

**COMBINED FULL-TIME/PART-TIME**

# **COLLECTIVE AGREEMENT**

- between -



**UNITY HEALTH TORONTO**  
(hereinafter called the “Hospital”)

- and -



**CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 5441.00 (CLERICAL)**

**Expiring: September 28, 2023**

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## **ARTICLE 1 – PREAMBLE**

### **1.01 Preamble**

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

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

## **ARTICLE 2 – DEFINITIONS**

### **2.01 Temporary Employee**

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

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

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

### **2.02 Part-Time Commitment**

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



### 2.03 Regular Part-Time Employee

A regular Part-time employee is one who is normally scheduled to work in accordance with Article 14 and Article N at minimum in accordance with a Full-time Equivalent (FTE) which is less than seventy-five (75) hours over a two week pay period and has made a commitment to be available for work on a predetermined basis.

A regular part-time employee will at minimum be 0.2 FTE.

### 2.04 Casual Employee

A casual employee is defined as an employee who is not regularly scheduled and who does not commit to be available on a predetermined basis.

## **ARTICLE 3 – RELATIONSHIP**

### 3.01 No Discrimination

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

#### **ARTICLE 4 – STRIKES & LOCKOUTS**

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

#### **ARTICLE 5 – UNION SECURITY**

##### **5.01 T4 Slips**

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

##### **5.02 Notification to Union**

- (a) The Hospital will provide the union with a list, monthly, of all hirings, lay-offs, recalls, and positions which have been vacated within the bargaining unit where such information is available or becomes readily available through the Hospital's payroll system.
- (b) The Hospital 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 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 Hospital for a period of up to 15 minutes during the employee's orientation period without loss of regular earnings. The purpose of the meeting will be to acquaint the employee with such representative of the Union and the collective agreement.

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

5.04 No Other Agreements

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

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

**ARTICLE 6 – UNION REPRESENTATION AND COMMITTEES**

6.01 Union Activity on Premises and/or Access to Premises

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

6.02 Labour-Management Committee

- (a) Where the parties mutually agree that there are matters of mutual concern and interest that would be beneficial if discussed at a Labour Management Committee Meeting during the term of this Agreement, the following shall apply.
- (b) An equal number of representatives of each party as mutually agreed shall meet at a time and place mutually satisfactory. A request for a meeting hereunder will be made in writing prior to the date proposed and accompanied by an agenda of matters proposed to be discussed, which shall not include matters that are properly the subject of grievance or negotiations for the amendment or renewal of this agreement.

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

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

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

- (d) It is understood that joint meetings with other Labour-Management Committees in the Hospital may be scheduled concerning issues of mutual interest if satisfactory to all concerned.
- (e) Where two or more agreements exist between a Hospital and CUPE the Committee may be a joint one representing employees under both agreements, unless otherwise agreed.

#### 6.03 Local Bargaining Committee

The Hospital agrees to recognize a negotiating committee comprised of hospital employee representatives of the Union for the purpose of negotiating a renewal agreement (as set out in the Local Provisions Appendix – Article E.4). The Hospital agrees to pay members of the negotiating committee for straight time wages lost from their regularly scheduled working hours spent in direct negotiations for a renewal agreement, up to but not including arbitration. Nothing in this provision is intended to preclude the Union negotiating committee from having the assistance of any representatives of the Canadian Union of Public Employees when negotiating with the Hospital.

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

#### 6.04 Central Bargaining Committee

- (a) In central bargaining between the Canadian Union of Public Employees and the participating hospitals, an employee serving on the Union's Central Negotiating Committee shall be paid for time lost from their normal straight time working hours at their 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 their normal straight time working hours at their regular rate of pay and without loss of leave credits for two (2) days of preparation time for such central negotiating meetings with the

Hospital's Central negotiating Committee. Upon reference to arbitration, the Negotiating Committee members shall receive unpaid time off for the purpose of attending arbitration hearings.

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

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

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

#### 6.05 Union Stewards

- (a) The Hospital agrees to recognize Union stewards to be elected or appointed from amongst employees in the bargaining unit who have completed their probationary period for the purpose of dealing with Union business as provided under this Collective Agreement.
- (b) A Chief Steward or designate may, in the absence of any steward, assist in the presentation of any grievance, or with any steward function.
- (c) The Union shall keep the Hospital notified in writing of the names of Union stewards appointed or selected under this Article as well as the effective date of their respective appointments.
- (d) It is agreed that Union stewards have their regular duties and responsibilities to perform for the Hospital and shall not leave their regular duties without first obtaining permission from their immediate supervisor. If, in the performance of their duties, a Union steward is required to enter an area within the Hospital in which they are not originally employed, they shall report their presence to the supervisor in the area immediately upon entering it. Such permission shall not be unreasonably withheld. When resuming their regular duties and responsibilities, such steward shall again report to their immediate supervisor. A Union steward shall suffer no loss of earnings for time spent in performing the above duties during their regular scheduled working hours.

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

#### 6.06 Grievance Committee

The Hospital will recognize a Grievance Committee composed of the Chief Steward and not more than (as set out in Local Provisions Appendix – Article E.2) employees selected by the Union who have completed their probationary period. A general representative of the Union may be present at any meeting of the Committee. The purpose of the Committee is to deal with complaints or grievances as set out in this Collective Agreement.

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

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

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

- 7.01 For purposes of this Agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration, or alleged violation of the Agreement including any question as to whether a matter is arbitrable.
- 7.02 At the time formal discipline is imposed or at any stage of the grievance procedure an employee shall have the right upon request to the presence of their steward. In the case of suspension or discharge the Hospital shall notify the employee of this right in advance.
- 7.03 It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible, and it is understood that an employee has no grievance until they have first given their immediate supervisor the opportunity of adjusting their complaint. The grievor may have the assistance of a union steward if they so desire. Such complaint shall be discussed with their 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 their immediate supervisor's decision in the following manner and sequence:

Step No. 1

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

Step No. 2

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

- 7.04 A complaint or grievance arising directly between the Hospital and the Union concerning the interpretation, application or alleged violation of the Agreement shall be originated at Step No. 2 within fourteen (14) calendar days following the circumstances giving rise to the complaint or grievance. It is expressly understood, however, that the provisions of this Article may not be used with respect to a grievance directly affecting an employee which such employee could themselves institute and the regular grievance procedure shall not be thereby bypassed.
- 7.05 Where a number of employees have identical grievances and each employee would be entitled to grieve separately, they may present a group grievance in writing identifying each employee who is grieving to the Department Head or their designee within fourteen (14) calendar days after the circumstances giving rise to the grievance have occurred or ought reasonably to have come to the attention of the employee(s). The grievance shall then be treated as being initiated at Step No. 2 and the applicable provisions of this Article shall then apply with respect to the processing of such grievance.

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

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

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

7.07 (a) Failing settlement under the foregoing procedure of any grievance between the parties arising from the interpretation, application, administration, or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, such grievance may be submitted to arbitration as hereinafter provided. If no written request for arbitration is received within eighteen (18) calendar days after the decision under Step No. 2 is given, the grievance shall be deemed to have been abandoned. Where such a written request is postmarked within sixteen (16) calendar days after the decision under Step No. 2, it will be deemed to have been received within the time limits.

(b) The parties agree that it is their intent to resolve grievances without recourse to arbitration, wherever possible. Therefore, notwithstanding (a) above, the parties may, upon mutual agreement, engage the services of a mediator in an effort to resolve the grievance and may extend the time limits for the request for arbitration. The parties will share equally the fees and expenses, if any, of the mediator.

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



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

## **ARTICLE 8 – ACCESS TO FILES**

### **8.01 Access to Personnel File**

Each employee shall have reasonable access to their personnel file for the purpose of reviewing any evaluations or formal disciplinary notations contained therein, in the presence of the Director of Personnel or designate. An employee has the right to request copies of any evaluations in this file.

### **8.02 Clearing of Record**

Any letter of reprimand, suspension or any other sanction will be removed from the record of an employee eighteen (18) months following the receipt of such letter, suspension, or other sanction provided that such employee's record has been discipline free for one year. All leaves of absence in excess of ten (10) calendar days will not count toward either of the above periods.

## **ARTICLE 9 – SENIORITY**

### **9.01 Probationary Period**

A new employee will be considered on probation until they have 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, they shall be credited with seniority equal to sixty (60) working days. With the written consent of the Hospital, the probationary employee and the President of the Local Union or designate, such probationary period may be extended. Any extensions agreed to will be in writing and will specify the length of the extension. The release or discharge of an employee during the probationary period shall not be the subject of a grievance or arbitration 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 employees, including casual employees, will accumulate seniority on the basis of one (1) year's seniority for each 1725 hours worked in the bargaining unit as of the last date of hire, except as otherwise provided herein.

Seniority will operate on a bargaining unit wide basis.

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

#### 9.03 Loss of Seniority

An employee shall lose all seniority and service and shall be deemed to have terminated if they:

- (a) resign;
- (b) are discharged and not reinstated through the grievance/arbitration procedure;
- (c) have retired;
- (d) are absent from scheduled work for a period of three (3) or more consecutive working days without notifying the Hospital of such absence and providing to the Hospital a satisfactory reason;
- (e) have been laid off for forty-eight (48) months;
- (f) have been laid off and fail to return to work within seven (7) calendar days after that employee has been notified by the Hospital through registered mail addressed to the last address on the records of the Hospital, subject to any special provisions regarding temporary vacancies noted under the heading of Layoff and Recall.

#### 9.04 Effect of Absence

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

Unless otherwise provided in the Collective Agreement:

- (a) It is understood that during an approved unpaid absence not exceeding thirty (30) continuous days or any approved absence paid by the Hospital, both seniority and service will accrue.
- (b) During an unpaid absence exceeding thirty (30) continuous calendar days, credit for service for purposes of salary increment, vacation, sick leave, or any other benefits under any provisions of the Collective Agreement or elsewhere, shall be suspended for the period of the absence in excess of thirty (30) continuous calendar days, the benefits concerned appropriately

reduced on a pro rata basis and the employee's anniversary date adjusted accordingly. In addition, the employee will become responsible for full payment of any subsidized employee benefits in which they are participating for the period of absence, except that the Hospital will continue to pay its share of the premiums up to thirty (30) months while an employee is in receipt of WSIB benefits or L.T.D. benefits. Such payment shall also continue while an employee is on sick leave (including the Employment Insurance Period) to a maximum of thirty (30) months from the time the absence commenced.

Notwithstanding this provision, service shall accrue for a period of fifteen (15) weeks if an employee's absence is due to a disability resulting in WSIB benefits or L.T.D. benefits.

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

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

#### 9.05 Job Posting

- (a) Where a permanent vacancy occurs in a classification within the bargaining unit or a new position within the bargaining unit is established by the Hospital, such vacancy shall be posted for a period of seven (7) consecutive calendar days. Applications for such vacancy shall be made in writing within the seven (7) day period referred to herein.
- (b) The postings shall stipulate the qualifications, classifications, rate of pay, department and shift and a copy shall be provided to the Chief Steward.
- (c) Vacancies created by the filling of an initial permanent vacancy will be posted for a period of three (3) consecutive calendar days, excluding Saturdays, Sundays, and Holidays. Applications for such vacancies shall be made in writing within the three (3) day period referred to herein.

- (d) In matters of promotion and staff transfer appointment shall be made of the senior applicant able to meet the normal requirements of the job. Successful employees need not be considered for other vacancies within a six (6) month period unless an opportunity arises which allows the employee to change their permanent status.
- (e) The Hospital agrees that it shall post permanent vacant positions within 30 calendar days of the position becoming vacant, unless the Hospital provides the Union notice under Article 9.08(A)(a) of its intention to eliminate the position.
- (f) The name of the successful applicant will be posted on the bulletin board for a period of seven (7) calendar days.
- (g) Where there are no successful applicants from within this bargaining unit for vacant positions referred to in this Article, employees in other CUPE bargaining units at the Hospital will be selected in accordance with the criteria for selection above, prior to considering persons who are not members of CUPE bargaining units at the Hospital. The employees eligible for consideration shall be limited to those employees who have applied for the position in accordance with this Article, and selection shall be made in accordance with this Article.
- (h) The successful applicant shall be allowed a trial period of up to thirty (30) days, during which the Hospital will determine if the employee can satisfactorily perform the job. Within this period the employee may voluntarily return or be returned by the Hospital to the position formerly occupied, without loss of seniority. The vacancy resulting from the posting may be filled on a temporary basis until the trial period is completed.
- (i) A list of vacancies filled in the preceding month under this Article and the names of the successful applicants will be posted, with a copy provided to the union.
- (j) Temporary vacancies which are not expected to exceed six (6) months will not need to be posted. A temporary vacancy may be offered to part-time or casual employees on the unit (or the department at the Site if no unit exists) in the same job classification on the basis of scheduling language (Article N) or as deemed operationally required, by expression of interest to be awarded by seniority. Where the Hospital fills the temporary vacancy via expression of interest, the Union will be provided notification of the vacancy and the name of the employee selected for the position.
- (k) In situations where a part-time or casual employee assumes the duties of a full-time position on a temporary basis, the employee will continue to be

treated as a part-time or casual employee for all purposes under the Collective Agreement.

The employee filling the vacancy will continue to maintain their original position and upon completion of the assignment the employee will return to their former position.

- (l) Where an expression of interest is being solicited, in the interim the Hospital shall fill any vacancy on the basis of Article 14 & Article N, until the position has been filled as per this Article.
- (m) If a temporary vacancy which is less than 6 months is extended beyond the initial expected duration, it will be re-offered to the bargaining unit as per 9.05 (j). A temporary vacancy may be extended a further six (6) months on mutual agreement of the Union, employee, and Hospital or by the Hospital on its own up to twelve (12) months where the leave of the person being replaced extends that far.

9.06 Transfer and Seniority Outside the Bargaining Unit

- (a) It is understood that an employee shall not be transferred by the Hospital to a position outside the bargaining unit without their consent except in the case of temporary assignments not exceeding six (6) months. This period may be extended a further six (6) months upon the agreement of the employee and the Hospital. Such employees on temporary assignments shall remain members of the bargaining unit.
- (b) An employee who is transferred to a position outside the bargaining unit shall not, subject to (c) below, accumulate seniority. In the event the employee is returned by the Hospital to a position in the bargaining unit within twenty-four (24) months of the transfer they shall be credited with the seniority held at the time of transfer and resume accumulation from the date of their 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, they shall accumulate seniority during the period of time outside the bargaining unit.

9.07 A) Transfer of Seniority and Service

Effective (the date as set out in the Local Provisions Appendix – Article F.2) and for employees who transfer subsequent to (the effective date as set out in the Local Provisions Appendix – Article F.2):

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

The above-noted employee shall be allowed a trial period of up to thirty (30) days, during which the Hospital will determine if the employee can satisfactorily perform the job. Within this period the employee may voluntarily return or be returned without loss of seniority to their 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 they not transferred.

9.07 B) Portability of Service

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

9.07 C) Transformation in Health Care

Seniority Recognition

Without prejudice to the Union's or Hospitals' rights under the collective agreement or the Labour Relations Act and/or the Public Sector Labour Relations Transition Act, the parties agree that non-unionized employees who are affected (via relocation/transfer\*) shall, when entering the bargaining unit, be afforded seniority and service in accordance with the anniversary of their date of hire (or hours worked) from their original Hospital. Such anniversary date shall be calculated in accordance with the relevant provisions of the relevant collective agreement.

