

Highlights of Service and Clerical Tentative Agreements for Local Issues

- CUPE Local 5441 and Unity Health Toronto -

- Clarifying and correcting housekeeping errors from first Collective Agreements.
- Clarifying timeline of submission of availability: two weeks prior to posted schedule.
- Shift exchange no longer requires adhering to seniority.
- Ability to carry over service and seniority from Service to Clerical and vice-versa, if successful applicant in another job in the other Bargaining Unit.
- Increase the number of clerical stewards to 15.
- Add ability to request cross-training to Clerical Collective Agreement.
- Inclusion of deadline for Hospital to respond to Christmas / New Year scheduling requests.
- Clarifying that vacation scheduling is on the basis of seniority if submitting in accordance with timelines.
- Assignment of PT/Casual to a vacancy (e.g., sick call), prior to moving a FT employee.
- Ability to request correction of errors on pay for any amount, if urgent.
- Inclusion of years of service on the seniority list, on a trial basis.
- Notification in writing to Union within 3 days of an incident of workplace violence.
- Deletion of LOU's that are no longer applicable.
- Renewal of LOU's for Grandparenting of Status & Vacation & Benefits, Sick Bank Payouts, Sunsetting of Letters of Expectation/Counsel, Shared Cost of Union President Leave, Transition & Scheduling Committee, RPN Certificate, OR RPN Sponsorship, Multiple Positions, Apprenticeship, Union Office Space.
- Amendment of Extended Tour LOU, to clarify voting procedure, and process for assigning OT.

Unity Health Toronto

- and -

CUPE Clerical (Local 5441.00) and Service (Local 5441.01)

All Items Agreed to on October 25 and 27; November 1 and 18; and November 23, 2022

Number and Location to be determined as housekeeping

NEW

The parties agree to change all references from Employer to Hospital prior to printing the Collective Agreement.

E.1 Union Stewards

- (a) The Hospital agrees to recognize the President, Vice-President or designate, Site Vice- Presidents, ~~Lead Stewards~~ and Stewards for the purpose of dealing with Union business as provided under this Collective Agreement.
- (b) The number of service bargaining unit stewards shall be no more than twenty-seven (27) {SERVICE – no change}. {CLERICAL: change ~~fourteen~~ ~~(14)~~ **fifteen (15).**}
- (c) Nothing in this Article shall preclude stewards from the Service Bargaining Unit from representing employees in the Clerical Bargaining Unit or vice-versa.
- (d) When representation is required, the Hospital will notify the ~~Lead Steward~~ **Site Vice-President** or designate, and the Union shall identify a steward to attend.
- (e) The parties agree to make every effort to minimize inter-site travel by utilizing various communication resources available to facilitate meetings.

F.2 Transfer of Seniority and Service *(Re: Article 9.07)*

- (b) **Effective date of ratification, successful job applicants who transfer between CUPE Service and CUPE Clerical bargaining units or vice versa, shall retain their seniority and service at the time of transfer.**

ARTICLE H (Add to CLERICAL CA)

H.1 **Employees may request of their manager the opportunity to be cross-trained for clerical work within a department, in order to be available for additional shifts and/or to increase their abilities to meet the normal requirements of other clerical positions.**

I.1 Sick Leave Notification

- (d) The Hospital shall ~~pay~~ **reimburse the** full cost of any medical certificate required of an any full-time or part-time employee.

I.2 (b) The Hospital will notify the Union of the names of all bargaining unit employees who are off work due to work related injury, or on ~~Short-Term EI Disability~~ or Long-Term Disability. *{Fix in Service CA; Clerical already correct}*.

