage of eligible employees in the active employ of the Employer under the Semi-Private Plan currently in effect for bargaining unit employees at the Employer.
- (b) The Employer agrees to contribute 75% of the billed premium towards coverage of eligible employees in the active employ of the Hospital under the Extended Health Care Benefits Plan currently in effect for bargaining unit employees at the Employer, providing for \$22.50 (single) and \$35.00 (family) deductible providing the balance of monthly premiums is paid by the employee through payroll deductions.

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

Services of a chiropractor and of a licensed or registered massage therapist will be covered up to an annual maximum of \$450; and services of a licensed or registered physiotherapist will be unlimited. Vision care maximum four hundred-fifty dollars (\$450.00) every 24 months in addition to eye exams biennially, and hearing aide acquisition every 36 months. Vision care coverage can be used for laser eye surgery.

- (c) The Employer agrees to contribute 100% of the billed premium towards coverage of eligible employees in the active employ of the Employer under the Group Life Insurance Plan currently in effect for bargaining unit employees at the Employer.
- (d) The Employer agrees to contribute 75% of the billed premiums towards coverage of eligible employees in the active employ of the Employer under the Sun Life Insurance Company in effect as of December 19, 2001, (as amended below) or comparable coverage with another carrier, providing the balance of the monthly premiums are paid by the employee through payroll deduction.

Effective January 24, 2005, increase dental recall including preventative services to nine (9) months, add Blue Cross rider #2 (or equivalent) [complete and partial dentures] at 50/50 co-insurance to \$1000 annual maximum and Blue Cross rider #4 (or equivalent) implants, crowns, bridgework, and repairs to same] at 50/50 co-insurance to \$2000 annual maximum. The dental plan fee schedule for services for the dental plan benefits provided above shall be based on the current ODA fee schedule as it may be updated from time to time.

Orthodontic coverage will be provided to a lifetime maximum of \$2000 with 50/50 co-insurance.

The age limit for semi-private, extended health benefits, dental and accidental death and dismemberment benefits for active employees will be increased to age 80.

Active employee shall be provided with a health care spending account at \$100 annually.

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

18.02 - Change of Carrier

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

It is understood that the Employer may at any time substitute another carrier for any plan (other than OHIP) provided the benefits conferred thereby are not in total decreased. The Employer shall notify the Union sixty (60) days in advance of making such a substitution to explain the proposed change and to ascertain the views of the employees. Upon a request by the Union, the Employer shall provide to the Union, full specifications of the benefit programs contracted for and in effect for employees covered herein. The Employer will provide the Union with the full details of any changes made by any existing carrier to current plan provisions.

18.03 - Pension

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

All present employees enrolled in the Healthcare of Ontario Pension Plan (HOOPP) shall maintain their enrolment in the plan subject to its terms and conditions. New employees and employees not yet eligible for membership in the plan shall, as a condition of employment, enroll in the plan when eligible in accordance with its terms and conditions.

18.04 - Benefits for Part-Time Employees

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

A part-time employee shall receive in lieu of all fringe benefits (being those benefits to an employee, paid in whole or part by the Employer, as part of direct compensation or otherwise, including holiday pay, save and except salary, vacation pay, standby pay, call back pay, reporting pay, responsibility allowance, jury and witness duty, bereavement pay, and maternity supplemental

unemployment benefits) an amount equal to 14% of his/her regular straight time hourly rate for all straight time hours paid.

18.05 - Parking

The Employer agrees not to institute paid parking on sites where it does not currently exist without informing the Union in advance.

18.06 - Uniforms

Uniforms will be provided by the employer.

Employees are required to conform to the Employer's dress code as outlined in the Employers' policy.

Employees are required to wear the complete uniform as designated by the Employer when they are at work. Uniforms are not to be worn outside the Employer workplace on the employee's days off.

The Employer's practice in respect of maintenance employee uniforms shall continue. The Maintenance employee are to choose from the pre-selected list of items.

Those employees required to wear safety shoes must do so while at work.