Right to Return or Transfer

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

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

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

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

9.08 A) Notice and Redeployment Committee

(a) Notice

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

- (i) provide the Union with no less than five (5) months' written notice of the proposed layoff or elimination of position; and



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

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

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

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

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

(d) Redeployment Committee

At each Hospital a Redeployment Committee will be established not later than two (2) weeks after the notice referred to in 9.08(A)(a) and will meet thereafter as frequently as is necessary.

(i) Committee Mandate

The mandate of the Redeployment Committee is to:

- (1) Identify and propose possible alternatives to the proposed layoff(s) or elimination of position(s), including, but not limited to, identifying work which would otherwise be bargaining unit work and is currently work contracted-out by the Hospital which could be performed by bargaining-unit employees who are or would otherwise be laid off;
- (2) Identify vacant positions in the Hospital or positions which are currently filled but which will become vacant within a twelve (12) month period and which are either:
  - (a) within the bargaining unit; or
  - (b) within another CUPE bargaining unit; or
  - (c) not covered by a collective agreement.
- (3) Identify the retraining needs of workers and facilitate such training for workers who are, or would otherwise be, laid off.
- (4) Subject to article 9.11, the Hospital will award vacant positions to employees who are, or would otherwise be laid off, in order of seniority if, with the benefit of up to six (6) months retraining, an employee has become able to meet the normal requirements of the job.
- (5) Any dispute relating to the foregoing provisions may be filed as a grievance commencing at Step 2.

(ii) Committee Composition

The Redeployment Committee shall be comprised of equal numbers of representatives of the Hospital and of the Union. The number of representatives will be determined locally. Where for the purposes of HTAP (the Ontario Hospital Training and Adjustment Panel) there is another hospital-wide staffing and redeployment committee

created or in existence, Union members of the Redeployment Committee shall serve on any such hospital wide staffing committee established with the same or similar terms of reference, and the number of Union members on such committee will be proportionate to the number of its bargaining unit members at the particular Hospital in relation to other staff groups.

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

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

(iii) Disclosure

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

(iv) Alternatives

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

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

9.08 B) Retirement Allowance

Prior to issuing notice of layoff pursuant to article 9.08(A)(a)(ii) in any classification(s), the Hospital will offer early retirement allowance to a sufficient number of employees eligible for early retirement under HOOPP within the classification(s) in order of seniority, to the extent that the maximum number of employees within a classification who elect early retirement is equivalent to the

number of employees within the classification(s) who would otherwise receive notice of layoff under article 9.08(A)(a)(ii).

An employee who elects an early retirement option shall receive, following completion of the last day of work, a retirement allowance of two (2) weeks' salary for each year of service, plus a prorated amount for any additional partial year of service, to a maximum ceiling of fifty-two (52) weeks' salary.

9.08 C) Voluntary Exit Option

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

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

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

9.09 Layoff and Recall

An employee in receipt of notice of layoff pursuant to 9.08(A)(a)(ii) may:

- (a) accept the layoff; or
- (b) opt to receive a separation allowance as outlined in Article 9.12; or
- (c) opt to retire, if eligible under the terms of the Hospitals of Ontario Pension Plan (HOOPP) as outlined in Article 9.08(B); or
- (d) displace another employee who has lesser bargaining unit seniority in the same or a lower or an identical-paying classification in the bargaining unit if the employee originally subject to layoff has the ability to meet the normal requirements of the job. An employee so displaced shall be deemed to have been laid off and shall be entitled to notice in accordance with Article 9.08(A)(a).

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

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

- (e) In the event that there are no employees with lesser seniority in the same or a lower or identical-paying classification, as defined in this article, a laid-off employee shall have the right to displace another employee with lesser seniority in a higher-paying classification provided they are able to meet the normal requirements of the job, with orientation but without additional training.
- (f) In addition, in combined full-time/part-time collective agreements, a full-time employee shall also be entitled to displace another full-time employee with lesser seniority in a higher-paying classification provided that they are able to meet the normal requirements of the job, with orientation but without additional training, when there are no other full-time employees in the same or a lower or similar-paying classification with lesser seniority, prior to being required to displace a part-time employee.

- (g) An employee who is subject to layoff other than a layoff of a permanent or long-term nature including a full-time employee whose hours of work are, subject to Article 14.01, reduced, shall have the right to accept the layoff or displace another employee in accordance with (a) and (d) above.
- (h) No full-time employee within the bargaining unit shall be laid off by reason of their duties being assigned to one or more part-time employees.
- (i) In the event of a layoff of an employee, the Hospital shall pay its share of insured benefits premiums for the duration of the five-month notice period provided for in Article 9.08(A)(a).
- (j) The Hospital agrees to post vacancies during the recall period, as per the job posting procedure, allowing employees on recall to participate in the posting procedure. Should the position not be filled via the job posting procedure, an employee shall have opportunity of recall from a layoff to an available opening, in order of seniority, provided they have the ability to perform the work.
- (k) In determining the ability of an employee to perform the work for the purposes of the paragraphs above, the Hospital shall not act in an arbitrary or unfair manner.
- (l) An employee recalled to work in a different classification from which they were laid off shall have the privilege of returning to the position held prior to the layoff should it become vacant within six (6) months of being recalled.
- (m) No new employees shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so, in accordance with the loss of seniority provision, or have been found unable to perform the work available.
- (n) The Hospital shall notify the employee of recall opportunity by registered mail, addressed to the last address on record with the Hospital (which notification shall be deemed to be received on the second day following the date of mailing). The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work. The employee is solely responsible for their proper address being on record with the Hospital.

9.10 Benefits on Layoff

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

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

9.11 Retraining

(a) Retraining for Positions within the Hospital

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

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

- (iv) Laid-off employees who are approved for retraining in order to qualify for a vacant position within the Hospital will continue to receive insured benefits.

(b) Placement

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

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

9.12 Separation Allowances

- (a) Where an employee resigns within 30 days after receiving notice of layoff pursuant to article 9.08(A)(a)(ii) that their position will be eliminated, they shall be entitled to a separation allowance of two (2) weeks' salary for each year of continuous service to a maximum of sixteen (16) weeks' pay, and, on production of receipts from an approved educational program, within twelve (12) months of resignation, may be reimbursed for tuition fees up to a maximum of three thousand (\$3,000) dollars.
- (b) Where an employee resigns later than 30 days after receiving notice pursuant to Article 9.08(A)(a)(ii) that their position will be eliminated, they shall be entitled to a separation allowance of four (4) weeks' salary, and, on production of receipts from an approved educational program, within twelve (12) months of resignation, may be reimbursed for tuition fees up to a maximum of one thousand two hundred and fifty (\$1,250) dollars.

9.13 Technological Change

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

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

Where new or greater skills are required than are already possessed by affected employees under the present methods of operation, such employees shall be given a period of training, with due consideration being given to the employee's age and previous educational background, during which they may perfect or



acquire the skills necessitated by the new method of operation. The employer will assume the cost of tuition and travel. There shall be no reduction in wage or salary rates during the training period of any such employee. Training shall be given during the hours of work whenever possible and may extend for up to six months.

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

#### 9.14 Registered Practical Nurse Professional Development/Scope of Practice

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

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

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

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

## 9.15 Professional Responsibility, Patient Care, Workloads & Staffing

*(The following clause is applicable to Regulated Health Professionals only)*

- (a) The parties agree that optimal patient care is, and safe working conditions are, enhanced if concerns relating to professional responsibility, patient care, workloads and staffing issues are resolved in a timely and effective manner with communications between the parties being:
  - (i) professional;
  - (ii) courteous;
  - (iii) collegial;
  - (iv) respectful; and
  - (v) focused on resolving the issue, not on the individuals.
- (b) In the event that the Hospital assigns a number of patients or a workload to an individual Regulated Health Professional (RHP) or group of RHPs such that they have cause to believe that they are being asked to perform more work than is consistent with proper patient care, they shall:
  - i) At the time the workload issue occurs, discuss the issue within the unit/program to develop strategies to meet patient care needs using current resources.
  - ii) If necessary, using established lines of communication as identified by the hospital, seek immediate assistance from an individual(s) (who could be within the bargaining unit) who has responsibility for timely resolution of workload issues.
  - iii) Failing resolution of the workload issue at the time of occurrence or if the issue is ongoing the RHP(s) will discuss the issue with their manager or designate on the next day that the Manager (or designate) and the RHP are both working or within five (5) calendar days whichever is sooner.
- (c) Upon receipt of a response from the supervisor within five (5) working days, if the employee or group of employees in (b) above are not satisfied, the employee or group of employees may, within forty-eight (48) hours, submit a workload complaint form (attached at appendix A) to the Chief Nursing Officer or equivalent in the case of other RHPs, with a copy to the Union. A meeting shall be held within thirty (30) days of a request from the employee or group of employees, who may be accompanied to this meeting by a Union representative. The Chief Nursing Officer or equivalent, will respond

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

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

#### 9.16 Work-Loads

- (a) The parties agree that patient care is enhanced if concerns relating to professional practice, patient acuity, fluctuating Work-Loads and fluctuating staffing are resolved in a timely and effective manner.
- (b) Employees are encouraged to raise their concerns with 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 employees, may, within forty-eight (48) hours, submit their concerns in writing (with a copy to their immediate supervisor) to either the Joint Health and Safety Committee (as constituted under the collective agreement's Local Appendix Article M.2) or the Labour Management Committee (as constituted under Article 6.02) through their union representative using the template workload complaint form attached at appendix B. This form may be modified by the mutual agreement of the local parties.

## **ARTICLE 10 – CONTRACTING OUT**

### **10.01 Contracting Out**

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

### **10.02 Contracting Out**

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

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

In order to ensure compliance with this provision, the hospital agrees that it will withdraw the work from any contractor who has failed to meet the aforesaid terms of the contracting-out arrangement.

### **10.03 Contracting In**

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

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

### **11.01 Work of The Bargaining Unit**

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

## 11.02 Volunteers

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

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

## **ARTICLE 12 – LEAVES OF ABSENCE**

### 12.01 Personal Leave

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

### 12.02 Union Business

- (a) The Hospital shall grant leave of absence without pay to employees to attend Union conventions, seminars, education classes and other Union business in connection with the administration of the collective agreement provided that such leave will not interfere with the efficient operation of the Hospital. Such leave will not be unreasonably denied.

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

The cumulative total leave of absence, the number of employees that may be absent at any one time from any one area, and the number of days of absence shall be negotiated locally and are set out in the Local Provisions Appendix - Article E.7.

During such leave of absence, the employee's salary and applicable benefits shall be maintained by the Hospital on the basis of what their normal regular hours of work would have been, provided that the Union reimburses the Hospital in the amount of such salary and applicable benefits within thirty (30) days of billing.

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

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

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

12.03 A) Full-Time Position(s) with the Union

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

Upon application by the Union, in writing, the Hospital shall grant leave of absence, without pay, to an employee elected or appointed to full-time Union office. It is understood that no more than two (2) employees in the bargaining unit may be on such leave at the same time. Such leave shall be for a period of one (1) calendar year from the date of appointment unless extended for a further specific period by agreement of the parties. It is understood that no more than one (1) employee will be from the same unit of the Hospital, subject to operational requirements.

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

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

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

12.03 B) Full Time Position(s) with the Union

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

Upon application by the Union, in writing, the Hospital shall grant leave of absence, without pay to an employee elected or appointed to full-time Union office. It is understood that no more than two (2) employees in the bargaining unit may be on such leave at the same time. Such leave shall be for a period of one (1) calendar year from the date of appointment unless extended for a further specific period by agreement of the parties. It is understood that no more than one (1) employee will be from the same unit of the Hospital, subject to operational requirements.

Seniority and service shall accrue at seven and one-half (7.5) hours per day to a maximum of thirty-seven and one-half (37.5) hours per week during such leave.

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

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

12.03 C) Leave for Ochu President, Secretary-Treasurer, and First Vice President

Upon application in writing by the Union on behalf of the employee to the Hospital, a leave of absence without pay shall be granted to such employee(s) elected to the positions of the President of the Ontario Council of Hospital Unions, the Secretary-Treasurer of the Ontario Council of Hospital Unions, 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 Hospital on the basis of what their normal regular hours of work would have been, provided that the Union reimburses the Hospital in the amount of such salary and applicable benefits within thirty (30) days of billing.

The employee agrees to notify the Hospital of their intention to return to work at least four (4) weeks prior to the date of such return. The employee shall be

returned to their former duties on the same shift in the same department and at the appropriate rate of pay, subject to any changes which would have occurred had the employee not been on leave.

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

#### 12.04 Bereavement Leave

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

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

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

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

#### 12.05 A) Jury & Witness Duty

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

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

- (a) notifies the Hospital immediately on the employee's notification that they will be required to attend at court;



- (b) presents proof of service requiring the employee's attendance;
- (c) deposits with the Hospital the full amount of compensation received excluding mileage, travelling and meal allowances and an official receipt thereof.

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

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

Where the Hospital is unable to reschedule the employee and, as a result, they are required to attend during other than their regularly scheduled paid hours, they shall be paid for all hours actually spent at such hearing at their straight time hourly rate subject to (a), (b) and (c) above.

#### 12.05 B) Jury & Witness Duty

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

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

- (a) notifies the Hospital immediately on the employee's notification that they will be required to attend at court;
- (b) presents proof of service requiring the employee's attendance;

- (c) deposits with the Hospital the full amount of compensation received excluding mileage, travelling and meal allowances and an official receipt thereof.

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

In addition to the foregoing, where a part-time employee is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the employee's duties at the Hospital on their regularly scheduled day off, they shall be paid for all hours actually spent at such hearings at their 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 they shall also furnish the Hospital with the certificate of a legally qualified medical practitioner stating the expected birth date.
- (c) The employee shall reconfirm their intention to return to work on the date originally approved in subsection (b) above by written notification received by the Hospital at least two (2) weeks in advance thereof.
- (d) Effective on confirmation by the Canada Employment Insurance Commission of the appropriateness of the Hospital's Supplementary Unemployment Benefit (SUB) Plan, an employee who is on pregnancy leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance pregnancy benefits pursuant to Section 22 of the *Employment Insurance Act* shall be paid a supplemental unemployment benefit for a period not exceeding fifteen (15) weeks. The supplement shall be equivalent to the difference between ninety-three

percent (93%) of their normal weekly earnings and the sum of their weekly unemployment insurance benefits and any other earnings. Receipt by the Hospital of the employee's unemployment insurance cheque stubs shall constitute proof that they are in receipt of Employment Insurance pregnancy benefits.

