

COMBINED FULL-TIME/PART-TIME

COLLECTIVE AGREEMENT

- between -

OAK VALLEY HEALTHCARE
(hereinafter called the “Hospital”)

- and -

CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 6364.01
(Service & Clerical)

Expiring: September 28, 2023

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ARTICLE 1 – PREAMBLE

1.01 Preamble

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

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

ARTICLE 2 – DEFINITIONS

2.01 Temporary Employee

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

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

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

2.02 Part-Time Commitment

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

2.03 Regular Part-Time Employee

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

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

2.04 Casual Employee

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

ARTICLE 3 - RELATIONSHIP

3.01 No Discrimination

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

The Union shall be provided a copy of any written notice provided to an employee that they may be subject to termination, demotion, transfer, or other adverse impact for innocent absenteeism.

3.02 Attendance Management

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

purposes of being placed on, or progressing through, the steps of an attendance management program.

Leaves covered under the *Employment Standards Act*, and leaves under Article 12 will not be counted for the purposes of being placed on, or progressing through, the steps of an attendance management program.

ARTICLE 4 – STRIKES & LOCKOUTS

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

ARTICLE 5 – UNION SECURITY

5.01 T4 Slips

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

5.02 Notification to Union

- (a) The Hospital will provide the union with a list, monthly, of all hirings, lay-offs, recalls, and positions which have been vacated within the bargaining unit where such information is available or becomes readily available through the Hospital's payroll system.
- (b) The Hospital will provide the Union with the current mailing address, personal email address if available and phone number(s) it has on record of all members of the bargaining unit twice a year in electronic form.

5.03 Employee Interview

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

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

5.04 No Other Agreements

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

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

ARTICLE 6 – UNION REPRESENTATION AND COMMITTEES

6.01 Union Activity on Premises and/or Access to Premises

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

6.02 Labour-Management Committee

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

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

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

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

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

6.03 Local Bargaining Committee

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

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

6.04 Central Bargaining Committee

- (a) In central bargaining between the Canadian Union of Public Employees and the participating hospitals, an employee serving on the Union's Central Negotiating Committee shall be paid for time lost from their normal straight time working hours at their regular rate of pay and without loss of leave credits for attending central negotiating meetings with the Hospitals' Central Negotiating Committee in direct negotiations up to the point of arbitration. In addition, an employee serving on the Union's Central Negotiating Committee shall be paid for time lost from their normal straight time working hours at their regular rate of pay and without loss of leave credits for two (2)

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

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

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

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

6.05 Union Stewards

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

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

6.06 Grievance Committee

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

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

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

ARTICLE 7 – GRIEVANCE AND ARBITRATION PROCEDURE

- 7.01 For purposes of this Agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of the Agreement including any question as to whether a matter is arbitrable.
- 7.02 At the time formal discipline is imposed or at any stage of the grievance procedure an employee shall have the right upon request to the presence of their steward. In the case of suspension or discharge the Hospital shall notify the employee of this right in advance.
- 7.03 It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible, and it is understood that an employee has no grievance until they have first given their immediate supervisor the opportunity of adjusting their complaint. The grievor may have the assistance of a union steward if they so desire. Such complaint shall be discussed with their immediate supervisor within nine (9) calendar days after the circumstances giving rise to it

have occurred or ought reasonably to have come to the attention of the employee and failing settlement within nine (9) calendar days, it shall then be taken up as a grievance within nine (9) calendar days following advice of their immediate supervisor's decision in the following manner and sequence:

Step No. 1

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

Step No. 2

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

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

processing of such grievance.

7.06 The release or discharge of an employee during the probationary period shall not be the subject of a grievance or arbitration. A claim by an employee who has completed their probationary period that they have been unjustly discharged or suspended shall be treated as a grievance if a written statement of such grievance is lodged by the employee with the Hospital at Step No. 2 within seven (7) calendar days after the date the discharge or suspension is 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 their probationary period, without just cause.

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

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

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

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

ARTICLE 8 – ACCESS TO FILES

8.01 Access to Personnel File

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

8.02 Clearing of Record

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

ARTICLE 9 – SENIORITY

9.01 Probationary Period

A new employee will be considered on probation until they have completed sixty (60) days of work (or 450 hours of work for employees whose regular hours of work are other than the standard work day), within any twelve (12) calendar months. Upon completion of the probationary period, they shall be credited with seniority equal to sixty (60) working days. With the written consent of the Hospital, the probationary employee and the President of the Local Union or designate, such probationary period may be extended. Any extensions agreed to will be in writing and will specify the length of the extension. The release or discharge of an employee during the probationary period shall not be the subject of a grievance or arbitration unless the probationary employee is released for reasons which are arbitrary, discriminatory, in bad faith, or for exercising a right under this Agreement.

9.02 Definition of Seniority

Full-time employees will accumulate seniority on the basis of their continuous service in the bargaining unit from the last date of hire, except as otherwise provided herein.

Part-time employees, including casual employees, will accumulate seniority on the basis of one (1) year's seniority for each 1725 hours worked in the bargaining unit as of the last date of hire, except as otherwise provided herein.

Seniority will operate on a bargaining unit wide basis.

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

9.03 Loss of Seniority

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

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

9.04 Effect of Absence

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

Unless otherwise provided in the Collective Agreement:

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

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

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

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

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

9.05 Job Posting

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

posted for a period of three (3) consecutive calendar days, excluding Saturdays, Sundays and Holidays. Applications for such vacancies shall be made in writing within the three (3) day period referred to herein.

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

and the name of the employee selected for the position.

- (k) In situations where a part-time or casual employee assumes the duties of a full-time position on a temporary basis, the employee will continue to be treated as a part-time or casual employee for all purposes under the Collective Agreement.

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

- (l) Where an expression of interest is being solicited, in the interim the Hospital shall fill any vacancy on the basis of Article 14 & Article N, until the position has been filled as per this Article.

- (m) If a temporary vacancy which is less than 6 months is extended beyond the initial expected duration, it will be re-offered to the bargaining unit as per 9.05 (j). A temporary vacancy may be extended a further six (6) months on mutual agreement of the Union, employee, and Hospital or by the Hospital on its own up to twelve (12) months where the leave of the person being replaced extends that far.

9.06 Transfer and Seniority Outside the Bargaining Unit

- (a) It is understood that an employee shall not be transferred by the Hospital to a position outside the bargaining unit without their consent except in the case of temporary assignments not exceeding six (6) months. This period may be extended a further six (6) months upon the agreement of the employee and the Hospital. Such employees on temporary assignments shall remain members of the bargaining unit.
- (b) An employee who is transferred to a position outside the bargaining unit shall not, subject to (c) below, accumulate seniority. In the event the employee is returned by the Hospital to a position in the bargaining unit within twenty-four (24) months of the transfer they shall be credited with the seniority held at the time of transfer and resume accumulation from the date of their return to the bargaining unit. An employee not returned to the bargaining unit within 24 months shall forfeit bargaining unit seniority.
- (c) In the event an employee transferred out of the bargaining unit under (a) or (b) above is returned to the bargaining unit within a period of nine (9) calendar months, they shall accumulate seniority during the period of time

outside the bargaining unit.

9.07 A) Transfer of Seniority and Service

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

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

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

The above-noted employee shall be allowed a trial period of up to thirty (30) days, during which the Hospital will determine if the employee can satisfactorily perform the job. Within this period the employee may voluntarily return or be returned without loss of seniority to their former duties on the same shift in the same department and at the appropriate rate of pay, subject to any changes which would have occurred had they not transferred.

9.07 B) Portability of Service

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

9.07 C) Transformation in Health Care

Seniority Recognition

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

Right to Return or Transfer

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

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

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

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

9.08 A) Notice and Redeployment Committee

(a) Notice

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

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

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

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

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

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

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

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

(d) Redeployment Committee

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

(i) Committee Mandate

The mandate of the Redeployment Committee is to:

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

(ii) Committee Composition

The Redeployment Committee shall be comprised of equal numbers of representatives of the Hospital and of the Union. The number of representatives will be determined locally. Where for the purposes of HTAP (the Ontario Hospital Training and Adjustment Panel) there

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

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

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

(iii) Disclosure

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

(iv) Alternatives

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

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

9.08 B) Retirement Allowance

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

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

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

9.08 C) Voluntary Exit Option

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

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

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

9.09 Layoff and Recall

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

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

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

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

- (e) In the event that there are no employees with lesser seniority in the same or a lower or identical-paying classification, as defined in this article, a laid-off employee shall have the right to displace another employee with lesser seniority in a higher-paying classification provided they are able to meet the normal requirements of the job, with orientation but without additional training.
- (f) In addition, in combined full-time/part-time collective agreements, a full-time employee shall also be entitled to displace another full-time employee with lesser seniority in a higher-paying classification provided that they are able to meet the normal requirements of the job, with orientation but without additional training, when there are no other full-time employees in the same or a lower or similar-paying classification with lesser seniority, prior to being required to displace a part-time employee.
- (g) An employee who is subject to layoff other than a layoff of a permanent or long-term nature including a full-time employee whose hours of work are, subject to Article 14.01, reduced, shall have the right to accept the layoff or displace another employee in accordance with (a) and (d) above.