K.1 (c) Christmas and New Year's Scheduling

- i) Employees may indicate their preference for time off for Christmas and/or New Year's, to the appropriate Unit Manager, in writing, no later than November 1st.
- ii) Employees who are required to work will have the ability to request their preferred Holiday and shift to be worked on an annual basis in writing no later than November 1st and will be awarded their preferred shift(s), on the basis of seniority, if operations allow.
- iii) Employee scheduling preferences will be accommodated on the basis of seniority, subject to operational requirements.
- iv) **The Hospital will respond to any such request(s) no later than November 15th.**

K.2 Holiday During Vacation

If a vacation is booked during a week or over a period of days that includes a **statutory paid** holiday, the **statutory paid** holiday(s) will be coded as a **statutory paid** holiday and not a vacation day.

L. 3 *Move to Appendix in both CA's.*

SERVICE was missing 4% column.

L.3 Unpaid Vacation (Part-Time & Casual)

ANNUAL VACATION <u>UNPAID</u> TIME OFF (IN 7.5 HOURS DAYS) BASED ON % IN LIEU AND FTE						
FTE	4% Vacation Unpaid Days Off	6% Vacation Unpaid Days Off	8% Vacation Unpaid Days Off	10% Vacation Unpaid Days Off	12% Vacation Unpaid Days Off	14% Vacation Unpaid Days Off
0.2	2.0 days	3.0 days	4.0 days	5.0 days	6.0 days	7.0 days
0.3	3.0 days	4.5 days	6.0 days	7.5 days	9.0 days	10.5 days
0.4	4.0 days	6.0 days	8.0 days	10.0 days	12.0 days	14.0 days
0.5	5.0 days	7.5 days	10.0 days	12.5 days	15.0 days	17.5 days
0.6	6.0 days	9.0 days	12.0 days	15.0 days	18.0 days	21.0 days
0.7	7.0 days	10.5 days	14.0 days	17.5 days	21.0 days	24.5 days
0.8	8.0 days	12.0 days	16.0 days	20.0 days	24.0 days	28.0 days
0.9	9.0 days	13.5 days	18.0 days	22.5 days	27.0 days	31.5 days

L.4 Vacation Scheduling (Full-time and Part-time combined) - Maintain

The vacation period shall consist of two vacation cycles and will be administered as follows:

- (a) Subject to operational requirements, vacation requests submitted within the timelines in (d) and (e) will be granted by seniority.**
- (b) Requests submitted outside of the submission periods in (d) and (e), will be approved on a first come first served basis.**
- (c) Once approved, vacation schedules shall not be changed unless it is agreed between the Employer and the employee concerned.**

~~(a)~~**(d)** For June 1 to November 30

The vacation planner shall be posted February 1 and shall be removed by the Manager or designate on March 15. Employees may submit their requests during this period. Vacation schedules shall be confirmed and the finalized vacation planner shall be posted by April 15.

An employee shall be able to exercise their seniority during the summer vacation period (June 15 to September 15) for up to two (2) weeks during summer prime time. Employees must indicate their first or second choice for when they want to exercise their seniority to be approved for summer vacation.

~~(b)~~**(e)** For December 1 to May 31 each year

The vacation planner shall be posted August 1 and shall be removed by the Manager or designate on September 15. Employees may submit their requests during this period. Vacation schedules shall be confirmed and the finalized vacation planner shall be posted by October 15.

~~(d)~~ ~~Requests submitted outside of the submission periods will be approved on a first come first serve basis.~~

~~(e)~~ ~~Once approved, Vacation schedules shall not be changed unless it is agreed between the Employer and the employee concerned.~~

M.6 Violence in the Workplace

(b) The Hospital will inform the Union **in writing** within three (3) working days of any employee who has been subjected to violence while performing their work. **The union will provide a hospital email address for such notification.** ~~Such information shall be submitted to the Union in writing as soon as possible, and no later than three (3) working days.~~

The Hospital will follow-up with any employee involved with an incident of violence in order to provide the employee with information regarding their right to contact the police or Employee Assistance Program as needed.

N.7 Part-Time and Casual Scheduling

(a) Availability

- i) Availability must be submitted at least ~~three (3)~~ **two (2)** weeks in advance of the ~~start of a schedule~~ **schedule being posted**.