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

In addition to the foregoing, the Hospital will pay the employee ninety-three percent (93%) of their normal weekly earnings during the 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) The Hospital will continue to pay its share of the contributions of the subsidized employee benefits, including pension, in which the employee is participating for a period of up to seventeen (17) weeks while the employee is on pregnancy leave.
- (g) Subject to any changes to the employee's status which would have occurred had they not been on pregnancy leave, the employee shall be reinstated to their 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 they shall also furnish the Hospital with the certificate of a legally qualified medical practitioner stating the expected birth date.
- (c) The employee shall reconfirm their intention to return to work on the date originally approved in subsection (b) above by written notification received by the Hospital at least two (2) weeks in advance thereof.
- (d) Effective on confirmation by the Canada Employment Insurance Commission of the appropriateness of the Hospital's Supplementary Unemployment Benefit (SUB) Plan, an employee who is on pregnancy leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance pregnancy benefits pursuant to Section 23 of the *Employment Insurance Act*, shall be paid a supplemental unemployment benefit for a period not exceeding fifteen (15) weeks. The supplement shall be equivalent to the difference between ninety-three percent (93%) of their normal weekly earnings and the sum of their weekly unemployment insurance benefits and any other earnings. Receipt by the Hospital of the employee's unemployment insurance cheque stubs shall constitute proof that they are in receipt of Employment Insurance pregnancy benefits.

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

In addition to the foregoing, the Hospital will pay the employee ninety-three percent (93%) of their normal weekly earnings during the 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) The Hospital will continue to pay the percentage in lieu of benefits and its share of pension contributions during the period of pregnancy leave. The Hospital will register those benefits as part of the Supplemental Unemployment Benefit Plan with the Canada Employment Insurance Commission.
- (g) Subject to any changes to the employee's status which would have occurred had they not been on pregnancy leave, the employee shall be reinstated to their 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 their own.
- (d) An employee who is an adoptive parent shall advise the Hospital as far in advance as possible of having qualified to adopt a child, and shall request the leave of absence, in writing, upon receipt of confirmation of the pending adoption. If, because of late receipt of confirmation of the pending adoption, the employee finds it impossible to request the leave of absence in writing, the request may be made verbally and subsequently verified in writing.

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

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

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 Hospital 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 their 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 they were not on parental leave.

In addition to the foregoing, the Hospital shall pay the employee ninety-three percent (93%) of their normal weekly earnings during the 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) Credits for service and seniority shall accumulate for a period of up to sixty-one (61) weeks after the parental leave began, if the employee also took pregnancy leave, and sixty-three (63) weeks after the parental leave began otherwise, while the employee is on parental leave.
- (g) The Hospital will continue to pay its share of the premiums of the subsidized employee benefits, including pension, in which the employee is participating

for a period of up to sixty-one (61) weeks after the parental leave began, if the employee also took pregnancy leave, and sixty-three (63) weeks after the parental leave began otherwise, while the employee is on parental leave.

- (h) Subject to any changes to the employee's status which would have occurred had they not been on parental leave, the employee shall be reinstated to their 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 their own.
- (d) An employee who is an adoptive parent shall advise the Hospital as far in advance as possible of having qualified to adopt a child, and shall request the leave of absence, in writing, upon receipt of confirmation of the pending adoption. If, because of late receipt of confirmation of the pending adoption, the employee finds it impossible to request the leave of absence in writing, the request may be made verbally and subsequently verified in writing. An employee shall reconfirm their intention to return to work on the date originally approved in subsection (b) above by written notification received by the Hospital at least two (2) weeks in advance thereof.
- (e) Effective on confirmation by the Canada Employment Insurance Commission of the appropriateness of the Hospital's Supplemental Unemployment Benefit (SUB) Plan, an employee who is on parental leave as provided under this Agreement who has applied for and is in receipt of

Employment Insurance parental benefits pursuant to Section 23 of the *Employment Insurance Act*, shall be paid a supplemental unemployment benefit for a period not exceeding 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 their weekly employment insurance benefits and any other earnings. Receipt by the Hospital of the employee's employment insurance cheque stub will serve as proof that the employee is in receipt of unemployment parental benefits.

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 Hospital 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 their 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 they were not on parental leave.

In addition to the foregoing the Hospital shall pay the employee ninety-three percent (93%) of their normal weekly earnings during the 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) Credits for service and seniority shall accumulate for a period of up to sixty-one (61) weeks after the parental leave began, if the employee also took pregnancy leave, and sixty-three (63) weeks after the parental leave began otherwise, while the employee is on parental leave on the basis of what the employee's normal regular hours of work would have been.
- (g) The Hospital will continue to pay the percentage in lieu of benefits and its share of the pension contribution for a period of up to eleven (11) weeks while the employee is on parental leave. The Hospital will register these benefits with the Unemployment Benefit Plan.



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

#### 12.08 Education Leave

If required by the Hospital, an employee shall be entitled to leave of absence with pay and with full credit for service and seniority and benefits to take courses and to write examinations to upgrade their employment qualifications. Where employees are required by the Hospital to take courses to upgrade or acquire new employment qualifications, the Hospital shall pay the full costs associated with the courses.

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

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

The Hospital will endeavour to schedule mandatory in-service programs during an employee's regular working hours. When an employee is on duty and authorized to attend any in-service program within the Hospital and during their regularly scheduled working hours the employee shall suffer no loss of regular pay. When an employee is required by the Hospital to engage in any learning opportunities outside of their regularly scheduled working hours, the employee shall be paid for all time spent on such learning opportunities at their regular straight time hourly rate of pay.

Where the hospital requires e-learning, it will make reasonable efforts to enable hospital e-learning requirements during an employee's regular working hours. Where an employee is unable to complete required hospital e-learning during regular working hours and is required to complete hospital e-learning outside of their regular working hours, the hospital will identify in advance the time that will be paid at their regular straight time hourly rate of pay.

Part-time employees will be credited with seniority and service for all such hours paid as provided above while engaged in such learning opportunities.

## 12.09 Pre-Paid Leave Plan

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

- (a) The plan is available to employees wishing to spread four (4) years' salary over a five (5) year period, in accordance with Part LXVIII of the Income Tax Regulations, Section 6801, to enable them to take a one (1) year leave of absence following the four (4) years of salary deferral.
- (b) The employee must make written application to the Hospital at least six (6) months prior to the intended commencement date of the program (i.e. the salary deferral portion), stating the intended purpose of the leave.
- (c) The number of employees that may be absent at any one time shall be determined between the local parties. The year for purposes of the program shall be September 1 of one year to August 31 the following year or such other twelve (12) month period as may be agreed upon by the employee, the local Union and the Hospital.
- (d) Where there are more applications than spaces allotted, seniority shall govern.
- (e) During the four (4) years of salary deferral, 20% of the employee's gross annual earnings will be deducted and held for the employee and will not be accessible to the employee until the year of the leave or upon withdrawal from the plan.
- (f) The manner in which the deferred salary is held shall be at the discretion of the Hospital.
- (g) All deferred salary, plus accrued interest, if any, shall be paid to the employee at the commencement of the leave or in accordance with such other payment schedule as may be agreed upon between the Hospital and the employee.
- (h) All benefits shall be kept whole during the four (4) years of salary deferral. During the year of the leave, seniority will accumulate. Service for the purpose of vacation and salary progression and other benefits will be retained but will not accumulate during the period of leave. The employee shall become responsible for the full payment of premiums for any health and welfare benefits in which the employee is participating. Contributions to the Hospitals of Ontario Pension Plan will be in accordance with the Plan.

The employee will not be eligible to participate in the disability income plan during the year of the leave.

- (i) An employee may withdraw from the plan at any time during the deferral portion provided three (3) months notice is given to the Hospital. Deferred salary, plus accrued interest, if any, will be returned to the employee within a reasonable period of time.
- (j) If the employee terminates employment, the deferred salary held by the Hospital plus accrued interest, if any, will be returned to the employee within a reasonable period of time. In case of the employee's death, the funds will be paid to the employee's estate.
- (k) The Hospital will endeavour to find a temporary replacement for the employee as far in advance as practicable. If the Hospital is unable to find a suitable replacement, it may postpone the leave. The Hospital will give the employee as much notice as is reasonably possible. The employee will have the option of remaining in the Plan and rearranging the leave at a mutually agreeable time or of withdrawing from the Plan and having the deferred salary, plus accrued interest, if any, paid out to the employee within a reasonable period of time.
- (l) The employee will be reinstated to their former position unless the position has been discontinued, in which case the employee shall be given a comparable job.
- (m) Final approval for entry into the pre-paid leave program will be subject to the employee entering into a formal agreement with the Hospital in order to authorize the Hospital to make the appropriate deductions from the employee's pay. Such agreement will include:
  - (i) A statement that the employee is entering the pre-paid leave program in accordance with this Article of the collective agreement.
  - (ii) The period of salary deferral and the period for which the leave is requested.
  - (iii) The manner in which the deferred salary is to be held.

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

## 12.10 Medical Care and Emergency Leave

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

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

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

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

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

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

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

#### 12.11 Compassionate Care Leave

- (a) Compassionate care leave will be granted to an employee for up to eight (8) weeks within a twenty-six (26) week period to provide care or support to a family member who is at risk of dying within that 26-week period in accordance with section 49.1 of the *Employment Standards Act, 2000*.
- (b) An employee who is on compassionate care leave shall continue to accumulate seniority and service.
- (c) Subject to any changes to the employee's status which would have occurred had they not been on compassionate care leave, the employee shall be reinstated to their former duties, on the same shift in the same department, and at the same rate of pay.
- (d) The employee and the Hospital will continue to pay their respective shares of the benefits and pension premiums.

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

#### 13.01 HOODIP

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

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

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

- (b) Effective the first of the month following the transfer all existing sick leave plans in the affected Hospitals shall be terminated and any provisions relating to such plans shall be null and void under the respective Collective Agreements except as to those provisions relating to pay-out of unused sick

leave benefits which are specifically dealt with hereinafter.

- (c) Existing sick leave credits for each employee shall be converted to a sick leave bank to the credit of the employee. The "sick leave bank" shall be utilized to:
  - (1) supplement payment for lost straight time wages on sick leave days under the new program which would otherwise be at less than full wages or no wages and,
  - (2) where a pay-out provision existed under the former sick leave plan in the Collective Agreement, pay-out on termination of employment shall be that portion of any unused sick leave days under the former conditions relating to pay-out,
  - (3) where, as of the effective date of transfer, an employee does not have the required service to qualify for pay-out on termination, their existing sick leave credits as of that date shall nevertheless be converted to a sick leave bank in accordance with the foregoing and they shall be entitled, on termination, to that portion of any unused sick leave days providing they subsequently achieve the necessary service to qualify them for pay-out under the conditions relating to such pay-out.
  - (4) an employee who, as of the effective date of transfer, has accumulated sick leave credits and is prevented from working for the Hospital on account of an occupational illness or accident that is recognized by the Workplace Safety & Insurance Board as compensable within the meaning of the *Workplace Safety & Insurance Act*, the Hospital, on application from the employee will supplement the award made by the Workplace Safety & Insurance Board for loss of wages to the employee by such amount that the award of the Workplace Safety & Insurance Board for loss of wages, together with the supplementation of the Hospital, will equal 100% of the employee's net earnings, to the limit of the employee's accumulated sick leave credits.
- (d) There shall be no pay deduction from an employee's regular scheduled shift when an employee has completed any portion of the shift prior to going on sick leave benefits or WSIB benefits.
- (e) The Hospital further agrees to pay employees an amount equal to any loss of benefits under HOODIP for the first two (2) days of the fourth and subsequent period of absence in any calendar year.

- (f) Any dispute which may arise concerning an employee's entitlement to any benefits referred to in Article 13.01, including HOODIP and equivalents, may be subject to the grievance and arbitration under the provisions of this collective agreement.

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

- (g) A copy of the current HOODIP plan text or, where applicable, the master policy of the current HOODIP equivalent, shall be provided to the Union.
- (h) The Hospital shall pay the full cost of any medical certificate required of an employee.
- (i) The short-term sick leave plan shall be registered with the Employment Insurance Commission (EIC). The employee's share of the employer's unemployment insurance premium reduction will be retained by the Hospital towards offsetting the cost of the benefit improvements contained in this agreement."

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

### 13.02 Injury Pay

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

### 13.03 Payment Pending Determination of WSIB Claims (Full-Time)

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 shift may apply to the Hospital for payment equivalent to the lesser of the benefit they would receive from WSIB benefits if their claim was approved, or the benefit to which they would be entitled under the short term sick leave plan. Payment will be provided only if the employee provides evidence of disability satisfactory to the Hospital and a written undertaking satisfactory to the Hospital that any payments will be refunded to the Hospital following final determination of the claim by the Workplace Safety & Insurance Board. If the claim

for WSIB benefits is not approved, the monies paid as an advance will be applied towards the benefits to which the employee would be entitled under the short-term sick leave plan. Any payment under this provision will continue for a maximum of fifteen (15) weeks.

## **ARTICLE 14 – HOURS OF WORK**

### **14.01 Daily & Weekly Hours of Work**

The standard workday for all employees shall be seven and one-half (7 ½) hours exclusive of one-half (½) hour unpaid meal break and the standard work week shall be thirty-seven and one-half (37 ½) hours. The meal period shall be an uninterrupted period, except in cases of emergency.

### **14.02 A) Rest Periods**

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

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

### **14.02 B) Rest Periods (Part-Time)**

*(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 ¾) hours of work.

### **14.03 Additional Rest Periods**

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

### **14.04 Extended Tours**

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

### **14.05 Job Sharing**

- (a) Job sharing is defined as two permanent employees sharing one full-time position. All job sharing arrangements shall be subject to the approval of the Hospital and the agreement of the Union.



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

## **ARTICLE 15 – PREMIUM PAYMENT**

### **15.01 Definition of Regular Straight Time Rate of Pay**

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

### **15.02 Definition of Overtime**

- (a) Any hours worked by an employee in addition to a standard work day, as defined in 14.01 above shall be paid at time and one half of the employee's regular straight time hourly rate.
- (b) Any hours worked by an employee where the total number of normal hours during a given two week pay period exceeds seventy-five (75) hours, shall be paid for at the rate of time and one-half of the employee's regular straight time rate of pay.

### **15.03 Overtime Premium and No Pyramiding**

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

Where an employee is required to work additional overtime contiguous to an overtime shift within a twenty-four (24) hour period, the employee will be

compensated at the rate of double time their straight time hourly rate for all additional contiguous overtime hours worked.

Overtime premium will not be duplicated nor pyramided, nor shall other premiums be duplicated nor pyramided nor shall the same hours worked be counted as part of the normal work week and also as hours for which the overtime premium is paid.

#### 15.04 Time Off In Lieu of Overtime

Employees who work overtime will not be required to take time off in regular hours to make up for overtime worked.

Time off in lieu may be taken on a mutually agreed upon basis between the employee and the Hospital, such time off will be the equivalent of the premium rate the employee has earned for working overtime. The Hospital shall revert to payment of premium rate if time off is not taken within ninety (90) calendar days of the work week in which the overtime was earned or, with the employee's agreement, within 12 months of that work week.

#### 15.05 Reporting Pay

Employees who report for any scheduled shift will be guaranteed at least four (4) hours of work, or if no work is available will be paid at least four (4) hours except when work is not available due to conditions beyond the control of the Hospital. The reporting allowance outlined as herein shall not apply whenever an employee has received prior notice not to report for work. Part-time employees scheduled to work less than seven and one-half (7-1/2) hours per day will receive a pro-rated amount of reporting pay.