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

9.10 Benefits on Layoff

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

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

9.11 Retraining

(a) Retraining for Positions within the Hospital

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

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

(b) Placement

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

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

9.12 Separation Allowances

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

9.13 Technological Change

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

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

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

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

9.14 Registered Practical Nurse Professional Development/Scope of Practice

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

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

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

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

9.15 Professional Responsibility, Patient Care, Workloads & Staffing

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

(a) The parties agree that optimal patient care is, and safe working conditions are, enhanced if concerns relating to professional responsibility, patient care, workloads and staffing issues are resolved in a timely and effective manner with communications between the parties being:

- (i) professional.
- (ii) courteous.
- (iii) collegial.
- (iv) respectful; and

- (v) focused on resolving the issue, not on the individuals.
- (b) In the event that the Hospital assigns a number of patients or a workload to an individual Regulated Health Professional (RHP) or group of RHPs such that they have cause to believe that they are being asked to perform more work than is consistent with proper patient care, they shall:
 - i. At the time the workload issue occurs, discuss the issue within the unit/program to develop strategies to meet patient care needs using current resources.
 - ii. If necessary, using established lines of communication as identified by the hospital, seek immediate assistance from an individual(s) (who could be within the bargaining unit) who has responsibility for timely resolution of workload issues.
 - iii. Failing resolution of the workload issue at the time of occurrence or if the issue is ongoing the RHP(s) will discuss the issue with their Manager or designate on the next day that the Manager (or designate) and the RHP are both working or within five (5) calendar days whichever is sooner.
- (c) Upon receipt of a response from the supervisor within five (5) working days, if the employee or group of employees in (b) above are not satisfied, the employee or group of employees may, within forty-eight (48) hours, submit a workload complaint form (attached at Appendix A) to the Chief Nursing Officer or equivalent in the case of other RHPs, with a copy to the Union. A meeting shall be held within thirty (30) days of a request from the employee or group of employees, who may be accompanied to this meeting by a Union representative. The Chief Nursing Officer or equivalent, will respond in writing to the employee, or group of employees, with a copy to the Union if applicable, within fifteen (15) days.
- (d) Upon receipt of a written response from the Chief Nursing Officer or equivalent, if the employee or group of employees in (c) above are not satisfied, the employee or group of employees, who may be accompanied by their Union Representative, may, within forty-eight (48) hours, request a meeting with the Chief Executive Officer (or designate) and such meeting shall be held within thirty (30) days. The Chief Executive Officer (or designate) will respond in writing to the employee, or group of employees, within fifteen (15) days of the meeting, with a copy to the Union if applicable.
- (e) It is agreed and understood that an employee or group of employees may in exceptional and urgent cases request an immediate meeting with the

Chief Nursing Officer or equivalent who will make every reasonable effort to accommodate the request. The timelines provided for in (d) above will apply failing resolution at this meeting.

- (f) Only the timelines set out above are subject to Article 7 – Grievance and Arbitration Process.
- (g) The Hospital will provide access on the hospital intranet, whereby members will have the ability to access a digital version of the Workload Review Form.

9.16 Work-Loads

- (a) The parties agree that patient care is enhanced if concerns relating to professional practice, patient acuity, fluctuating Work-Loads and fluctuating staffing are resolved in a timely and effective manner.
- (b) Employees are encouraged to raise their concerns with the immediate supervisor within forty-eight (48) hours. In the event that within ten (10) calendar days, the workload concern is not resolved to the employee's satisfaction, the employee, or group of employees, may, within forty-eight (48) hours, submit their concerns in writing (with a copy to their immediate supervisor) to either the Joint Health and Safety Committee (as constituted under the Collective Agreement's Local Appendix – Article M.2) or the Labour Management Committee (as constituted under Article 6.02) through their union representative using the template workload complaint form attached at Appendix B. This form may be modified by the mutual agreement of the local parties.

ARTICLE 10 – CONTRACTING OUT

10.01 Contracting Out

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

10.02 Contracting Out

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

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

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

10.03 Contracting In

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

ARTICLE 11 – WORK OF THE BARGAINING UNIT

11.01 Work of The Bargaining Unit

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

11.02 Volunteers

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

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

ARTICLE 12 – LEAVES OF ABSENCE

12.01 Personal Leave

Written request for a personal leave of absence without pay will be considered on

an individual basis by the Hospital. Such requests are to be submitted to the employee's immediate supervisor at least four (4) weeks in advance, unless not reasonably possible to give such notice, and a written reply will be given within fourteen (14) days except in cases of emergency in which case a reply will be given as soon as possible. Employees needing personal leave days for appointments with medical practitioners may utilize the personal leave language. Such leave shall not be unreasonably withheld.

12.02 Union Business

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Seniority and service shall accrue at seven and one-half (7.5) hours per day

to a maximum of thirty-seven and one-half (37.5) hours per week during such leave.

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

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

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

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

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

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

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

12.04 Bereavement Leave

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

with the death of the spouse, child, or parent.

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

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

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

12.05 A) Jury & Witness Duty

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

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

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

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

arrangements for the first week of jury and witness duty.

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

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

12.05 B) Jury & Witness Duty

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

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

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

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

week of jury and witness duty.

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

12.06 A) Pregnancy Leave

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

- (a) Pregnancy leave will be granted in accordance with the provisions of the *Employment Standards Act*, except where amended in this provision. The service requirement for eligibility for pregnancy leave shall be thirteen (13) weeks of continuous service.
- (b) The employee shall give written notification at least two (2) weeks in advance of the date of commencement of such leave and the expected date of return. At such time they shall also furnish the Hospital with the certificate of a legally qualified medical practitioner stating the expected birth date.
- (c) The employee shall reconfirm their intention to return to work on the date originally approved in subsection (b) above by written notification received by the Hospital at least two (2) weeks in advance thereof.
- (d) Effective on confirmation by the Canada Employment Insurance Commission of the appropriateness of the Hospital's Supplementary Unemployment Benefit (SUB) Plan, an employee who is on pregnancy leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance pregnancy benefits pursuant to Section 22 of the *Employment Insurance Act* shall be paid a supplemental unemployment benefit for a period not exceeding fifteen (15) weeks. The supplement shall be equivalent to the difference between ninety-three percent (93%) of their normal weekly earnings and the sum of their weekly unemployment insurance benefits and any other earnings. Receipt by the Hospital of the employee's unemployment insurance cheque stubs shall constitute proof that they are in receipt of Employment Insurance pregnancy benefits.

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

In addition to the foregoing, the Hospital will pay the employee ninety-three percent (93%) of their normal weekly earnings during the one (1) week period of the leave while waiting to receive Employment Insurance benefits.

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

- (e) Credits for service and seniority shall accumulate for a period of up to seventeen (17) weeks while an employee is on pregnancy leave.
- (f) The Hospital will continue to pay its share of the contributions of the subsidized employee benefits, including pension, in which the employee is participating for a period of up to seventeen (17) weeks while the employee is on pregnancy leave.
- (g) Subject to any changes to the employee's status which would have occurred had they not been on pregnancy leave, the employee shall be reinstated to their former duties, on the same shift in the same department, and at the same rate of pay.

12.06 B) Pregnancy Leave

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

- (a) Pregnancy leave will be granted in accordance with the provisions of the *Employment Standards Act*, except where amended in this provision. The service requirement for eligibility for pregnancy leave shall be thirteen (13) weeks of continuous service.

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

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

In addition to the foregoing, the Hospital will pay the employee ninety-three percent (93%) of their normal weekly earnings during the one (1) week period of the leave while waiting to receive Employment Insurance benefits.

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

- (e) Credits for service and seniority shall accumulate for a period of up to seventeen (17) weeks while an employee is on pregnancy leave on the basis of what the employee's normal regular hours of work would have been.
- (f) The Hospital will continue to pay the percentage in lieu of benefits and its share of pension contributions during the period of pregnancy leave. The Hospital will register those benefits as part of the Supplemental Unemployment Benefit Plan with the Canada Employment Insurance Commission.
- (g) Subject to any changes to the employee's status which would have occurred had they not been on pregnancy leave, the employee shall be reinstated to their former duties, on the same shift in the same department, and at the same rate of pay.

12.07 A) Parental Leave

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

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

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

- (e) Effective on confirmation by the Canada Employment Insurance Commission of the appropriateness of the Hospital's Supplemental Unemployment Benefit (SUB) Plan, an employee who is on parental leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance parental benefits pursuant to Section 22 of the *Employment Insurance Act*, shall be paid a supplemental unemployment benefit for a period not exceeding eleven (11) weeks. That benefit shall be equivalent to the difference between ninety-three percent (93%) of the employee's normal weekly earnings and the sum of their weekly Employment Insurance benefits and any other earnings. Receipt by the Hospital of the employee's employment insurance cheque stub will serve as proof that the employee is in receipt of unemployment parental benefits.

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

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

In addition to the foregoing, the Hospital shall pay the employee ninety-three percent (93%) of their normal weekly earnings during the one (1) week period of the leave while waiting to receive Employment Insurance benefits.

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

- (f) Credits for service and seniority shall accumulate for a period of up to sixty-one (61) weeks after the parental leave began, if the employee also took pregnancy leave, and sixty-three (63) weeks after the parental leave began otherwise, while the employee is on parental leave.
- (g) The Hospital will continue to pay its share of the premiums of the subsidized employee benefits, including pension, in which the employee is participating for a period of up to sixty-one (61) weeks after the parental leave began, if the employee also took pregnancy leave, and sixty-three (63) weeks after the parental leave began otherwise, while the employee is on parental leave.
- (h) Subject to any changes to the employee's status which would have occurred had they not been on parental leave, the employee shall be reinstated to their former duties, on the same shift in the same department, and at the same rate of pay.

12.07 B) Parental Leave

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

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

impossible to request the leave of absence in writing, the request may be made verbally and subsequently verified in writing. An employee shall reconfirm their intention to return to work on the date originally approved in subsection (b) above by written notification received by the Hospital at least two (2) weeks in advance thereof.

- (e) Effective on confirmation by the Canada Employment Insurance Commission of the appropriateness of the Hospital's Supplemental Unemployment Benefit (SUB) Plan, an employee who is on parental leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance parental benefits pursuant to Section 23 of the *Employment Insurance Act*, shall be paid a supplemental unemployment benefit for a period not exceeding eleven (11) weeks. That benefit shall be equivalent to the difference between ninety-three percent (93%) of the employee's normal weekly earnings and the sum of their weekly employment insurance benefits and any other earnings. Receipt by the Hospital of the employee's employment insurance cheque stub will serve as proof that the employee is in receipt of unemployment parental benefits.

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

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

In addition to the foregoing the Hospital shall pay the employee ninety-three percent (93%) of their normal weekly earnings during the one (1) week period of the leave while waiting to receive Employment Insurance benefits.

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

- (f) Credits for service and seniority shall accumulate for a period of up to sixty-one (61) weeks after the parental leave began, if the employee also took pregnancy leave, and sixty-three (63) weeks after the parental leave began otherwise, while the employee is on parental leave on the basis of what the employee's normal regular hours of work would have been.
- (g) The Hospital will continue to pay the percentage in lieu of benefits and its share of the pension contribution for a period of up to eleven (11) weeks while the employee is on parental leave. The Hospital will register these benefits with the Unemployment Benefit Plan.
- (h) Subject to any changes to the employee's status which would have occurred had they not been on parental leave, the employee shall be reinstated to their former duties, on the same shift in the same department, and at the same rate of pay.

