

# COLLECTIVE AGREEMENT

Between

UNIVERSITY HEALTH NETWORK WOMEN'S OWN WITHDRAWAL  
MANAGEMENT CENTRE  
(Hereinafter called the "Hospital")

And

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 5001.1  
(Hereinafter called the "Union")

**Effective: September 29, 2017**

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## **ARTICLE 1 - PREAMBLE**

### **1.01 Preamble**

The general purpose of this Agreement is to establish and maintain collective bargaining relations between the 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 (a) A regular part-time employee is an employee who makes a written commitment to be available for work on a regular predetermined basis of up to twenty-four (24) hours per week averaged over a two (2) week period.

(b) A casual part-time employee is an employee who does not make such a commitment but may elect to work or not work when requested to do so by the Hospital.

(c) Temporary Employee

Employees may be hired for a specific term not to exceed twelve (12) 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 nonrecurring 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 six (6) 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 her 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.

(d) When a temporary full-time employee continues to work beyond twelve (12) consecutive months, such employee will be entitled to the following benefits. Extended Health Care, Dental, Semi-Private, and Group Life Insurance.

When such employee is transferred to permanent status she will be credited with service to the last date of hire for the purpose of determining benefit-qualifying periods.

### **ARTICLE 3 — RELATIONSHIP**

- 3.01 The Hospital and the Union agree that there will be no discrimination, interference, intimidation, or coercion exercised or practiced by any of their representatives with respect to any employee because of her membership in the Union or activity on behalf of the union or by reason of exercising her rights under the Collective Agreement.
- 3.02 The parties further agree that there shall be no discrimination against an employee by the Union or the Hospital by reason of race, creed, colour, age, sex, marital status, nationality, ancestry, national origin, sexual orientation.
- 3.03 The Union acknowledges the duty of the Hospital to accommodate certain individuals under the Human Rights Code of Ontario and agrees that this Collective Agreement shall be interpreted and applied in such a way as to permit the Hospital to discharge that duty.
- 3.04 There will be no solicitation for membership, collection of dues, or other Union activity on the premises of the Hospital during an employee's working hours.
- 3.05 Attendance Management

Days of absence arising out of a medically-established serious chronic condition, an on-going course of treatment, 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**

- 4.01 The Union agrees there shall be no strikes and the Hospital agrees there shall be no lockouts so long as the 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 As a condition of employment, all employees in the bargaining unit must become and remain members in good standing of the Union.

## 5.02 Dues Deduction, Remittance and Lists

- (01) The Hospital shall deduct on the regular monthly deduction date from each employee in the bargaining unit, subject to the provisions of Article 6.02 a sum equal to union dues and in the case of new employees hired after the date of this agreement a sum equal to the Union membership fee, all as certified by the Canadian Union of Public Employees and remit such sum to the Union accompanied by a list of the names of all employees from whose wages the deductions have been made. Such dues to be forwarded to the Treasurer of the Union within fifteen (15) working days of said deduction.

This list shall include a total of all regular wages paid to all bargaining unit employees who have union dues deducted at any time during the current or previous pay periods, exclusive of overtime, premiums and benefit costs.

- (02) Such deductions with respect to new employees or employees who, on the date of signing of this Agreement have not completed the probationary period, shall become effective upon the first regular deduction date following the first thirty (30) calendar days after the employee's last date of commencing employment.
- (03) The Union shall indemnify and keep the Hospital harmless with respect to any monies deducted in accordance with this Article.

## 5.03 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.

## 5.04 Notification to Union

- (a) The Hospital will provide the Union with a list, monthly of all hirings, lay-offs, recalls, and positions which have vacated within the bargaining unit where such information is available or becomes readily available through the Hospital's payroll system. This information will be provided electronically via email.
- (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 twice a year in electronic form.

5.05 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. The union will be advised of the time and place of such orientation.

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

5.06 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.

5.07 Bulletin Boards

(01) The Hospital shall provide bulletin boards to the Union at the following location: Community Office.

(02) It is agreed that with the exception of notices of union meetings, no material will be placed on the boards without prior approval of the Director of Human Resources or designate(s). It is further agreed that such approval shall not be unreasonably withheld. In the case of notices of meetings, the Secretary of the Union will be responsible for placing and removing the notices.

5.08 Communication

All correspondence between the parties relating to matters covered by the Agreement shall pass between the Personnel Director of the Hospital and the President of the Local Union, or his/her designate.

**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 the Agreement. Such approval will not be unreasonably denied.

## 6.02 Labour-Management Committee

- (a) Where the parties mutually agree that these are matters of mutual concern and interest that would be beneficial if discussed at a Labour-Management Committee Meeting during the term of the 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 the 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, part-time and casual 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.

It is also agreed that the topic of scheduling overtime in certain departments identified by the Labour-Management Committee is an appropriate topic for the Labour-Management Committee.

- (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 representatives of the Union for the purpose of negotiating or renewing a collective agreement. 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 the 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 endeavor 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 her normal straight time working hours at her 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 her normal straight time working hours at her 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 Hospitals 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 the 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 the Article as well as the effective date of their respective appointments.

All appointed stewards and/or Union officers will be provided with a UHN email address upon the Hospital's receipt of notification of their election and/or appointment.

- (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 her duties, a Union steward is required to enter an area within the Hospital in which she is not originally employed, she shall report her presence to the supervisor in the area immediately upon entering it. Such permission shall not be unreasonably withheld. When resuming her regular duties and responsibilities, such steward shall again report to her immediate supervisor. A Union steward shall suffer no loss of earnings for the time spent in performing the above duties during her regular scheduled working hours.
- (e) Nothing in the 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 shall be determined by the Union.

#### 6.06 Grievance Committee

##### (a) Grievance Committee

The Hospital will recognize a Grievance Committee composed of the Chief Steward and not more than two (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 the 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 the 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.

##### (b) Dual Capacity

Nothing in the Agreement shall be deemed to prevent an employee from acting in the dual capacity of a steward and committee member.

Nothing in the clause shall prevent the steward from another department or Union Executive member from acting in the absence of the regular steward.

The duties of the steward will be to assist any employee, which she represents, in preparing and in presenting her grievance, in accordance with the grievance procedure. When the Steward designated to represent an employee in the particular department or area is not available to assist an employee from that area in the presentation of a grievance, the employee may request the assistance of one of the other stewards.

Whenever an employee is requested to report for a disciplinary discussion with a representative of the Hospital, prior to any discussion occurring or disciplinary action taken, such employee shall have a Union Representative present. If no union representation is available, the discussion shall not commence nor shall disciplinary action be imposed. The Hospital will schedule the meeting no earlier than twelve (12) hours later. The employee may be removed from the workplace with pay until the meeting can be held. Such removal from the workplace shall not be considered disciplinary.

It is understood the employee shall have the responsibility to ensure a Union Representative is present.

(c) Official Notice

The Union shall supply the Hospital in writing with the names of those employees who have been elected Union Officers, Stewards, Chief Stewards, and Committee Members, authorized to represent the Union and the Union will keep such list up-to-date and the Hospital advised accordingly. The Hospital shall not be required to recognize representatives unless so notified in writing.

(d) Labour-Management Committee

The Hospital will recognize a Labour-Management Committee consisting of not more than three (3) employees, including the President of the Union.

(e) The Hospital may provide a leave of absence without pay to Local Executive Board Members who work the afternoon or night shifts for up to four (4) scheduled hours in order to attend the monthly general and/or executive board meetings, provided that a written request is received two (2) weeks prior to the meeting and provided that, in the opinion of the Hospital, such absence does not interfere with the continuance of the efficient operations of the Hospital. The Union must inform the Hospital in writing of its members who are Executive Board Members and keep such list up to date or the Hospital will not be required to provide such leave as requested under the Article.

(f) Union Business

If the Union requests leave of absence for employees to attend union conventions or other union functions, the Hospital will grant such leave without pay provided that ten (10) days notices has been given to the Hospital, and further provided that not more than three (3) employees are involved at any one time. A special request by the Union to allow more than three (3) employees to be involved in a union function at any one time will be considered by the Hospital if it is for the purpose of having union members attend education seminars and will be granted if practicable to do so. The total accumulation of such leave shall not exceed twenty (20) extended at the discretion of the Hospital if the Union demonstrates that it is conducting an extraordinary amount of union business in a given year.

g) Notification to Union

The Hospital will provide the Union with a list of last known address for employees covered by the full-time and part-time service bargaining units as at April 1st of each calendar year, unless an employee notifies the Hospital in writing that she does not wish to have her address given to the Union. The Union agrees that such addresses will not be disseminated to any other individuals, groups, institutions or organizations. Further, the Hospital cannot be held responsible for any errors or omissions.

**ARTICLE 7- GRIEVANCE AND ARBITRATION PROCEDURE**

7.01 For purposes of the 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 (a) The Hospital agrees that where an employee is required to attend a meeting with the Hospital that may lead to disciplinary action, as a good labour relations practice, it will inform the employee of the purpose of the meeting and his/her right to Union Representation.

(b) 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 her steward. In the case of suspension or discharge the Hospital shall notify the employee of the right in advance.

7.03 It is the mutual desire of the parties hereto that complaints of employees shall be addressed as quickly as possible, and it is understood that an employee has no grievance until she has first given her immediate supervisor the opportunity of adjusting her complaint. The grievor may have the assistance of a union steward if she so desires. Such complaint shall be discussed with her 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 her immediate supervisor's decision in the following manner and sequence:

Step 1:

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

Step 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(s) and/or Business Agent of the Canadian Union of Public employees and the grievor may be present at the meeting. It is further understood that the (designate) may have such counsel and assistance as he may desire at such meeting. The decision of the Hospital shall be delivered in writing within nine (9) calendar days following the date of such meeting.

- 7.04 A complaint or grievance arising directly between the Hospital and the Union concerning the interpretation, application or alleged violation of the Agreement shall be originated at Step No. 2 within fourteen (14) calendar days following the circumstances giving rise to the complaint or grievance. It is expressly understood, however, that the provisions of the Article may not be used with respect to a grievance directly affecting an employee which such employee could herself 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 her 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 the 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 her probationary period that she has been unjustly discharged or suspended shall be treated as a grievance if a written statement of such grievance is lodged by the employee with the Hospital at Step No. 2 within seven (7) calendar days after the date the discharge or suspension is affected. 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 her 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 the 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 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 of the 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 the Agreement, nor to alter, modify, add to or amend any part of the 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.

7.17 Time Limits:

At any stage of the grievance procedure the time limits may be extended by mutual agreement of the parties. Saturdays, Sundays and Statutory Holidays designated in this Agreement will not be counted in determining the time in which any action is to be taken or completed under the Grievance Procedure or Arbitration Procedure.

## **ARTICLE - 8- ACCESS TO FILES**

8.01 Access to Personnel File

Each employee shall have reasonable access to her personnel file for the purpose of reviewing any evaluations or formal disciplinary notations contained herein, in the presence of a Human Resources representative or designate. An employee has the right to request copies of any evaluations and disciplinary notations 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.

8.03 No document shall be used against an employee where it has not been brought to her attention in a timely manner.

8.04 Notwithstanding Article 8, upon review of a file, should the employee believes any counseling letter, whether it is referred to as non-disciplinary or not is no longer applicable, she may request that such documentation be removed. Such request shall not be unreasonably denied.

8.05 Any evaluation, which is to be placed in an employee's file shall be reviewed with the employee. The employee shall initial such evaluation as having been read and shall have the opportunity to add her or his views to such evaluation prior to its being placed in the file. Such evaluation cannot support disciplinary action against the employee.

8.06 When, during disciplinary proceedings, an employee's record is being used against her, at her request the employee will be shown the said record and she may, if she wishes, be accompanied by her Steward.

- 8.07 Discipline given to employees which indicates that discharge will follow if there is no improvement, will be in writing, with a copy sent to the Union.
- 8.08 An employee will receive a copy of the record placed in her personnel file, of any disciplinary action taken against her.

## **ARTICLE - 9 - SENIORITY**

### **9.01 Probationary Period**

A new employee will be considered on probation until she has completed sixty (60) days of work (or 450 hours of work for employees whose regular hours of work are other than the standard work day), within any twelve (12) calendar months. Upon completion of the probationary period she 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.

#### **Seniority Lists**

- (1) A seniority lists showing the names, seniority dates and classifications of employees will be prepared by the Hospital and posted on the bulletin board during the first week in January and the first week of July each year. The seniority list will remain posted for thirty (30) days each time it is revised. A copy will be sent to the Local Union Office.
- (2) Subject to the provisions of Articles 9.05 and 9.06 errors or omissions in a list posted in accordance with – 9.02(1) shall be corrective on application of the union of the employees concerned, provided:
  - (a) Such error or omission relates to the period subsequent to the date of the most recent approved list, and

- (b) The error omission is forwarded in writing to the attention of the Records Department, Human Resources within fifteen (15) days of the posting date except as provided for under – 9.02(3).
- (3) If no written protest is received by the Records Department, Human Resources concerning the seniority list posted in accordance with – 9.02(2) within fifteen (15) days of the day it was posted, it shall become final, subject to revision with respect to any employee who has been absent because of illness, accident, leave of absence, vacation, or lay-off and who files a seniority correction form within fifteen (15) days of her return to work.
- (4) If a written protest is received by the Hospital on the proper form within the time limits set out in – 9.02(2), the protests shall be resolved by the Hospital and Union within twenty-one (21) days. The resulting revised seniority list will be posted within seven (7) days of such revision unless otherwise agreed by the parties. The only protests on the revised list that will then be subject to the time limits established in – 9.02(2)(ii) and the process described in – 9.02(4).