N.7 Part-Time and Casual Scheduling

iv) Shifts becoming available after the schedule is posted

Part-time employees will be called in seniority order, on the basis of availability, for shifts that become available after the schedule is posted.

Should no part-time employee be available, casual employees will be offered additional shifts in seniority order.

The Hospital will normally assign part-time and casual staff, provided they have the required skills and abilities, to fill any shift that is vacant due to an absence prior to moving any full time employee into the vacant shift.

It is agreed that employees will not be offered shifts if the shift places the employee in an overtime situation, **unless Article O.2 applies**. Shifts that are in violation of the collective agreement or legislation will not be offered to the employee.

N.8 (a) Shift Exchange

Employees may be permitted to trade their days off or scheduled shifts with another qualified Employee ~~and where all else is equal seniority will be the deciding factor.~~

O.3 Standby Scheduling and Premium

- (c) When stand-by shifts become available on a temporary basis, stand-by shifts will be offered in order of seniority **to those** who are qualified to do the work in the following manner: full-time, then part-time, and then casual, to those who are willing to take the additional stand-by hours.

R.3 Errors in Pay

The Hospital will correct any pay discrepancy equivalent to one seven and half (7.5) hour shift or greater, as soon as possible, but no later than five (5) business days after notification of the error is made to the Payroll Department and approved by their Manager. **Notwithstanding the above, in extenuating and urgent circumstances, employees may request discrepancies of a lesser amount to be paid within five (5) business days as well.**

Any other discrepancies will be corrected within one pay period from the date of notification.

LETTERS OF UNDERSTANDING

Renumber LOUs so that LOUs that exist in both agreements are numbered the same in each.

LOU #1 (Both) – Renew

RE: Multiple Positions

The parties agree to maintain the current practices and policies as they relate to employees working in more than one classification. The Employer agrees not to amend these practices or policies without agreement from the Union. The parties will meet in Labour Management after finalizing the first collective agreement to discuss these issues.

LOU #2 (SERVICE) – Renew

RE: Article 2 – Employees at Providence Healthcare Considered Full-Time

Those employees at Providence Healthcare who at the date of ratification/award hold an FTE < 1.0 but who are considered full-time, shall retain their status as full-time employees, notwithstanding Article 2.03.

Furthermore, such employee's lieu day entitlement, as per Article 16.03 (a) shall be based on their normal daily hours of work (7.5 hours) and shall not be prorated.

The Hospital will provide the Union a list of all affected employees within 30 days of ratification. The Hospital and the Union agree to remove this Article from the Collective Agreement once there are no longer employees with an adjusted full-time status.

LOU #2 (CLERICAL) – Renew

Re: Temporary Full-time Employees

Part-Time staff who are in temporary full-time positions and have been in receipt of benefits shall continue to receive such benefits up until the end date of their current temporary contract.

Any renewals of their temporary full-time contracts will be in accordance with the Collective Agreement.

LOU#3 (BOTH) – Renew

RE: Letters of Expectation / Counsel

Any letter of expectation and/or counsel will be removed from the file of an employee eighteen (18) months following the receipt of such letter provided that such employee's file has been free of any other such letter on the same matter for one year. All leaves of absence in excess of ten (10) calendar days will not count toward either of the above periods.

LOU #4 (BOTH) – Renew

RE: Article 12.02 – Local President Union Leave

The parties recognize the amount of work that has been established between the parties and therefore agree that the elected or appointed President (or designate), shall be entitled to be on a leave of absence for their duties. The Hospital will pay fifty percent (50%) of the cost of such full-time leave of absence, including benefits. All rights and benefits shall be maintained.

LOU #5 (Both) – Delete

RE: Article 13.01 – HOODIP

LOU #6 (SERVICE) – Renew

RE: Article 13.01 – Sick Bank Records (*SJHC and SMH*)

(a) Sick Bank Record

A record of all unused frozen sick leave will be kept by the Hospital. Each employee shall be advised by the Hospital of the amount of frozen sick leave standing to their credit via email by January 31st of each year.