12.08 Education Leave

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

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

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

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

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

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

12.09 Pre-Paid Leave Plan

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

- (a) The plan is available to employees wishing to spread four (4) years' salary over a five (5) year period, in accordance with Part LXVIII of the Income Tax Regulations, Section 6801, to enable them to take a one (1) year leave of absence following the four (4) years of salary deferral.
- (b) The employee must make written application to the Hospital at least six (6) months prior to the intended commencement date of the program (i.e. the salary deferral portion), stating the intended purpose of the leave.
- (c) The number of employees that may be absent at any one time shall be determined between the local parties. The year for purposes of the program shall be September 1 of one year to August 31 the following year or such other twelve (12) month period as may be agreed upon by the employee, the local Union and the Hospital.
- (d) Where there are more applications than spaces allotted, seniority shall govern.
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.
- (e) The manner in which the deferred salary is held shall be at the discretion of the Hospital.
- (f) 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.

- (g) 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.
- (h) 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.
- (i) 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.
- (j) 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.
- (k) The employee will be reinstated to their former position unless the position has been discontinued, in which case the employee shall be given a comparable job.
- (l) 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:
 - a. A statement that the employee is entering the pre-paid leave program in accordance with this Article of the collective agreement.

- b. The period of salary deferral and the period for which the leave is requested.
- c. The manner in which the deferred salary is to be held.

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

12.10 Medical Care and Emergency Leave

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

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

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

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

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

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

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

12.11 Compassionate Care Leave

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

ARTICLE 13 – SICK LEAVE, INJURY AND DISABILITY

13.01 HOODIP

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

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

The Hospital will pay 75% of the billed premium towards coverage of eligible employees under the long-term disability portion of the Plan (HOODIP or an equivalent plan as described in the August, 1992 booklet (Part B)), the employee paying the balance of the billed premium through payroll deduction. For the purpose of transfer to the short-term portion of the

disability program, employees on the payroll as of the effective date of the transfer with three (3) months or more of service shall be deemed to have three (3) months of service. For the purpose of transfer to the long-term portion of the disability program, employees on the active payroll as of the effective date of the transfer with one (1) year or more of service shall be deemed to have one (1) year of service.

- (b) Effective the first of the month following the transfer all existing sick leave plans in the affected Hospitals shall be terminated and any provisions relating to such plans shall be null and void under the respective Collective Agreements except as to those provisions relating to pay-out of unused sick leave benefits which are specifically dealt with hereinafter.
- (c) Existing sick leave credits for each employee shall be converted to a sick leave bank to the credit of the employee. The "sick leave bank" shall be utilized to:
 - (1) supplement payment for lost straight time wages on sick leave days under the new program which would otherwise be at less than full wages or no wages and,
 - (2) where a pay-out provision existed under the former sick leave plan in the Collective Agreement, pay-out on termination of employment shall be that portion of any unused sick leave days under the former conditions relating to pay-out,
 - (3) where, as of the effective date of transfer, an employee does not have the required service to qualify for pay-out on termination, their existing sick leave credits as of that date shall nevertheless be converted to a sick leave bank in accordance with the foregoing and they shall be entitled, on termination, to that portion of any unused sick leave days providing they subsequently achieve the necessary service to qualify them for pay-out under the conditions relating to such pay-out.
 - (4) an employee who, as of the effective date of transfer, has accumulated sick leave credits and is prevented from working for the Hospital on account of an occupational illness or accident that is recognized by the Workplace Safety & Insurance Board as compensable within the meaning of the *Workplace Safety & Insurance Act*, the Hospital, on application from the employee will supplement the award made by the Workplace Safety & Insurance Board for loss of wages to the employee by such amount that the award of the Workplace Safety & Insurance Board for loss of wages, together with the supplementation of the Hospital, will equal 100% of

the employee's net earnings, to the limit of the employee's accumulated sick leave credits.

- (d) There shall be no pay deduction from an employee's regular scheduled shift when an employee has completed any portion of the shift prior to going on sick leave benefits or WSIB benefits.
- (e) The Hospital further agrees to pay employees an amount equal to any loss of benefits under HOODIP for the first two (2) days of the fourth and subsequent period of absence in any calendar year.
- (f) Any dispute which may arise concerning an employee's entitlement to any benefits referred to in Article 13.01, including HOODIP and equivalents, may be subject to the grievance and arbitration under the provisions of this collective agreement.

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

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

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

13.02 Injury Pay

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

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

An employee who is absent from work as a result of an illness or injury sustained at work and who has been awaiting approval of claim for WSIB benefits for a period longer than one complete shift may apply to the Hospital for payment equivalent to the lesser of the benefit they would receive from WSIB benefits if their claim was approved, or the benefit to which they would be entitled under the short term sick leave plan. Payment will be provided only if the employee provides evidence of disability satisfactory to the Hospital and a written undertaking satisfactory to the Hospital that any payments will be refunded to the Hospital following final determination of the claim by the Workplace Safety & Insurance Board. If the claim for WSIB benefits is not approved, the monies paid as an advance will be applied towards the benefits to which the employee would be entitled under the short-term sick leave plan. Any payment under this provision will continue for a maximum of fifteen (15) weeks.

ARTICLE 14 – HOURS OF WORK

14.01 Daily & Weekly Hours of Work

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

14.02 A) Rest Periods

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

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

14.02 B) Rest Periods (Part-Time)

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

Part-time employees shall be entitled to a paid rest period of fifteen (15) minutes for each three and three-quarter (3 ¾) hours of work.

14.03 Additional Rest Periods

When an employee performs authorized overtime work of at least three (3) hours

duration, the Hospital will schedule a rest period of fifteen (15) minutes duration.

14.04 Extended Tours

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

14.05 Job Sharing

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

ARTICLE 15 – PREMIUM PAYMENT

15.01 Definition of Regular Straight Time Rate of Pay

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

15.02 Definition of Overtime

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

be paid for at the rate of time and one-half of the employee's regular straight time rate of pay.

15.03 Overtime Premium and No Pyramiding

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

Where an employee is required to work additional overtime contiguous to an overtime shift within a twenty-four (24) hour period, the employee will be compensated at the rate of double time their straight time hourly rate for all additional contiguous overtime hours worked.

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

15.04 Time Off In Lieu Of Overtime

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

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

15.05 Reporting Pay

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

15.06 Call-Back

Where employees are called back to work after having completed a regular shift, and prior to the commencement of their next regular shift, they shall receive a minimum of four (4) hours of work, or four (4) hours pay at the rate of time and one-

half (1-1/2) times their regular hourly earnings. Superior provisions shall remain.

Effective June 13, 2023, where employees are called back to work after having completed a regular shift, and prior to the commencement of their next regular shift, they shall receive a minimum of four (4) hours of work or four (4) hours of pay at the rate of two (2) times their regular hourly earnings. Superior provisions shall remain.

15.07 Standby

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

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

15.08 Temporary Transfer

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

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

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

15.09 Shift and Weekend Premium

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

Effective June 13, 2023, employees shall be paid a shift premium of two dollars and twenty-six cents (\$2.26) per hour for all hours worked where the majority of their scheduled hours fall between 1500 and 0700 hours.

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

Effective June 13, 2023, two dollars and seventy-seven cents (\$2.77) per hour will be paid as weekend premium for all hours worked between 2400 hours Friday and 2400 hours Sunday, or such other 48-hour period as may be agreed upon by the local parties.

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

15.10 Charge Nurse Premium

Effective November 3, 2022:

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

ARTICLE 16 – HOLIDAYS

16.01 Number of Holidays

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

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

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

16.02 Definition of Holiday Pay and Qualifiers

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

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

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

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

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

16.03 A) Payment for Working on A Holiday

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

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

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

16.03 B) Payment for Working on A Holiday

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

The holidays listed in the part-time Local Appendix – Article K.1 for the

purposes of Article 16.03(b) shall be the same holidays as are listed in the full-time Local Provisions Appendix.

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

16.04 Payment for Working Overtime on A Holiday

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

ARTICLE 17 – VACATIONS

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

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

Subject to any superior conditions:

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

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

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

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

Subject to any superior conditions:

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

Progression on Vacation Schedule (Part-Time)

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

17.02 Work During Vacation

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

17.03 Illness During Vacation

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

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

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

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

17.04 Bereavement During Vacation

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

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

ARTICLE 18 – HEALTH & WELFARE

18.01 Insured Benefits

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

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

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

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

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

Subject to superior conditions services of a chiropractor and or a licensed or

registered physiotherapist will be covered up to an annual maximum of \$375 for each service.

Effective June 13, 2023, subject to superior conditions, services of a licensed or registered massage therapist will be covered up to an annual maximum of \$375.

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

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

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

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

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

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

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

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

18.02 Change of Carrier

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

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

18.03 Pension

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

All present employees enrolled in the Hospital's pension plan shall maintain their enrolment in the plan subject to its terms and conditions. New employees and employees not yet eligible for membership in the plan shall, as a condition of employment, enroll in the plan when eligible in accordance with its terms and conditions.

18.04 Benefits for Part-Time Employees

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

A part-time employee shall receive in lieu of all fringe benefits (being those benefits

to an employee, paid in whole or part by the Hospital, as part of direct compensation or otherwise, including holiday pay, save and except salary, vacation pay, standby pay, call back pay, reporting pay, responsibility allowance, jury and witness duty, bereavement pay, and maternity supplemental unemployment benefits) an amount equal to 14% of their regular straight time hourly rate for all straight time hours paid.

18.05 Union Education

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

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

ARTICLE 19 – HEALTH & SAFETY

19.01 Protective Footwear

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

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

19.02 Infectious Diseases

- a) The employer shall take every precaution reasonable in the circumstances for the protection of a worker. [*Occupational Health and Safety Act, s. 25 (2)(h)*].
- b) When faced with occupational health and safety decisions, the Hospital will not await full scientific or absolute certainty before taking reasonable action(s)

including but not limited to, providing readily accessible personal protective equipment that reduces risk and protects employees.