The resulting list shall become final and shall be signed by the Hospital and the Union.

- (5) Any protest not resolved under – 9.02(4) may be the subject of a grievance to be initiated by the Union Step 2 of the Grievance Procedure.
- (6) Once a seniority list has been posted in accordance with – 9.02(4), and has been signed by the Hospital and the Union the only protests which will be considered against the next posted list shall be protests relative to changes to individuals since the date of the most recent signed list.
- (7) The parties may by mutual consent correct administrative errors.

### 9.03 **Loss of Seniority**

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

- (a) resigns;
- (b) is discharged and not reinstated through the grievance/arbitration procedure;
- (c) is retired;
- (d) is absent from scheduled work for a period of three (3) or more consecutive working days without notifying the Hospital of such absence and providing to the Hospital a satisfactory reason;
- (e) has been laid off for forty-eight (48) months;

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

9.04 **Effect of Absence**

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

Unless otherwise provided in the Collective Agreement:

- (a) It is understood that during an approved unpaid absence not exceeding thirty (30) continuous days or any approved absence paid by the Hospital, both seniority and service will accrue.
- (b) During an unpaid absence exceeding thirty (30) continuous calendar days, credit for service for purposes of salary increment, vacation, sick leave, or any other benefits under any provisions of the Collective Agreement or elsewhere, shall be suspended for the period of the absence in excess of thirty (30) continuous calendar days, the benefits concerned appropriately reduced on a pro rata basis and the employee's anniversary date adjusted accordingly. In addition, the employee will become responsible for full payment of any subsidized employee benefits in which she is participating for the period of absence, except that the Hospital will continue to pay its share of the premiums up to thirty (30) months while an employee is in receipt of WSIB benefits or LTD benefits. Such payment shall also continue while an employee is on sick leave (including the Employment Insurance Period) to a maximum of thirty (30) months from the time the absence commenced.

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 LTD benefits.

Where an employee retires and is in receipt of Pension Permanent Disability Benefits, and is not eligible for early retirement in accordance with 18.04(b), the Hospital will continue to pay its share of premiums for subsidized employee benefits to a maximum of thirty (30) months from the commencement of retirement.

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

- (d) Part-time employees shall accrue seniority for the duration of the absence, if an employee's absence is due to a disability resulting in WSIB benefits.

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

#### 9.05 **Job Posting**

- (a) Where a permanent vacancy, including a regular part time, occurs in a classification within the bargaining unit or a new position, including a regular part time 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 normal requirements of the job, the normal duties of the position, location (department, site), shift or shift rotation, regular hours of work, qualifications, classifications and rate of pay, 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 seven (7) consecutive calendar days. Applications for such vacancies shall be made in writing within the seven (7) 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 her permanent status or post into a permanent position that is at a higher base rate of pay than her present classification.

The Hospital agrees that it shall post permanent vacant positions within thirty (30) calendar days of the position becoming vacant, unless the Hospital provides the Union notice under Article 9.08 of its intention to eliminate the position.

The name of the successful applicant will be posted on the bulletin board for a period of seven (7) calendar days.

Where there are no successful applicants from within the bargaining unit for vacant positions referred to in the Article, employees in other CUPE bargaining units at Women's Own Withdrawal Management Centre will be selected in accordance with the criteria for selection above, prior to considering persons who are not members of CUPE bargaining units at Women's Own Withdrawal Management Centre. The employees eligible for consideration shall be limited to those employees who have applied for the position in accordance with the Article, and selection shall be made in accordance with Appendix H (Refer to Appendix C.02).

- (e) 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 the 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.
- (f) A list of vacancies filled in the preceding month under the Article and the names of the successful applicants will be posted, with a copy provided to the union.

9.06 **Transfer and Seniority Outside the Bargaining Unit**

- (a) It is understood that an employee shall not be transferred by the Hospital to a position outside the bargaining unit without her consent except in the case of temporary assignments not exceeding twelve (12) 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 (b) 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 she shall be credited with the seniority held at the time of transfer and resume accumulation from the date of her return to the bargaining unit. An employee not returned to the bargaining unit within 24 months shall forfeit bargaining unit seniority.
- (c) In the event an employee transferred out of the bargaining unit under (a) or (b) above is returned to the bargaining unit within a period of twelve (12) calendar months, she shall accumulate seniority during the period of time outside the bargaining unit (Refer to Letter of Understanding No.6).

9.07 (a) **Transfer of Seniority and Service**

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

- (i) an employee whose status is changed from full-time to part-time shall receive full credit for her seniority and service;
- (ii) an employee whose status is changed from part-time to full-time shall receive credit for her 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 the period the employee may voluntarily return to her 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 she not transferred.

(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) years' 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.

9.08 **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, 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. (Refer to Letter of Understanding #10)

(b) **Retirement Allowance**

Prior to issuing notice of layoff pursuant to article 9.08(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)(ii).

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

(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 interested, the Hospital will make its decision based on seniority.
  - (ii) If sufficient 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.
- (d) A layoff shall not include a reassignment of an employee from her classification or area of assignment who would otherwise be entitled to notice of layoff provided: (Refer to Letter of Understanding #10)
- (i) reassignments will occur in reverse order of seniority (i.e. the least senior employee will be the first reassigned);
  - (ii) the reassignment of the employee is to an appropriate permanent job with the Hospital 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.

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

- (f) 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 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 9.10, 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 procedures 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 her regular or premium rate as may be applicable. Each party shall appoint a co-chair for the Redeployment Committee. Co-chairs shall chair alternative meetings of the Committee and will be jointly responsible for establishing the agenda of the Committee meetings, preparing minutes and writing such correspondence as the Committee may direct.

(iii) Disclosure

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

(iv) Alternatives

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

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

**9.09 Layoff and Recall**

An employee in receipt of notice of layoff pursuant to 9.08(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 18.04(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.

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

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

- (e) In the event that there are no employees with lesser seniority in the same or a lower or identical-paying classification, as defined in this article, a laid-off employee shall have the right to displace another employee with lesser seniority in a higher-paying classification provided they are able to meet the normal requirements of the job, with orientation but without additional training.

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.

- (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) The Hospital agrees to layoff temporary employees in the same or similar classification within the same department before permanent employees, provided remaining employees are able to meet the normal requirements of the job.
- (h) An employee shall have opportunity of recall from a layoff to an available opening, in order of seniority, provided she has the ability to perform the work before such opening is filled on a regular basis under a job posting procedure. The posting procedure in the collective agreement shall not apply until the recall process has been complete.
- (i) No full-time employee within the bargaining unit shall be laid off by reason of her duties being assigned to one or more part-time employees.
- (j) 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.
- (k) 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 she has the ability to perform the work.

- (l) 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.
- (m) An employee recalled to work in a different classification from which she was laid off shall have the privilege of returning to the position held prior to the layoff should it become vacant within six (6) months of being recalled.
- (n) 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.
- (o) 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 her proper address being on record with the Hospital.
- (p) Employees on layoff shall be given preference for temporary vacancies, which are expected to exceed ten (10) working days. An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on layoff.

#### 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(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 assistance of the Hospital Training and Adjustment Panel (HTAP) to cover the cost of tuition, books and any travel.

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

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

9.12 Separation Allowances

- (a) Where an employee resigns within 30 days after receiving notice of layoff pursuant to article 9.08(a)(ii) that her position will be eliminated, she shall be entitled to a separation allowance of two (2) weeks' salary for each year of continuous service to a maximum of twenty (20) 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 five hundred (\$3,500) dollars.
- (b) Where an employee resigns later than 30 days after receiving notice pursuant to Article 9.08(a)(ii) that her position will be eliminated, she shall be entitled to a separation allowance of four (4) weeks' salary, and, on production of receipts from an approved educational program, within twelve (12) months of resignation, may be reimbursed for tuition fees up to a maximum of one thousand two hundred and fifty (\$1,250) dollars.

9.13 Technological Change

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

The Employer agrees to discuss with the Union the effect of such technological changes on the employment status of employees and to consider practical ways and means of minimizing the adverse 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 Hospital 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 **Workloads**

- (a) The parties agree that patient care is enhanced if concerns relating to professional practice, patient acuity, fluctuating Work-Loads and fluctuating staffing are resolved in a timely and effective manner.
- (b) Employees are encouraged to raise their concerns with their immediate supervisor within forty-eight (48) hours. In the event that within ten (10) calendar days 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) or the Labour-Management Committee (as constituted under Article 6.02) through their Union representative using the template workload complaint form attached as Appendix A. This form may be modified by 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 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 workplace; 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 until such time as the provisions of the collective agreement have been complied with.

The Hospital agrees to notify the Union, in writing five (5) months in advance if the Hospital is implementing Article 10.02.

The Hospital will set up a meeting, with the Union within ten (10) working days of delivery of written notification, to inform the Union of its intention to implement Article 10.02. At the meeting, the Hospital shall identify: (i) the work that is being affected and the reasons that lead to the decision; (ii) to whom the work is being contracted; and (iii) any other subsequent contractor. During the meeting, the Hospital agrees to provide all pertinent information to the Union including costs and any other relevant information.

### 10.03 Contracting In

Further to Article 9.08(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 duties, as covered by this agreement shall not be expanded beyond the extent of existing practice as of March 31, 2014.

The Hospital shall submit to the Union, at three (3) month intervals, the number of volunteers for the current month, 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 Executive Board Leave

The Hospital may provide a leave of absence without pay to Local Executive Board Members who work the afternoon or night shifts for up to four (4) scheduled hours in order to attend the monthly general and/or executive board meetings, provided that a written request is received two (2) weeks prior to the meeting and provided that, in the opinion of the Hospital, such absence does not interfere with the continuance of the efficient operations of the Hospital. The Union must inform the Hospital in writing of its members who are Executive Board Members and keep such list up to date or the Hospital will not be required to provide such leave as requested under this Article.

## 12.03 Union Business

If the Union requests leave of absence for employees to attend union conventions or other union functions, the Hospital will grant such leave without pay provided that ten (10) days notices has been given to the Hospital, and further provided that not more than two (2) employees are involved at any one time and not more than one (1) employee from a department or area of ten (10) employees or less. A special request by the Union to allow more than two (2) employees to be involved in a union function at any one time will be considered by the Hospital if it is for the purpose of having union members attend education seminars and will be granted if practicable to do so.

The total accumulation of such leave shall not exceed forty (40) working days in any calendar year. If the Union so requests, the total accumulation may be extended at the discretion of the Hospital if the Union demonstrates that it is conducting an extraordinary amount of union business in a given year. 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 E.

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

Notwithstanding the above, time spent by the eight (8) Executive Board members and seven (7) Alternate Executive Board members of the Ontario Council of Hospital Unions to fulfill the duties of the position shall be in addition to leave for Union Business under this clause. Part-time and casual employees will be given full credit for seniority purposes for regularly scheduled hours missed in accordance with this provision.

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.

12.04 (a) Full-Time Position with the Union

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 one (1) employee in the bargaining unit may be on such leave at the same time. Such leave shall be for a period of one (1) calendar year from the date of appointment unless extended for a further specific period by agreement of the parties.

Seniority shall accumulate for employees during such leave on the basis of what her 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 her intention to return to work at least four (4) weeks prior to the date of such return. The employee shall be returned to her 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.

(b) 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 or 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 her 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 her intention to return to work at least four (4) weeks prior to the date of such return. The employee shall be returned to her 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.

## 12.05 Bereavement Leave

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

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

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

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

## 12.06 Jury & Witness Duty

### (a) Full-Time

If an employee is required to 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:

- (i) notifies the Hospital immediately on the employee's notification that she will be required to attend at court;
- (ii) presents proof of service requiring the employee's attendance;
- (iii) 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 her 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 she is scheduled to work that day, the Hospital will attempt to reschedule the shift to include the time spent at such hearing. It is understood that any rescheduling shall not result in the payment of any premium pay.

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

b) Part- Time

If an employee is required to 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:

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

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 her regularly scheduled day off, she shall be paid for all hours actually spent at such hearings at her regular straight time hourly rate subject to (a), (b) and (c) above.

12.07 Pregnancy Leave

(a) Full- Time

- (i) 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.
- (ii) The employee shall give written notification at least two (2) weeks in advance of the date of commencement of such leave and the expected date of return. At such time she shall also furnish the Hospital with the certificate of a legally qualified medical practitioner stating the expected birth date.
- (iii) The employee shall reconfirm her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Hospital at least two (2) weeks in advance thereof.