- (b) Sick Bank Cashout Provisions (SJHC Collective Agreement September 29, 1985)

On the termination of employment, an employee who has worked five (5) consecutive years or more shall be eligible to receive on-half (1/2) of the unused accumulation of sick leave based on current wage rates being paid to the employee immediately prior to termination. However, an employee retiring on pension from the Hospital shall be eligible to receive 100% of the unused accumulation of sick leave in cash based on current wage rates being paid to the employee immediately prior to retirement. In case of termination as a result of death while in the employ of the Hospital, after working five (5) years, 50% payment shall be made to the estate of the deceased employee.

- (c) In the absence of historical SEIU language regarding sick bank cashout provisions, the parties agree to utilize the above Sick Bank Cashout Provisions from the SJHC Collective Agreement September 29, 1985 for remaining employees with frozen sick banks at the SMH site as of the date of ratification/award.

The Hospital and the Union agree to remove this Article from the Collective Agreement once there are no longer employees with frozen sick leave banks.

LOU #6 (CLERICAL) – Renew

Re: Article 13.01 – Sick Bank Records

- (a) Sick Bank Record

A record of all unused frozen sick leave will be kept by the Hospital. Each employee shall be advised by the Hospital of the amount of frozen sick leave via email by January 31st of each year.

- (b) The parties agree to utilize the Sick Bank Cashout Provisions from the SJHC Collective Agreement September 29, 1985, as follows, for the remaining SJHC employees with-frozen sick banks of the date of ratification/award:

Sick Bank Cashout Provisions (SJHC Collective Agreement September 29, 1985)

On the termination of employment, an employee who has worked five (5) consecutive years or more shall be eligible to receive on-half (1/2) of the unused accumulation of sick leave based on current wage rates being paid to the employee immediately prior to termination. However, an employee retiring on pension from the Hospital shall be eligible to receive 100% of the unused accumulation of sick leave in cash based on current wage rates being paid to the employee immediately prior to retirement. In case of termination as a result of death while in the employ of the Hospital, after working five (5) years, 50% payment shall be made to the estate of the deceased employee.

- (c) The parties agree that the Sick Bank Cashout Provisions from the SJHC Collective Agreement September 29, 1985 will also be applied to the remaining PHC Clerical employee with a Sick Bank as of the date of ratification/award.
- (d) The parties agree that the remaining employee at the SMH site will remain eligible for payout of their frozen sick bank in accordance with the letter dated December 9, 2010 whereby they were advised of the following:

Employees employed prior to 1986 were allowed to accumulate sick leave credits to a maximum of 120 days. In 1986, the accumulation of these sick credits ceased. They were only payable upon termination or retirement at the hourly rate at the time. Sick banks will be frozen at the current hourly rate as of January 1, 2011, for non-unionized staff only. The terms of payout upon termination or retirement will remain the same.

- (e) The Hospital and the Union agree to remove this Article from the Collective Agreement once there are no longer employees with frozen sick leave banks.

LOU #7 (SERVICE) – Renew

RE: Article 13.01 – Implementation of HOODIP – PHC Sick Credits

The parties agree that the effective date of transfer to HOODIP for Full-time staff at the Providence Healthcare Site will be effective the date of ratification or award.

Sick Bank Cashout Provisions (PHC Collective Agreement September 28, 2017).

Payout of sick credits upon termination of employment for Providence Healthcare employees will occur in accordance with Article 13.01 c) (3) and is captured as follows:

An employee having accrued sick leave credits and who terminated their employment or is retired shall receive a salary grant based on their then current regular hourly rate of pay as follows:

- i) for continuous service of more than five (5) years, 75% of the unused sick credits up to a maximum of one hundred (100) accumulated days;
- ii) employees commencing employment after May 13, 1985 will be eligible for 50% of their unused sick time as a cash payment upon their termination of employment provided they have five (5) years of service.