- c) Hospitals will ensure adequate stocks of the N95 respirator or equivalent or better (or such other personal protective equipment as the parties may in

- writing agree) to be made available to bargaining unit members at short notice in the event that there are reasonable indications of the emergence of a pandemic, epidemic or outbreak of an infectious disease in the community served by the Hospital.
- d) A worker who is required by their employer to wear or use any protective clothing, equipment or device shall be instructed and trained in its care, use and limitations before wearing or using it for the first time and at regular intervals thereafter and the worker shall participate in such instruction and training. Personal protective equipment that is to be provided, worn or used shall, be properly used and maintained, be a proper fit, be inspected for damage or deterioration and be stored in a convenient, clean and sanitary location when not in use. [*O. Reg. 67/93 – Health Care*].
 - e) The Hospital agrees to cooperate in providing necessary information and management support to enable the Joint Health and Safety Committee to fulfil its functions. In addition, the Hospital will provide the Committee with access to the Hospital's pandemic plan and related risk assessment, all accident reports, health and safety records, notifications of exposure to an infectious or contagious disease, and any other pertinent information in its possession. The Hospital will also provide the Committee with reports on fit testing compliance annually and personal protective equipment inventory on a quarterly basis. The Committee shall respect the confidentiality of the information.
 - f) Pregnant employees may request to be temporarily transferred from their current duties if, in the professional opinion of the employee's physician a risk to the pregnancy and/or unborn child is identified. If a temporary transfer is not feasible, the employee will be granted an unpaid leave of absence before the commencement of the pregnancy leave.

a. Violence

The hospital and the union agree that they have a shared goal of a workplace free of violence.

“Workplace violence” means,

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

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

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

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

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

b. Influenza Vaccination

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

- (a) Hospitals recognize that employees have the right to refuse any recommended or required vaccination.
- (b) If an employee refuses to take the recommended or required vaccine required under this provision, they will be reassigned during the outbreak

period, unless reassignment is not possible, in which case they will be placed on unpaid leave. If an employee is placed on unpaid leave, they can use banked lieu time or vacation credits in order to keep their pay whole. It is further agreed that any such reassignment will not adversely impact the scheduled hours of other employees.

- (c) If an employee refuses to take the recommended or required vaccine because it is medically contra-indicated, and where a medical certificate is provided to this effect, they will be reassigned during the outbreak period, unless reassignment is not possible, in which case the employee will be placed on paid leave. It is further agreed that any such reassignment will not adversely impact the scheduled hours of other employees.
- (d) If an employee gets sick as a result of the vaccination, and applies for WSIB, the Hospital will not oppose the claim.
- (e) If the full cost of such medication is not covered by some other source, the Hospital will pay the full or incremental cost for the vaccine and will endeavour to offer vaccinations during an employee's working hours. In addition, employees will be provided with information, including risks and side effects, regarding the vaccine.
- (f) This article shall be interpreted in a manner consistent with the *Ontario Human Rights Code*.

ARTICLE 20 – COMPENSATION

20.01 A) Job Classification

When a new classification (which is covered by the terms of this collective agreement) is established by the Hospital, the Hospital shall determine the rate of pay for such new classification and notify the local Union of the same. If the local Union challenges the rate, it shall have the right to request a meeting with the Hospital to endeavour to negotiate a mutually satisfactory rate. Such request will be made within ten (10) days after the receipt of notice from the Hospital of such new occupational classification and rate.

Any change mutually agreed to resulting from such meeting shall be retroactive to the date that notice of the new rate was given by the Hospital. If the parties are unable to agree, the dispute concerning the new rate may

be submitted to arbitration as provided in the Agreement within fifteen (15) days of such meeting. The decision of the Board of Arbitration (or Arbitrator as the case may be) shall be based on the relationship established by

comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classification.

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

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

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

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

20.01 B) Job Descriptions

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

20.02 Assignment of Duties from Another Classification

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

- (a) An employee who occupies a position which is revised in accordance with this article, and who is physically incapable of performing the revised position, will not be required to perform those additional duties which exceed

the employee's physical capabilities provided the employee's physician provides documentation to the Hospital of such limitation.

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

20.03 Promotion to a Higher Classification

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

20.04 Wages and Classification Premiums

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

20.05 Progression on the Wage Grid

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

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

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

ARTICLE 21 – FISCAL ADVISORY COMMITTEE

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

- (c) The Union's representative(s) will be included in the consultation and planning process from the early phases of the budget planning process, through representation on the Fiscal Advisory Committee or equivalent committee to its final stages of completion, to assist the Hospital in minimizing layoffs or job loss, and in developing labour adjustment strategies where necessary, and in otherwise minimizing adverse effects on CUPE-represented employees through program or service restructuring.
- (d) 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.
- (e) 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.
- (f) It is understood that employee time spent at FAC or equivalent committee meetings with the employer in pursuance of the above shall be deemed to be work time for which the employee shall be paid by the Hospital at their regular or premium rate as may be applicable.

ARTICLE 22 – APPRENTICESHIP COMMITTEE

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

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

ARTICLE 23 – DURATION

23.01 Term

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

23.02 Central Bargaining

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

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

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

LETTER OF UNDERSTANDING

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

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

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

LETTER OF UNDERSTANDING

RE: HOODIP

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

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

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

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

LETTER OF UNDERSTANDING

Re: Voluntary Part-time Benefits

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

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

LETTER OF UNDERSTANDING

RE: RPN Rates

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

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

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

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

MEMORANDUM OF AGREEMENT

Between:

The Participating Hospitals/OHA

- and -

The Ontario Council of Hospital Unions/CUPE

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

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

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

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

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

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

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

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

LETTER OF UNDERSTANDING

Re: Grievances Related to Article 3.02

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

LETTER OF UNDERSTANDING

RE: Workload Complaint Form

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

LETTER OF UNDERSTANDING

RE: Commitment to Equity, Diversity, and Inclusivity

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

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

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

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

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

APPENDIX OF LOCAL ISSUES

ARTICLE A – RECOGNITION CLAUSE

A.1 The Office and Clerical Bargaining Unit

The Hospital recognizes the Canadian Union of Public Employees and its Local 6364 as the bargaining agent for all office and clerical employees employed by Uxbridge Cottage Hospital, a site of Markham Stouffville Hospital, save and except supervisors, persons above the rank of supervisor, departmental administrative assistants, administrative secretaries, financial analysts, persons employed in the Human Resource Department (including the payroll officers and assistants), Information Systems Department, and students employed during the school vacation period or as part of an educational program;

A.2 The Service Bargaining Unit

The Hospital recognizes the Canadian Union of Public Employees and its Local 6364 as the bargaining agent for all service, trades and maintenance employees employed by Uxbridge Cottage Hospital, a site of Markham Stouffville Hospital, save and except supervisors, persons above the rank of supervisor, medical, paramedical, office and clerical, registered and graduate nursing staff, persons in the Human Resource and Information Systems Departments and students employed during the school vacation period or as part of an educational program.

ARTICLE B – RELATIONSHIP (Full-time and Part-time)

- B.1 All employees of the employer covered by the terms of this agreement shall, as a condition of employment pay union dues, whether members or non-members.

ARTICLE C – UNION SECURITY (Full-time and Part-time)

- C.1 The employer agrees to deduct from the pay of each employee covered by this agreement, the monthly dues as set from time to time by the Union. Deductions shall be made from each pay period and shall be forwarded to the Secretary-Treasurer of the Union no later than the 15th of the month following deduction together with a list of employees and the amount deducted from each employee and whether full-time or part-time, as well as name, classification and unit.

ARTICLE D – RESERVATION OF MANAGEMENT RIGHTS (Full-time & Part-time)

D.1 Management Rights and Functions:

The Union recognizes that the Management of the Employer and the direction of the working force are fixed exclusively by the Employer and shall remain solely with the Employer except as specifically limited by the express provisions of the agreement without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:

- a) maintain order, discipline and efficiency.
- b) hire, discharge, direct, classify, transfer, promote, demote, assign employees to shifts, lay-off and suspend or otherwise discipline employees for cause provided that a claim of discriminatory classification, promotion, demotion, or transfer or a claim that an employee has been unjustly discharged or disciplined may be the subject of a grievance and dealt with in accordance with the grievance procedure.
- c) establish and enforce rules and regulations, policies and practices to be observed by employees, provided that they are not unreasonable nor are inconsistent with the provisions of this agreement.
- d) generally, to manage and operate the Employer in all respects in accordance with its obligations and without restricting the generality of the foregoing to determine the kinds and locations of machines, equipment to be used, the allocation and number of employees required from time to time, the standards of performance for all employees and all other matters concerning the Employer's operations not otherwise specifically dealt with elsewhere in the agreement.

It is agreed that these rights shall be exercised in a fair manner not inconsistent with the express provisions of this agreement.

ARTICLE E – UNION REPRESENTATION (Full-time & Part-time)

- E.1 In accordance with Article 6:03 the Hospital agrees to recognize a Negotiating Committee of not more than three (3) employees plus the local president representing both the Service and Clerical (FT&PT) units.
- E.2 Notwithstanding the above, should the president of Local 6364 not be a member of the bargaining unit, the president may be one of the members of the Negotiating Committee.
- E.3 The Employer agrees that all correspondence, except as otherwise provided for

in this agreement, between the parties hereto, arising out of this agreement or incidental thereto, shall pass to and from the Director of Human Resources or their appointee and the Vice President of the site.

The Union agrees to keep the Employer advised in writing as to the names of the persons acting on their behalf as stewards, negotiating committee and grievance committee.

- E.4 In order to provide an orderly and speedy procedure for the disposal of grievances, the Employer acknowledges the right of the union to appoint or elect stewards whose duties shall be to assist any employee which the steward represents in presenting a grievance in accordance with the grievance procedure.

The Union shall notify the employer, in writing, of the name of each steward and the department(s) he represents before the Employer shall be required to recognize them.

- E.5 Further, the employer will recognize the 1st Vice President whose duties shall be to act in the absence of the President of the local and the union shall notify the employer of the name of the 1st Vice President.

- E.6 The employer acknowledges the right of the union to appoint or otherwise select a Grievance Committee of not more than three (3) employees plus the President representing both Service and Clerical (FT & PT) units. When regular members are unable to act, the Union may appoint alternate members of the bargaining unit provided the Director of Human Resources is advised.

- E.7 It is mutually agreed that an employee will not be eligible to serve as a steward or member of a committee until his name has been placed on the seniority list.

- E.8 The parties agree to endeavour to provide a copy of the Collective Agreement to all union members within one hundred and twenty (120) days following local issues ratification or issuance of interest arbitration award. Cost to print the Collective Agreement will be shared between the union and the employer.

- E.9 Attending Union Business on a Scheduled Day Off

Employees attending Union Business in accordance with Article 12.02 on a scheduled day off may request to take another unpaid day off in lieu within the same pay period on a day mutually agreed between the employee and the manager, provided the day was compensated as Union Leave.