18.07 - Tool Allowance

All employees will be provided the tools required to perform their duties at work. The employee is expected to care and account for such tools in their possession. The Employer will replace and/or repair tools that are required to perform the work. Under no circumstances may the employee remove such tools as provided by the Employer, from the Employer premises. Tools personally belonging to employees shall not be brought to work.

18.08 - Union Education

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

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

ARTICLE 19 - HEALTH & SAFETY

19.01 - Personal Protective Equipment

(a) Footwear:

On January 1, and on that date for each subsequent calendar year, the Employer will provide one hundred and fifty dollars (\$150.00) to each full-time employee and each regular part time employee who is required by the Employer to wear safety footwear during the course of his duties.

(b) Prescription Safety Glasses:

Prescription safety glasses to a maximum of two hundred dollars (\$200.00) every 24 months upon presentation of receipt and completed expense form.

19.02 - Health & Safety Committee

(a) The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the Employer in order to prevent accidents, injury and illness.

(b) Recognizing its responsibilities under the applicable legislation, the Employer agrees to accept as a member of its Joint Health and Safety Committee (JHSC) one (1) representatives selected or appointed by the Union from amongst bargaining unit employees.

(c) Such Committee shall identify potential dangers and hazards, institute means of improving health and safety programs and recommend actions to be taken to improve conditions related to safety and health.

(d) The Employer agrees to co-operate reasonably in providing necessary information to enable the Committee to fulfill its functions.

(e) Meetings shall be held every second month or more frequently at the call of the Chair if required. The Committee shall maintain minutes of all meetings and make the same available for review.

(f) Any representative appointed or selected in accordance with (b) hereof shall serve for a term of one calendar year from the date of appointment which may be renewed for further periods of one year. Time off for such representative(s) to attend meetings of the JHSC in accordance with the foregoing shall be granted and time so spent attending such meetings shall be deemed to be work time for which the representative(s) shall be paid by the Employer at his regular or premium rate as may be applicable.

- (g) The Union agrees to endeavor to obtain the full co-operation of its memberships in the observation of all safety rules and practices.
- (h) Pregnant employees may request to be transferred from their current duties if, in the professional opinion of the employee's physician, the pregnancy may be at risk. If such a transfer is not feasible, the pregnant employee, if she so requests will be granted an unpaid leave of absence before commencement of the maternity leave referred to in Article 12.06.
- (i) Where the Employer identified high-risk areas where employees are exposed to Hepatitis B, the Hospital will provide at no cost to the employees, a Hepatitis B vaccine.

19.03 – INFECTIOUS DISEASES

- a) The Employer shall take every precaution reasonable in the circumstances for the protection of a worker. [*Occupational Health and Safety Act*, s. 25 (2) (h)].
- b) When faced with occupational health and safety decisions, the Employer will not await full scientific or absolute certainty before taking reasonable action(s) including but not limited to, providing readily accessible personal protective equipment that reduces risk and protects employees.
- c) The Employer will ensure adequate stocks of the N95 respirator or equivalent or better (or such other personal protective equipment as the parties may in writing agree) to be made available to bargaining unit members at short notice in the event that there are reasonable indications of the emergence of a pandemic, epidemic or outbreak of an infectious disease in the community served by the Hospital.
- d) A worker who is required by their employer 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 worker shall participate in such instruction and training. Personal protective equipment that is to be provided, worn or used shall, be properly used and maintained, be a proper fit, be inspected for damage or deterioration and be stored in a convenient, clean and sanitary location when not in use. [*O. Reg. 67/93 – Health Care*].
- e) The Employer agrees to cooperate in providing necessary information and management support to enable the Joint Health and Safety Committee to fulfil its functions. In addition, the Employer will provide the Committee with access to the Employer's pandemic plan and related risk assessment, all accident reports, health and safety records, notifications of exposure to an infectious or contagious disease, and any other pertinent information in its possession. The Hospital Employer will also provide the Committee with reports on fit testing compliance

annually and personal protective equipment inventory on a quarterly basis. The Committee shall respect the confidentiality of the information.