LOU #8 (SERVICE) / LOU #7 (CLERICAL) – Renew

RE: Transition and Scheduling Committee

- (a) A committee representing both the full-time and part-time members, consisting of one (1) full-time and one (1) part-time employee appointed by the Union, and two (2) Employer representatives will be established to assist in implementing the Collective Agreement, and develop and review scheduling practices as necessary. When the schedule of an individual unit or work area is being reviewed, the committee will include one (1) full-time and one (1) part-time employee and one (1) management representative from the unit.

The committee will be given access to all policies respecting scheduling procedures. They will be provided with reasonable time for review. Meetings will normally take place on a unit or work time, but any member of the committee who is on time off will be compensated by the Hospital at straight time for the meeting time only.

- (b) The purpose of the Committee will be to act in an advisory capacity and assist in resolution of scheduling concerns, including:

- i) reviewing guidelines for scheduling;
- ii) at the request of the Hospital or the Union, exploring alternative scheduling arrangements including those made available through enabling language in the Central Collective Agreement;
- iii) where conflicts have not been resolved on an individual unit, developing joint recommendations consistent with appropriate staffing levels within the unit staffing budget, quality of care, quality of life for staff, and the Collective Agreement.

LOU #9 (SERVICE) / LOU #8 (CLERICAL) – AMEND

RE: Article 14.04 – Extended Tours

The parties agree to maintain the current scheduling practices for Hospital units where extended tours are in place. The parties Transition Scheduling Committee will meet to review all such extended tour arrangements and current LOU's and will make recommendations to the parties for their consideration.

Twelve Hour Scheduling

A) Introduction / Discontinuation of Extended Tours

Extended shifts and schedules will only be introduced by mutual agreement of the parties.

If sixty-six and two-thirds per cent (66 2/3%) (as determined by secret ballot) of the affected full-time and regular part-time employees **(not including Casual employees)** and the Hospital mutually agree, the extended tour schedule will be implemented **and will apply to all full-time, regular part-time and casual employees.**

- (a) **The parties will develop a department-specific LOU where extended tours are to be implemented**
- (b) The Hospital agrees, if requested, to meet with the Union prior to ~~implementing or discontinuing~~ extended tour scheduling. ~~where such schedules do not already exist.~~

- (c) In the event an extended shift schedule is discontinued by the Employer, the employees affected will revert back to a standard work day schedule, with no less than six (6) weeks notice.

B) Scheduling (determined by each Unit/department needs); rest of LOU is standard language for all extended tours)

Full-time employees working extended tours will be provided with a schedule that provides full time hours over a defined scheduling period, as agreed to in the specific department LOU (ex. 112.5 hours over 3 weeks, 150 hours over 4 weeks). ~~Full-time employees will be regularly scheduled to work one hundred and fifty (150) hours in a four (4) week schedule which includes at least two (2) seven and one-half (7.5) hour shifts in the scheduling period, or two hundred and twenty-five (225) hours in a six (6) week schedule, unless otherwise mutually agreed between the Union and the Hospital in a specific department's LOU.~~

No employee will be required to work more than three (3) consecutive days without two (2) consecutive days off, unless otherwise mutually agreed between the Union and the Hospital in a specific department's LOU.

C) General Provisions

These general provisions shall be standard language in department-specific LOUs, unless otherwise agreed.

(a) Hours of Work

The normal daily extended shift shall be eleven and a quarter (11.25) consecutive hours in any twenty-four (24) hour period, exclusive of a total of forty-five (45) minutes of unpaid mealtime.

There shall be;

- I. At least twelve (12) hours' time off will be scheduled between shifts.
- II. The Employer will not schedule split shifts.

III. Shift schedules shall be posted a minimum of three (3) weeks in advance and shall cover a period of four (4) or six (6) weeks, depending upon the normal scheduling period used.

IV. **Employees may be scheduled for shifts for fewer than 11.25 hours when on an extended tour schedule.**

(b) Overtime

Daily Overtime Eligibility:

Where an employee is working an extended tour, **daily** overtime shall be defined as being all hours worked in excess of eleven and a quarter (11.25) hours in a workday.