ARTICLE F– SENIORITY (Full-time only)

- F.1 Employees covered by this agreement who have completed their probationary

period, shall have their name placed on the seniority list. The classification and department for each employee shall be included on the seniority list.

- F.2 The list will be issued to be effective the pay ending including April 1st and October 1st of each year. A copy will be filed electronically with the union and President and a copy posted on each bulletin board so used. Each department with employees on the list will place a copy of the new list in a location that is accessible to the staff.

During the thirty (30) calendar days following posting of the seniority list, any employee who wishes to challenge the accuracy of the list may do so during the thirty (30) day period, after which the seniority list will be deemed to be accurate and not subject to further challenge.

- F.3 For the purpose of Article 9.06 and 9.07 the effective date of the provision will be June 4, 1996.

ARTICLE G – SENIORITY (Part-Time Only)

- G.1 A separate and distinct seniority list will be established for regular part-time and casual part-time employees. The classification and department for each employee shall be included on the seniority list.
- G.2 For the purpose of Article 9.06, the effective date for the provision will be June 4, 1996.
- G.3 The Hospital shall provide to the Union, a list of part-time employees including the total number of hours worked by such employees. Such list will be provided in accordance with the schedule set out in Article F.2.

As per Article 9.02, the year to determine seniority for part time will be April 1st to March 31st.

During the thirty (30) calendar days following posting of the seniority list, any employee who wishes to challenge the accuracy of the list may do so during the thirty (30) day period, after which the seniority list will be deemed to be accurate and not subject to further challenge.

- G.4 The Hospital shall provide, a list of all temporary employees (including their classification and start date). Such list will be provided in accordance with the schedule set out in Article F.2.

ARTICLE H – ABSENCE (Full-Time and Part-Time)

- H.1 Employees unable to report for work for all or part of a scheduled shift shall make

every reasonable effort to notify their immediate supervisor, or an alternate designated by the supervisor, as soon as possible. Minimum notice of at least three (3) hours prior to the commencement of an afternoon or night shall be required, and one (1) hour shall be required for a day shift or as directed by the department. At the time such notice is given, the employee should indicate, in general terms, the reason for the absence, that is, whether due to illness, accident, bereavement, etc.

- H.2 Employees available to return to work following an absence are required to give adequate notice so that replacements may be cancelled with proper notice. Employees are required to notify their supervisor or alternate designated of their availability to return to work in accordance with the following:

Three days notice prior to the anticipated return date in the case of absences of two weeks or greater or, for the absences of shorter duration.

- no later than 1500 hours of the day immediately preceding the day they are available to return for a scheduled day shift.
- no later than 1000 hours of the day they are available to return for a scheduled evening shift or night shift.

When an employee fails to provide notification of availability to return to work in accordance with the above, the Hospital may, depending on the circumstances, deny the employee permission to return and record the employee absent without pay until adequate notice has been provided.

ARTICLE J – SCHEDULING (Full-time Only)

- J.1
- a) Work schedules will be posted at least four (4) weeks in advance of a six (6) week period where applicable with a beginning and end date. No individual changes may be made without the consent of the employee(s) involved.
 - b) All full-time employees must have a master rotation.
 - c) The Parties agree that the Labour Management Committee shall review and discuss the master rotations to ensure compliance with the collective agreement.
 - d) Additional shifts, before the schedule is posted, shall be offered to full-time staff with less than thirty-seven and one half (37.5) hours per week prior to regular part-time or casual staff provided that doing so shall not result in overtime payment.
 - e) Employees may propose not more frequently than once every twelve (12) months master rotations. Such schedule must satisfy the provisions of the

CUPE Collective Agreement. The schedule must be acceptable to eighty (80) percent of the full-time staff involved. An acceptable schedule shall be implemented as soon as practicable for a trial period of not less than six (6) months.

- f) In the event an employee requests assignment to a specific shift/hours the request may be granted but only for such period as is practicable having regard to staffing requirements.
 - g) Where present schedules provide for a greater number of weekends off work, the employer will make every effort to maintain such schedules.
- J.2 Where an employee is required to work shift, the employer will endeavour to provide an employee in a position having a three-shift rotation, the opportunity to select two (2) preferred shifts, where possible, giving consideration to seniority.
- J.3 The Parties agree that there should not be less than sixteen (16) hours off between shifts. Shifts scheduled at the time the schedule is posted (as per J.1) will be subject to a premium penalty of time and one-half for the following shift.
- Additional hours that arise after the schedule is posted (as per J.1) which result in less than sixteen (16) hours off between shifts may be worked with mutual consent but will not trigger the above premium penalty.
- J.4 The employer will not schedule more than six (6) consecutive days of work for any one employee without their consent. The seventh (7th) shift, if scheduled, shall be paid at time and one half (1½). In any successive two (2) week period, at least two (2) consecutive days off will be scheduled unless the employee requests otherwise in writing.
- J.5 The Employer will schedule three (3) weekends off in six (6). An employee will receive time and one-half (1-1/2) for all hours worked on a third consecutive and subsequent weekends if scheduled to work a third and subsequent weekend until the employee is scheduled a weekend off. If after a schedule is posted, an employee is called in to work a third weekend, the employee will receive time and one-half (1-1/2) for all hours worked only on that third consecutive weekend. Exceptions are when:
- 1. such weekend has been worked by the employee to satisfy specific days off requested by such employees.
 - 2. such employee has requested week-end work or
 - 3. such weekend is worked as a result of an exchange of shifts with another employee.
- J.6 Where an employee is scheduled off on a weekend adjacent to a statutory holiday, be it a Monday or Friday, the employer will endeavor to schedule such holiday off subject to operational needs.

Where a need exists, a full-time employee who is scheduled to work on the weekend adjacent to a statutory holiday shall be scheduled to work on the statutory holiday.

An employee who qualifies to receive a lieu day in accordance with Article 16 may request the date (within ninety (90) days after the holiday) to be scheduled.

This provision shall not apply where full-time employees are not customarily scheduled to work holidays.

J.7 The Hospital agrees to schedule working hours such that each shift shall be an unbroken period except for the normal meal period.

J.8 Shift Exchanges and Requested Leaves

a) Once the schedule is posted, shift exchanges between employees within the same classification and work area may be allowed providing that such a request is submitted in writing to the Employer for approval in advance of exchange.

b) The immediate supervisor, or designate, will endeavour to reply to an employee's request for a shift exchange within seventy-two (72) hours following receipt of such request. An exchange of shifts shall not result in premium payment that would otherwise not be payable.

c) Once the schedule is posted, requested leaves may be approved provided that the employee's request has been made in writing and received by the Employer at least seven (7) days in advance. The Employer's approval shall not be unreasonably withheld. The shifts granted as requested leaves shall be returned to the Employer for the purposes of distribution pursuant to Article J.23.

J.9 Extra hours not constituting a full shift (less than 4 hours) may be assigned to part-time employees already at work so as not to trigger overtime payment, however, the provisions of article 15.02 will apply to hours worked in excess of seven and one-half (7.5) hours per day.

It is understood that overtime hours not constituting a full shift (less than 4 hours) will be first offered to full-time employees. Overtime hours not constituting a full shift will be offered in order of seniority to full-time employees of the same classification, within the work area, at work and able to perform the duties.

J.10 Such assignment of overtime hours will not result in the payment of a scheduling penalty not otherwise payable.

J.11 Employees who are required to work more than three (3) hours overtime on the same day they have worked a complete regular or extended tour, shall be entitled to a ten dollar (\$10.00) meal allowance to be paid on their pay cheque for the pay period during which the tour is worked.

J.12 Christmas Scheduling

A Christmas/New Year's scheduling request list shall be posted by September 15th and employees shall indicate their preferences by October 15th each year. If an employee requests and the Hospital agrees, the employee may work both holidays. If there are several employees who request to work both, then an equivalent number of employees may be granted both Christmas and New Year's off, if requested by October 15th and seniority shall be the determining factor. To forgo five (5) consecutive days off, a written request must be submitted in writing not later than October 15th.

The Hospital will endeavor, subject to the operational needs of the Hospital, to schedule time off for employees for not less than five (5) consecutive days at either Christmas or New Years. If more days are possible beyond the five (5) days such days will be granted. The employee must have the vacation time or lieu time to receive this additional time off. It is understood that scheduling regulations will not apply to the extent necessary during December 15th and January 10th to accommodate five (5) consecutive days off for employees.

The Employer will endeavour to post the Christmas schedules by November 15th.

J.13 Scheduling Christmas Eve and New Year's Eve

Scheduled consecutive days off at Christmas will include December 24th, 25th, and 26th. Consecutive days off at New Year's will include December 31st and January 1st.

J.14 Employees will be scheduled off on either Christmas or New Year's on an alternating yearly basis.

ARTICLE J – SCHEDULING (Part-Time Only)

J.15 The Employer will not schedule the employee for more than four (4) weekends out of six (6). An employee will receive time and one-half (1-1/2) for all hours worked on a third (3rd) consecutive and subsequent weekends if scheduled to work a third (3rd) and subsequent weekend until the employee is scheduled a weekend off. If after a schedule is posted, an employee is called in to work a third (3rd) weekend, the employee will receive time and one-half (1-1/2) for all hours worked only on that third (3rd) consecutive weekend.

Exceptions are when:

- 1) such weekend has been worked by the employee to satisfy specific days off requested by such employees.
- 2) such employee has requested week-end work or

- 3) such weekend is worked as a result of an exchange of shifts with another employee.

The Employer will not schedule more than six (6) consecutive days of work for any one employee without their consent. The seventh (7th) shift, if scheduled, shall be paid at time and one half (1 ½).

J.16 Work schedules will be posted at least four (4) weeks in advance of a six (6) week period where applicable with a beginning and end date. No individual changes may be made without the consent of the employee(s) involved.

J.17 The Parties agree that there should not be less than sixteen (16) hours off between shifts. Shifts scheduled at the time the schedule is posted (as per J.16) will be subject to a premium penalty of time and one-half for the following shift.

Additional hours that arise after the schedule is posted (as per J.16) which result in less than sixteen (16) hours off between shifts may be worked with mutual consent but will not trigger the above premium penalty.