#### 15.06 Call-Back

Where employees are called back to work after having completed a regular shift, and prior to the commencement of their next regular shift, they shall receive a minimum of four (4) hours of work, or four (4) hours pay at the rate of time and one-half (1-1/2) times their regular hourly earnings. Superior provisions shall remain.

Effective June 13, 2023, 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 of pay at the rate of two (2) times their regular hourly earnings. Superior provisions shall remain.

#### 15.07 Standby

An employee who is required to remain available for duty on standby, outside the normal working hours for that particular employee, shall receive standby pay in the amount of \$3.30 per hour for all hours on standby. Effective September 29, 2016, where such standby duty falls on a paid holiday, as set out in the Appendix of Local Provisions – Article K.1, the employee shall receive standby pay in the amount of \$4.90 per hour.

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

#### 15.08 Temporary Transfer

Where an employee is assigned temporarily to perform the duties and assume the responsibilities of a higher paying position in the bargaining unit, they shall be paid the rate in the higher salary range immediately above their current rate for all hours worked in the higher paying position.

Where a Hospital temporarily assigns an employee to carry out the assigned responsibilities of a classification outside the bargaining unit, the employee shall receive an allowance of \$4.00 for each shift from the time of the assignment.

Effective November 3, 2022, where a Hospital temporarily assigns an employee to carry out the assigned responsibilities of a classification outside the bargaining unit, the employee shall receive an allowance of \$1.00 per hour from the time of the assignment.

#### 15.09 Shift and Weekend Premium

Employees shall be paid a shift premium of one dollar and twenty-six cents (\$1.26) per hour for all hours worked where the majority of their scheduled hours fall between 1500 and 0700 hours.

Effective June 13, 2023, employees shall be paid a 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 0700 hours.

One dollar and twenty-seven cents (\$1.27) per hour will be paid as weekend premium for all hours worked between 2400 hours Friday and 2400 hours Sunday, or such other 48-hour period as may be agreed upon by the local parties.

Effective June 13, 2023, two dollars and seventy-seven cents (\$2.77) per hour will be paid as weekend premium for all hours worked between 2400 hours Friday and

2400 hours Sunday, or such other 48-hour period as may be agreed upon by the local parties.

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

#### 15.10 Charge Nurse Premium

Effective November 3, 2022:

- (a) Whenever a nurse is assigned overall responsibility for patient care on the unit, ward, or area, the nurse shall be paid a premium of two dollars (\$2.00) per hour in addition to their regular salary and applicable premium allowance.
- (b) Before assigning a nurse to be in charge of a unit, the nurse will receive orientation to the role of the charge nurse on that unit. It is understood that such nurse may be assigned to any tour as part of the nurse's orientation program, providing such assignment is in accordance with any scheduling regulations or objectives contained in the Appendix of Local Provisions which forms part of this Collective Agreement.

### **ARTICLE 16 – HOLIDAYS**

#### 16.01 Number of Holidays

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

There shall be twelve (12) holidays and these holidays are set out in the Local Provisions Appendix – Article K.1.

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

#### 16.02 Definition of Holiday Pay and Qualifiers

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

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

In order to qualify for holiday pay for any holiday, as set out in the Local Provisions Appendix – Article K.1, or to qualify for a lieu day an employee must complete their scheduled shift on each of the working days immediately prior to and following the holiday except where absence on one or both of the said qualifying days is due to a satisfactory reason.

An employee who was scheduled to work on a holiday, as set out in the Local Provisions Appendix – Article K.1, and is absent shall not be entitled to holiday pay or to a lieu day to which they would otherwise be entitled unless such absence was due to a satisfactory reason.

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

16.03 A) Payment for Working on A Holiday

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

If an employee is required to work on any of the holidays set out in the Local Appendix – Article K.1 the employee shall be paid at the rate of time and one-half (1-1/2) their regular straight time hourly rate of pay for all hours worked on such holiday subject to Article 16.04. In addition, if the employee qualifies in accordance with Article 16.02 above the employee will receive a lieu day off with pay in the amount of the employee's regular straight time hourly rate of pay times the employee's normal daily hours of work.

Other provisions if any, relating to the scheduling of lieu days or relating to the payment of holiday pay instead of receiving a lieu day off are located in the Local Provisions Appendix – Article K.3.

16.03 B) Payment for Working on A Holiday

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

The holidays listed in the part-time Local Appendix – Article K.1 for the purposes of Article 16.03(b) shall be the same holidays as are listed in the full-time Local Provisions Appendix.

If an employee is required to work on any of the holidays set out in the Local Appendix – Article K.1 the employee shall be paid at the rate of time and one-half (1-1/2) their regular straight time hourly rate of pay for all hours worked on such holiday.

#### 16.04 Payment for Working Overtime on A Holiday

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

### **ARTICLE 17 – VACATIONS**

#### 17.01 A) Full-Time Vacation Entitlement, Qualifiers and Calculation Of Payment

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

*Subject to any superior conditions:*

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

Vacation pay shall be calculated on the basis of the employee's regular straight time rate of pay times their normal weekly hours of work, subject to the application of Article 9.04, Effect of Absence.

#### 17.01 B) Part-Time Entitlement, Qualifiers and Calculation of Payment

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

*Subject to any superior conditions:*

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

Progression on Vacation Schedule (Part-Time)

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

17.02 Work During Vacation

Should an employee who has commenced their scheduled vacation and agrees upon request by the Hospital to return to perform work during the vacation period, the employee shall be paid at the rate of one and one-half (1-1/2) times their 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 they have so worked.

17.03 Illness During Vacation

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

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

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

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

17.04 Bereavement During Vacation

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

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

## **ARTICLE 18 – HEALTH & WELFARE**

### **18.01 Insured Benefits**

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

The following provision will appear in all collective agreements replacing any provision related to insured benefits that existed in the hospital's expiring Collective Agreement, (subject to inserting in the following language any percentage contribution by the Hospital which is greater than that contained in the following provision):

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

- (a) The Hospital agrees to pay 100% of the billed premium towards coverage of eligible employees in the active employ of the Hospital under the Blue Cross Semi-Private Plan in effect as of September 28, 1993 or comparable coverage with another carrier.
- (b) The Hospital agrees to contribute 75% of the billed premium towards coverage of eligible employees in the active employ of the Hospital under the existing Blue Cross Extended Health Care Benefits Plan in effect as of September 28, 1993 (as amended below) or comparable coverage with another carrier providing for \$22.50 (single) and \$35.00 (family) deductible, providing the balance of monthly premiums is paid by the employee through payroll deductions.

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

Subject to superior conditions services of a chiropractor and of a licensed or registered physiotherapist, psychologist, psychotherapist, social worker, psychoanalyst, family therapist, clinical counsellor, massage therapist, speech therapist, naturopath, acupuncturist, audiologist, dietician, occupational therapist, osteopath or osteopathic practitioner, podiatrist or chiropodist, will be covered to an annual combined maximum of \$1000 per person.



Effective September 1, 2023 services of a chiropractor and of a licensed or registered physiotherapist, massage therapist, speech therapist, naturopath, acupuncturist, audiologist, dietician, occupational therapist, osteopath or osteopathic practitioner, podiatrist, or chiropodist, will be covered to an annual combined maximum of \$1000 per person.

Mental health services by a Psychologist, Registered Psychotherapist, Social Worker (MSW), Psychoanalyst, Family Therapist, or Clinical Counsellor will be covered up to a maximum of \$800 annually.

Vision care maximum \$300.00 every 24 months in addition to eye examinations biennially, and hearing aid acquisition every 36 months. Vision care coverage can be used for laser eye surgery.

Effective June 13, 2023, vision care maximum of \$450 every 24 months in addition to eye examination biennially, and hearing aid acquisition every 36 months. Vision care coverage can be used for laser eye surgery.

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

Dental recall, including preventative services, every 9 months.

The Hospital also agrees to contribute 75% of the billed premiums towards coverage of Blue Cross rider #2 (or equivalent) [complete and partial dentures] at 50/50 co-insurance and Blue Cross rider #4 (or equivalent) [crowns, bridgework, and repairs to same] at 50/50 co-insurance to a combined annual maximum of \$2000, and a \$2000 lifetime maximum for orthodontic services, providing the balance of the monthly premiums are paid by the employee through payroll deduction.

The dental plan fee schedule for services for the dental plan benefits provided above shall be based on the current ODA fee schedule as it may be updated from time to time.

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

#### 18.02 Change of Carrier

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

It is understood that the Hospital may at any time substitute another carrier for any plan (other than OHIP) provided the benefits conferred thereby are not in total decreased. The Hospital shall notify the Union sixty (60) days in advance of making such a substitution to explain the proposed change and to ascertain the views of the employees. Upon a request by the Union, the Hospital shall provide to the Union, full specifications of the benefit programs contracted for and in effect for employees covered herein. The Hospital will provide the Union with the full details of any changes made by an 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 Hospital's pension plan shall maintain their enrolment in the plan subject to its terms and conditions. New employees and employees not yet eligible for membership in the plan shall, as a condition of employment, enroll in the plan when eligible in accordance with its terms and conditions.

#### 18.04 Benefits for Part-Time Employees

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

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

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

#### 18.05 Union Education

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

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

### **ARTICLE 19 – HEALTH & SAFETY**

#### 19.01 Protective Footwear

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

Note: The existing central language designating the classifications of employees which are deemed to require appropriate safety footwear shall be transferred to the Local Appendix – Article M.4.

#### 19.02 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 Hospital 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) Hospitals 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 Hospital 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 Hospital will provide the Committee with access to the Hospital'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 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.

### 19.03 Violence

The hospital 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 Hospital will ensure that employees are properly advised in advance if they are required to interact with patients who the Hospital is aware have exhibited violent behaviour previously or who could otherwise reasonably be considered to pose a danger of exhibiting violent behaviour.
2. The Hospital 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 Hospital 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 work flow and individual client assessments; and
- (v) Training in de-escalation, “break-free” and safe immobilization / detainment / restraint.

#### 19.04 Influenza Vaccination

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

- (a) Hospitals recognize that employees have the right to refuse any recommended or required vaccination.
- (b) If an employee refuses to take the recommended or required vaccine required under this provision, 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 Hospital will not oppose the claim.
- (e) If the full cost of such medication is not covered by some other source, the Hospital will pay the full or incremental cost for the vaccine and will endeavour to offer vaccinations during an employee's working hours. In addition, employees will be provided with information, including risks and side effects, regarding the vaccine.
- (f) This article shall be interpreted in a manner consistent with the *Ontario Human Rights Code*.

## **ARTICLE 20 – COMPENSATION**

### **20.01 A) Job Classification**

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

When the Hospital makes a substantial change in the job content of an existing classification which in reality causes such classification to become a new

classification, the Hospital agrees to meet with the Union if requested to permit the Union to make representation with respect to the appropriate rate of pay.

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

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

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

#### 20.01 B) Job Descriptions

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

#### 20.02 Assignment of Duties from Another Classification

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

- (a) An employee who occupies a position which is revised in accordance with this article, and who is physically incapable of performing the revised position, will not be required to perform those additional duties which exceed the employee's physical capabilities provided the employee's physician provides documentation to the Hospital of such limitation.
- (b) In the event an employee presently occupying a position which is revised in accordance with this article requires additional training to perform duties of

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

**20.03 Promotion to A Higher Classification**

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

**20.04 Wages and Classification Premiums**

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

**20.05 Progression on the Wage Grid**

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

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

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

**ARTICLE 21 – FISCAL ADVISORY COMMITTEE**

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

- (a) The Union's representative(s) will be included in the consultation and planning process from the early phases of the budget planning process,



through representation on the Fiscal Advisory Committee or equivalent committee to its final stages of completion, to assist the Hospital in minimizing layoffs or job loss, and in developing labour adjustment strategies where necessary, and in otherwise minimizing adverse effects on CUPE-represented employees through program or service restructuring.

- (b) Where the Hospital experiences unforeseen circumstances such that will necessitate changes to its budgetary plans which have been approved by the Ministry of Health, or the Local Health Integration Network, the Hospital agrees that revisions to the budget will be carried out in consultation with the Union.
- (c) In furtherance of the foregoing, and, where possible, in advance of any scheduled FAC or equivalent committee meeting, the Hospital agrees to provide to the Union in a timely way any financial and staffing information pertinent to its budget, or to any other re-structuring plan that would affect the Union's members.
- (d) It is understood that employee time spent at FAC or equivalent committee meetings with the employer in pursuance of the above shall be deemed to be work time for which the employee shall be paid by the Hospital at their regular or premium rate as may be applicable.

## **ARTICLE 22 – APPRENTICESHIP COMMITTEE**

The central parties agree that within sixty (60) days of the commencement of this agreement, a joint local committee consisting of up to three representatives each will be formed to discuss the feasibility of establishing an apprenticeship Program (s). If such a program is deemed feasible, the local parties will determine the terms and conditions of such program(s).

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

## **ARTICLE 23 – DURATION**

### **23.01 Term**

This agreement shall be binding and continue in effect and shall continue from year to year unless either party gives written notice to the other party of its desire to bargain for amendments within ninety (90) days prior to the termination date of September 28, 2023. Upon receipt of such notice by one party or the other, both parties will meet thereafter for the purpose of bargaining.

## 23.02 Central Bargaining

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

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

Dated at \_\_\_\_\_, Ontario, this \_\_\_\_\_ day of \_\_\_\_\_  
2023.

**LETTER OF UNDERSTANDING**

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

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

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

**LETTER OF UNDERSTANDING**

**RE: HOODIP**

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

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

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

The working group will arrange its activities in order to endeavour to arrive at joint recommendations for the central parties by March 31, 2024.

**LETTER OF UNDERSTANDING**

**Re: Voluntary Part-time Benefits**

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

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

## **LETTER OF UNDERSTANDING**

### **RE: RPN Rates**

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

The working group will have access to expertise and resources as appropriate. The working group will commence meeting sixty (60) days following ratification of the collective agreement.

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

The working group will arrange its activities in order to endeavour to arrive at joint recommendations for the central parties four (4) months prior to the expiry of the collective agreement.

## **Memorandum of Agreement**

**Between:**

**The Participating Hospitals/ OHA**

**- and -**

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

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

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

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

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

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

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

1. Within thirty days of the ratification by the Hospitals and the Union of the collective agreement, a provincial Joint Benefits Committee (“the Committee”) will be established.
2. Both the Hospitals and the Union will nominate three members of the Committee and appoint co-chairs. The Committee will meet and mutually select a third party facilitator. Failing to do so, William Kaplan will appoint the facilitator.
3. The Hospitals and the Union will be responsible for their own expenses, but they will share equally in the fees of the expenses of the facilitator.
4. The Committee will meet monthly or as otherwise agreed by the parties or directed by the facilitator.

5. The Committee will immediately request from all participating hospitals a copy of their current benefit plan master policies as they pertain exclusively to CUPE and booklets to be provided within 90 days of the request.
6. The Committee will review those plans and determine what, if any, variations exist among the plans.
7. The Committee will also consider whether, without reducing the level of benefits provided at each individual participating hospital, there are cost saving mechanisms available to the parties.
8. The Committee may retain expert assistance, the cost of which shall be borne equally by the Hospitals and the Union. Should the Hospitals and the Union not agree on retaining expert assistance, the decision of the facilitator shall be binding.
9. The Committee shall complete its work and prepare a final report within eighteen months, unless the parties agree otherwise. The parties agree that this memorandum of agreement and the report of the Committee shall not be introduced or relied upon by either party in any proceedings whatsoever. However, it is agreed and understood that the data collected may be relied upon by either party for any purpose in any proceeding.