Weekly Overtime Eligibility:

Where a full-time employee is working in an extended tour, weekly overtime shall be defined as being all hours worked in excess of the defined number of hours in a specified overtime averaging period as agreed to by the parties in the department specific LOU.

Where a part-time or casual employee is working in an extended tour, weekly overtime shall be defined as being all hours worked in excess of 75 hours in a pay period, unless otherwise agreed by the department specific LOU.

~~, as per the parameters in i) and ii) below. or one hundred and fifty (150) hours in a four (4) week schedule, or two hundred and twenty-five (225) hours in a six (6) week schedule, depending upon the normal scheduling period.~~

Overtime Scheduling:

i) **Overtime in addition to a standard twelve (12) hour workday**

When the Hospital determines that overtime of up to an additional 4 hours is required in addition to a standard workday, it will be offered in order of seniority to those employees who are on shift, who are qualified to perform the work that is available, in the following manner: full-time, then part-time, and then casual.

ii) **Overtime that results in an extra shift or hours worked in excess of the defined number of hours in a specified overtime averaging period as agreed to by the parties in the department specific LOU beyond one hundred and fifty hours (150) hours in a four (4) week schedule**

When the Hospital determines that overtime is required that results in an extra shift or hours worked in excess of the defined number of hours in a specified overtime averaging period as agreed to by the parties in the department specific LOU ~~for Full-Time or more than one hundred and fifty (150) hours in a four week schedule,~~ it will be offered in order of seniority to those who are qualified to do the work that is available, in the following manner: full-time, then part-time, and then casual.

(c) **Lieu Time for Overtime**

Time off in lieu may be taken on a mutually agreed upon basis between the employee and the Hospital.

(d) **Rest Period**

Employees working twelve (12) hour schedules shall be entitled to a paid rest period of an additional forty-five (45) minutes in total during their shift. However, the scheduling of such rest period shall not interfere with patient care or operational requirements.

(e) Meal Periods

Employees shall be entitled to an unpaid meal break of forty-five (45) minutes when working an extended tour.

Staff that are required to remain on Hospital premises during break to answer any call or pages will be paid for the meal break at the rate of time and one-half their straight regular rate.

(f) Weekends Off

The Hospital will schedule no less than one (1) weekend off in two (2) if employees are working extended tours, unless the Hospital and the employee agree otherwise.

The weekend off shall be a fifty-six (56)-hour continuous period following the completion of the Friday evening shift until the commencement of the Monday day shift.

(g) Weekends Worked

Employees may request in writing to work more than one weekend in two, where working extended tours. Such requests will not result in overtime payment.

Such scheduling shall be discontinued in the schedule following a written request by the employee or by the next schedule at the latest.

(h) Statutory Paid Holidays

Holiday pay will be based on a seven and one-half (7½) hour normal shift length, for an annual total of ninety (90) hours. When any of the holidays noted in Article 16 falls on an employee's scheduled day off, the employee shall receive another day off with holiday pay at a time mutually agreed upon between the Employer and employee. In situations where the agreed to day off is a eleven and a quarter (11.25) hour shift, employees will be allowed to top up pay to eleven and a quarter (11.25) hours if they wish using available time, such as vacation, lieu time, or any banked holiday pay.

- (i) Vacation
(Applicable to Full-Time Employees Only)

Vacation entitlement as set out in Article 17.01 will be converted to hours on the basis of thirty-seven and a half (37.5) hours perweek.

- (j) Sick Leave and Long-Term Disability
(Applicable to Full-Time Employees Only)

The short-term sick leave plan will provide payment for the number of hours of absence according to the scheduled tour to a total of five-hundred and sixty-two and a half (562.5) hours. (HOODIP) All other provisions of the existing plan shall apply mutates mutandis.

Note: Should an issue arise not covered by this extended tour agreement, the terms of the existing collective agreement should prevail.