J.18 Shift Exchanges and Requested Leaves

a) Once the schedule is posted, shift exchanges between employees within the same classification and work area may be allowed provided that such a request is submitted in writing to the Employer for approval in advance of exchange.

b) The immediate supervisor or designate, will endeavour to reply to an employee's request for a shift exchange within seventy-two (72) hours following receipt of such request. An exchange of shifts shall not result in premium payment that would otherwise not be payable.

c) Once the schedule is posted, requested leaves may be approved provided that the employee's request has been made in writing and received by the Employer at least seven (7) days in advance. The Employer's approval shall not be unreasonably withheld. The shifts granted as requested leaves shall be returned to the Employer for purposes of distribution pursuant to Article J.23.

J.19 Pre-posting of Part-time Schedule

The part time schedule that is posted should provide for equitable distribution of all available hours ("equitable" does not mean "equal").

J.20 (a) Additional Shift Call-In Protocol

A call-in is defined as an additional shift which becomes available after the schedule is posted.

Part time will indicate their availability to work on specified days for each six (6) week period of the posted six (6) week schedule.

Additional shifts shall be offered to available employees so as not to trigger

overtime payment, by rotational seniority as follows:

- Full-time who are regularly scheduled less than thirty-seven and a half (37.5) hours at straight time from the work area
- Part-time and casual from within the work area
- Part-time from another classification within the work area
- At this point the employer may, due to the special needs of the work area, offer overtime to full-time or part-time employees within the work area before going outside the work area
- CUPE part-time in the classification from another work area
- CUPE part-time from another classification from another work area
- CUPE full-time from another work area at overtime

A shift will be deemed to be offered whenever a call or email are placed. Failure to make contact with the employee will result in the offer of the extra shift being made to the next senior employee able to perform the duties that has indicated their availability.

Should an employee be called in to work with less than two (2) hours notice prior to the commencement of a shift and arrive up to one (1) hour after the beginning of such shift, they shall receive full payment for the shift.

J. 20 (b) Shift Cancellation

Regular part-time employees will not have shifts cancelled with less than twenty-four (24) hours notice.

In the event notice is not given within twenty-four (24) hours of the scheduled shift, such employee will be paid the next shift worked at time and one-half (1- 1/2) their regular rate of pay.

If an employee's shift is cancelled after the schedule is posted, they will have the first opportunity to be called into work in the event that work is available within a twenty-four (24) hour period of being cancelled, providing this shift does not trigger any overtime hours or premium pay.

Shift cancellations will occur in reverse order of seniority commencing with casual employees, unless an employee has been scheduled to work overtime which is subsequently determined not to be required in which case the overtime shift will be cancelled.

J. 20 (c) Availability Guidelines Outside Work Area

Part time may indicate their availability to work additional hours outside of their work area, if qualified to perform the duties of the position, under the following conditions:

the above additional shift call-in procedure must be followed at all times

- 1) all terms and conditions of the CUPE Collective Agreement must be followed (i.e. overtime).

- 2) arrangements for additional shifts must be made through the staffing clerk/designate in the employee's home base (work area).
- 3) all hours booked/worked outside your work area must be updated on your schedule daily.

J.21 Christmas Scheduling

A Christmas/New Year's scheduling request list shall be posted by September 15th and employees shall indicate their preferences by October 15th each year. If an employee requests and the Hospital agrees, the employee may work both holidays. If there are several employees who request to work both, then an equivalent number of employees may be granted both Christmas and New Year's off, if requested by October 15th and seniority shall be the determining factor. To forgo four (4) consecutive days off, a written request must be submitted in writing not later than October 15th.

The Hospital will endeavor, subject to the operational needs of the Hospital, to schedule time off for employees for not less than four (4) consecutive days at either Christmas or New Years. If more days are possible beyond the four (4) days such days will be granted. The employee must have the vacation time or lieu time to receive this additional time off. It is understood that scheduling regulations will not apply to the extent necessary during December 15th and January 10th to accommodate four (4) consecutive days off for employees.

The Employer will endeavour to post the Christmas schedules by November 15th.

J.22 Scheduling Christmas Eve and New Years Eve

Scheduled consecutive days off at Christmas will include December 24th, 25th, and 26th. Consecutive days off at New Year's will include December 31st and January 1st.

J.23 Employees will be scheduled off on either Christmas or New Year's on an alternating yearly basis.

J.24 Employees who are required to work more than three (3) hours overtime on the same day they have worked a complete regular or extended tour, shall be entitled to a ten dollar (\$10.00) meal allowance to be paid on their pay cheque for the pay period during which the tour is worked.

J.25 Where a need exists after full-time employees have been scheduled, part-time employees scheduled to work the weekend adjacent to a statutory holiday, be it Monday or Friday, will also be scheduled to work the holiday, in order of seniority. It is understood that this is for scheduled shifts only and that any shift that comes available after the schedule is posted shall be distributed as per J.23.

J.26 Extended Tours (10 and 12 hour shifts)

The parties agree to implement extended and combination tours (10 and 12 hour

shifts and 8/10 and 8/12 hour shifts) pursuant to the following provisions:

1. Ten (10) Hour Shifts

- (a) A regular ten (10) hour shift shall be 9.375 consecutive hours in any twenty-four (24) hour period, exclusive of a total of thirty-seven and one-half (37 ½) minutes of unpaid mealtime.
- (b) Employees shall be entitled to paid relief periods during the shift of a total of thirty-seven and one-half (37 ½) minutes.
- (c) The Employer will provide for full-time employees only at least every second (2nd) weekend off.

If the employee is required to work on their scheduled weekend off, they will receive premium payment for one and one-half (1 ½) of their regular straight time hourly rate for all hours worked on that weekend between 2300 hours Friday and 2300 hours Sunday, and subsequent weekends until the employee is scheduled a weekend off. If after a schedule is posted, an employee is called in to work a third weekend, the employee will receive time and one-half (1 ½) for all hours worked only on that third consecutive weekend.

Exceptions are when:

- 1. such weekend has been worked by the employee to satisfy specific days off requested by such employee
 - 2. Such employee has requested weekend work or
 - 3. Such weekend is worked as a result of an exchange of shifts with another employee.
- (d) Overtime for the purposes of payment under article 15.02 shall become payable when the hours scheduled exceed two hundred and twenty-five (225) in a six (6) week scheduling period.

Overtime shall become payable when the hours worked in addition to scheduled hours exceed two hundred and twenty-five (225) in a six (6) week scheduling period. Such overtime shall become payable during the pay period in which the additional time is worked.

- (e) For employees working ten (10) hour shifts, overtime shall be paid at the rate of time and one-half (1 ½) the employee's regular straight time hourly rate for all work performed in excess of 9.375 hours in a twenty-four (24) hour period.

2. Twelve (12) Hour Shifts

- (a) A regular twelve (12) hour shift shall be eleven and one-quarter (11 ¼) consecutive hours in any twenty-four (24) hour period exclusive of a forty-

five (45) minute unpaid lunch period. The employee shall be entitled to paid relief periods during the shift for forty-five (45) minutes.

- (b) Not more than three (3) consecutive extended shifts shall be scheduled. When the Employer requires an employee to work a fourth (4th) consecutive shift, premium pay shall be paid for the fourth (4th) shift and subsequent consecutive shifts until a shift has been scheduled off.

Note: The twelve (12) hour schedule that requires a DDNN rotation once every six (6) weeks is excluded from the above premium payment requirement.

- (c) At least twelve (12) hours time off will be scheduled between shifts, and at least forty-eight (48) hours post night shift, unless mutually agreed otherwise. Failure to do so will result in premium pay for the shift.
- (d) The Employer will provide for full-time employees only at least every second (2nd) weekend off. If the employee is required to work on their scheduled weekend off, they will receive premium payment for one and one-half (1½) of their regular straight time hourly rate for all hours worked on that weekend between 1900 hours Friday and 1900 hours Sunday, and subsequent weekends until the employee is scheduled a weekend off. If after a schedule is posted, an employee is called in to work a third weekend, the employee will receive time and one-half (1½) for all hours worked only on that third consecutive weekend.

Exceptions are when:

1. Such weekend has been worked by the employee to satisfy specific days off requested by such employee
2. Such employee has requested weekend work or
3. Such weekend is worked as a result of an exchange of shifts with another employee.

- (e) Overtime for the purposes of payment under article 15.02 shall become payable when the hours scheduled exceed two hundred and twenty-five (225) in a six (6) week scheduling period.

Overtime shall become payable when the hours worked in addition to scheduled hours exceed two hundred and twenty-five (225) in a six (6) week scheduling period. Such overtime shall become payable during the pay period in which the additional time is worked.

3. Combination Tours (8/10 and 8/12 hour shifts)

- a) Not more than five (5) consecutive combination shifts shall be scheduled. When the employer requires an employee to work a sixth (6th) consecutive shift, premium pay shall be paid for the sixth (6th) shift and subsequent consecutive shifts until a shift has been scheduled off.

- b) At least twelve (12) hours time off will be scheduled between shifts, and at least forty-eight (48) hours post night shift, unless mutually agreed otherwise. Failure to do so will result in premium pay for the shift.
- c) The Employer will provide for full-time employees only at least every second (2nd) weekend off.

If the employee is required to work on their scheduled weekend off, they will receive premium payment for one and one-half (1½) of their regular straight time hourly rate for all hours worked on that weekend between 2300 hours Friday and 2300 hours Sunday for regular shifts, or between 1900 hours Friday and 1900 hours Sunday for extended shifts and subsequent weekends until the employee is scheduled a weekend off. If after a schedule is posted, an employee is called in to work a third weekend, the employee will receive time and one-half (1½) for all hours worked only on that third consecutive weekend.

Exceptions are when:

- i. Such weekend has been worked by the employee to satisfy specific days off requested by such employee.
 - ii. Such employee has requested weekend work; or
 - iii. Such weekend is worked as a result of an exchange of shifts with another employee.
- d) Overtime for the purposes of payment under article 15.02 shall become payable when the hours scheduled exceed two hundred and twenty-five (225) in a six (6) week scheduling period.

Overtime shall become payable when the hours worked in addition to scheduled hours exceed two hundred and twenty-five (225) in a six (6) week scheduling period. Such overtime shall become payable during the pay period in which the additional time is worked.

4. Commencement and Discontinuance of Extended and Combination Tours

- (a) Extended and combination tours shall be introduced into any unit when:
 - i) eighty percent (80%) of the employees in the unit so indicate by secret ballot after the employees view a draft schedule; and,
 - ii) the employer agrees to implement the extended or combination tour week. Such agreement shall not be unreasonably withheld.
 - iii) All proposed master schedules for extended and combination tours

shall be submitted to the local president, or designate, to review for the purpose of compliance with the collective agreement.