- (iv) Effective on confirmation by the Canada Employment Insurance Commission of the appropriateness of the Hospital's Supplementary Unemployment Benefit (SUB) Plan, an employee who is on pregnancy leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance pregnancy benefits pursuant to Section 22 of the *Employment Insurance Act* shall be paid a supplemental unemployment benefit for a period not exceeding fifteen (15) weeks. The supplement shall be equivalent to the difference between ninety-three percent (93%) of her normal weekly earnings and the sum of her weekly unemployment insurance benefits and any other earnings. Receipt by the Hospital of the employee's unemployment insurance cheque stubs shall constitute proof that she is in receipt of Employment Insurance pregnancy benefits.

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

In addition to the foregoing, the Hospital will pay the employee ninety-three percent (93%) of her normal weekly earnings during the 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.

- (v) Credits for service and seniority shall accumulate for a period of up to seventeen (17) weeks while an employee is on pregnancy leave.
- (vi) 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.
- (vii) Subject to any changes to the employee's status which would have occurred had she not been on pregnancy leave, the employee shall be reinstated to her former duties, on the same shift in the same department, and at the same rate of pay.

(b) Part- Time

- (i) 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.
- (ii) The employee shall give written notification at least two (2) weeks in advance of the date of commencement of such leave and the expected date of return. At such time she shall also furnish the Hospital with the certificate of a legally qualified medical practitioner stating the expected birth date.

- (iii) The employee shall reconfirm her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Hospital at least two (2) weeks in advance thereof.
  
- (iv) Effective on confirmation by the Canada Employment Insurance Commission of the appropriateness of the Hospital's Supplementary Unemployment Benefit (SUB) Plan, an employee who is on pregnancy leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance pregnancy benefits pursuant to Section 23 of the *Employment Insurance Act*, shall be paid a supplemental unemployment benefit for a period not exceeding fifteen (15) weeks. The supplement shall be equivalent to the difference between ninety-three percent (93%) of her normal weekly earnings and the sum of her weekly unemployment insurance benefits and any other earnings. Receipt by the Hospital of the employee's unemployment insurance cheque stubs shall constitute proof that she is in receipt of Employment Insurance pregnancy benefits.

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

In addition to the foregoing, the Hospital will pay the employee ninety-three percent (93%) of her normal weekly earnings during the 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.

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

## 12.08 Parental Leave

### a) Full-Time

- (i) 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.
- (ii) 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.
- (iii) 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 her own.
- (iv) 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 who is an adoptive parent may extend the parental leave for such greater time as may be required by the adoption agency concerned to a maximum total of six (6) months.

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

- (v) 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 her weekly Employment Insurance benefits and any other earnings. Receipt by the Hospital of the employee's employment insurance cheque stub will serve as proof that the employee is in receipt of unemployment parental benefits.

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 her last day worked prior to the commencement of the leave times the employee's normal weekly hours, plus any wage increase or salary increment that the employee would be entitled to if she were not on parental leave.

In addition to the foregoing, the Hospital shall pay the employee ninety-three percent (93%) of her 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.

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

b) Part-Time

- (i) 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.
- (ii) 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.
- (iii) 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 her own.
- (iv) 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 who is an adoptive parent may extend the parental leave for such greater time as may be required by the adoption agency concerned to a maximum total of six (6) months.

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

- (v) 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 her weekly employment insurance benefits and any other earnings. Receipt by the Hospital of the employee's employment insurance cheque stub will serve as proof that the employee is in receipt of unemployment parental benefits.

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 her last day worked prior to the commencement of the leave times the employee's normal weekly hours, plus any wage increase or salary increment that the employee would be entitled to if she were not on parental leave.

In addition to the foregoing the Hospital shall pay the employee ninety-three percent (93%) of her 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.

- (vi) 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.

- (vii) The Hospital will continue to pay the percentage in lieu of benefits and its share of the pension contribution for a period of up to ten (10) weeks while the employee is on parental leave. The Hospital will register these benefits with the Unemployment Benefit Plan.
- (viii) Subject to any changes to the employee's status which would have occurred had she not been on parental leave, the employee shall be reinstated to her former duties, on the same shift in the same department, and at the same rate of pay.

#### 12.09 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 her employment qualifications. Where employees are required by the Hospital to take courses to upgrade or acquire new employment qualifications, the Hospital shall pay the full costs associated with the courses.

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

Subject to operational requirements, the Hospital will make every reasonable effort to grant requests for an employee to take an educational leave without pay and without loss of seniority of up to twelve (12) months for training related to the employee's employment at the Hospital. (Refer to Letter of Understanding #5)

#### 12.10 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 her former position unless the position has been discontinued, in which case the employee shall be given a comparable job.
- (m) Final approval for entry into the pre-paid leave program will be subject to the employee entering into a formal agreement with the Hospital in order to authorize the Hospital to make the appropriate deductions from the employee's pay. Such agreement will include:
  - (i) a statement that the employee is entering the pre-paid leave program in accordance with this Article of the collective agreement;
  - (ii) The period of the salary deferral and the period for which the leave is requested;

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

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

#### 12.11 Medical Care and Emergency Leave

An employee is entitled to 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 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 the Hospital that she will be doing so. If the employee must begin the leave before advising the Hospital, the employee shall advise the Hospital of the leave as soon as possible after beginning it.

An employee is entitled to take a total of 10 day's leave under this Article each year. If an employee takes any part of a day as leave under this Article, 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 Article to provide evidence reasonable in the circumstances that the employee is entitled to 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.

#### 12.12 Compassionate Care Leave

The following clause is applicable to full-time and part-time employee. The employee and the Hospital will continue to pay their respective shares of the benefits and pension premiums.

- (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 of support to a family member who is at risk of dying within the 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 she not been on compassionate care leave, the employee shall be reinstated to her former duties, on the same shift in the same department, and at the same rate of pay.
- (d) The employee and the Hospital will continue to pay their respective shares of the benefits and pension premium.

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

### **13.01 HOODIP Long Term Disability**

(This article applies only to Full-Time employees)

- (a) 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) 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.
- (c) 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.
- (d) Any dispute that 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 procedure and arbitration under the provisions of this collective agreement, provided the employee has exhausted the Medical Appeals Process provided under the plan, if any.
- (e) 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.
- (f) The Hospital shall pay the full cost of any medical certificate required of an employee.

- (g) The short-term sick leave plan shall be registered with the Employment Insurance Commission (EIC). The employee's share of the Hospital's unemployment insurance premium reduction will be retained by the Hospital towards offsetting the cost of the benefit improvements contained in this agreement.

#### 13.02 **Payment Pending Determination of WSIB Claims**

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

- 13.03 The Hospital will notify the Local Union of the names of any employees represented by the Union who are off work as a result of a work-related injury, and will provide a copy of the Incident Report to the Union at the same time that a Form 7 is sent to W.S.I.B.

#### 13.04 **Employee to be Notified (WCB - Form 7)**

The Hospital shall provide a copy of the Workers' Compensation Board's Form 7 to the employee on any claim filed with the Workers' Compensation Board by the Hospital, or on behalf of the employee within to two (2) days of the injury occurring and prior to filing it with Worker's Compensation Board.

#### 13.05 **Injury Pay**

If an employee is injured on the job and the supervisor excuses him from further duty for the balance of the 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.

#### 13.06 **Return to Work from WCB**

- (a) It is agreed that employees on compensable injury will return to active employment as soon as possible. Such employees must be able to achieve and maintain the normal level of productivity of the pre-injury job or any other suitable vacant position for which such employees have the necessary skills to perform, medically able to perform and which does not pose a health and safety hazard to the employee or any co-worker.
- (b) Where an employee has been on WCB for a period of time and is then deemed capable or returning to the pre-injury job or other suitable vacant position on a graduated basis, a Union representative will participate with the Hospital, WCB and the employee in developing the return to work program.

- (c) In situations where an employee is considered for placement into a suitable vacant position, a Union representative will participate with the Hospital, WCB and the employee in determining such placement.
- (d) The Hospital, WCB and the Union representative will periodically review the progress and status of employees referenced under (b) & (c) above.

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

### **14.01 Normal Hours of Work**

A regularly scheduled shift for employees shall comprise of seven and one-half (7.5) consecutive hours exclusive of meal times. Biweekly hours shall average seventy-five (75) hours. It is understood that regular hours shall include those required to accommodate the change from daylight saving to standard time and vice versa for which the provisions of Article 15 shall not apply.

If an employee is unable to report for work she shall, whenever possible, notify the Supervisor with at least four (4) hours in advance of an eight (8) hour shift, and six (6) hours in advance of a twelve (12) hour shift, to permit the Supervisor to make provision for relief.

### **14.02 Rest Periods**

Employees shall receive one (15) minutes paid rest period for each scheduled half shift.

It is understood that Employees are on call during their paid rest period and must respond to a call. In the event that this occurs, that break will be rescheduled as soon as possible thereafter.

### **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 Lunch Period**

Employees shall receive thirty (30) minutes for an un-paid lunch period.

During meal times employees may only leave the premises provided they check out and in with their immediate supervisor and that at least two employees remain on premises. Where an employee is not permitted to leave during their shift, the Hospital will provide the employee with a meal and a paid meal break.

#### 14.05 **Extended Tours**

Existing extended twelve hour tour shift schedules shall remain in effect for the term of the agreement. Changes to the twelve hour tour shift schedule shall only occur, provided that thirty (30) calendar days written notice has been provided to the other party to alter the schedule as a result of:

- (a) Short term emergency
- (b) Shift coverage
- (c) Technological change

Further, the parties agree to meet and discuss any proposed elimination or agreed to changes of 12-shifts prior to implementation.

#### 14.06 **Hours of Work**

A regular extended shift shall comprise 11.50 consecutive hours in any 24 hour period, (exclusive of meal times) and average seventy-five (75) hours during bi-weekly pay periods. Each employee shall be allowed paid break periods totaling 60 minutes, without increasing the regular working hours. During meal times employees may only leave the premises provided they check out and in with their immediate supervisor and that at least two employees remain on premises. Where an employee is not permitted to leave during their shift, the Hospital will provide the employee with a meal and a paid meal break.

#### 14.07 **Overtime**

For extended shift purposes, overtime premium of time and one half (1 1/2), the regular straight time hourly rate will be paid for all authorized work performed in excess of 11.50 consecutive hours in any 24 hour period or 75 hours in a bi-weekly pay period.

When an employee is required to and does work for at least one (1) or more hours of overtime in a day one (1) free meal will be supplied in addition to the overtime in a day.

#### 14.08 **Holidays**

An employee will receive ten (10) paid lieu days of seven and one half (7 1/2) hours and two (2) Floating holidays of seven and one half (7 1/2) hours.

#### 14.09 **Vacations**

Scheduling of vacations will be based upon vacation hours which will be determined by taking the normal vacation entitlement (Article 17) times seven and one half (7 %) hours per day e.g., three (3) week entitlement totals (15 working days x 7 1/2) 112.5 hours.

#### 14.10 **Sick Leave Provisions**

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 one-half (562.5) hours (HOODIP). All other provisions of the plan shall apply mutates mutandis (with the necessary changes having been made or with the respective differences having been considered).

#### 14.11 **Job Posting**

For a vacancy under Article 9.05, it will indicate that the particular job has extended hours (11.50 hour scheduled shifts). Successful applicants will be required to work such schedules.

Should the arrival of the incoming employee be delayed by reasons beyond the control of the employees, the outgoing employees agree to remain on the job beyond the regular quitting time until they are relieved. Also, the outgoing employees may leave the worksite before the termination of the shift only if the incoming relief is at her post at that time.

#### 14.12 **Scheduling**

- (1) Where it is practicable to do so, employees will be given two (2) consecutive days off each week.
- (2) **Change of posted schedule:**  
  
Where less than twenty-four (24) hours' notice is given personally to the employee, time and one-half (1 ½) of the employee's regular straight time hourly rate will be paid for all hours worked on the first shift of the employee's new schedule.
- (3) There will be no split shifts.
- (4) For Regular Part-time employees, regular shift schedules will be posted on the bulletin boards four (4) weeks in advance of becoming applicable, and will not be changed unless emergency or unusual circumstances arise. Changes to the post work schedule shall be brought to the attention of the employee.
- (5) Advance request for special days off, when possible, shall be submitted in writing to the Supervisor at least two (2) weeks in advance of the posting date except in cases where it is not practicable to do so. Approval will be subject to the operational requirements of the department.
- (6) For Employees working 8 hour shifts only: When an employee is required to change shifts, fifteen and one-half (15 ½) hours shall be allowed between shifts. If, however, an employee is required to report on a second shift less than fifteen and one-half (15 ½) hours after finishing the first shift, the employee shall be paid overtime rates for the period worked before the fifteen and one-half (15 ½) hours' time allowed between shift changes has expired.
- (7) Employees will be allowed two (2) consecutive days off on changing from a night shift schedule to another shift schedule.
- (8) If an employee requests that he be scheduled off during the weekend before or

weekend after the commencement of his vacation, scheduling objectives shall be waived in order that this may be accomplished.

- (9) The Hospital agrees to meet with the Union and any affected employee(s) prior to the implementation of any changes to their schedules.
- (10) Where an employee is called in to work on a regular shift less than two (2) hours prior to the commencement of the shift, and the employee is only able to arrive after the start of the shift, the Hospital will, where practical, extend the employee's shift to equal a full shift.
- (11) Mutual Shift Exchange

Requests for mutual shift exchange must be submitted in writing and co-signed by the employees desiring to exchange shifts to their department supervisor.