LOU #10 (SERVICE) / LOU #9 (CLERICAL) – Renew

RE: Article 17.01 – Vacation

Full-Time

Employees who are in receipt of a greater vacation entitlement as at the date of ratification/award than is provided under Article 17.01(a) shall continue to receive such greater entitlement. Staff will be red-circled at their current vacation entitlement based on their years of service or entitlement level. This level will be maintained until they are eligible to progress to the next applicable increased vacation entitlement level based on their years of service as provided for under Article 17.01 (a).

Part-Time and Casual

Employees who are in receipt of a greater vacation pay entitlement as at the date of ratification/award than is provided under Article 17.01(b) shall continue to receive such greater vacation pay entitlement. Staff will be red-circled at their current vacation pay entitlement based on their hours worked or vacation pay percentage. This level will be maintained until they are eligible to progress to the

next applicable increased vacation pay entitlement level based on the eligible hours of work as provided for under Article 17.01 (b).

The Hospital will provide the Union a list of all affected employees within 30 days of ratification. The Hospital and the Union agree to remove this Article from the Collective Agreement once there are no longer employees with greater vacation entitlements.

LOU #11 (SERVICE) – Renew

RE: RPN Certificate of Registration

A nurse is required to have a renewed Certificate of Registration on or before February 15th of each year. The Hospital will obtain evidence that their Certificate of Registration is in good standing and currently in effect. Such time will be extended for reasons where the College of Nurses of Ontario permits the nurse's Certificate of Registration to remain in effect. If the nurse's Certificate of Registration is suspended by the College of Nurses of Ontario for non-payment of the annual fee, the nurse will be placed on non-disciplinary suspension without pay. If the nurse presents evidence that their Certificate of Registration has been reinstated, they shall be reinstated to their position effective upon presenting such evidence.

Failure to provide evidence within ninety (90) calendar days of the nurse being placed on non-disciplinary suspension by the hospital will result in the nurse being deemed to be no longer qualified and the nurse shall have the opportunity to resign or will be terminated from the employ of the Hospital. Such termination shall not be the subject of a grievance or arbitration.

LOU #12 (SERVICE) – Renew

RE: OR RPN Sponsorship

The Hospital and the Union recognize that there is a shortage of RPNs with OR experience. In order to address these needs, the parties agree to establish an OR RPN sponsorship program whereby the Hospital and Union recognize that the purpose of this sponsorship program is to provide registered RPNs to attend a training program sponsored by the hospital, that will prepare them and provide

them with competency skills to care for patients in the operating rooms at Unity Health Toronto, both the St. Joseph's Hospital and St. Michael's Hospital sites.

The Hospital and Union agree that the Hospital may employ individuals into the OR RPN Sponsorship Program under the following terms and conditions:

- (a) A posting for an OR RPN sponsorship position shall be posted on the intranet as per Article 9.05 and the successful candidate(s) will be selected through a competitive hiring process. And whereas all other competitive hiring practices including: interview, skills assessment, related experience and ability to meet the requirements of the Sponsorship program, the sponsorship position shall be filled by the most qualified internal applicant(s) and where all else is equal, seniority will be the deciding factor.
 - i) And whereas there are still vacancies and not enough successful internal applicants, then an external OR RPN sponsorship will be posted on the intranet.
- (b) Any permanent employee hired internally into the OR RPN Sponsorship shall be considered to be filling a temporary vacancy in order to complete their education as defined by the Sponsorship for the certificate.
 - i) Any employee hired externally into the OR RPN Sponsorship will be considered a Temporary employee under Article 2.01 until such time of successful completion of the sponsorship program and orientation. Once the program and orientation are completed, the employee will convert to a permanent full-time position in the OR of sponsorship.
 - ii) Additionally, the program sponsoring the position would pay for all educational materials and/or associated tuition and/or fees associated with the OR RPN sponsorship program.
- (c) Wage rates for Sponsorships shall be in the start rate for the RPN classification, but not less than their current wage rate.