**LETTER OF UNDERSTANDING**

**Re: Grievances Related to Article 3.02**

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

**LETTER OF UNDERSTANDING**

**RE: Workload Complaint Form**

The Central Bargaining Committees for the Ontario Hospital Association and the Canadian Union of Public Employees will establish a joint working group to develop a workload complaint form for Registered Practical Nurses. This committee will meet within thirty (30) days of ratification and complete its work within ninety (90) days of ratification. In the event the parties cannot agree on forms, Arbitrator Kaplan will hold a hearing and make a decision on an expeditious basis. These forms will then be attached to the Collective agreement.

## **LETTER OF UNDERSTANDING**

### **Re: Commitment to Equity, Diversity, and Inclusivity**

The parties agree that working and caring conditions are at their best when the workplace environment is reflective of the communities that they serve and work together to promote equity, diversity, and inclusion within the Hospital.

The parties are committed to promoting a workplace of diversity, inclusion and where everyone feels valued. The parties are committed to a workplace that is inclusive of their diverse communities, including but not limited to Women, Racialized workers, workers with a disability, Black, Indigenous, People of Colour (BIPOC) workers, and Lesbian, Gay, Bisexual, Transgender, Queer and/or Questioning, Intersex, Asexual and/or Agender, Two-Spirited and the countless affirmative ways in which workers choose to self-identify (LGBTQIA2+).

The parties value the contributions of all staff in the hospital and recognize that discriminatory and oppressive acts can negatively impact staff. The parties are committed to making an equitable working environment that is inclusive for all.

To support this commitment, where a committee or other hospital forum does not already exist, the local parties will endeavor in the first year of the collective agreement to establish a committee or other hospital forum. The local parties will coordinate to integrate at least one (1) representative, and one (1) alternate, selected or appointed by the Union from amongst bargaining unit employees to join said committee. The committee will discuss, research, and implement strategies, initiatives, and training programs aimed at promoting equity, diversity, and inclusion in the hospital in effective and meaningful ways.

Where a committee or other hospital forum currently exists, at least one (1) representative, and one (1) alternate, from the bargaining unit will be integrated onto the committee or other hospital forum.

## **APPENDIX OF LOCAL ISSUES**

### **ARTICLE A – RECOGNITION / SCOPE OF BARGAINING UNIT**

- A.1 The Hospital recognizes CUPE as the sole and exclusive collective bargaining agent for all office and clerical employees of Unity Health Toronto, save and except professional medical employees, professional research employees, paramedical employees, technical and professional employees, supervisors, persons above the rank of supervisor, executive and administrative assistants to the position of Manager and above, departmental administrative assistants, administrative assistants to physicians and medical leadership, persons employed in the Human Resources Department, co-op/apprenticeship students, students on summer vacation, and persons for whom another union holds bargaining rights.

Clarity Note: The parties agree that the Payroll Assistant, Payroll Administrator, Workforce Management Analyst and Reporting and Control Analyst positions are included in the Bargaining Unit. The parties further agree that the Payroll Assistant, Payroll Administrator, Workforce Management Analyst and Reporting and Control Analyst positions shall remain in the bargaining unit regardless of what department their position falls within going forward.

### **ARTICLE B – MANAGEMENT RIGHTS**

- B.1 The Union recognizes that management of the Hospital and the direction of the workforce are fixed exclusively in the Hospital and shall remain solely with the Hospital except as specifically limited by an express provision of this agreement. Without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Hospital to:
- (a) Maintain order, discipline and efficiency;
  - (b) Hire, assign, retire, discharge, direct, promote, demote, classify, transfer, layoff, recall and suspend or otherwise discipline employees, provided that a claim by an employee who has acquired seniority standing, that they have been discharged or disciplined without just cause may become the

subject of a grievance and may be dealt with as hereinafter provided;

- (c) To introduce new practices or services, to expand, reduce, eliminate, change or modify present services and practices;
- (d) Determine, in the interest of efficient operation and the highest standard of service, the number of personnel required, qualifications for positions, the duties assigned within positions, the assignment of working hours, the services to be performed and the methods, procedures, facilities, and equipment to be used in connection therewith;
- (e) establish, alter and enforce reasonable rules and regulations to be observed by the employee;

B.2 The Hospital agrees that these rights will not be exercised in a manner inconsistent with the provisions of this Collective Agreement.

### **ARTICLE C – DEFINITIONS**

- C.1 Days shall mean 'calendar days' unless otherwise specified in this agreement.
- C.2 Where the parties agree, the word 'written' may include electronic mail communication.
- C.3 "Site" when referenced in this agreement shall be defined as St. Michael's Hospital, St. Joseph's Health Centre and Providence Healthcare and any associated satellite or off-site location.
- C.4 Wherever the term "part-time" is used in this collective agreement, it means both Part-Time and Casual employees, unless specifically stated otherwise.
- C.5 Wherever the singular is used in the Collective Agreement, it shall be considered as if the plural has been used where the context of the party or parties hereto so requires.
- C.6 The parties agree that the Local Issues language of the Collective Agreement shall be written in gender neutral language.

## **ARTICLE D – UNION SECURITY**

### **D.1 Union Dues**

- (a) The Hospital shall deduct from each employee's wage an amount equal to the initiation fee and dues regularly assessed by the Union in accordance with its Constitution and By-Laws. The initiation fee and first dues deduction shall commence with the first pay period upon being hired.
- (b) Deductions from employees in the bargaining unit shall be forwarded to the Secretary Treasurer of the National Union fourteen (14) days after the deductions have been made. Addresses shall accompany the first list, and thereafter the Hospital shall submit a revised list on a quarterly basis.
- (c) The Union agrees to save the Hospital harmless from all and any claims, which may arise as a result of such deduction and payment.
- (d) The Hospital agrees to forward a list of dues deductions in an electronic format provided by the Local Union showing the names, classifications, highlighting new hires, resignations, terminations, new unpaid leave of absence and return from leave of absence and the amount of dues remitted on behalf of each of the employees for whom deductions have been made.

### **D.2 Orientation**

New employees shall be advised of the name of the employee's steward and/or Union representative at the employee's orientation session. The Local President will be provided with a list of new members on a monthly basis.

Where the Hospital holds a formal orientation session for a group of new employees, the President of Local 5441 or their designate shall be invited to participate in the orientation session. Where the President's designate attends such orientation, time spent at the session shall be without loss of pay or benefits.

## **ARTICLE E – UNION REPRESENTATION AND COMMITTEES**

### **E.1 Union Stewards**

- (a) The Hospital agrees to recognize the President, Vice-President or designate, Site Vice- Presidents and Stewards for the purpose of dealing with Union business as provided under this Collective Agreement.
- (b) The number of clerical bargaining unit stewards shall be no more than 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 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.

### **E.2 Grievance Committee**

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

### **E.3 Labour Management Committee**

The Hospital acknowledges the right of the Union to appoint or otherwise select a labour management committee consisting of no more than seven (7) members in total of which will include representation from all sites within the bargaining unit.

The parties agree to meet a minimum of six (6) times per year on a bi-monthly basis.

E.4 Negotiating Committee

The number of employee representatives on the Union's negotiating committee shall not exceed thirteen (13) members, with representation from each site.

Should the parties agree to combine local bargaining for Service and Clerical they will establish committee numbers jointly at that time.

E.5 List of Union Representatives

- (a) The Union agrees to provide the Hospital the names of the officers and/or stewards authorized to represent the membership, including those on the Grievance, Negotiating and Joint Health and Safety Committees.
- (b) The Union shall have the right to have the assistance of their National Servicing Representative or National Specialists as required by the Local.

The Union will provide proper notification of who may be present with the Committee at any meeting with the Hospital.

E.6 Union Activity and/or Access to Premises

All requests under Article 6.01 of the Central Collective Agreement must be submitted to the Director of Labour Relations or designate.

E.7 Union Business

- (a) In accordance with Article 12.02, the total cumulative time shall not exceed 600 days collectively across all bargaining units in a calendar year.
- (b) Notwithstanding the above, time spent by the fifteen elected officers to fulfill the duties of their position shall be in addition to leave for Union business under Article 12.02.

The parties further agree that in order to facilitate the collective agreement, the Union may request full-time book offs for the purposes of administering the collective agreement. Full-time book offs will be treated as a leave of absence in accordance with Article 12.02 (a). Full-time book offs will not be counted as part of the total cumulative days as noted above.

- (c) If the Union requests an authorized union leave on a day on which a part-



time employee is not scheduled to work, the Hospital agrees to assign the requested union leave day as a scheduled work day for that employee and then code it as a union leave day. It is agreed this will not result in any additional premium payments to the Hospital.

## **ARTICLE F – SENIORITY**

### **F.1 Seniority Lists**

- (a) The twelve (12) month period for the purposes of seniority shall be April 1 – March 31.
- (b) The Hospital shall provide the Union electronic copies of the Seniority Lists sorted by fulltime, part-time, classification and seniority within the classification. Lists shall be provided following the second pay period of each of the following months: April and October.
- (c) Seniority lists shall contain, for each employee listed, name, date of hire, seniority date, classification and department.
- (d) The Hospital will post the seniority list on the internal website. If no challenge to the list is filed within thirty (30) days of the date it is posted on the internal website, the list shall be accepted as correct for all purposes and shall not be challenged thereafter. The Union retains the right to grieve any challenge that is denied.
- (e) The Hospital undertakes to include each employee's hire date and service date on their bi-weekly pay stubs.
- (f) Should the need arise, the Hospital will provide the Union, upon request, in a reasonable time frame, additional seniority lists within the calendar year for the purposes of redeployment.

### **F.2 Transfer of Seniority and Service**

- (a) Transfer of Seniority and Service effective date is December 13<sup>th</sup>, 2019.
- (b) Effective date of ratification, March 4, 2023, 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 G – JOB POSTINGS**

- G.1
- (a) Job postings shall stipulate the Hospital Site where the position is located.
  - (b) All vacancies will be posted electronically on the intranet and the Hospital will make available kiosks at each Site for employees to access the system.
  - (c) The parties agree that Article 9.05 (d) will also apply to opportunities to change FTE commitment where the opportunity arises.
  - (d) Applicants who are not the successful candidate, will receive notification of the status of their application.
  - (e) The name(s) of the successful applicant will be posted on the intranet. The list of successful applicants will be posted monthly, following the month of activity and will remain posted until the end of the month. The Union reserves the right to grieve.

## **ARTICLE H – CROSS-TRAINING**

- 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.

## **ARTICLE I – ILLNESS, INJURY AND MODIFIED WORK**

### **I.1 Sick Leave Notification**

- (a) During an unexpected absence due to illness, an employee must notify their supervisor/manager, or to comply with any alternate notification arrangement required by their department as early as possible, and where feasible at least four (4) hours prior to their scheduled start time. When possible, the employee will provide notice of the expected length of absence from work.
- (b) Employees who are unable to provide their anticipated date of return are expected to call in every day unless advised otherwise by Occupational Health.

- (c) In the case of a scheduled absence, such as surgery, an employee must provide notice of the expected length of absence to their supervisor at the earliest opportunity. It is understood that the length of absence may be extended as medically required and substantiated.
- (d) If an employee is denied paid sick leave the Hospital will provide an explanation. This explanation will be also provided in writing, if requested by the employee.
- (e) The Hospital shall reimburse the full cost of any medical certificate required of an any full-time or part-time employee.

I.2 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 EI Disability or Long-Term Disability.

I.3 Injury / Illness at Work

The Hospital agrees to provide the employee and the Site Vice-President with a copy of the Workplace Safety Insurance Board Form 7 at the same time it is sent to W.S.I.B.

I.4 Modified Work

The Hospital and the Union are committed to a consistent, fair approach to meeting the needs of employees temporarily or permanently unable to perform the essential duties of their position, as a result of an occupational or non-occupational illness, injury or disability, and to meeting the parties' responsibilities under the law.

To that end, the Hospital and the Union agree to cooperate in facilitating the return to work of these employees. The Hospital and the Union agree that ongoing and timely communication by all participants is essential to the success of the process.

When it is medically determined that an employee is unable to return to the full duties of their position, the Hospital will meet with a representative of the Local Union and the employee to discuss the circumstances surrounding that employee's return to suitable work. The National Representative shall not be excluded from attending the meeting.

## **ARTICLE J – BEREAVEMENT LEAVE**

- J.1 Individuals may be granted the flexibility to distribute their bereavement leave entitlement over two (2) or more occasions, not exceeding the total entitlement, in order to support religious and/or cultural diversity. Where employees request to distribute their bereavement leave entitlement over two (2) or more occasions, the complete leave must be taken within twelve (12) months of the date of death.

## **ARTICLE K – HOLIDAYS**

### **K.1 Paid Holidays**

- (a) The following holidays will be recognized by the Hospital:

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

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

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

- ii) When a paid holiday falls on a full-time employee's regular scheduled day off, and the employee is eligible for the paid holiday in accordance with Article 16, the employee shall be scheduled another day off with pay.

### **(b) Weekend Scheduling**

- i) Where possible, employees who are scheduled to work the weekend where the Holiday falls on Saturday or Sunday, they will also be

scheduled to work the observed lieu day thereafter.

- ii) Where possible, employees who are off on the weekend where the Holiday falls on Saturday or Sunday, will also remain off on the observed lieu day thereafter.
- iii) Where possible, the Hospital shall schedule employees who are working on a weekend to work the Holiday(s) Monday (or Friday) attached to that weekend. Where possible, the Hospital shall schedule employees who are off the weekend, to be off on the Holiday(s) Monday (or Friday) attached to that weekend.

(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 1<sup>st</sup>.
- 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 1<sup>st</sup> 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 15<sup>th</sup>.

K.2 Holiday During Vacation

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

K.3 Banked Holiday Lieu Time

An employee may request the date or dates on which a single lieu day, or block of lieu days are to be taken. Such a request shall not be unreasonably denied. The choice of such lieu day must be approved by the Hospital and must be taken within ninety (90) days unless mutually agreed, otherwise, the lieu days will be paid out.

## **ARTICLE L – VACATION ADMINISTRATIVE PROVISIONS**

### **L.1      General Provisions**

- (a) The date for determining vacation entitlement shall be the anniversary date of the employee.
- (b) A week of vacation will be defined as a seven (7) day period. Vacations may be scheduled to commence on any day of the week. Vacation may be granted at any time during the year. Vacations may be requested to be taken in days, weeks or hours, subject to operational requirements, and will not be unreasonably denied.
- (c) Employees are encouraged to utilize any accrued vacation time and/or any banked lieu time prior to taking an unpaid personal leave of Absence.
- (d) Employees will have access to their current available vacation amount on their pay statement, including any excess amount.