- iv) An initial test period shall run for six (6) months after which the employees will indicate by an eighty percent (80%) vote, by secret ballot of their willingness to continue with the agreement of the Manager.

Clarity note: if an employee elects not to vote, their vote will be deemed to be a “no” vote.

- (b) Extended and combination tours may be discontinued in any unit when:
 - i) fifty-one percent (51%) of the employees in the work area so indicate by secret ballot; or
 - ii) the employer because of:
 - a) adverse effects on patient care or on the efficient operation of the work area, or
 - b) inability to provide a workable staffing schedule, or
 - c) where the employer wishes to do so for reasons which are not unreasonable and states its intention to discontinue the extended and combination tour schedule.
 - iii) the union wishes to for reasons which are not unreasonable and states its intention to discontinue extended or combination tours.
- (c) when notice of discontinuance is given by either party in accordance with paragraph (b) above, then
 - i) the parties shall meet within two (2) weeks of the giving of notice to review the request for discontinuation; and
 - ii) where it is determined that the extended and combination tours will be discontinued, affected employees shall be given sixty (60) days notice before schedules are so amended.
- (d) In units of less than ten (10) employees, a seventy-five percent (75%) and fifty percent (50%) rule applies.

J.27 For purposes of the payment of the weekend premium payable under article 15.09, for 8-hour shifts the 48-hours period will be from 2300h Friday to 2300h Sunday. For 12-hour shifts, the 48-hour period will be from 1900h Friday to 1900h Sunday.

ARTICLE K – PAID HOLIDAYS (Full-time Only)

K.1 The following holidays shall be observed during the life of this agreement for the full-time employees covered by this agreement:

New Year's Day	Civic Holiday
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day (July 1 st)	Boxing Day

K.2 If a paid holiday falls within the employee's vacation period, he shall receive a compensatory day off in lieu of the holiday and will be compensated by receiving pay at straight time.

K.3 Full-Time and Part-Time

When a shift falls within a designated paid holiday referred to in K.1, the employee will be paid pursuant to article 16.03 for all the hours worked within the twenty-four (24) hour period of the paid holiday.

ARTICLE L – VACATION (Full-time and Part-Time)

L.1 Employees will indicate their vacation preference for the period of June 1st to November 30th by March 15th of each year. After this date, vacation for this period will be allocated on a first come basis. Vacations approved will be posted by April 15th. Approvals will be returned in writing or electronically by April 15th.

Employees will indicate their vacation preference for the period of December 1st to May 31st by the 1st day of October of each year. After this date, vacation for this period will be allocated on a first come basis. Vacations approved will be posted by November 1st. Approvals will be returned in writing or electronically by Nov 1st.

L.2 Employees shall be permitted to carry over two (2) week's vacation into the next year.

L.3 Employees may request vacation to start on any day of the week. Employees may use up to five (5) days as individual vacation days per annum.

L.4 Employees are permitted to schedule up to two (2) weeks for vacation purposes during July and August. Requests for more vacation time will not be unreasonably denied.

L.5 An employee who leaves the employ of the Hospital for any reason shall be entitled to receive any vacation pay which has accrued to them but not yet been taken to the date of their separation, it being understood and agreed that the employee will provide at least two (2) weeks' notice of termination.

L.6 (Part-time Only)

Vacation pay for part-time employees will be paid out each pay.

L.7 EMERGENCY VACATION LEAVE

The parties acknowledge that there may be an occasion where, due to an emergency situation, an employee may be unable to report to work as scheduled. In the event that this should occur, the following applies.

1. An employee may be allowed to request to use up to two (2) accumulated vacation days per calendar year, when an emergency situation prevents them from reporting to work as scheduled.
2. It is understood that the Employer shall be notified by the employee as soon as practicably possible, of their absence from work.
3. If so, requested by the Employer, an employee who has taken an emergency vacation day may be required to provide satisfactory proof of such emergency. If satisfactory proof is not provided, then the employee will not be paid for the day in question.

ARTICLE M – WORKING CONDITIONS (Part-time Only)

M.1 In the event an employee requests assignment to specific shift hours the request may be granted but only for such period as is practicable having regard to staffing requirements.

M.2 (Full-time and Part-time)

Employees who accept a temporary transfer will be returned to their original position and shift held at the time of transfer subject to the operational needs of the Hospital.

M.3 If the Employer makes a pay error on the employee's pay cheque of one (1) day's pay (7.5 hours or greater), the Hospital will make every reasonable effort to reimburse the employee within four (4) business days following the employee's request. All such requests must be submitted through the employee's department head or designate.

ARTICLE N – COMMUNICATIONS

- N.1 The Employer will establish a distribution list on the internal e-mail system for CUPE members exclusively.
- N.2 All new hires will be placed on the distribution list within fourteen (14) days.
- N.3 The employer will establish a distribution list on the internal e-mail system for the CUPE Executive and Chief Steward exclusively.

The Employer will provide the Local bargaining-unit Vice President with access to a fax machine, internet, voicemail and a mail slot in the mailroom at the Hospital.

N.4 Bulletin Boards

In accordance with current practice, the Hospital will provide bulletin boards at mutually agreed locations within the Hospital for the use of CUPE Local 6364.

- N.5 Every time the seniority list is posted, the Hospital shall provide the Site Vice President with an up-to-date list of members' names, address and telephone numbers save and except where a member notifies the Hospital, in writing, not to release the information.

ARTICLE O – UNIFORMS (Full-time and Part-time)

The Employer agrees to supply and launder scrubs for the CSR employees. Where the Employer is unable to provide uniforms, a uniform allowance will be provided to employees performing the following functions:

- RPN
- Environmental Service Workers
- Hospitality Associates
- Maintenance
- Cooks
- Dietary Aides
- Supply Site Attendant
- Rehabilitation Assistant

Effective June 30th, 2019, the allowance shall be one hundred and fifty dollars (\$150.00) per year for full-time employees and one hundred dollars (\$100.00) per year for part-time and casual employees, paid to employees by June 30th of each year.

The Employer will require employees performing the following functions to wear appropriate safety footwear and will be compensated as per Article 19.01:

1. Maintenance
2. Stores
3. Where required by the supervisor

ARTICLE P – GROUP LEADER (Full-time and Part-time)

P.1 Employees designated by the Hospital as a group leader/lead hand shall receive a premium of one dollar and twenty-five cents (\$1.25) per hour for each hour spent in the performance of duties of group leader/lead hand. When group leader/lead hand duties are performed for more than half of one shift, the premium shall be paid for the entire shift.

P.2 Student Supervision/Preceptorship

Nurses may be required, as part of their regular duties, to supervise activities of students in accordance with the current College of Nurses of Ontario *Practice Guidelines – Supporting Learners*. Nurses will be informed in writing of their responsibilities in relation to these students and will be provided with what the Hospital determines to be appropriate training. Any information that is provided to the Hospital by the educational institution with respect to skill level of the students will be made available to the nurse recruited to supervise the students. Upon request, the Hospital will review the nurse's workload with the nurse and the student to facilitate successful completion of the assignment. Where a nurse is assigned nursing student supervision duties, the Hospital will pay the nurse a premium of sixty cents (\$0.60) per hour for all hours spent supervising nursing students.

The Hospital will provide, three (3) times per annum prior to student placements, all RPNs an opportunity to indicate their interest in assuming the student supervision role.

ARTICLE Q – WORKERS' COMPENSATION (Full-time and Part-time)

Q.1 The Hospital will provide to an employee a copy of the Form 7 and any initial and subsequent objection(s) filed with respect to that employee's WSIB claim within three (3) days.

Q.2 The Employer shall provide to the Union monthly a list of all employees on LTD or WSIB.

ARTICLE R – HEALTH AND SAFETY (Full-time and Part-time)

R.1 a) It is a mutual interest of the parties to promote health and safety in workplaces and to prevent and reduce the occurrence of workplace injuries and occupational diseases. The parties agree to promote health and safety and wellness throughout the organization. The parties further agree that when faced with occupational health and safety decisions, the Hospital will not await full scientific certainty or absolute certainty before taking reasonable action(s) that reduces risk

and protects employees. The Hospital shall provide orientation and training in health and safety to new and current employees on an ongoing basis and employees shall attend required health and safety training sessions. Accordingly, the parties fully endorse the responsibilities of employer and employee under the *Occupational Health and Safety Act*, making particular reference to the following:

The employer shall take every precaution reasonable in the circumstances for the protection of a worker. [*Occupational Health and Safety Act*, s. 25(2)(h)]

- When the employer receives written recommendations from a health and safety representative, that employer shall respond in writing within twenty- one days. [*Occupational Health and Safety Act*, s. 8(12)]
- The employer's response shall contain a timetable for implementing the recommendations the employer agrees with and give reasons why the employer disagrees with any of the recommendations that the employer does not accept. [*Occupational Health and Safety Act*, s. 8(13)]
- The employer shall ensure that the equipment, materials and protective devices as prescribed are provided. [*Occupational Health and Safety Act*, s. ch25(1)(a)]
- Where the Hospital determines that there is a risk that employees may be exposed to infectious or communicable diseases (viral or bacterial), or blood borne pathogens, employees who may be so exposed will be provided with personal protective equipment reasonably necessary for the protection of the employee.
- The employee shall use or wear the equipment, protective devices or clothing that the employer requires to be used or worn. [*Occupational Health and Safety Act*, s. 28(1)(b)]
- The employee shall not use or operate any equipment, machine device or thing or work in a manner that may endanger himself, herself or any other worker. [*Occupational Health and Safety Act*, s. 28(2)(b)]
- A worker who is required by his or her employer to wear or use any protective clothing, equipment or device shall be instructed and trained in its care, use and limitations before wearing or using it for the first time and at regular intervals thereafter and the worker shall participate in such instruction and training. Personal protective equipment that is to be provided, worn or used shall, in accordance with the Ministry of Labour's legislation, regulation and policies, be properly used and maintained, be a proper fit, be inspected for damage or deterioration and be stored in a convenient, clean and sanitary location when not in use. [*O. Reg. 67/93 – Health Care*, s. 10 (1), (2)]

The union agrees to endeavor to obtain the full co-operation of its membership in the observation of all safety rules and practices.