It is understood and agreed that any such changes initiated by employees, if approved by the department supervisor, shall not result in any overtime compensation, premium payments or any other claim under the terms of the Agreement.

It is further understood and agreed that if an employee's request for exchange of shifts results in a conflict with the provisions of the Collective Agreement and said request is granted, it shall not be considered a violation of the terms of the Collective Agreement.

Mutual shift exchange requests shall not be unreasonably denied.

- (12) Employees shall be awarded their shift by seniority preference. Once assigned, shift schedules shall not be changed unless authorized by the written consent of the affected employee.
- (13) Employees will be called in order of rotational seniority for any extra shift of overtime, on a voluntary basis.

## **ARTICLE 15- PREMIUM PAYMENT**

### **15.01 Assignment of Overtime**

Overtime shall be distributed as equally as possible amongst those all employees who normally perform the work; firstly within the work location concerned, and then within the Department, provided the employee is able to meet the normal requirements of the job. Overtime shall be offered by seniority on a rotating and sequential basis, regardless of hours worked within a specified pay period. An employee who fails to work the required overtime after being requested or agreeing to do so shall have no claim to equitable distribution of overtime.

The Hospital will not schedule regular overtime on a consistent basis where there are employees on lay-off qualified to do the work who can be recalled immediately.

Employees who are absent on approved time during their scheduled work week because of sickness, bereavement leave, statutory and civic holiday, referred to in Article 16 or vacation allotment shall, for the purposes of computing overtime pay, be considered as if they had worked their regular hours during such absence.

15.02 **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 her straight time hourly rate for all additional contiguous overtime hours worked.

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

15.03 **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.

15.04 **Call-Back**

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

15.05 **Standby**

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

Standby pay shall, however, cease where an employee is called into work under Article 15.04 above and works during the period of standby.

15.06 **Shift and Weekend Premium**

Where the call in period is continuous with the regular scheduled shift the minimum guarantee shall not apply.

Employees shall be paid a shift premium of one dollar and twenty cents (\$1.20) per hour will be paid as weekend premium for all hours worked between 2400 hours Friday and 2400 hours Sunday, or such other 48 hour period as may be agreed upon by the local parties.

15.07 **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.

15.08 **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, she shall be paid the rate in the higher salary range immediately above her current rate for all hours worked in the higher paying position.

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

15.09 **Definition of Shifts**

Afternoon and night shifts shall be defined as those full shifts starting between 1100 hours and 2400 hours.

**ARTICLE 16 - HOLIDAYS**

16.01 For the purpose of this Agreement, the following shall be recognized as paid holidays for full-time employees:

New Year's Day- January	Thanksgiving Day
Good Friday	Christmas Day- December 25 <sup>th</sup>
Victoria Day	Boxing Day — December 26 <sup>th</sup>
Canada Day - July 1 <sup>st</sup>	Family day— 2 <sup>nd</sup> Monday in
Civic	February Floating Holiday
Holiday	Floating Holiday

Note:

- (a) The selection of non-premium floating holidays will be by mutual agreement during the calendar year.

- (b) In the event that the Provincial Government amends the Employment Standards Act or any other Provincial legislation, to add a day as a paid designated holiday which is not already provided for as a holiday in this section, that day shall replace one of the above Floating Holidays.
- 16.02 Holiday pay is defined as the amount of regular straight time hourly pay exclusive of shift premium, which an employee would have received had she worked a normal shift on the holiday in question.
- 16.03 An employee who is required to work on any of the above-named holidays will, at the option of the employee, receive either:
  - (a) pay for all hours worked on such a day at the rate of one and one-half (1 1/2) times her regular straight time rate of pay in addition to her regular straight time rate of pay, or
  - (b) pay at the rate of time and one-half (1 1/2) the employee's regular straight time rate of pay for work performed on such holiday and a lieu day off at regular straight time rate of pay. Such lieu day off to be selected by the employee and the Supervisor by mutual agreement. Failing such mutual agreement, the employee shall receive payment for that day.
- 16.04 An employee who is scheduled to work on a paid holiday, and who fails to do so, shall lose her entitlement to holiday pay unless the employee provides a reason for such absence which is satisfactory to the Hospital.
- 16.05 If a paid holiday falls during an employee's vacation or on her regular day off, another day off may be selected by the employee and the Supervisor by mutual agreement, providing the employee qualifies for the holiday pay. Failing such mutual agreement, the employee shall receive payment for that day.
- 16.06 All full-time employees in the bargaining unit shall be entitled to twelve (12) paid holidays.
- 16.07 An employee will be paid for the above holidays at her regular rate of pay, provided she works the regularly scheduled shift immediately preceding the holiday and the regularly scheduled shift immediately succeeding the holiday, unless her absence on either of the said shifts only was due to personal illness.
- 16.08 Where an employee is required to work authorized overtime in excess of her regularly scheduled shift on a paid holiday, such employee shall receive twice her regular straight time hourly rate for such authorized overtime hours worked on the paid holiday.
- 16.09 Part-time and casual employees are only entitled to holiday pay when they work. In such cases, the part-time or casual employees will be paid at the rate of time and one-half (1 1/2) her regular hourly rate of pay for all hours worked on the holiday.
- 16.10 Except in the case of emergency the hospital will provide each employee with four consecutive days off, and more if possible, at either Christmas or New Years, except in areas, which normally are not scheduled to work on weekends. To accommodate this the parties agree to waive scheduling provisions from Dec. 15<sup>th</sup> to Jan. 15<sup>th</sup> of each year. The

present practice of determining the granting of time off at either Christmas or New Years will continue in each department, and in the event of conflict, seniority will decide.

- 16.11 If any of the above mentioned Holidays occurs on an employee's day off, the employee will receive an additional day's pay in lieu of the Holiday, or the employee shall have the option to take another day in lieu of payment, at a mutually convenient time, within thirty (30) days after the holiday.
- 16.12 Where a Paid Holiday, for which an employee is otherwise entitled to be paid, occurs during an employee's vacation, the employee will be given an extra day off with pay or, if the employee wishes, a day's pay will be paid in lieu of the Holiday. Where the employee wishes to have the day off rather than pay, the time such day off is taken will be mutually arranged between the employee and the appropriate Department Head.

**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.

Practice vacation granted January 1<sup>st</sup> of the year.

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

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

***Any provision related to part-time qualifiers and calculation of payment that existed in the Hospital's expiring collective agreement will be continued in Article 17.01(b).***

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

An employee who has completed the following number of continuous hours of	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 her 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 her 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 she has so worked.

17.03 **Illness During Vacation**

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

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

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

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

**17.04 Bereavement During Vacation**

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

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

17.05 The Hospital shall allow seventy-five (75) hours to carry over into the next calendar year, if submitted in writing to the employee's Supervisor. Any vacation approved for carry over into the next calendar year, must be scheduled and commence prior to March 31<sup>st</sup> of that calendar year.

17.06 It is understood and agreed that the Hospital will give every consideration to an employee's preference as to the timing of her vacation but of necessity the Hospital reserves the right to the final decision as to the scheduling of vacations.

17.07 Requests for vacation shall be submitted in writing to the Employer by November 15, for the upcoming vacation year. Any scheduling concerns will be resolved following consultation with the employees with conflicts resolved by seniority on or before December 15. Subject to any necessary changes based on seniority and the staffing requirements of the Employer, the results will be posted by January 1 for the vacation year. All other subsequent requests outside of the vacation booking program will be granted as per the staffing requirements of the Employer on a first come, first serve basis, with 48 hours notice.

17.08 In the selection of available vacation dates, preference will be granted to those employees with the greatest amount of seniority.

17.09 Part-time and casual employees will be paid the relative percentage of vacation pay, calculated as a percentage of the employee's gross earnings, on each pay cheque.

**ARTICLE 18- HEALTH & WELFARE**

**18.01 Insured Benefits**

(This article applies to Full-Time employees only)

The Hospital agrees, during the term of the Collective Agreement, to contribute towards the premium coverage of participating eligible employees in the active employ of the Hospital under the insurance plans set out below subject to their respective terms and conditions including any enrolment requirements (the benefits of such a plan for dependent children shall continue to the age of 21, or 25 with proof of full-time enrollment in college or university):

(a) The Hospital agrees to pay 100% of the billed premium towards coverage of eligible employees in the active employ of the Hospital under the Blue Cross Semi-Private Plan in effect as of September 28, 1993 or comparable coverage with another carrier.

(b) The Hospital agrees to contribute 75% of the billed premium towards coverage of

eligible employees in the active employ of the Hospital under the existing Blue Cross Extended Health Care Benefits Plan in effect as of September 28, 1993 (as amended below) or comparable coverage with another carrier providing for \$22.50 (single) and \$35.00 (family) deductible, providing the balance of monthly premiums is paid by the employee through payroll deductions.

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

Subject to superior conditions, services of a chiropractor will be covered up to an annual maximum of \$350; and, subject to superior conditions, services of a licensed or registered physiotherapist will be covered up to an annual maximum of \$350.

Effective April 1, 2014, the annual maximum for the services of a chiropractor will be increased to \$375.

Effective April 1, 2014, the annual maximum for the services of a licensed or registered physiotherapist will be increased to \$375.

Effective April 1, 2014, the annual maximum for the services of a registered massage therapist will be covered up to an annual maximum of \$350.

Vision care maximum \$200.00 every 24 months in addition to eye examinations biennially, and hearing aide acquisition every 36 months. Effective September 29, 2010 the vision care maximum will be increased to \$250 every 24 months. Effective September 29, 2011 the vision care maximum will be increased to \$300.00 every 24 months. Vision care coverage can be used for laser eye surgery.

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

Dental recall, including preventative services, every nine (9) months.

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

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

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.

A copy of all current master policies of the benefits referred to in this Article shall be provided to the Union.

The Board notes that, in the unique circumstances addressed in this case, the award does not prejudice the parties with respect to any positions they have taken in this proceeding and is of no precedent value.

#### 18.02 Benefits Age 65 and Older

Semi-private hospital insurance, extended health care benefits and dental benefits under Article 18.01 will be extended to active full-time employees from the age of sixty-five (65), and up to the employee's seventieth (70<sup>th</sup>) birthday, on the same cost share basis as applies to those employees under the age of sixty-five (65). The short-term sick leave plan provided in Article 13.01 shall be applicable to active full-time employees from the age of sixty-five (65), and up to the employee's seventieth (70<sup>th</sup>) birthday.

#### 18.03 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 that no benefit conferred thereby is 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.

#### 18.04 Benefits for Part-Time Employees

A part-time employee shall receive in lieu of all fringe benefits (being those benefits to an employee, paid in whole or part by the 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 regular straight time hourly rate for all straight time hours paid.

#### 18.05 **Pension**

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.

#### 18.06 **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 The JHSC representative(s) from CUPE Local 5001 will be certified under the Occupational Health and Safety Act.

#### 19.02 **Goals**

To ensure a workplace free of hazards by seeking out and eliminating causes or potential causes of injuries and illness.

#### 19.03 **Objectives**

- (1) To demonstrate the importance of health and safety in the workplace.
- (2) To ensure all health and safety concerns and suggestions of the employees are discussed, recorded and that recommendations are made.
- (3) To ensure that recommendations from the committee are presented clearly to the Hospital, who must, in turn respond clearly to the recommendations.
- (4) To ensure that the responsibilities for health and safety are being accepted at various levels within the Hospital.
- (5) To ensure that health and safety programs are prepared and operating effectively.
- (6) To ensure a mechanism for effective two-way communication on health and safety matters with management and employees.

#### 19.04 **Structure**

- (1) The committee will consist of the following representatives: ONA — (2) two, CUPE — (2) two, OPSEU — (1) one, Brewers union — (1) one, non-union workers — (2) two, and (8) eight management representatives for a total of (16) sixteen members. Appendix I

- (2) Management representatives shall be designated by the COO or Operations Director of the Toronto Western Hospital, in consultation with the Management Co-Chair of the Toronto Western Joint Health and Safety Committee.
- (3) The Joint Health & Safety Committee shall consist of representatives from all unions representing the unionized workers, representatives from non-unionized workers and their alternatives from management.
- (4) The representatives of unionized workers and their alternates shall be approved by the union locals concerned.
- (5) The representatives of non-unionized workers shall be elected by the non-unionized workers.
- (6) There shall be two Co-chairpersons: one (1) Management Co-Chair, from the Hospital, designated by the COO or Operations Director of the Toronto Western Hospital, and one Worker Co-Chair from the employees elected by their peers of the Joint Health & Safety Committee.
- (7) Co-Chairs shall alternate the chair at meetings, if and when possible.
- (8) The term of office shall be for two years, but Worker Co-chair and Management Co-chair may be re-appointed or re-elected on alternate years at the last meeting of the calendar year.
- (9) Elections of members to the Joint Health & Safety Committee will be at the last meeting of the calendar year. All appointments will become effective January 1<sup>st</sup>. All members who resign from the Joint Health & Safety Committee will be replaced as soon as possible.
- (10) Standing members unable to attend a meeting, should send an alternate, after informing a Co-chair.
- (11) The Joint Health & Safety Committee will appoint education, quality assurance and workplace inspections and ad hoc or special sub-committees as the committee deems necessary. Appendix II
- (12) The manager or an appointee from the University Health Network, Occupational Health and Safety department and the Infection Control Practitioners will act as resource members to the Joint Health & Safety Committee. They may participate as called upon at meetings of the committee and receive minutes and agencies.
- (13) Inspections: (OHS — Sec. 9 (23) Subject to subsection (24), the members of a committee who represent workers shall designate a member representing workers to inspect the physical condition of the workplace.  
  