### **L.2      Maximum Carry-over *(Full-time only)***

- (a) Employees may carry-over vacation from year to year. The maximum accumulation at any one time shall not exceed one and one-half (1 ½) of the employee's entitlement.
- (b) Should an employee accumulate vacation in excess of one and one-half (1 ½) of their entitlement the manager will meet with the employee to schedule the excess vacation by mutual agreement.
- (c) If the mutually agreed upon vacation plan is not taken, then the manager will schedule the employee off on vacation in order to ensure the excess vacation in excess of one and one-half (1 ½) of the employees' entitlement is utilized.
- (d) Vacations may only be carried over in excess of one and one-half (1 ½) of the employees' entitlement in exceptional circumstances with the approval of the Union, employee and Hospital.

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

- (a) Vacation pay for Part-Time and Casual employees as per Article 17.01 will be paid out each pay period.

- (b) Part-Time and Casual employees are eligible to take vacation time off without pay in addition to the percent paid bi-weekly pay.
- (c) Part-Time employees are entitled to an equivalent number of unpaid vacation days based on their FTE assignment and will only be coded vacation on the days for which they are normally scheduled (*Part-Time ONLY*).
- (d) Part-Time and Casual employees will be considered unavailable for the rest of the vacation period they are requesting when requesting vacation in weeks.
- (e) Unpaid vacation time should be taken annually and can't be carried forward to future years.

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

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 Hospital and the employee concerned.
- (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.

(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.

L.5 Vacation Pay on Termination *(Full-Time only)*

An employee who has a balance of earned unused vacation as of the date of termination will be paid for same at their current rate of pay. Employees on layoff with recall rights may decide to retain credits in the vacation bank.

**ARTICLE M – HEALTH AND SAFETY**

M.1 Occupational Health and Safety

The Hospital and the Union agree that they mutually desire to maintain standards of safety and health in the Hospital in order to prevent accidents, injury or illness in compliance with the Ontario Occupational Health and Safety Act.

It is in the mutual interests of the parties to promote health and safety in the workplace and to prevent and reduce the occurrence of workplace injuries and occupational diseases. The parties agree that employees have the right to a safe and healthy work environment and that health and safety is of the utmost importance. The parties agree to promote health and safety and wellness.

The parties further agree that when faced with occupational health and safety decisions, the Hospital will not await full scientific or absolute certainty before taking reasonable action(s) that reduces risk and protects employees.

M.2 Joint Health and Safety Committee

There shall be a Health and Safety Committee at each site, on the following basis:

- (a) Recognizing its responsibilities under the applicable legislation, the Hospital agrees to accept as a member of its Joint Health & Safety Committee (JHSC) at each site four (4) CUPE representatives from any CUPE 5441 bargaining unit, selected or appointed by the Union, and such



employee shall be able to attend meetings of this committee without loss of pay.

- (b) The Hospital accepts that at least one (1) CUPE 5441 member on the Joint Occupational Health and Safety Committee per site will be trained and will act as a certified worker under the Occupational Health and Safety Act. Any costs associated with the training of a certified worker will be paid by the Hospital.
- (c) Meetings shall be held in accordance with the Terms of Reference/Multi-site Agreement of the Joint Health and Safety Committee or more frequently at the call of the chairs if required. The Committee shall maintain minutes of all meetings and make the same available for review.
- (d) Such committee shall identify potential dangers and hazards, institute means of improving health and safety programs and recommend actions to be taken to improve conditions related to safety and health. The Hospital agrees to cooperate in providing necessary information and management support to enable the Joint Health & Safety Committee to fulfill its functions. In addition, the Hospital will provide the Joint Health & Safety Committee with access to all accident reports, health and safety records and other pertinent information in its possession. The Joint Health & Safety Committee members shall respect the confidentiality of the information.
- (e) The union agrees to endeavour to obtain the full cooperation of its membership in the observation of all safety rules and practices.
- (f) Any representatives appointed or selected shall serve their term in accordance the Terms of Reference/Multi-site Agreement of the Joint Health and Safety Committee. A member of the Joint Health and Safety Committee shall be compensated for their time while attending meetings including preparation time in accordance with the Ontario Occupational Health and Safety Act.

### M.3 Protective Measures

- (a) Where the Hospital determines that there is a risk that employees may be exposed to infectious or communicable diseases (viral or bacterial), or blood borne pathogens, employees who may be so exposed will be provided with personal protective equipment reasonably necessary for the protection of the employee.

- (b) An employee who is required by the Hospital to wear or use any protective clothing, equipment or device shall be instructed and trained in its care, use and limitations before wearing or using it for the first time and at regular intervals thereafter and the employee shall participate in such instruction and training.
- (c) Where the Hospital identifies high risk areas where employees are exposed to infectious or communicable diseases for which there are available protective medications, such medications shall be provided at no cost to the employee. If the full cost of such medication is not covered by some other source, the Hospital will pay the full or incremental cost for the medication.
- (d) Vaccinations  
The parties agree that prophylaxis treatments, where available, will be provided in accordance with Article 19.02.
- (e) Emergency Code White Buttons  
Employees who work in areas where a code white system is available and operational shall, in consultation with their manager, be provided resources to access an Emergency Code White Button when scheduled to work in the assigned area for their shift.

#### M.4 Protective Footwear

Any workers required to wear Protective Safety Footwear in accordance with the Hospital's Footwear Policy will receive the Protective Footwear allowance provided in Article 19.01.

Where a new position is created that may require an employee to wear safety footwear or where a substantial change to the work or an existing position requires a review of the need for safety footwear to perform the duties of that position, the issue will be reviewed by the JHSC.

In review of Article 19.01, the parties agree that there are no positions in the Clerical Bargaining Unit that are required to wear safety footwear during the course of their duties.

#### M.5 Protective Clothing

The Hospital agrees to continue its present practices with respect to the provision of protective clothing and safety devices to employees. Should the practice need to change, the Hospital will meet with the Union prior to changing the practice. Issues related to the need for any protective clothing or safety equipment in addition to that which the Hospital is presently providing will be referred to the employees' manager.

When an employee is required to work outside during inclement weather, or is working in an area affected by inclement weather, suitable protective clothing will be supplied.

#### M.6 Violence in the Workplace

- (a) The parties recognize that employees may be exposed to unwanted behaviour from others in the workplace and that such behaviour may result in injury and/or emotional distress to an employee.

The Hospital will continue in the development of explicit policies and procedures to deal with such situations and shall submit such policies to the Joint Health and Safety Committee, or any such Labour Management Committee charged with the mandate of dealing with the subject, for review.

The Joint Health and Safety Committee will also review any documents provided by CUPE regarding violence in the workplace and make recommendations as relevant to the Hospital.

- (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.

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.

#### M.7 Workplace Harassment

The Hospital and the Union are committed to ensuring a work environment that is free from harassment. Harassment is defined as a "course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome", that denies individual dignity and respect on the basis of prohibited

grounds under the Human Rights Code or the Occupational Health and Safety Act.

The normal exercising of management rights in good faith, in particular the right to assign work or impose discipline, are not defined as harassment.

The employee will consult the Hospital policies on harassment and is encouraged to report all incidents in accordance with these policies. Employees are expected to participate fully in the processes. At any point in the investigation the complainant or the respondent has the right to have a union representative present.

All complaints received pursuant to this policy shall be investigated and considered strictly confidential. Information provided about an incident or about a complaint will not be disclosed except as necessary to protect workers, to investigate the complaint or incident, to take corrective action or as otherwise required by law. All complaints of harassment will be dealt with in a timely manner.

## **ARTICLE N – SCHEDULING**

### **N.1 Posting of Schedules**

- (a) Schedules will be posted at least two (2) weeks in advance of the start of the new schedule.
- (b) Schedules shall be posted for a minimum of six (6) weeks.
- (c) Once the schedule is posted, there will be no further changes to the posted schedule save and except for:
  - i) Requests made by employees in accordance with shift exchanges, vacation requests etc. or emergency situations, or when employees are returning from an absence. The requests will be made according to the existing processes/practices in place for these requests;
  - ii) Any domino effect that may result from changes to the schedules due to i);
  - iii) Changes required to meet unexpected operational demands;
- (d) If a shift is cancelled with less than forty-eight (48) hours notice for full-time

employees or twenty-four (24) hours notice for part-time employees, the employee will be paid for four (4) hours.

N.2 Common Scheduling Provisions (*Full-Time and Part-Time*)

- (a) The normal daily shift shall be seven and one-half (7.5) consecutive hours in any twenty-four (24) hour period, exclusive of an unpaid one-half ( $\frac{1}{2}$ ) hour meal period. It is understood that there may be shifts that are less than seven and one-half (7.5) hours in length.
- (b) Full-time employees will regularly be scheduled to work seventy-five (75) hours in a bi-weekly pay period where the normal daily shift is seven and one-half (7.5) consecutive hours in duration.
- (c) Scheduled shifts will be a minimum of four (4) hours in duration, inclusive of a fifteen (15) minute paid break.
- (d) There shall be no split shifts.
- (e) Where an employee is called in to work a regular shift less than two (2) hours prior to the commencement of a shift and arrives within one (1) hour of the commencement, the employee shall be paid for the full shift provided they works until the normal completion of the shift.

N.3 Day Light Savings

- (a) It is understood that normal hours include those required to accommodate the change from Daylight Savings Time to Standard Time, and vice versa, to which the other provisions of the Articles dealing with Hours of Work and Overtime do not apply. It is further understood that all hours worked will be paid at the regular straight time rate as a result of the changeover to Daylight Savings from Standard Time and vice versa.
- (b) Full-time only  
An employee may request to draw from their lieu or vacation banks in order to make their hours whole.

#### N.4 Consecutive Shifts

##### (a) Full-Time

- i) No employee will be required to work more than six (6) consecutive days without two (2) consecutive days off unless an employee indicates otherwise.
- ii) An employee who is required to work more than six (6) consecutive days shall be paid overtime rates until the next day off begins for the time worked that exceeds six (6) consecutive days.
- iii) Days off may be split for employees working less than five (5) consecutive days.

##### (b) Part-Time

- i) A part-time employee will not be required to work more consecutive shifts than the equivalent of fifty-two and a half (52.5) hours without receiving two consecutive days off.
- ii) An employee who is required to work more consecutive shifts greater than the equivalent of fifty-two and a half (52.5) hours shall be paid overtime rates until the next day off begins for the time worked that exceeds fifty-two and a half (52.5) hours.
- iii) Employees may choose to waive the above provision in order to reach seventy-five (75) hours in a two-week period and may withdraw their consent with a minimum two-weeks' notice prior to the next schedule being posted. The Union will be copied on all requests.
- iv) The above-noted provisions N.4(b)(ii) do not apply to picking up additional shifts after the schedule is posted.

#### N.5 Weekends Off

##### (a) Full-Time

- i) Where an employee works weekends, the Hospital will schedule days off in such a way as to provide full-time employees every second weekend off.
- ii) Full-time employees will receive premium pay as set out in Article

15.03 of the Central Agreement for all hours worked on a second (2<sup>nd</sup>) and subsequent weekend until a weekend is scheduled off, save and except where:

1. Such weekend has been worked to satisfy specific days off, requested by such full-time staff or;
2. Such staff has requested weekend work or, or was advised in writing at the time of hire or when the job was posted that the regular schedule normally requires continuous or other pattern of weekend work;
3. Such weekend is worked as a result of an exchange with another staff;
4. Or where the employee voluntarily accepts overtime shifts on their weekend off.

(b) Part-Time

- i) Where an employee works weekends, part-time employees must be available to work at least two weekends in four.
- ii) At minimum, one weekend off in four (4) will be scheduled unless the employee waives this right. If the Hospital requires a 4<sup>th</sup> consecutive weekend, and the employee accepts, the employee will be paid overtime rate for the 4<sup>th</sup> weekend save and except:
  1. Such weekend has been worked to satisfy specific days off, requested by such part-time staff or;
  2. Such staff has requested weekend work or, or was advised in writing at the time of hire or when the job was posted that the regular schedule normally requires continuous or other pattern of weekend work;
  3. Such weekend is worked as a result of an exchange with another staff;
  4. or where the employee voluntarily accepts overtime shifts on their weekend off.

## N.6 Scheduled Time Off Between Shifts

### (a) Full-Time

In order that an employee should receive two (2) shifts off each day, shifts shall be arranged so that an employee is not scheduled to work on more than one (1) shift in any twenty-four (24) hour period.

### (b) Part-Time

Where employees are required to rotate on the day, evening, and/or night shift or work various shifts, the Hospital will schedule shifts so that there will be a minimum of twelve (12) hours off between the end of one shift and the beginning of another.

Where an employee is scheduled to end night shift(s), and begin day/evening shift thereafter, there will be a minimum of forty-eight (48) hours scheduled off.

These provisions shall not apply where employees agree to pick up available shifts after the schedule is posted or shift exchanges.

## N.7 Part-Time and Casual Scheduling

### (a) Availability

- i) Availability must be submitted at least two (2) weeks in advance of the schedule being posted.
- ii) Part-timers who do not make themselves available for extras shifts beyond their commitment, will be deemed to be unavailable for additional shifts and will not be scheduled unless the employee indicates otherwise.
- iii) Casual employees shall make themselves available to work a minimum of one (1) shift per week. In addition, Casual employees shall make themselves available to work during at least two (2) weekends out of four (4), and for at least five (5) shifts between December 23<sup>rd</sup> and January 3<sup>rd</sup>, inclusive of either Christmas Day / Boxing Day or December 31<sup>st</sup> / New Year's Day.

Casuals who do not make themselves available outside of the requirements in this Article, may nonetheless be contacted for available shifts.



- iv) Employees may waive the minimum rest language in Article N.6 in order to make themselves available for additional shifts.

(b) Scheduling

- i) Part-time employees will be scheduled in accordance with their job posting or their assigned FTE, and operational requirements. When scheduling employees up to their FTE, the Hospital will consider the employee seniority and availability.

<b>FTE</b>	<b>Hours per Pay Period</b>
0.2 FTE	15 hours
0.3 FTE	22.5 hours
0.4 FTE	30 hours
0.5 FTE	37.5 hours
0.6 FTE	45 hours
0.7 FTE	52.5 hours
0.8 FTE	60 hours

- ii) Where it is operationally feasible to consider the employee's availability when creating the schedule, part-time employees must provide availability up to their assigned FTE above.

1. In the event a part-time employee's commitment is not met prior to the schedule being finalized, it is agreed that the part-time employee and manager will discuss additional availability equal to the number of shifts required to meet the part-time employee's commitment as set out in (a) above.
2. It is understood that in the absence of or where limited availability is provided, employees will be scheduled up to their commitment in accordance with operational requirements.

iii) Scheduling additional shifts prior to posting

If additional shifts are available prior to posting the schedule, the Hospital shall assign additional shifts over and above an employee's regular FTE or job posting on the basis of rotational seniority, and the employees' availability, to a maximum of 1.0 FTE.

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.

v) Once an available shift is offered and accepted, it is considered scheduled, and the employee is responsible for reporting to work as scheduled.

vi) Employees may submit changes to their availability during the posted schedule. The most recently submitted availability may be used to contact staff to offer shifts that become available after the schedule is posted.

vii) When the shift becomes available more than forty-eight (48) hours before the start time, the employee will have three (3) hours to call back to accept or decline the offered shift.