- f) Pregnant employees may request to be temporarily transferred from their current duties if, in the professional opinion of the employee's physician a risk to the pregnancy and/or unborn child is identified. If a temporary transfer is not feasible, the employee will be granted an unpaid leave of absence before the commencement of the pregnancy leave.
- (g) Within a reasonable timeframe following the declaration of an epidemic or a pandemic by public health officials, the Employer will meet with the Joint Health and Safety Committee to consult on how to implement protections for facility maintenance workers at the Hospital.
- (h) Employees who are absent from work due to illness shall receive sick pay in accordance with the Collective Agreement (and in the case of part-time employees, percentage in lieu). Employees who are absent from work due to a communicable disease and who are required to quarantine or isolate due to (i) the Employer's policy, and/or (ii) operation of law, and/or (iii) direction of public health officials, shall be entitled to salary continuation and seniority accumulation for the duration of the quarantine.

For clarity, a part-time employee required to quarantine would receive salary continuation, including percentage in lieu, of all regularly scheduled shifts they are absent due to the quarantine requirement.

19.04 – VIOLENCE

The Employer and the Union agree that they have a shared goal of a workplace free of violence.

“Workplace violence” means,

- (a) The exercise of physical force by a person against a worker, in a workplace, that causes or could cause physical injury to the worker,
- (b) An attempt to exercise physical force against a worker, in a workplace, that could cause physical injury to the worker, and
- (c) A statement or behaviour that it is reasonable for a worker to interpret as a threat to exercise physical force against the worker, in a workplace, that could cause physical injury to the worker.

The local parties will determine appropriate solutions to promote health and safety in workplaces, which shall include the adoption of the following mandatory provisions:

1. The Employer will ensure that employees are properly advised in advance if they are required to interact with patients who the Employer is aware have exhibited violent behaviour previously or who could otherwise reasonably be considered to pose a danger of exhibiting violent behaviour.
2. The Employer shall give due consideration to whether, in light of all the relevant circumstances, it is appropriate that an employee interacts with a known violent patient alone.
3. The Employer shall notify the Union without undue delay of any incident of an employee being subjected to violence at the workplace. The timing and nature of such notification may be negotiated locally by the parties.

In addition, the local parties will consider addressing the inclusion of the following additional remedies:

- (i) Electronic and visual flagging;
- (ii) Properly trained security who can de-escalate, immobilize and detain / restrain;
- (iii) Appropriate personal alarms;
- (iv) Organizational wide risk assessments assessing environment, risk from patient population, acuity, communication, and workflow and individual client assessments; and
- (v) Training in de-escalation, "break-free" and safe immobilization / detainment / restraint.

19.05 – 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) The Employer recognizes 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, they will be reassigned during the outbreak period, unless reassignment is not possible, in which case they will be placed on unpaid leave. If an employee is placed on unpaid leave, they can use banked lieu time or vacation credits in order to keep their 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, they 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 Employer will not oppose the claim.
- (e) If the full cost of such medication is not covered by some other source, the Employer 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 Employer, the Employer 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 Employer to endeavor to negotiate a mutually satisfactory rate. Such request will be made within ten (10) days after the receipt of notice from the Employer 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 Employer. 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 Employer makes a substantial change in the job content of an existing classification which in reality causes such classification to become a new classification, the Employer 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 Employer.

Notwithstanding the foregoing, if as a result of compensable illness or injury covered by W.S.I.B. an employee is unable to carry out the regular functions of her position, the Employer may, subject to its operational requirements, establish a special classification and salary in an endeavor 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 Employer notifies the local Union of the rate of pay pursuant to article 20.01(a) above.

20.02 - Job Classification

Where the Employer 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 Employer of such limitation.
- (b) In the event an employee presently occupying a position which is revised in accordance with this article requires additional training to perform duties of the revised position the employee shall be entitled to a period of training, with due consideration being given to the employee's age and previous educational background, during which they may perfect or acquire the skills necessitated by the new method of operation. The employer will assume the cost of tuition and travel. There shall be no reduction in wage or salary rates during the training period of any such employee. Training shall be given during the hours of work whenever possible and may extend for up to six months.

20.03 - Promotion to a Higher Classification

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

20.04 - Wages and Classification Premiums

The wage rates in effect for the duration of this Collective Agreement shall be as set forth in Appendix "A" attached to and forming part of this Collective Agreement.