Upon achievement of certification and employment in the OR of either SJHC or SMH, the employee will be placed on the wage grid:

i) For internal applicants

In accordance with Article 20.03;

ii) For external applicants

Including their time training as a sponsored student. Seniority will be credited upon completion of probation in accordance with Article 9.01.

The employee commits to working as an OR RPN staff member, at the site that they were sponsored, for a minimum of one (1) year upon successful completion of the sponsorship program.

(d) Should an employee fail to complete the program or meet the minimum course requirements:

i) if they were an external hire, their employment will be terminated. Such termination will not be subject to grievance or arbitration.

ii) if they were an internal applicant, the employee will be returned to their previous position, or a similar vacant position for which they are qualified to perform.

LOU #13 (SERVICE) – Renew

RE: Apprenticeship

The Hospital and the Union agree that the Hospital may employ individuals in the Apprentice classification under the following terms and conditions:

(a) Where offered by the Employer, the parties recognize that the purpose of the classification is to provide qualified individuals with training in the trade of their choice. As such, only individuals designated as Apprentices under the Apprenticeship and Tradesman Qualification Act of Ontario may occupy this classification.

(b) A notice of an Apprenticeship will be sent to all employees within Engineering and Plant Services, across the Network, via email, with a copy to the Union, and employees will have seven (7) days to express their interest in filling the Apprenticeship. The Apprenticeship requirements will include the following:

- i) a minimum of one (1) year experience in a hospital maintenance environment, or six (6) months experience in related trade,
 - ii) a commitment to fully participate and meet the apprenticeship program requirements,
 - iii) meet succession planning requirements,
 - iv) and where all else is equal seniority shall be the determining criteria.
- (c) Any permanent employee hired internally into as an Apprentice shall be considered to be filling a temporary vacancy in order to complete their education as defined by the Apprenticeship and Tradesman Qualification Act of Ontario. Educational materials (does not include tools and equipment) required will be covered under Article 12.08.

Should an employee fail to complete their apprenticeship and pass the certification exam:

- i) if they were an external hire, their employment will be terminated. Such termination will not be subject to grievance or arbitration.
- ii) if they were an internal applicant, the employee will be returned to their previous position, or a similar vacant position for which they are qualified to perform.

Notwithstanding the above, the Hospital may decide to allow the Apprentice to re-take the certification exam.

- (d) Wage rates for Apprentices shall be in accordance with the equivalent rate of the Maintenance Helper rate outlined in the wage grid.

Upon achievement of certification and employment in a qualified Trade position, the employee will be placed on the wage grid and applicable position in the Trade classification in accordance with Article 20.03.

- (e) The employee commits to working at the Hospital in a Trade position for a minimum of one (1) year upon successful completion of the Apprenticeship program. In the event, the employee does not complete the one (1) year commitment, the employee will be responsible for the repayment of the education material outlined above.

LOU #14 (SERVICE) / LOU #10 (CLERICAL) – Renew

RE: Office Space (SJHC and PHC Sites)

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

1. The Union agrees to utilize and maintain this office space consistent with the philosophy of the Hospital.
2. The Hospital will have access to this office with notice to the Union, for cleaning, maintenance and emergency purposes.
3. The Union will not be required to share the office with another Union.
4. The Hospital will give the Union at least ninety (90) days' notice to vacate the premises if they can no longer provide this space and provide an alternate space.
5. The Union agrees to accept this notice and agrees to vacate the premises with ninety (90) day period.

LOU #15 (SERVICE) – Delete

New LOU #XX

The parties agree on a trial basis to include the following:

F. 1 Seniority Lists

- (c) Seniority lists shall contain, for each employee listed, name, date of hire, seniority date, **permanent status, years of service, hours of service (for Part-Time/Casual)**, classification and department.

Any issues with producing the above report will be addressed in Labour Management Meetings. This trial period will be in effect until two seniority lists have been produced, at which time the parties will re-evaluate the inclusion of the information.