When the shift becomes available forty-eight hours or less from the start time of the shift, the employee will have one (1) hour to call back to accept the shift.

When the shift becomes available less than twenty-four (24) hours from the start time of the shift, the shift will be given to the first person that accepts the shift.

However, if an employee who had been contacted calls back after the designated response period and the shift has not yet been accepted, that employee will have the opportunity to accept the shift.

- viii) If through error, a part-time employee is missed in the offering of an additional shift either before or after the schedule is posted, the employee will contact their manager to rectify the situation. The manager may either redistribute additional shifts that were assigned above FTE commitments in order to address the scheduled shift that was missed or, offer the next shift that becomes available in the remaining schedule.

N.8 (a) Shift Exchange

Employees may be permitted to trade their days off or scheduled shifts with another qualified Employee.

Requests for shift exchanges in the posted schedule must be submitted in writing and confirmed by the employees willing to exchange days off or scheduled work.

A request for a schedule change by an employee or the exchanging of shifts by employees with the consent of the Hospital shall not result in overtime payment. Such requests will not be unreasonably denied.

(b) Short Notice Request

Where an employee submits a short notice time off request for vacation or lieu day after the schedule is posted, the request must be submitted greater than forty-eight (48) hours in advance of the affected shift. Time off requests may be approved subject to availability of qualified employees within the department. Employees will help facilitate the process of finding coverage on the basis of seniority, which does not result in overtime payment. Such requests will not be unreasonably denied.

(c) Timelines

All shift exchanges must be submitted to the manager, or designate, for approval at least forty-eight (48) hours prior to the shift start time and a response will be given within twenty-four (24) hours.

Once schedule changes have been approved by the Hospital, it cannot be revoked without the mutual consent of both employees involved.

## **ARTICLE O – PREMIUM RELATED SCHEDULING**

### **O.1 Payment for Required Training**

- (a) When an employee is on duty and required to attend any learning opportunities within the Hospital, such training shall be away from their regular duties, during their regularly scheduled working hours and the employee shall suffer no loss of regular pay.
- (b) When an employee is required by the Hospital and the employee agrees to engage in any learning opportunities outside of their regularly scheduled working hours, the employee shall be paid for all time spent on such learning opportunities at their regular straight time hourly rate of pay.
- (c) Where the employee is not in agreement to complete required training outside of their regular schedule, such training shall be arranged as per a) above.
- (d) Where required training cannot be scheduled per a) or b) above, overtime rates will apply as per Article 15, where applicable.

### **O.2 Distribution of Overtime**

- (a) Overtime in addition to a standard eight (8) hour workday

When the Hospital determines that overtime 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.

- (b) Overtime that results in an extra shift or hours worked beyond seventy-five (75) hours in a pay period

When the Hospital determines that overtime is required that results in an extra shift for Full-Time or more than seventy-five (75) hours in a pay period for Part-Time/Casual, 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.

### **O.3 Standby Scheduling and Premium**

- (a) When scheduling stand-by shifts prior to the schedule being posted and is

not tied to a shift, stand-by shifts will be offered in order of seniority in the following manner: full-time, then part-time, and then casual, to those who are willing to take the additional stand-by hours.

- (b) Where stand-by shifts are tied to the shift, the employee scheduled to work the shift will be scheduled to be on stand-by for the period thereafter.
- (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.
- (d) Standby pay shall cease where an employee is called into work under Article 15.06 and works during the period of standby. Stand by pay shall resume upon completion of the call back period.

#### O.4 Call Back Administration

Call back pay shall cover all calls within the minimum four (4) hours period provided for under Article 15.06. For clarity, if a second or subsequent call takes place within the initial four (4) hours of call-back, those hours shall not be subject to an additional call-back premium. If, however, a second or subsequent call-back occurs after the initial four (4) hours period, a second call-back premium will apply.

In the event that such four (4) hour period overlaps and extends into their regular shift they will receive the four (4) hour guarantee payment at time and one half (1 ½) and their regular hourly rate for the remaining hours of their regular shift.

This Article does not apply where the employee elects to work additional unscheduled hours made available by the Hospital, including overtime.

### **ARTICLE P – ALLOWANCES**

#### P.1 Clothing

- (a) Where the Hospital provides hospital issued scrubs, the Hospital shall provide up to three (3) scrub credits for employees subject to operational requirements and/or availability. Damaged or soiled hospital-issued scrubs are to be returned to the scrub machine.

- (b) Where uniforms are required, the Hospital shall either supply the uniforms or provide a uniform allowance as per Article P.1 (c). If the Hospital supplies the uniforms, the Hospital will provide at the time of hire three (3) uniforms for full-time employees, two (2) uniforms for Part-time employees, and one (1) uniform for Casual employees. Employees who have completed their probationary period will then receive one (1) additional uniform on March 1<sup>st</sup> of each year. Should the Hospital switch to new uniforms or branding, employees will be entitled to a new allotment of uniforms as stated above.

Damaged or worn uniforms will be replaced as required upon the presentation to the manager or designate. Such replacement shall be at the discretion of the manager or designate.

- (c) Where uniforms are required, the Hospital shall either supply the uniforms or provide a uniform allowance of one hundred and fifty (\$150.00) for full-time and one hundred (\$100) for part-time in the first pay period of March of each year.

## P.2 Transportation Allowance and Call-Back Transportation

When an employee is required to travel to the Hospital or return to their home as a result of reporting to or off work between the hours of 2400 hours and 0600 hours, the Hospital will pay the transportation cost either by taxi or by own vehicle at the rate of forty-three cents (\$0.43) per kilometre to a maximum of twenty-five dollars (\$25.00). The employee will provide to the Hospital satisfactory proof of expense.

However, this allowance will not apply to shifts which normally commence before 0600.

## P.3 Meal Allowance

When an employee is required to and does work for three (3) or more hours of overtime after their normal shift, they shall be provided with a hot meal or nine dollars and fifty cents (\$9.50).

## **ARTICLE Q – PREMIUM PAYMENTS**

### **Q.1 Lead Hand Premium**

For areas that do not have defined Lead Hand classifications, where the Hospital assigns an Employee to take on Lead Hand duties outside of their regular duties the Employee shall receive a premium of one dollar (\$1.00) per hour.

## **ARTICLE R – WAGES**

### **R.1 Paid Time to Working Time**

Time paid by the Hospital for bereavement leave, sickness, paid holidays, paid vacations, absences paid by the Workplace Safety Insurance Board is to be recognized as time worked for the purpose of calculation of overtime during the work schedule in which the absence occurred. No pyramiding shall result from application of this provision. The foregoing shall also apply in cases of short-term leaves of absence for Union business approved by the Hospital under the applicable provision of the Collective Agreement where payment is made to the employee by the Union.

### **R.2 Pay**

Pay by direct bank deposit will be bi-weekly, on Fridays.

If a Paid Holiday interferes with the regular pay day, the pay day shall be the day before the regular pay day.

Each employee shall be provided with an itemized statement of their wages, hours, and deductions, prior to the deposit date.

### **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.

R.4 Wage Progression

- (a) When transferring between classifications within the same pay band, employees will be placed on the same step on the grid from the classification they were previously in.
- (b) Where an employee moves to a classification on a lower wage grid than their original position, they will be placed on the grid closest to their current rate of pay.

**ARTICLE S – GENERAL PROVISIONS**

S.1 Employee Contact Information

- (a) The employee is responsible for ensuring that their address, phone number and name change be up to date and on record with the Hospital. The Hospital will utilize the most recent information available in its system when corresponding with the employee.
- (b) The Hospital will provide the Union with the current mailing address and phone number(s) it has on record of all members of the bargaining unit, in electronic form, on a quarterly basis in January, April, July and October.

S.2 Correspondence

All correspondence between the parties arising out of the Agreement or incidental hereto that affects all sites or all members of the bargaining unit, shall pass to and from Human Resources, and the President and a copy to the 1<sup>st</sup> Vice President of the Union.

Any correspondence directly related to a specific Site arising out of the Agreement or incidental hereto, shall pass to and from the Human Resources and the Site Vice-President(s).



S.3 Hospital Policies

Prior to effecting any changes in Hospital wide rules or policies which affect employees covered by the agreement the Hospital will discuss the changes with the Union and provide copies of the same to the Union.

S.4 Collective Agreement

The Hospital will make available an electronic copy of the Collective Agreement to employees of the Bargaining Unit.

A hard copy of the Collective Agreement will also be made available to each employee of the Bargaining Unit. The parties agree to share the printing cost 50/50.

The hard copy of the Collective Agreement will be distributed by the Union to each employee.

S.5 Bulletin Boards

The Hospital will provide bulletin boards, the location to be agreed by the parties, upon which the Union may post notices of Union business. The Union will provide the Hospital with a copy of such notices in advance of posting. Where such bulletin boards are locked, the Union will be supplied with a key.

S.6 Storage Facilities (*SJHC and PHC Sites*)

The Hospital agrees to provide storage facilities to the Union at each site for a filing cabinet.

**ARTICLE T – RETROACTIVITY**

- T.1 Retroactivity is to be paid within seven (7) full pay periods of ratification of this agreement to the persons who are employees of the Hospital at the time of payment. The Hospital shall, within one (1) month of the date of this ratification/award, send a letter to the last known address in the records of the Hospital, to any person who left employment prior to the date of payment, advising them of their right to retroactivity, which shall be paid if they claim it within one-hundred twenty (120) days from the date upon which the letter was mailed. Former employees who fail to claim retroactivity within the one-hundred twenty (120) day period shall be deemed to forfeit any claim thereto.

Dated at Toronto, Ontario, this 4th day of March, 2023.

For the Hospital



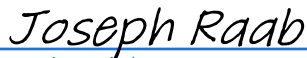
Tasha L. Osborne (Oct 2, 2024 10:34 EDT)



Robin Ross (Oct 2, 2024 12:27 EDT)



Brenda Grogan (Oct 8, 2024 10:18 EDT)



Joseph Raab (Oct 8, 2024 10:28 EDT)



Victoria Buczek (Oct 8, 2024 10:54 EDT)



Marcella Honour (Oct 8, 2024 10:56 EDT)



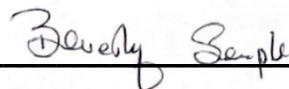
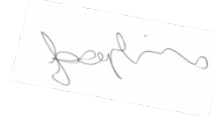
Pat Colucci (Oct 8, 2024 12:03 EDT)



Liz Butorac (Oct 8, 2024 14:02 EDT)



For the Union



Maia Cmean

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]


## **LETTER OF UNDERSTANDING #1**

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 Hospital 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.

Dated at Toronto, Ontario, this 4th day of March, 2023.

For the Hospital:

  
\_\_\_\_\_  
Tasha L. Osborne (Oct 2, 2024 10:34 EDT)

Robin Ross  
\_\_\_\_\_  
Robin Ross (Oct 2, 2024 12:27 EDT)

For the Union:

  
\_\_\_\_\_

  
\_\_\_\_\_

## **LETTER OF UNDERSTANDING #2**

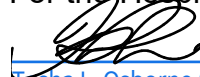
Re: Temporary Full-time Employees

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.



Dated at Toronto, Ontario, this 4th day of March, 2023.

For the Hospital:

  
Tasha L. Osborne (Oct 2, 2024 10:34 EDT)

  
Robin Ross (Oct 2, 2024 12:27 EDT)

For the Union:

### **LETTER OF UNDERSTANDING #3**

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.



Dated at Toronto, Ontario, this 4th day of March, 2023.

For the Hospital:

  
\_\_\_\_\_  
Tasha L. Osborne (Oct 2, 2024 10:34 EDT)

  
\_\_\_\_\_  
Robin Ross (Oct 2, 2024 12:27 EDT)

For the Union:

  
\_\_\_\_\_  
  
\_\_\_\_\_


**LETTER OF UNDERSTANDING #4**

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.

Dated at Toronto, Ontario, this 4th day of March, 2023.

For the Hospital:

  
\_\_\_\_\_  
Tasha L. Osborne (Oct 2, 2024 10:34 EDT)

  
\_\_\_\_\_  
Robin Ross (Oct 2, 2024 12:27 EDT)

For the Union:

  
\_\_\_\_\_  
  
\_\_\_\_\_

## **LETTER OF UNDERSTANDING #5**

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) Hospital 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.



Dated at Toronto, Ontario, this 4th day of March, 2023.

For the Hospital:

  
Tasha L. Osborne (Oct 2, 2024 10:34 EDT)

  
Robin Ross (Oct 2, 2024 12:27 EDT)

For the Union:



## **LETTER OF UNDERSTANDING #6**

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

#### B) Scheduling (determined by each Unit/department needs)

*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).*

*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 Hospital 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.

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

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 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) 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 Hospital 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 per week.

(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.

Dated at Toronto, Ontario, this 4th day of March, 2023.

For the Hospital:

  
Tasha L. Osborne (Oct 2, 2024 10:34 EDT)

  
Robin Ross (Oct 2, 2024 12:27 EDT)

For the Union:


## **LETTER OF UNDERSTANDING #7**

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.

Dated at Toronto, Ontario, this 4th day of March, 2023.

For the Hospital:

  
Tasha L. Osborne (Oct 2, 2024 10:34 EDT)

  
Robin Ross (Oct 2, 2024 12:27 EDT)

For the Union:


## **LETTER OF UNDERSTANDING #8**

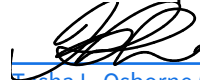
RE: Office Space (SJHC and PHC Sites)

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.



Dated at Toronto, Ontario, this 4th day of March, 2023.

For the Hospital:

  
Tasha L. Osborne (Oct 2, 2024 10:34 EDT)

  
Robin Ross (Oct 2, 2024 12:27 EDT)

For the Union:

## **LETTER OF UNDERSTANDING #9**

RE: Seniority Lists

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.

Dated at Toronto, Ontario, this 4th day of March, 2023.

For the Hospital:



Tasha L. Osborne (Oct 2, 2024 10:34 EDT)

Robin Ross

Robin Ross (Oct 2, 2024 12:27 EDT)

For the Union:





## **LETTER OF UNDERSTANDING #10**

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 one-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.

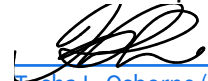
- (c) The parties agree that the Sick Bank Cash out Provisions from the SJHC Collective Agreement September 29, 1985 will also be applied to the remaining PHC Clerical employee with a Sick Bank as of the date of ratification/award.
- (d) The parties agree that the remaining employee at the SMH site will 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.

Dated at Toronto, Ontario, this 4th day of March, 2023.

For the Hospital:

  
Tasha L. Osborne (Oct 2, 2024 10:34 EDT)

Robin Ross  
Robin Ross (Oct 2, 2024 12:27 EDT)

For the Union:


## **APPENDIX A – NON-RPN WORKLOAD COMPLAINT FORM**

N.B. All sections of the form **must** be completed prior to submission for review.

The parties agree that patient care is enhanced if concerns relating to professional practice, patient acuity, fluctuating Work-Loads and fluctuating staffing are resolved in a timely and effective manner.