20.05 - Pay Administration

All current and future employees will be paid in the form of a direct deposit to the compatible financial institution (bank) of the employee's choice.

ARTICLE 21 - EMPLOYER OPERATING PLAN

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

ARTICLE 22 - DURATION

22.01 - Term

This agreement shall take effect and be binding on September 29, 2021. It shall continue until and including September 28, 2025, and shall remain in effect from

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

22.02 - Collective Agreement Cost of Printing

The Employer and the Union will each pay fifty percent (50%) of the cost of printing the collective agreement.

ARTICLE 23 - MISCELLANEOUS

23.01 - Bulletin Boards

The Employer will continue to provide a bulletin board space in an area designated by the Employer for the purpose of posting notices regarding meetings and other matters related to Union activity.

Signed this 4th day of November, 2024.

For the Union:

Erica Young
Secretary

[Signature]
Secretary

For the Employer:

[Signature]

[Signature]

SCHEDULE "A" - WAGES

Classifications	29-Sep	29-Sep	29-Sep	29-Sep	29-Sep
	2020	2021	2022	2023	2024
		4.75%	3.50%	3.0%	3.0%
FACILITY TECHNICIAN	\$ 29.82	\$ 31.24	\$ 32.33	\$ 33.30	\$ 34.30

Retroactivity to current and former employees within ninety (90) days of ratification.

Letter of Understanding - Central Bargaining

The Employer and the Union agree that should they mutually decide to participate in any future round of central collective bargaining that the then existing central collective agreement shall apply to the parties effective the first day of the parties' participation in the said future round of collective bargaining. Those matters contained in the subsisting collective agreement between the parties at the time which are not central issues shall be deemed to be included in a Local Issues Appendix.

Letter of Understanding - Lead Hands

The parties agree to continue the existing practice with respect to Lead Hands. The rate of pay and duties are set out below. In addition, the parties acknowledge that, notwithstanding the scheduling provisions of the collective agreement, the Lead Hand position is regularly scheduled for the day shift, Monday to Friday, or such other shift as mutually agreed between the Employer, the Employee and the Union.

In consultation with the Union, the Employer shall select the Lead Hand and determine the Lead Hand's work schedule. The employee selected to be the Lead Hand may decline the Lead Hand appointment. The Employer shall have the right to reassign or discontinue the Lead Hand role at any time, subject to consultation with the Union.

Premium Payable

The Lead Hand receives a premium of two dollars and fifty cents (\$2.50) per hour for each hour so delegated, in accordance with the Collective Agreement.

Duties and Responsibilities

Delegation and oversight of routine operational activities in the context of JCCLP's MDH Facilities Maintenance operation refers to and includes the following duties and responsibilities (these duties are not exclusive to the Lead Hand, but are shared with management and are subject to management direction):

1. Assist Customer Business Manager or designate in determining the availability of technicians on shift. Update day off/vacation/sick time for the day with the Planner/Scheduler.
2. Investigate overdue events and escalations and help resolve them. Take direction from management towards resolution of overdue/escalated events.
3. Identify material and parts requirements for work orders, obtain quotes, track approved orders. Assign work to technician for completion after parts are received.
4. Check QFM events for completion by technicians and close any incomplete work orders after obtaining input from the technicians.
5. Coordinate Preventative Maintenance assignments and track completion throughout the process.
6. Provide on-site liaison with contractors and OEM representatives for work to be performed on equipment.

7. Assist with hot work permit process and disabling of fire points to enable specific work to be performed.

8. Assist Planner/Scheduler and Customer Business Manager in assigning events and prioritizing demand work with the technicians, as required.

9. Assist technicians in completion of tasks, if required.

10. Accept work order event assignments as schedule and timing permits.

11. Coordinate resolution of building system defects with the technicians and OEM support.

12. Act as a trainer to other technicians and new hires on various systems.

13. Act as point of communication between FM staff and management in resolving day to day issues and resolution of events, if required.

14. Other duties as assigned.

The Lead Hand is not responsible for performance management nor investigating disciplinary issues. The Lead Hand may be required to assign and/or direct work.