(24) Idem — If possible, the member designated under subsection (23) shall be certified member.

- (14) Designation of member to be certified — if no member representing workers is a certified member, the workers or the trade unions who selected the members representing workers shall select from among them one or more who are to become certified.

#### 19.05 Responsibilities

- (1) To identify potential hazards, to evaluate these potential hazards, to recommend corrective action and to follow up implemented recommendations.
- (2) To obtain information from the Hospital with respect to the identification of potential or existing hazards of materials, process or equipment.
- (3) To recommend to the Hospital and the workers the establishment, maintenance and monitoring of programs, measures and procedures respecting the health or safety of workers.
- (4) To ensure that education and training programs are sufficient; that all employees are thoroughly knowledgeable of their rights, restrictions, responsibilities, and duties.
- (5) To investigate thoroughly all complaints, collect all the facts and exchange these facts when searching for a resolution to problems.
- (6) To address matters relating to WHMIS and to designated substance regulations.
- (7) To deal with any health and safety matters that the Joint Health & Safety Committee deem appropriate.
- (8) To form Ad hoc/special Sub-committees for a specific purpose which will be when that purpose has been fulfilled. Appendix III
- (9) To carry out regular inspections of the workplace.

#### 19.06 Agenda

- (1) The Joint Committee shall meet the last Wednesday of the month at 1300 hours. There shall be at least nine (9) meetings per year.
- (2) The co-chairpersons will mutually prepare an agenda and forward a copy of the agenda to all JSHC members at least one week in advance of the meeting.
- (3) Prior to the distribution of the agenda, Committee members may submit to the Co-chairs any items pertaining to health and safety. Committee members may at the meetings, present for discussion any emergency items, pertaining to health and safety that have not been included in the agenda. Items for discussion exclude items, which may amend, alter, subtract from or add to any terms of the Collective Agreement.
- (4) All items raised from the agenda in meetings will be dealt with on the basis of consensus rather than by voting. Formal motions will not be used.

- (5) All items that are resolved will be reported in the minutes. Unresolved items will be placed on the agenda for the next meeting.
- (6) Agenda items will be identified by a reference number and be readily available in a proper filing system.

#### 19.07 Quorum

- (1) The Joint Committee shall have a quorum of one-half of its membership plus one present, in order to conduct business.
- (2) The number of Management members shall not be greater than the number of Worker members.
- (3) One Co-chairperson must be present in order to conduct business.
- (4) If, for any other reason than lack of a quorum a meeting is cancelled, it will be with the approval of both Co-chairpersons.

#### 19.08 Minutes of Meeting

- (1) The Management Co-chair Hospital shall provide the secretarial assistance for the meeting to take minutes and be responsible for having the minutes typed, circulated, and filed within one calendar week of the meeting, or as the Committee may from time to time instruct.
- (2) Minutes of meetings will be reviewed, edited where necessary by the Co-chairpersons, and circulated to all Committee members. Copies will be forwarded to the COO and Operations Director of the Toronto Western Hospital or designate, and to the Director of Occupational Health and Safety. A copy of the minutes will be posted on the Occupational Health and Safety Board.
- (3) Names of Committee members will not be used in minutes for attendance and actions to be taken by Committee.
- (4) Minutes will be tabled at the following meeting and will be accepted by consensus.

#### 19.09 Attendance at Meetings

- (1) All time spent in attendance at Joint Health & Safety Committee meetings and Sub-committees or in activities relating to the function of the Joint Health & Safety Committee will be paid for at the members' regular or premium rate of pay for performing work, and the time spent is to be considered as time at work.
- (2) A record of attendance will be kept.
- (3) To maintain an active membership in the committee, members or their delegates will attend a minimum of six (6) meetings per year. Failure to meet these requirements will be forwarded to the Co-chairs for action.

#### 19.10 General

- (1) One co-chairperson may, with the consent and approval of her counterpart, invite any additional person(s) to attend the meetings to provide additional information and comment, but they shall not participate in the regular business of the meeting.
- (2) A Ministry of Labour inspector may attend and have voice only in Joint Health & Safety meetings. Copies of minutes of previous meetings and/or written correspondence will be supplied to the Inspector upon request.
- (3) All employees will be advised to first discuss any safety problems with their immediate supervisor before bringing it to the attention of the Joint Health & Safety Committee. The "Reporting of Hazardous Situations" form. Appendix IV.
- (4) Any amendments, deletions, or additions to the Terms of Reference must be made with consensus of the Joint Health & Safety Committee and shall be set out in writing and attached as an appendix.

#### 19.11 Influenza Vaccine

The parties agree that influenza vaccinations may be beneficial for clients 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, employees shall be required to be vaccinated for influenza, subject to the following:

- (a) 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 the vaccinations during an employee's working hours. In addition, employees will be provided with information, including risks and side effects, regarding the vaccine.
- (b) The Hospital recognizes that employees have the right to refuse any required vaccination.
- (c) If an employee refuses to take the vaccine required under the provision, she may be placed on an unpaid leave of absence during any influenza outbreak at University Health Network or affiliated Hospitals until such time as the employee is cleared to return to work. If an employee is placed on unpaid leave, she can use banked lieu time or vacation credits in order to keep her pay whole.
- (d) If an employee refuses to take the vaccine because it is medically contraindicated, and where a medical certificate is provided to the effect, she will be reassigned during the outbreak period, unless reassignment is not possible, in which case the employee will be paid. It is further understood and agreed that any such reassignment will not adversely affect the scheduled hours of other employees.
- (e) If an employee gets sick as a result of the vaccination, and applies for WSIB, the Hospital will not oppose the claim.
- (f) Notwithstanding the above, the Hospital may offer the vaccine on a voluntary basis to employees free of charge.
- (g) The Article shall be interpreted in a manner consistent with *Ontario's Human Rights Code*.

## 19.12 Violence

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

To that end, the local parties will determine appropriate solutions to promote health and safety in workplaces, including, but not limited to:

- Violence in the Workplace (include Verbal Abuse)
- In particular, the local parties will consider appropriate measures to address violence in the workplace, which may include, among other 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

“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 the 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.

## **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 WS1B an employee is unable to carry out the regular functions of her position, the Hospital may, subject to its operational requirements, establish a special classification and salary in an endeavour to provide the employee with an opportunity of continued employment. This provision shall not be construed as a guarantee that such special classification(s) will be made available or continued.

(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 job descriptions/duty lists of current classifications are amended a copy shall be sent electronically via email. When a new classification which is covered by terms of the 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 Hospital will assume the cost of tuition and travel. There shall be no reduction in wage or salary rates during the training period of any such employee. Training shall be given during the hours of work whenever possible and may extend for up to six months.

#### 20.03 **Promotion to a Higher Classification**

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

#### 20.04 **Wages and Classification Premiums**

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

#### 20.05 **Retroactivity**

- (a) Any retroactivity owing will be paid within three (3) pay periods of the date of ratification.
- (b) Retroactive pay will be paid on a separate cheque if the existing payroll systems allow. If the payroll system does not allow for such separate cheques, the Hospital(s) will supply the employee with a detailed explanation of the retroactive pay calculations. Retroactivity will be paid in respect of all termination and premiums – shift premium, weekend premium, overtime etc. – to all eligible employees on the payroll as of September 29, 2017 and to all new employees hired since that date.

In the event that an eligible employee has ceased employment or had his or her employment terminated since September 29, 2017 the Hospital shall advise the employees in writing by registered letter to the last known address on file and the employee shall have sixty days from the date of the posting to claim any payment due to him or her.

#### 20.06 **Wage Increases**

September 29, 2017	1.4%
September 29, 2018	1.4%
September 29, 2019	1.6%
September 29, 2020	1.65%

## **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, 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 shall be deemed to be work time for which the employee shall be paid by the Hospital at his or her regular or premium rate as may be applicable.

## **ARTICLE 22 – GENERAL PROVISIONS**

- 22.01 Every employee shall be individually responsible for notifying the Hospital within seven (7) working days of change of address, marital status, name, income tax status, insurance beneficiary, next-of-kin, and any other reasonable information, including the employee's telephone numbers, pertaining to personnel records.
- 22.02 The Hospital will pay fifty percent (50%) of the cost of printing copies of this Agreement. The Hospital shall provide printed copies of the Collective Agreement and Benefits booklets within ninety (90) days of ratification.
- 22.03 Any complaints or grievances raised by employees/Union against decisions made by a third party in connection with the Ontario Health Insurance Plan, Extended Health Care, Group Life Insurance, Pension Plan and Dental Plan is grievable.
- 22.04 **Pay Day- Direct Deposit**
  - (01) The Hospital agrees that net pay shall be deposited every second Thursday except when interfered with the occurrence of a Statutory Holiday. In these cases, the Hospital will advance the payday by one day. On each payday, each employee shall receive an itemized electronic statement of her wages and deductions.
  - (02) The Hospital agrees to make electronic pay stubs available on the day prior to pay day to employees scheduled to work the afternoon shift on the day prior to pay day or when the pay day falls on the employees' day off.

- (03) The Hospital also agrees to provide employees on night shift on the normal payday their electronic pay statements on the morning of the payday.(04) Employees may upon giving three (3) weeks' notice (21 calendar days), except in the cases of emergency, receive a vacation advance prior to taking their vacation.
- (04) Where a payroll error has occurred in excess of five dollars (\$5.00) for which the Hospital is responsible and such error has been verified by the payroll department, an employee may obtain an advance not to exceed the amount of the error within seven (7) calendar days.

#### 22.05 **Parking**

When the Hospital requests union representative(s) to attend a meeting when not scheduled to work, as part of fulfilling obligations under terms of the collective agreement, the Hospital will pay Hospital parking cost, arising from the employees need to use their own vehicle.

#### 22.06 **Union Social Fund**

The Hospital agrees that on the first December deduction date in each calendar year, a deduction of seven dollars and fifty cents (\$7.50) will be made from those employees for whom a dues deduction is being made, and for whom a wage payment is being prepared on that date. The amount deducted will be forwarded as one payment to the Treasurer of the union to be used for the Union Social Fund. It is agreed that the union shall indemnify and save the hospital harmless from any liability whatsoever respecting this deduction.

### **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, 2021. 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 the Agreement agree to negotiate for its renewal through the process of central bargaining, either party to the 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 the Agreement and negotiations on local matters shall take place during the period from 120 to 60 days prior to the termination date of the Agreement. Negotiations on central matters shall take place during the period commencing forty-five days prior to the termination date of the 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 the Agreement as being subjects for local bargaining directly between the parties to the 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 the Agreement to convey the intentions of their principals as to possible participation in central negotiations, if any, and the conditions for such central bargaining.

Dated at Toronto, Ontario, this 24<sup>th</sup> day of May 2019.

**FOR THE UNION:**  
\_\_\_\_\_  
Eduardo Domingues  
\_\_\_\_\_  
Jovita Molina  
\_\_\_\_\_  
Angelo Dedis  
\_\_\_\_\_  
Mike Merante  
\_\_\_\_\_  
Morteza Gorgzadeh  
\_\_\_\_\_  
Linda Hussain  
\_\_\_\_\_  
Peter Paulekat  
\_\_\_\_\_

**FOR THE HOSPITAL:**  
\_\_\_\_\_  
Robert Burwash  
\_\_\_\_\_  
Mandy Madill  
\_\_\_\_\_  
Joanne Bridle  
\_\_\_\_\_  
Kathy Bates  
\_\_\_\_\_  
Vesna Blasinovic  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## 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 Employer: \_\_\_\_\_

### 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 OF LOCAL ISSUES**

### **A. Management Rights**

The Union recognizes that the management of the Women's Own Withdrawal Management Centre (University Health Network) and direction of the work force are fixed exclusively with 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, evaluate, retire, discharge, direct, promote, demote, classify, transfer, lay-off, recall and suspend or otherwise discipline employees, provided that a claim by an employee who has acquired seniority standing that she has been discharged or disciplined without just cause may become the subject of a grievance and may be dealt with as hereinafter provided;
- (c) determine, in the interest of efficient operation and highest standard of service, the number of personnel required, the assignment of working hours, the services to be performed and the methods, procedures, facilities and equipment to be used in connection therewith;
- (d) make and enforce and alter from time to time reasonable rules and regulations to be observed by the employees, provided that such rules and regulations shall not be inconsistent with the provisions of this agreement.

### **B. Recognition**

The Hospital recognizes the Union as the exclusive bargaining agent of all employees at Women's Own Withdrawal Management Centre (University Health Network) at 892 Dundas Street which is the City of Toronto save and except supervisors, coordinators, administrative assistants, and those covered under a current Collective Agreement.