### **SECTION 1: GENERAL INFORMATION**

Name(s) of Employee(s) Reporting (Please Print)

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Unit/Area/Program: \_\_\_\_\_ Site/Location: \_\_\_\_\_

Date of Occurrence \_\_\_\_\_ Time of Occurrence: \_\_\_\_\_

Shift Length: ☐ 7.5 hr. ☐ 11.25 hr. ☐ Other \_\_\_\_\_

Name of Manager/Supervisor: \_\_\_\_\_ Time Notified: \_\_\_\_\_

Date Form Submitted to Hospital: \_\_\_\_\_

### **SECTION 2: WORKING CONDITIONS**

In order to effectively resolve workload issues, please provide detail about the working conditions at the time of the occurrence by providing the following information:

Type of Work Being Performed (please describe)

_____
_____
_____
_____
_____

Number of Staff on Duty \_\_\_\_\_ Usual Number of Staff on Duty \_\_\_\_\_

If there was a shortage of staff at the time of the occurrence, please provide details about why there was a shortage:

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### SECTION 3: DETAILS OF OCCURENCE

Is this an:      ☐      Isolated Incident      ☐      Ongoing Problem      (Check One)

I/We the undersigned, believe that I was/we were given an assignment that was excessive or inconsistent with quality patient care and/or created an unsafe working environment for the following reasons. (Provide brief description of problem/work assignment below, including what happened, how the assignment was inconsistent with quality patient care and/or created an unsafe work environment, where the incident happened.):

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### SECTION 4: REMEDY

a) At the time the workload issue occurs, discuss the issue within the unit/area/program to develop strategies to meet patient care needs. Provide details of how it was or was not resolved:

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- b) Failing resolution at the time of the occurrence, seek immediate assistance from your immediate supervisor/manager who has responsibility for timely resolution of workload issues. Discussion details:

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- c) Was it resolved                      Yes    ☐                      No    ☐

Provide details of how it was or was not resolved:

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#### SECTION 5: RECOMMENDATIONS

To correct this problem, I/we recommend:

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#### SECTION 6: EMPLOYEE SIGNATURE(S)

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Phone #: \_\_\_\_\_

Email: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Phone #: \_\_\_\_\_

Email: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Phone #: \_\_\_\_\_

Email: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Phone #: \_\_\_\_\_

Email: \_\_\_\_\_

**SECTION 7: MANAGEMENT COMMENTS**

The manager (or designate) will provide a written response to the individual(s) with a copy to the Bargaining Unit President. Please provide any information/comments in response to this report, including any actions taken to remedy the situation, where applicable:

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## **APPENDIX B – CLERICAL WAGE GRIDS**

<b>Clerical - Pay Level CC1</b>					
<b>Effective April 1, 2021</b>					
<b>POSITION TITLE</b>	<b>Start</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>
Screener (PHC, SMH, SJHC)	\$18.47	\$19.85	\$21.23	\$22.62	\$24.01
<b>Sept. 29, 2021</b>	\$19.35	\$20.80	\$22.25	\$23.70	\$25.16
<b>Sept. 29, 2022</b>	\$20.04	\$21.53	\$23.03	\$24.54	\$26.05

<b>Clerical - Pay Level CC2</b>					
<b>Effective April 1, 2021</b>					
<b>POSITION TITLE</b>	<b>Start</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>
	\$23.75	\$24.03	\$24.31	\$24.59	\$24.86
<b>Sept. 29, 2021</b>	\$24.89	\$25.18	\$25.47	\$25.77	\$26.05
<b>Sept. 29, 2022</b>	\$25.76	\$26.07	\$26.37	\$26.68	\$26.97

<b>Clerical - Pay Level CC3</b>					
<b>Effective April 1, 2021</b>					
<b>POSITION TITLE</b>	<b>Start</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>
Patient Registration Clerk (SMH)	\$22.77	\$23.47	\$24.20	\$24.95	\$25.72
Family Medicine Clerk (SJHC)					
Switchboard Operator (SJHC)					
Call Centre Agent (SMH)					
Customer Service Representative, Switchboard (PHC)					
Information Desk Assistant (SMH)	\$23.86	\$24.59	\$25.36	\$26.14	\$26.95
<b>Sept. 29, 2021</b>					
<b>Sept. 29, 2022</b>					
	\$24.70	\$25.46	\$26.25	\$27.07	\$27.90

<b>Clerical - Pay Level CC4</b>					
<b>Effective April 1, 2021</b>					
<b>POSITION TITLE</b>	<b>Start</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>
Health Information Management Technician	\$24.47	\$24.80	\$25.13	\$25.46	\$25.79
Health Record Clerk (SMH)					
Electronic Health Records Clerk (SJHC)					
Transcription Editor (SJHC)					
Medical Transcriptionist (SJHC)					
<b>Sept. 29, 2021</b>	\$25.64	\$25.99	\$26.33	\$26.68	\$27.02
<b>Sept. 29, 2022</b>	\$26.55	\$26.90	\$27.26	\$27.62	\$27.98

<b>Clerical - Pay Level CC5</b>					
<b>Effective April 1, 2021</b>					
<b>POSITION TITLE</b>	<b>Start</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>
Vaccine Clinic Coordinator	\$23.31	\$24.03	\$24.77	\$25.54	\$26.33
<b>Sept. 29, 2021</b>	\$24.43	\$25.18	\$25.96	\$26.76	\$27.59
<b>Sept. 29, 2022</b>	\$25.29	\$26.07	\$26.87	\$27.71	\$28.56

<b>Clerical - Pay Level CC6</b>	
<b>Effective April 1, 2021</b>	
<b>POSITION TITLE</b>	<b>Start</b>
Customer Service Representative, Switchboard Team Lead (PHC)	\$26.72
<b>Sept. 29, 2021</b>	\$28.00
<b>Sept. 29, 2022</b>	\$28.99

<b>Clerical - Pay Level CC7</b>					
<b>Effective April 1, 2021</b>					
<b>POSITION TITLE</b>	<b>Start</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>
Cashier (SMH)	\$25.10	\$25.88	\$26.68	\$27.51	\$28.36
Customer Service Representative, Cashier (PHC)					
Patient Accounts Clerk (SJHC)					
Billing Clerk (SMH)					
Finance Clerk (SJHC)					
Accounts Payable Representative (PHC)					
Accounts Payable Clerk (SMH)					
Dispatch Clerk (SMH, SJHC)					
Administrative Coordinator - Staffing Office (Resource Team) (PHC)					
Administrative Coordinator PCU (Resource Team) (PHC)					
<b>Sept. 29, 2021</b>	\$26.30	\$27.12	\$27.96	\$28.83	\$29.72
<b>Sept. 29, 2022</b>	\$27.23	\$28.07	\$28.94	\$29.84	\$30.77



<b>Clerical - Pay Level CC8</b>					
<b>Effective April 1, 2021</b>					
<b>POSITION TITLE</b>	<b>Start</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>
Registration/Booking Clerk (SJHC)	\$23.03	\$24.47	\$25.90	\$27.35	\$28.78
Bed Booking Clerk (SJHC)					
OR Booking Clerk (SJHC)					
Booking Clerk					
Senior Admitting Clerk (SMH)					
Admission Discharge & Transfer Coordinator (PHC)					
Secretary, Lev-3 (SJHC)					
Secretary, Lev-4 (SJHC)					
Administrative Coordinator, Diagnostic Services (PHC)					
Medical Imaging Clerk (SMH)					
Booking Computer Clerk (SJHC)					
Diet Office Clerk (SJHC)					
Menu Clerk (SMH)					
Menu Clerk & Central Tray Services Coordinator (PHC)					
Data Quality Audit Clerk (SJHC)					
Data Entry Clerk (SMH)					
<b>Sept. 29, 2021</b>	\$24.13	\$25.64	\$27.14	\$28.66	\$30.16
<b>Sept. 29, 2022</b>	\$24.98	\$26.55	\$28.10	\$29.67	\$31.22

<b>Clerical - Pay Level CC9</b>					
<b>Effective April 1, 2021</b>					
<b>POSITION TITLE</b>	<b>Start</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>
Intake Coordinator (PHC)	\$25.57	\$26.36	\$27.18	\$28.02	\$28.89
<b>Sept. 29, 2021</b>	\$26.79	\$27.62	\$28.48	\$29.36	\$30.27
<b>Sept. 29, 2022</b>	\$27.74	\$28.60	\$29.49	\$30.40	\$31.34

<b>Clerical - Pay Level CC10</b>					
<b>Effective April 1, 2021</b>					
<b>POSITION TITLE</b>	<b>Start</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>
Unit Clerk (SJHC)	\$26.30	\$27.12	\$27.95	\$28.82	\$29.71
Clerical Assistant - In Patient (SMH)					
Clerical Assistant - Clinics (SMH)					
<b>Sept. 29, 2021</b>	\$27.56	\$28.42	\$29.29	\$30.20	\$31.13
<b>Sept. 29, 2022</b>	\$28.53	\$29.42	\$30.32	\$31.26	\$32.23

<b>Clerical - Pay Level CC11</b>					
<b>Effective April 1, 2021</b>					
<b>POSITION TITLE</b>	<b>Start</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>
Billing Specialist Insured (SMH)	\$26.90	\$27.73	\$28.59	\$29.47	\$30.38
Uninsured Billing and Collections Specialist (SMH)					
<b>Sept. 29, 2021</b>	\$28.19	\$29.06	\$29.96	\$30.88	\$31.83
<b>Sept. 29, 2022</b>	\$29.18	\$30.08	\$31.01	\$31.97	\$32.96

<b>Clerical - Pay Level CC12</b>					
<b>Effective April 1, 2021</b>					
<b>POSITION TITLE</b>	<b>Start</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>
Customer Service Representative, Billing (Business Office) (PHC)	\$24.98	\$26.54	\$28.11	\$29.67	\$31.23
Senior Patient Accounts Clerk (SJHC)					
Health Information Management Professional (PHC & SMH)					
Health Records Tech - Release of Information Specialist (SJHC)					
Release of Information Specialist (SMH)					
System Coordinator - Health Records (SMH)					
Administrative Coordinator (PHC)					
Administrative Coordinator I (PHC)					
Dietetic Technician (SJHC)					
Nutrition Technician (SJHC)					
Dietitian Assistant (PHC & SMH)					
<b>Sept. 29, 2021</b>	\$26.18	\$27.81	\$29.46	\$31.09	\$32.73
<b>Sept. 29, 2022</b>	\$27.10	\$28.79	\$30.49	\$32.19	\$33.88

<b>Clerical - Pay Level CC13</b>					
<b>Effective April 1, 2021</b>					
<b>POSITION TITLE</b>	<b>Start</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>
Patient Accounts Representative (SMH)	\$29.22	\$30.12	\$31.05	\$32.01	\$33.00
Differential Coordinator (SJHC)					
<b>Sept. 29, 2021</b>	\$30.62	\$31.56	\$32.54	\$33.54	\$34.58
<b>Sept. 29, 2022</b>	\$31.70	\$32.67	\$33.68	\$34.72	\$35.80

<b>Clerical - Pay Level CC14</b>					
<b>Effective April 1, 2021</b>					
<b>POSITION TITLE</b>	<b>Start</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>
Unit Administrative Coordinator, PCU (PHC)	\$27.11	\$28.80	\$30.50	\$32.19	\$33.88
Administrative Coordinator, Resident Care (PHC)					
Information and Performance Coordinator (PHC)					
Scheduling & Events Administrator (SMH)					
Pharmacy and IPAC Coordinator (PHC)					
<b>Sept. 29, 2021</b>	\$28.41	\$30.18	\$31.96	\$33.73	\$35.50
<b>Sept. 29, 2022</b>	\$29.41	\$31.24	\$33.09	\$34.92	\$36.75

<b>Clerical - Pay Level CC15</b>					
<b>Effective April 1, 2021</b>					
<b>POSITION TITLE</b>	<b>Start</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>
Payroll Analyst (PHC & SMH)	\$30.29	\$31.22	\$32.19	\$33.18	\$34.21
Workforce Management Analyst - (SMH & SJHC)					
<b>Sept. 29, 2021</b>	\$31.74	\$32.71	\$33.73	\$34.77	\$35.85
<b>Sept. 29, 2022</b>	\$32.86	\$33.87	\$34.92	\$35.99	\$37.11

<b>Clerical - Pay Level CC16</b>					
<b>Effective April 1, 2021</b>					
<b>POSITION TITLE</b>	<b>Start</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>
Coordinator – Security Services (SMH)	\$30.66	\$31.61	\$32.59	\$33.60	\$34.64
Facility Operations Assistant (SMH)					
CATCH Coordinator (SMH)					
Admin/Clerical Coordinator (SMH)					
<b>Sept. 29, 2021</b>	\$32.13	\$33.12	\$34.15	\$35.21	\$36.30
<b>Sept. 29, 2022</b>	\$33.26	\$34.29	\$35.35	\$36.45	\$37.58

<b>Clerical - Pay Level CC17</b>					
<b>Effective April 1, 2021</b>					
<b>POSITION TITLE</b>	<b>Start</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>
Accounts Receivable Analyst - Non-OHIP (SMH)	\$31.63	\$32.61	\$33.62	\$34.66	\$35.73
Accounts Receivable Analyst - OHIP (SMH)					
Clinical Coding Specialist (SMH & SJHC)					
<b>Sept. 29, 2021</b>	\$33.14	\$34.17	\$35.23	\$36.32	\$37.44
<b>Sept. 29, 2022</b>	\$34.31	\$35.38	\$36.47	\$37.60	\$38.76

### Wage Harmonization

Wage harmonization shall be retroactive to April 1, 2021, using the wage grids attached as Appendix B.

Employees will be placed on the grid using the following criteria. If more than one criterion is applicable, they will be placed at the highest step on the grid that they would be entitled to in accordance with any one of the following criteria:

A) Salary

Employees will be placed on the harmonized wage grid at their salary, or at the next highest step closest to their salary if they fall between steps effective April 1, 2021.

B) Service

Employees will be placed on the grid in alignment with their completed service at UHT (including service at the predecessor Hospitals), in accordance with Article 9.02 (Full-time by date of hire, part-time and casual 1725 hours = 1 year of service) and in accordance with the other provisions of the new collective agreement effective April 1, 2021.

Employees will advance on the wage grid, in accordance with the agreed upon progression on the wage grid language including during the period of retroactivity.

### Progression on the wage grid

Full-Time employees shall progress on the wage grid to the next higher rate on an annual basis based on their anniversary date.

Part-Time employees, including Casual employees, shall accumulate service for the purpose of progression on the wage grid, on the basis of one year for each 1725 hours worked.

See also Article 20.03 and R.4 for progression on wage grid when changing classifications.

### **APPENDIX C – ARTICLE L.3 UNPAID VACATION (PART-TIME & CASUAL)**

<b>ANNUAL VACATION <u>UNPAID</u> TIME OFF (IN 7.5 HOURS DAYS) BASED ON % IN LIEU AND FTE</b>						
<b>FTE</b>	<b>4% Vacation Unpaid Days Off</b>	<b>6% Vacation Unpaid Days Off</b>	<b>8% Vacation Unpaid Days Off</b>	<b>10% Vacation Unpaid Days Off</b>	<b>12% Vacation Unpaid Days Off</b>	<b>14% Vacation Unpaid Days Off</b>
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