### **C. Job Posting (Note: See also Article 9.05)**

- (01) The terms hereof shall not preclude the Hospital from hiring outside employees where special skills are required or if there are no suitable applicants for any posted job, nor shall such terms preclude the Hospital from filling any job on a temporary basis while the posting procedures are being carried out. If no applications from employees of this bargaining unit are received, then, as per H.02, consideration will be given to other C.U.P.E. bargaining unit employees of the Hospital who apply before hiring outside applicants.
- (02) This is to confirm that candidates who apply to posted CUPE positions in accordance with Article 9.05 of the CUPE Collective Agreements (Local 5001), will be considered as follows:

First, consideration will be given to applicants belonging to the same CUPE bargaining unit as that of the posted position (Women's Own Withdrawal Management Centre). Such applicants will be considered in order of seniority.

Should no successful applicant be found from within the above CUPE bargaining unit, second consideration will be given to the other CUPE Local 5001 bargaining unit sites (Toronto General Hospital – FT/PT/Casual; Toronto Western Hospital – FT/PT/Casual; Clerical). These other CUPE applicants will be considered in order of seniority, regardless of the bargaining units to which they belong (Full-Time; Part-time/Casual; or Clerical).

Third consideration will be given to applicants belonging to other CUPE bargaining units within the University Health Network, prior to considering persons who are not members of CUPE bargaining units within the University Health Network.

The University Health Network's Staffing team provides hiring managers with lists of CUPE applicants in the order that the applicants should be considered, based on the terms described herein.

Note: For the purpose of calculating reciprocal seniority, the following formula will apply:

1725 part-time hours will equal 1 year of full-time seniority.

- (04) The Hospital shall forward to the Union at the same time it is being sent to the respective department where the vacancy exists, electronically, via email, a copy of the internal applicant list, within three (3) business days of the end of the posting procedure.

The position must be filled by the successful candidate, if any, within fifteen (15) calendar days following completion of the job posting procedure.

The successful applicant will commence their new position within thirty (30) calendar days of their appointment to the position.

(05) **Temporary Positions**

Temporary positions will be posted so that all bargaining unit employees may apply. If the position is filled by a permanent employee (either full or part-time) the Hospital may use part-time employees to fill the succeeding vacancy until the permanent employee returns to his position.

The above temporary positions are posted on CUPE Boards under the following conditions: (a) when part-timers are not available; (b) where specialized skills are needed; (c) a shortage of labour in skilled; and (d) licensed positions within the bargaining unit; or (e) where a temporary position is expected to exceed 6 months.

(06) **Successful Candidate List**

The Hospital will post a successful candidate (B.U.) list on the 2<sup>nd</sup> Thursday and 4<sup>th</sup> Thursday of each month, listing all successful candidates (B.U.) appointed within the 15 day period.

- (07) The Hospital agrees that there will be no barrier raised (i.e discipline and/or attendance management) when a bargaining unit member wishes to exercise seniority

in order to apply for a job posting which will result in a lateral transfer within their department.

(08) **Job Posting**

The Hospital agrees that all Job Postings will comply with the requirement of the Collective Agreement regarding normal requirements of the job, and will include the primary location and physical area of the worksite (eg. wing, floor etc.) on the job posting.

The Grade 12 education requirement will be waived for internal applicants.

- (09) In order to be considered for a vacancy, employees must submit an application within the posting period through the Hospital's "On-Line Application" website, or submit a written application which is date stamped by the Human Resources Department at the time of submission. UHN will acknowledge, via email, applicants that applied online for a position that their application has been received.

## **LETTER OF UNDERSTANDING NO.1**

### **Re: Violence in the Workplace**

L1.01 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.

L1.02 Workplace violence can be any act of assault or abuse that causes physical, sexual or emotionally/psychological harm to an employee or gives an employee reasonable cause to believe that her health or safety is at risk.

L1.03 The Hospital commits to give priority to the development of explicit policies and procedures to deal with such situations and shall submit such policies to the Joint Occupational Health and Safety Committee for review.

L1.04 The Hospital will inform the Union within three (3) working days of any employee who has been assaulted while performing her duties. Such information will be submitted in writing within five (5) working days from the date of the occurrence.

L1.05 **Measures and Procedures to Prevent Violence To Employees**

The Hospital agrees that, in all cases where employees or the Union identify a risk of violence to staff, the Hospital shall establish and maintain measures and procedures to reduce the likelihood of incidents to the lowest level possible. It is understood that the measures and procedures are in addition to and not a replacement for a training program about dealing with violence.

L1.06 **Function of the Joint Occupational Health & Safety Committee**

All incidents involving aggression or violence shall be brought to the attention of the Joint Occupational Health and Safety Committee (JOHSC). The Hospital agrees that the JOHSC shall concern itself with all matters relating to violence to staff, including but not limited to:

1. developing policies;
2. developing measures and procedures to prevent violence to staff;
3. receiving and reviewing reports of violent incidents; and
4. developing and implementing violence training programs.

L1.07 **Training**

The Hospital agrees to provide training and information on the prevention of violence to staff, to all employees who come in contact with potentially aggressive persons.

The Hospital agrees to provide adequate time and resources for this training. The Hospital shall pay each employee her wages as set out in the collective agreement while she undergoes such training or any subsequent training.

L1.08 Support and Counselling

The Hospital and the Union recognize that, where preventive measures have failed to prevent violent incidents, counseling and support must be available to help victims recover from such incidents.

L1.09 No Discrimination or Dismissal

The Hospital agrees that there shall be no discrimination exercised or practiced with respect to any employee who is the victim of a violent incident arising while in the performance of her assigned work.

L1.10 Disputes

Any violation of this Article shall be grievable. Grievances filed concerning this article shall be filed at Step 2.

Dated at Toronto, Ontario, this 24<sup>th</sup> day of May 2019.

**FOR THE UNION:**

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Eduardo Domingues

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Jovita Molina

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**LETTER OF UNDERSTANDING NO. 2**  
**Re: Modified Work & Return to Work**

**L2.01 Modified Work**

The Hospital and the Union are committed to a consistent, fair approach to meeting the needs of disabled workers, to assist them in restoring them to work which is meaningful for them and valuable to the Hospital and is suitable to their knowledge, skills and ability into a position the employee is medically and physically fit to perform, and to meeting the parties' responsibility under the law.

To that end, the Hospital and the Union, with the full participation of the employee, agree to cooperate in facilitating the return to work of disabled employees, whether the disability is temporary or permanent in nature.

**L2.02 Joint Accommodation Committee**

(a) A Joint Accommodation Committee (JAC) composed of equal numbers of Union and Hospital representatives will continue to function under the existing terms of reference. The JAC will meet on a monthly basis.

(b) The JAC will develop and recommend ongoing improvements to strategies to:  
Develop bona fide job opportunities as secondments. The parties will sign a Memorandum of Agreement, outlining the terms of employment, prior to the start of the secondment.

Integrate accommodated workers back into the workplace.

(c) The Hospital will provide an updated listing of information to the JAC before each monthly meeting, including:

– All employees with the bargaining unit currently on temporary modified work.

All employees within the bargaining unit who were accommodated into permanent positions in the previous month.

– All employees within the bargaining unit currently requiring whether temporary/permanent placement.

– All employees within the bargaining unit currently off work, pending return to work.

And quarterly:

– All employees within the bargaining unit absent from work in respect of WSIB benefits.

All employees within the bargaining unit absent from work in receipt of LTD.

All employees within the bargaining unit who have been absent from work for more than 23 months, excluding those identified above.

- (d) The Hospital agrees to offer every disabled worker, where available, employment upon the employee's medical clearance to return to work, which shall continue as long as the disability lasts.

The Hospital agrees that a joint accommodation committee consisting of no more than six (6) members from each side, including the employee, will facilitate any long term and complex accommodation of disabled employees in accordance with the relevant return to work statutes e.g. WSIB.

### L2.03 Permanent Modified Work

- (a) An employee with the bargaining unit requiring permanent modified work will provide the Occupational Health Service with medical verification of accommodation requirements including information regarding any restrictions.
- (b) In the case the employee is absent from work, the employee will provide Occupational Health with an Attending Physician Statement indicating her ability to return to work, including information regarding accommodation requirements.
- (c) As soon as is practical the employee will meet with the departmental manager, union representative and the Disability Cases Coordinator to examine the disabled employee's abilities and accommodation needs to ensure where best a Return to Work plan could be implemented.

in creating the Return To Work plan, the following will be considered:

- i. In her original position.
- ii. In a different position in her department.
- iii. Original position with modifications to work/equipment and/or the work arrangement.
- iv. Any suitable position outside her department within the organization.

### L2.04 Permanent Re-employment Process

- (a) If a position outside the department is required, a search for alternate suitable work will be undertaken:

The Disability Case Coordinator and Staffing Specialist will examine all vacancies to determine if they can be used to accommodate a disabled employee who requires accommodation but cannot return to her home department in accordance with (c).

- i. All vacancies will be reviewed to identify any positions that may be suitable and resumes forwarded for consideration.
- ii. All applications of the disabled employee will be given priority over other applications.

- iii. Should two disabled employees with the bargaining unit both be equally qualified for the position, seniority will prevail.
  - iv. Should a disabled employee and a non-disabled employee be equally qualified, the Union will be asked to waive the posting provisions in the Collective Agreement.
- (b) All job search activities will be reviewed on a monthly basis by JAC and all placement activities defined.
  - (c) When a suitable position is found, a formal offer of employment letter will be provided outlining the full responsibilities of the placement.
  - (d) An employee within the bargaining unit requiring permanent accommodation may be temporarily accommodated in other positions until a permanent position can be secured. The active search for a permanent position will continue.
  - (e) The home position of the employee with the bargaining unit requiring permanent accommodation may be posted under the following circumstances:
    - i. The employee is permanently accommodated in another position or arrangement.
    - ii. The weight of the medical evidence established that there is not reasonable prospect of a return to her original position in the foreseeable future.
    - iii. The employee is in receipt of LTD and it has been medically verified that she is permanently disabled from her original position.
    - iv. The Hospital may elect to fill the position on a temporary basis.

The filling of a permanently disabled employee's base position does not remove the Hospital's duty to accommodate that employee.

- (f) When the parties agree to permanent accommodation, whether or not a job posting is waived, the parties will sign an agreement containing the details of the accommodation.

#### L2.05 Temporary Modified Work

- (a) An employee within the bargaining unit requiring temporary modified work will provide the Occupational Health Service with medical verification of accommodation requirements, including expected duration.
- (b) Short Term Temporary Accommodation

If the accommodation is short term and the manager can accommodate, the JAC will receive a copy of the Return to Work plan, outlining the exact work restrictions and no formal meeting will be required unless requested by the employee or union representative. If such a meeting is requested, it must occur within two (2) days of the Return to Work plan.

(c) **Complex Accommodation**

- (i) If the accommodation is short term, complex or accommodation may be necessary outside the department, a return to work meeting will be held with the manager, employee, Occupational Health, Human Resources and the union representative. All details related to the accommodation will be recorded in the Return to Work plan.
- (ii) The Disability Case Coordinator will be responsible for monitoring the Return to Work plan and making adjustments as required.
- (iii) The employee/union representative must bring any concerns related to the accommodation to the manager and Occupational Health's attention for resolution.
- (iv) The Hospital will determine if the provision of temporary accommodation is reasonable considering the following factors: the number of accommodation employees in the department, the operational needs of the department, the safety of employees working in the department and alternative resources.
- (v) In such cases as accommodation is not reasonable, alternate placement will be sought through the organization and other employment initiatives utilizing the employment process.

L2.06 An employee may be assigned to a vacant position and paid at the rate of the job being performed. If the rate of the job is lower than the rate of the job they were working when injured, they shall be paid at the higher rate and "red circled" until the rate of the job increases to their level of pay.

Dated at Toronto, Ontario, this 24<sup>th</sup> day of May 2019.

**FOR THE UNION:**  
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**LETTER OF UNDERSTANDING NO.3**  
**Re: Procedures to be used on Calculating Seniority of Employees Hired on the**  
**Same Calendar day**

- L3.01 When employees commence work on the same day and same shift, the order of seniority shall be by alphabetical order, family name first, given name second.
- L3.02 When employees start on the same day but different shifts, where there is hospital documentation the employee started on the earlier shift, the employee starting the earlier shift will have seniority over the latter.
- L3.03 When it is difficult to ascertain which employee started first, the Hospital will consider documentation provided by the employee and render a decision.
- L3.04 If it cannot be ascertained which employee started on the earlier shift, and then seniority will be accorded as per alphabetical order family name first, given name second.

Dated at Toronto, Ontario, this 24<sup>th</sup> day of May 2019.

**FOR THE UNION:**  
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**LETTER OF UNDERSTANDING NO. 4**  
**Re: Leaves for Religious Observance**

The Hospital shall accommodate an employee's request to be absent from work to meet religious obligations. Each case will be examined on an individual basis in an effort to facilitate the requested time off without suffering loss of income.

Efforts of accommodations may include the use of shift exchanges in case of shift workers, variable work hours (compressed work week), substitution of any of the statutory holidays, floater days, use of banked hours, lieu time, vacation time or any other individual arrangement satisfactory to both the employee and the Hospital.

**Procedure**

The employee shall give the Manager/Supervisor at least two (2) weeks written notice of the day(s) she wishes to take off to meet religious obligations.

- (1) The Manager/Supervisor will make every effort to allow the employee to be absent from work without suffering loss of income.
- (2) The Manager/Supervisor will discuss and decide with the employee how the religious holiday will be accommodated, e.g., shift exchanges in the case of shift workers, variable hours of work (compressed work week), vacation time, lieu time, individual arrangements for make-up time such as week-end work, etc.

**Application**

The Letter of Understanding covers all permanent full-time and part-time employees.

Dated at Toronto, Ontario, this 24<sup>th</sup> day of May 2019.

**FOR THE UNION:**  
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**LETTER OF UNDERSTANDING NO. 5**  
**Re: Access to UHN's Education Policy**

University Health Network (UHN) is committed to supporting continuing education and lifelong learning by its employees. UHN seeks to encourage employees to take responsibility for their own professional growth and enhancing their contribution to the organization.

Eligible employees may receive financial support upon completion of academic courses from recognized institutions that are directly related to current and future career development goals. It is the responsibility of the employee to discuss educational development options with her immediate supervisor/manager and obtain endorsement/support for course reimbursement.

Eligible employees may also be provided with an interest-free loan to assist with tuition payment at approved institutions.

The policy does not apply to seminars, workshops or conferences.

**Eligibility**

All permanent full time (PFT) employees and permanent part time (PPT) employees working a minimum of 0.5 FTE (50% of regular work schedule) with a minimum of one year of service are eligible to apply for education assistance through the program.

Employees who work less than 0.5 FTE, casual, contract, and temporary employees are not eligible for education assistance under the program.

**Tuition Reimbursement**

One hundred percent (100%) of eligible tuition costs to a maximum of \$1,000 per year may be reimbursed for PFT employees and a prorated amount for PPT employees. An employee who participates in an education program and receives tuition reimbursement is expected to remain in the employ of UHN for a minimum of one calendar year from the date she received the tuition reimbursement. An employee who voluntarily leaves prior to completing one year of continuous service is required to reimburse the Hospital 50% of the program costs that were reimbursed to her.

In situations where eligible requests for funding support exceed the funds available, decisions for participation will be made in conjunction with appropriate UHN management using the following guidelines:

- The course is part of a course of study of attainment of an academic degree/diploma from a recognized academic or professional/technical institution.
- Degree/diploma program is directly related to the employee's current/future career development needs and job performance.
- Both the employee and UHN will benefit from the education offered.

A 12-month interest-free loan may also be provided to eligible employees to cover approved costs, to a maximum of \$1,000 per year.

Reimbursement of the loan will be through payroll deduction during the 12-month term.

Should the employee leave the employ of the Hospital she will be required to immediately pay the total outstanding balance through deduction from the final Hospital pay and if sufficient funds are not available, through the provision of a personal cheque.

### **Maximum Reimbursement**

The maximum annual reimbursement by **UHN** for educational assistance is \$1,000 per employee, irrespective of where the money is distributed from, i.e., if an employee has received the maximum reimbursement from the department or Nursing Funds, the employee would not be eligible to receive further reimbursement through the Education Assistance Program.

If an employee has been awarded a scholarship, she may apply for assistance under the policy to cover the unsupported portion, if any, of the education costs.

### **Resignation**

It is the responsibility of the manager to notify Human Resources if the employee voluntarily resigns prior to completing one year of continuous service from the date tuition reimbursement funds are received.

### **Annual Reviews**

The policy is subject to annual reviews, including the amount of funding available. The Vice President, Human Resources will lead the review and the Senior Management Committee will determine funding.

### **Procedure**

#### **Tuition Reimbursement**

1. The employee must complete Part 1-A and Part 3 of the Tuition Reimbursement Section of the Education Assistance Request (form D-3075) and forward the form to her manager for completion of Part 2. The manager must indicate reasons for supporting the application for tuition funding support based on the employee's career development needs and job performance.
2. When both parts are completed, forward the Education Assistance Request to Human Resources, Attention: Organization and Employment Development. Human Resources will advise the employee of the status of the application, i.e. approved or denied.

Upon successful completion of the course, the employee is responsible for submitting to Human Resources written proof of successful completion of course and written proof of payment in order to obtain reimbursement.

3. The employee must complete Part 1-A and Part 1-B of the Request for Interest-Free Loan section of the Education Assistance Request (form D-3075). The form must be forwarded to the Manager for endorsement/support (part 2 must be completed by the manager). The manager must indicate reasons for supporting the application based on the employee's career development needs and job performance.

4. When both parts are completed the application form must be forwarded to Human Resources, Attention: Director, Organization and Employee Development. Human Resources will advise the employee of the status of the application, i.e., approved or denied.
  
5. Payroll deductions will commence the month following the month the loan was issued.

Dated at Toronto, Ontario, this 24<sup>th</sup> day of May 2019.

**FOR THE UNION:**

\_\_\_\_\_  
Eduardo Domingues

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**LETTER OF UNDERSTANDING NO. 6**

**Re: Transfer of Seniority and Service Between C.U.P.E. Local 5001 – Toronto Western Hospital and Toronto General Hospital Bargaining Units and Vice Versa Within University Health Network**

- L6.01 Employees transferring between the divisions of the University Health Network will be allowed to have seniority and service portable from bargaining unit to bargaining unit under the following circumstances:
- (a) Transfer of services
  - (b) Subject to mutual agreement between the Union and the Hospital to minimize the adverse effects of a lay-off.
  - (c) Filling of permanent vacant positions as per L2.02.

- L6.02 Where there are no successful applicants to a permanent vacancy at the Division with the vacancy, employees from the other Division may be considered for such vacancy before hiring outside applicants.

- L6.03 The Hospital agrees with respect to transfer of services from site to site that they will, where practical, provide the Union with not less than sixty (60) calendar days' notice but not less than thirty (30) days.

The Hospital will meet with the Union to discuss such moves including:

- (a) The service affected.
- (b) The names and classifications of employees affected.
- (c) The mechanics of the move including the time frame.

- L6.04 Some of the guidelines to be considered under Article L2.03 are as follows:

- (a) The provisions of the receiving Collective Agreement will be respected and adhered to.
- (b) Employees affected will be given the choice of moving with their service or being placed in a comparable vacant position at their existing site subject to their qualifications and indicated preferences. The Hospital, affected employee(s) and the Union will meet to review comparable vacant positions. If no suitable comparable position is available the employee(s) shall be able to exercise their seniority rights including lay-off and recall as per the Collective Agreement.
- (c) It is understood that employees will not be transferred from one Division to the other without their consent. In the event they elect to transfer, employees will have up to six (6) months to request a return to their former Division. The time of such return will be subject to a comparable vacancy being available and in accordance with the job posting selection criteria provisions under the respective Collective Agreements.
- (d) No transferring employee will suffer a reduction in wages as a result of a transfer.
- (e) The transferring employee will be enrolled in the receiving Division's benefits plans and

waiting period will be waived. An employee transferring from Western to General Hospital will have sick leave credits converted to a sick leave bank which shall be utilized to supplement payment for sick leave days under the General Hospital sick leave plan which would otherwise be at less than full wages. Any remaining sick leave bank credits thereafter shall be frozen and subject to payout on termination of employment in accordance with the provisions of Article 13.01 of the Western Hospital Collective Agreement.

- (f) An employee transferring from the General to the Western Hospital will continue to be covered by the HOODIP or equivalent sick leave plan.
- (g) All employees will retain their present level of vacation entitlement or change to that of the receiving Division, whichever is greater.
- (h) Any transferring employee who has not completed his/her probationary period at the transferring Division will complete the balance of the period required at the receiving Division. Those employees who have completed probation will not serve a new probationary period.
- (i) When an employee's job is transferred to the other site, such position will not be posted pursuant to Article 9.05, of the Full-time Collective Agreement, or Article 9.05 of the Part-time Collective Agreement unless the employee refuses the transfer.
- (j) Employees shall not transfer nor be entitled to apply for a vacant position within the bargaining unit at the new site for six (6) months from the date of transfer to the new site, unless there are no qualified applicants at the new site.

Dated at Toronto, Ontario, this 24<sup>th</sup> day of May 2019.

**FOR THE UNION:**

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Eduardo Domingues  
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**LETTER OF UNDERSTANDING NO.7**  
**Re: Pension Benefit Payments**

- L7.01 This letter of understanding is only in effect for the duration of this agreement.
  
- L7.02 When an employee has completed the notice of Retirement form(s) not less than three (3) calendar months prior to the effective date of retirement and pension benefit payments are delayed in excess of one month, the Hospital shall pay interim benefits until the retiree receives payment(s) from HOOPP. The Hospital shall pay interim benefits only if the retiree provides written assurance that he/she or his/her estate will reimburse the Hospital immediately upon receipt of pension benefit payments from HOOPP.
  
- L7.03 Should the Hospital incur costs for the collection of such reimbursement not made within thirty (30) calendar days from the date the retiree or his/her estate receives pension benefit payments from HOOPP, these costs will be paid by the retiree or his/her estate.

Dated at Toronto, Ontario, this 24<sup>th</sup> day of May 2019.

**FOR THE UNION:**

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**LETTER OF UNDERSTANDING NO. 8**  
**Re: Guidelines for Use of Part-time and Temporary Employees**

The parties hereby agree to the following guidelines for the use of part-time (i.e. employees hired to work twenty-four (24) hours or less per week) and temporary employees:

- L8.01 The parties agree that during the school vacation period or during periods of short staffing the Hospital is free to increase the number of hours worked by the above mentioned employees to that worked by full-time employees (i.e., seventy-five (75) or more hours in a two (2) week pay period).
- L8.02 The Hospital retains the right to hire students during the school vacation periods to fill vacancies created when regular full-time employees are on vacation. The parties agree that this is a past practice of the Hospital.
- L8.03 The parties agree that the employment of these students is of a temporary nature. This employment is likely to end when the school vacation period is over. The parties agree that this is a past practice of the Hospital.
- L8.04 The parties agree that these students could be scheduled to work seventy-five (75) or more hours in a two (2) week pay period. However, this does not represent a guarantee of daily or weekly hours and employees may be required to work less than thirty-seven and one half (37-1/2) hours per week or less than seventy-five (75) hours in a two week pay period, in which case they will be paid accordingly.
- L8.05 The transfer of these students to regular part-time status (i.e. working twenty-four (24) hours or less per week) is subject to the job posting provision of the part-time Collective Agreement.
- L8.06 Whenever a temporary vacancy that is not required to be posted is created in the full-time unit (i.e. to replace an employee who will be on approved leave of absence (including vacation) due to WSIB, disability, sick leave, long-term disability, or to perform a special non-recurring task) and also in situations where a vacancy is being held for redeployment, preference shall be given to members of the part-time bargaining unit over temporary employees who are not members of the part-time bargaining unit on the basis of seniority providing they are able to meet the normal requirements of the job. These employees will remain in the part-time bargaining unit while on the temporary assignment and retain all rights under the part-time collective agreement.
- L8.07 The Hospital will endeavor to share the hours (created by the vacancy in L4.06 above) on an equal basis wherever possible subject to operational requirements.

For temporary vacancies in the Support Services Department that are not due to vacation, preference shall be given to part-time employees in the department in the bargaining unit on the basis of seniority, in four month rotational blocks, providing they are able to meet the normal requirements of the job.

Notwithstanding the above, the parties agree that the Hospital may assign employees to temporary vacancies in Housekeeping that are due to vacation during the Summer vacation season for the duration of the required vacation coverage, as determined by the Hospital.

- L8.08 Subject to Article L4.06 the Hospital may hire individuals from outside the Hospital to fill temporary vacancies.
- L8.09 The Hospital will provide the Union on a monthly basis the following information with regard to part-time and temporary employees:
- (i) Name and status of employee;
  - (ii) Date assignment began;
  - (iii) Classification and department;
  - (iv) Estimated duration of assignment where known;
  - (v) Where applicable, name of employee being replaced; and
  - (vi) Where a special non-recurring task, the nature of the assignment
- L8.10 Where a temporary job (as defined by article 2.01 of the full-time collective agreement) has ended and instead a full-time position created, it will be posted pursuant to Article 9.05.
- L8.11 In circumstances other than as outlined in Article L4.01 to L4.06 above, where part-time employees are employed in excess of 24 hours per week for four weeks in any seven week period, the position will be posted as per Article 9.05 of the full-time Collective Agreement. If the part-time employee is not then awarded the full-time position, the employee will remain in the part-time bargaining unit, subject to the terms and conditions of the part-time Collective Agreement.
- L8.12 A person employed for a temporary term pursuant to Article 2.01 who is not a member of the part-time unit will be terminated at the end of the specific assignment for which he/she was hired.
- L8.13 A person employed for a temporary term (to a maximum of twelve months) pursuant to Article 2.01 whose term comes to an end will not be temporarily re-employed in the same "special non-recurring task" or to replace the same absent employee without the Union's consent which will not be unreasonably withheld.
- L8.14 The Hospital will provide the union, on a quarterly basis, a list of part-time employees, who exceed the twenty-four (24) hours cap, with their hours worked for each two-week pay period in the quarter.
- L8.15 The provisions of this Letter of Understanding may be grieved pursuant to the grievance procedure of the Collective Agreement.
- L8.16 Where the situation of any such temporary employee is in contravention of the operating agreement, the employee will be terminated, or if a part-time employee, returned to part-time employment unless the parties otherwise agree.

Dated at Toronto, Ontario, this 24<sup>th</sup> day of May 2019.

**FOR THE UNION:**

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Eduardo Domingues

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**LETTER OF UNDERSTANDING NO. 9**

**Re: Medical Files**

L9.01 Upon written request each employee shall have within two (2) business days reasonable access to medical files for the purpose of reviewing such file in the presence of the Director of Occupational Health or designate. An employee may request and receive a copy of specific medical information contained in this file.

Dated at Toronto, Ontario, this 24<sup>th</sup> day of May 2019.

**FOR THE UNION:**

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Morteza Gorgzadeh

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**LETTER OF UNDERSTANDING NO. 10**  
**Re: Notice Of A Proposed Lay-off or Elimination Of A Position Or Reassignment And Retraining**

Provisions Outlined In Articles 9.08(a), 9.08(b), 9.11 and 12.08

- L10.01 The Hospital agrees to notify the union (where possible) two (2) weeks prior to issuing notice of declaring a position or positions surplus, but in any event will provide notice no later than the date of issue of such notice(s) so that the redeployment committee can be promptly convened, (to meet within two (2) weeks).
- L10.02 The parties agree that the re-training provisions outlined in Article 9.11 and 12.08 (Central) will be extended to surplus employees re-assigned pursuant to the provisions of Article 9.08(b) (Central).
- L10.03 The Hospital agrees to include in the notification of the “surplus” employee that, “this notice will be assessed by the redeployment committee, which may result in change to, or rescinding of the notice”.
- L10.04 The parties agree that the process of reassignment will take precedent over all normal posting procedures.
- L10.05 Where an employee who has been reassigned or given notice of lay-off so requests, the Hospital will interview that employee to identify additional skills, qualifications or abilities that will assist the Redeployment Committee in determining a suitable placement for the employee.

Dated at Toronto, Ontario, this 24<sup>th</sup> day of May 2019.

**FOR THE UNION:**

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## **LETTER OF UNDERSTANDING NO. 11**

### **Re: Transfer and Seniority Outside Bargaining Unit (Article 9.06)**

The parties agree to apply the language and provisions of Article 9.06 of the Central Agreement as follows:

- L11.01 When a bargaining unit member is transferred by the Hospital (but with his consent) or accepts a temporary posting into a position outside the bargaining unit, the union will be notified prior to the transfer taking effect, and will be given particulars regarding the position, length of assignment etc.
- L11.02 Where the assignment is at the instigation of the Hospital and is for a six (6) month period or less, the vacancy created by the assignment will be posted as a temporary vacancy of up to six (6) months, as provided by the language of the collective agreement, and the bargaining unit member will be allowed to return to his previous position, at the end of the assignment.
- L11.03 Temporary assignments may be extended from six (6) months for a further six (6) month or up to one (1) year by mutual consent between the Hospital, the union and the employee, with the extension of the right to return to his position (paragraph 2) extended also to one (1) year with a re-posting of the temporary vacancy for up to six (6) months.
- L11.04 In the event that the Hospital requests of the extension of the temporary assignment beyond one (1) year, it must be with the mutual agreement of the union and the employee. However, the position previously held by the bargaining unit member will then be posted as a permanent vacancy, and the employee will return to the unit pursuant to the provision of Article 9.06(b) (Central).
- L11.05 If a bargaining unit member accepts a posting into a temporary position outside the unit, his return to the bargaining unit will be pursuant to the provisions of Article 9.06(b) (Central).
- L11.06 In the event that a bargaining unit member accepts a posting into a permanent non-union position, the union will be notified and it is understood that all rights under the collective agreement will cease.
- L11.07 In the event that there is any bargaining unit member currently in a "temporary" non-bargaining unit position in excess of six (6) months, and up to twenty-three (23) months, the Hospital will notify the union, and both parties will meet with the bargaining unit member to discuss Article 9.06(b) (Central).
- L11.08 Nothing in this agreement will change or modify the current language pertaining to temporary transfers outside of the unit resulting from redeployment or modified work/accommodation provisions.

Dated at Toronto, Ontario, this 24<sup>th</sup> day of May 2019.

**FOR THE UNION:**

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**LETTER OF UNDERSTANDING NO. 12**  
**Re: Injury Prevention & Training**

L12.01 The Hospital will provide appropriate injury prevention and training to all staff at orientation and as frequently as required thereafter to ensure that all staff has adequate training.

Dated at Toronto, Ontario, this 24<sup>th</sup> day of May 2019.

**FOR THE UNION:**

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**LETTER OF UNDERSTANDING NO. 13**  
**Re: Infectious Disease**

L13.01 Where employees are exposed to infectious, communicable diseases or environmental diseases at work for which there are available protective medications and protective treatments, such medications and treatments shall be provided at no cost to the employee.

Dated at Toronto, Ontario, this 24<sup>th</sup> day of May 2019.

**FOR THE UNION:**

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**LETTER OF UNDERSTANDING NO. 14**  
**Re: Casual Employees**

L14.01 The parties agree that any casual employees hired after March 31, 2014 will be considered deemed terminated if such employee declines to work eight or more shifts in any three calendar month rolling time period unless such employees can provide substantive reasons why they declined such shifts (i.e., medical documentation suitable and satisfactory to the Occupational Health Dept.). The Hospital agrees to notify new casual employees of this requirement during the hiring process and again in writing during the orientation period.

Dated at Toronto, Ontario, this 24<sup>th</sup> day of May 2019.

**FOR THE UNION:**

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**LETTER OF UNDERSTANDING NO. 15**

**Re: Education**

L15.01 The parties agree that in cases where it has been determined by management that an employee would benefit from English as a second language and/or literacy training that would assist the employee in discharging their work duties, management will give consideration to providing such training.

Dated at Toronto, Ontario, this 24<sup>th</sup> day of May 2019.

**FOR THE UNION:**

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**LETTER OF UNDERSTANDING NO. 16**  
**Re: Casual Employees and Lay-offs**

L16.01      In the event that there is no work available on a permanent basis for a casual employee, the parties will continue their practice of reassigning the affected casual employees to a comparable position in the bargaining unit, provided such a position is available and provided the employee(s) is able to meet the normal requirement of the job.

Dated at Toronto, Ontario, this 24<sup>th</sup> day of May 2019.

**FOR THE UNION:**

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**LETTER OF UNDERSTANDING NO. 17**  
**Re: On Leave and Applicable Payments**

- L17.01 In case where a CUPE representative is requested by management to attend a meeting of any nature, to deal with employee or union-management business, and the meeting takes place before or after the applicable person's normal shift start or finish time, the employee is to be compensated at straight time or time off in lieu as agreed to by both parties for the applicable time.
- L17.02 If the applicable union representative is called into the workplace to attend meetings similar to those described above on their regularly scheduled day off including vacation, one of the following scenarios will apply.
- (a) The employee will be compensated at straight time for a minimum of thirty (30) minutes, or the length of the meeting if it exceeds thirty (30) minutes.

or

  - (b) The employee will be allowed to take a day off with pay, at a date that is agreed to by both parties. (This is assuming that the employee has been involved in an all-day meeting). If the meeting did not run all day, then the employee will be credited with a minimum of thirty (30) minutes, or the length of the meeting if it exceeds thirty (30) minutes.

Dated at Toronto, Ontario, this 24<sup>th</sup> day of May 2019.

**FOR THE UNION:**

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**Memorandum of Agreement #1**

**Between**

**UNIVERSITY HEALTH NETWORK-**

**WOMEN'S OWN WITHDRAWAL MANAGEMENT CENTRE**

**(Hereafter referred to as the Hospital)**

**And**

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 5001**

**(Hereafter referred to as the Union)**

**Re: Article 18 - Benefits**

This agreement is entered into on a without prejudice or precedent basis on any position either party may take on past, present or future situations.

1. The parties agree that all staff employed at Women's Own Withdrawal Management Centre prior to July 17<sup>th</sup>, 2012 will be grand-parented in their current health benefit plan effective immediately, for the duration of their employment.

Dated at Toronto, Ontario, this 24<sup>th</sup> day of May 2019.

**FOR THE UNION:**

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## Memorandum of Agreement #2

Between:

The Participating Hospitals/ OHA

- and –

The Ontario Council of Hospital Unions/ CUPE

### Re: Benefit Review Committee

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.

Dated at Toronto, Ontario, this 24<sup>th</sup> day of May 2019.

**FOR THE UNION:**

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**LETTER OF INTENT NO: 1**  
**Re: Editing Subcommittee**

The parties have agreed to establish an Editing Subcommittee that will discuss housekeeping amendments and any necessary editing amendments that may be required to facilitate the printing of the collective agreements.

Should there not be mutual agreement on any amendments proposed by either party, then the status quo shall prevail. It is understood that neither party may raise any disputes with respect to any proposed amendments to an arbitrator.

The subcommittee will be comprised of three members from each party and will commence meetings no later than 30 days following the ratification of the collective agreement. The parties agree that they will make their best efforts to complete their duties within 60 days of their first meeting.

Dated at Toronto, Ontario, this 24<sup>th</sup> day of May 2019.

**FOR THE UNION:**

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**WOMEN'S OWN 2017 WAGE RATES**

No.	Classification	Grp	Level	Rate Eff Date	Start	Step 2	Step 3	Step 4	Step 5	Step 6
<b>CUPE - UHN (Based on CUPE JES)</b>										
B123	ADDICTION WORKER (WOD)	CUW	U0:65	29-Sep-17	\$23.90	\$24.64				
B124	DAY WITHDRAWAL WORKER (WOD)	CUW	U0:66	29-Sep-17	\$24.70	\$25.92	\$27.14	\$28.38	\$29.61	\$30.84
B125	CASE MANAGER (WOD)	CUW	U0:66							
B126	COMMUNITY WITHDRAWAL WORKER (WOD)	CUW	U0:67	29-Sep-17	\$27.26	\$28.62	\$29.98	\$31.35	\$32.71	\$34.08
B127	COOK/HOUSEKEEPER (WOD)	CUW	U0:68	29-Sep-17	\$25.67					

**WOMEN'S OWN 2018 WAGE RATES**

No.	Classification	Grp	Level	Rate Eff Date	Start	Step 2	Step 3	Step 4	Step 5	Step 6
<b>CUPE - UHN (Based on CUPE JES)</b>										
B123	ADDICTION WORKER (WOD)	CUW	U0:65	29-Sep-18	\$24.23	\$24.98				
B124	DAY WITHDRAWAL WORKER (WOD)	CUW	U0:66	29-Sep-18	\$25.05	\$26.28	\$27.52	\$28.78	\$30.02	\$31.27
B125	CASE MANAGER (WOD)	CUW	U0:66							
B126	COMMUNITY WITHDRAWAL WORKER (WOD)	CUW	U0:67	29-Sep-18	\$27.64	\$29.02	\$30.40	\$31.79	\$33.17	\$34.56
B127	COOK/HOUSEKEEPER (WOD)	CUW	U0:68	29-Sep-18	\$26.03					

**WOMEN'S OWN 2019 WAGE RATES**

No.	Classification	Grp	Level	Rate Eff Date	Start	Step 2	Step 3	Step 4	Step 5	Step 6
<b>CUPE - UHN (Based on CUPE JES)</b>										
B123	ADDICTION WORKER (WOD)	CUW	U0:65	29-Sep-19	\$24.62	\$25.38				
B124	DAY WITHDRAWAL WORKDER (WOD)	CUW	U0:66	29-Sep-19	\$25.45	\$26.70	\$27.96	\$29.24	\$30.50	\$31.77
B125	CASE MANAGER (WOD)	CUW	U0:66							
B126	COMMUNITY WITHDRAWAL WORKER (WOD)	CUW	U0:67	29-Sep-19	\$28.08	\$29.49	\$30.89	\$32.80	\$33.70	\$35.11
B127	COOK/HOUSEKEEPER (WOD)	CUW	U0:68	29-Sep-19	\$26.45					

**WOMEN'S OWN 2020 WAGE RATES**

No.	Classification	Grp	Level	Rate Eff Date	Start	Step 2	Step 3	Step 4	Step 5	Step 6
<b>CUPE - UHN (Based on CUPE JES)</b>										
B123	ADDICTION WORKER (WOD)	CUW	U0:65	29-Sep-20	\$26.22	\$25.80				
B124	DAY WITHDRAWAL WORKDER (WOD)	CUW	U0:66	29-Sep-20	\$25.87	\$27.14	\$28.42	\$29.72	\$31.01	\$32.30
B125	CASE MANAGER (WOD)	CUW	U0:66							
B126	COMMUNITY WITHDRAWAL WORKER (WOD)	CUW	U0:67	29-Sep-20	\$28.55	\$29.97	\$31.40	\$32.83	\$34.35	\$35.69
B127	COOK/HOUSEKEEPER (WOD)	CUW	U0:68	29-Sep-20	\$26.88					