b) Health and Safety Committee

- i) Recognizing its responsibilities under the applicable legislation, the Hospital agrees to accept as a member of its Joint Occupational Health and Safety Committee (JOHSC) at least one representative selected or appointed by the union from among bargaining unit employees.
- ii) At least one of the employees representing workers under the Occupational Health and Safety Act, who are trained to be certified workers as defined under the Act, shall be from CUPE. An employee accepting appointment to the Occupational Health and Safety Committee and who is provided Certified Worker training is expected to make a commitment to actively participate and fulfill responsibilities of such committee membership for a term of not less than two (2) years. Any costs associated with the training of a certified worker will be paid by the Hospital, it being understood that the requirement is for one (1) CUPE member trained as a certified member on the Joint Health and Safety Committee, representing both Service and Clerical bargaining units.
- iii) The Hospital agrees to co-operate reasonably in providing necessary information to enable the JOHSC to fulfill its functions. In addition, the Hospital will provide the Health and Safety Committee with access to all accident reports, health and safety records and other pertinent information in its possession. The Health and Safety Committee shall respect the confidentiality of the information.
- iv) The Hospital agrees to provide the employee and the Union representative on the Health and Safety Committee with a copy of the Workplace Safety Insurance Board Form 7 (absent the Social Insurance Number and Date of Birth) at the same time it is sent to WSIB.
- v) Meetings shall be held every second month or more frequently at the call of the chair if required. The JOHSC shall maintain minutes of all meetings and make the same available for review.
- vi) The JOHSC will make recommendations to promote health and safety in workplaces, including, but not limited to:
 - Violence in the Workplace (including verbal abuse)

- Musculoskeletal Injury Prevention
 - Needle Stick Injury Prevention
 - Employees who regularly work alone or who are isolated in the workplace
- vii) Any representative appointed or selected in accordance with (b) hereof shall serve for a term of one calendar year from the date of appointment which may be renewed for further periods of one year.
- viii) A member of a committee is entitled to:
- A) one hour or such longer period of time as the committee determines is necessary to prepare for each committee meeting.
 - B) such time as is necessary to attend meetings of the committee.
 - C) such time as is necessary to carry out inspections and investigations under subsection 9 (26), 9 (27), and 9 (31) of the *Act*. [*Occupational Health and Safety Act*, Sec. 9 (34)].
 - D) a member of a committee shall be deemed to be at work during the times described above and the Hospital shall pay the member for those times at the member's regular or premium rate as may be proper. [*Occupational Health and Safety Act*, Sec. 9(35)]
- ix) Pregnant employees may request to be transferred from their current duties if, in the professional opinion of the employee's physician, the pregnancy may be at risk. If such a transfer is not feasible, the pregnant employee, if they request, will be granted an unpaid leave of absence before commencement of the maternity leave referred to in Article 12.06.
- x) Where the Hospital identifies high risk areas where employees are exposed to infectious or communicable diseases for which there are available protective medications, such medications shall be provided at no cost to the employee.

R.2 The Hospital and the Union agree to comply with all the provisions of the Industrial Safety Act and the Operating Engineers' Act. Safety problems will be brought to the attention of the employer and the union and if not remedied within five (5) working days by either party they may be taken up as a grievance.

- R.3 The Hospital will inform the Union within three (3) working days of any employee who has been subjected to violence while performing their work. Such information shall be submitted to the Union in writing as soon as possible.

ARTICLE S – MODIFIED WORK COMMITTEE (Full-time and Part-time)

- S.1 The Hospital and the Union agree that an employee who has sustained a psychological or physical injury should be returned to work as quickly as possible. In order to assist with the process, the Hospital and the Union agree as follows.
- a) An ad-hoc Return to Work Committee will be established when required to develop a return to work plan. Such committee will normally be comprised of the employee, a Union representative, an Occupational Health representative and the employee's Manager. A Union representative who is required to attend a return to work meeting on a scheduled day off will receive pay at straight time for hours spent attending the return to work meeting.
 - b) A disabled employee who has obtained medical clearance from their treating physician to return to work will provide the Hospital with this verification of their ability to return to work including information regarding any restrictions.
 - c) When a returning employee is in need of modified work the Hospital will consult with the Union and the Parties shall decide whether a meeting of an ad-hoc Return to Work Committee is necessary. It is acknowledged that not all requests for modified work shall necessitate meeting(s) of a committee. When required, the Committee will meet as soon as practicable to develop and recommend a return to work plan.
 - d) In developing a return to work plan, the Committee will:
 - i) review the restrictions placed on the employee's ability to return to work.
 - ii) determine whether the existing job can be modified to meet the employee's needs. If this is not possible, the Committee will discuss whether a suitable vacant position exists elsewhere.
 - iii) consult with the employee concerned, as deemed necessary; and,
 - iv) review the progress of employees on modified work as required.
 - e) Alternative Placements
 - i) Before posting, all potential vacancies will be examined to determine if they can be used to accommodate a disabled employee who requires accommodation.

- ii) The Union may agree to waive the job posting provisions when a suitable bargaining unit position becomes available for which the disabled employee is qualified.
- iii) When the Parties agree to a permanent accommodation whether or not a job posting is waived, and whether or not the position is inside the bargaining unit, the Parties will sign an agreement containing the details of the accommodation.
- f) In the event the parties are not able to agree on any aspect of the implementation of the return to work protocol described above, or the resultant plan, it is the parties understanding that each party is entitled to exercise their rights under article 7.

S.2 Where the parties hereto agree that an employee may transfer from one CUPE bargaining unit of Local 6364 to another under “Duty to Accommodate”, such employee shall carry with them their full seniority and service earned while in the former CUPE bargaining unit.

S.3 Return to Work Program

In cases of short-term disability due to an injury at work or non-occupational illness or injury, where there is not safe and suitable work within the employee’s department, the employee may be assigned temporarily to a different department. The Employer will make every effort to have work assigned at their home site location whenever possible and if none is available, then the job to which the employee is assigned shall be located at a nearby site to perform duties that meet their medical restrictions.

ARTICLE T – PERFORMANCE REVIEW

The employer will advise the employee in regard to evaluations the following rights:

- a) that employees be advised a week in advance of the performance review meeting and
- b) provide the employee with the opportunity to take a copy and consider the performance review before adding their own comments to the document.
- c) it is agreed that the performance review will be done on scheduled work time.

ARTICLE U – AUTOMOBILE ALLOWANCE

U.1 Where prior to the end of their previous shift the employee is requested by the Employer to go to another site to perform the duties of their classification for the

next shift:

- a) the Employer will provide the method of transportation, or
- b) the employee who uses their own vehicle will receive mileage between the sites from the Employer at the rate of 40 cents (\$0.40) per kilometer or at the Corporation rate, whichever is higher.

U.2 Where after commencing their shift, the employee is requested by the Employer to go to another site to perform the duties of their classification:

- a) the Employer will provide the method of transportation and travel time, or
- b) the employee who uses their own vehicle will receive travel time and mileage between the sites from the Employer at the rate of 40 cents (\$0.40) per kilometer or at the Corporation rate, whichever is higher.

U.3 At any time, an employee is required by the Hospital to go to another site for purposes of training or committee participation:

- a) The Employer will provide the method of transportation, or
- b) The employee who uses their own vehicle will receive mileage between sites from the Employer at the rate of 40 cents (\$0.40) per kilometer or at the Corporation rate, whichever is higher.

U.4 When a bargaining unit member is called in and is required to travel to the Hospital and/or return home between the hours of their scheduled shifts, or at any time on Standby, the Hospital will pay transportation costs either by taxi or by the employee's own vehicle at the Corporate rate, to a maximum of twenty dollars (\$20.00) per trip in each direction.

U.5 Parking

- a) The parties agree that the Employer is responsible for establishing and resetting parking rates and that the Union will be notified of any increases to parking fees.
- b) The Employer agrees to continue to provide designated on-site parking on the evening and night shifts in a well-lit area.

ARTICLE W – NURSING SKILLS (Full-time and Part-time)

W.1 Nursing Skills (Full-time and Part-time)

The Hospital agrees that the utilization of Added Nursing Skills, as defined by the College of Nursing of Ontario, by Registered Practical Nurses (RPNs) will be

reviewed on an ongoing basis by the Professional Practice Committee. Where the Committee recommends and the Hospital deems necessary the practice of a specific skill, the Hospital will encourage affected RPNs to acquire and update such skills. Training in such skills shall be provided in accordance with Article 12.08. The Hospital will also undertake to encourage RPNs to upgrade their skills to the level of those being acquired by graduating RPNs. Further, the Hospital will, where practical, encourage and permit the utilization of the upgraded skills.

W.2 Certificate of Registration (Full-time and Part-time)

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

W.3 RPN (Temporary)

Where a need exists for the Hospital to hire a RPN (Temporary), the employee shall be provided with one (1) opportunity to successfully complete the requirements for registration with the College of Nurses. The employee must obtain their RPN certificate of registration within six (6) months of date of issuance of the temporary registration.

In the event that an employee does not successfully complete their registration requirements as outlined above, their employment shall be terminated without recourse to the grievance procedure.

Where a RPN (Temporary) is hired, they shall be placed 10% below the first step of the RPN pay grid. When a RPN (Temporary) successfully completes their registration requirements, it is their responsibility to provide the Hospital with such proof. They shall be transferred to RPN status and shall be placed at the appropriate step on the RPN pay grid. Such placement shall be effective the date upon which proof of RPN registration is provided to the Hospital.

W.4 The Peer Feedback Process of the Quality Assurance Program Required by the College of Nurses of Ontario

The above referenced Peer Feedback is confidential information which the nurse is expected to obtain by requesting feedback from peer(s) of their or his choice,

for the sole purpose of meeting the requirements of the Quality Assurance Program required by the College of Nurses of Ontario. The parties recognize the importance of supporting the confidential nature of the Peer Feedback component of the Quality Assurance Program. For further clarity, the above referenced Peer Feedback will not be used as a performance evaluation under Article T – Performance Review.

ARTICLE X – REGULAR PART-TIME COMMITMENT

- A. Regular part-time employees must be available for pre-scheduled work on the following basis:
- 1) to be available to work if required, fifty-two (52) weeks per year minus their individual vacation entitlement and approved leave of absence.
 - 2) to regularly rotate on at least two (2) shifts and work extended shifts as required where extended shifts are established.
 - 3) to be pre-scheduled for work if required for forty-five (45) hours per pay period (six 7.5 hour shifts or four extended shifts or any other combination).to be available to work Christmas or New Years.
 - 4) to be pre-scheduled as required to work fifty percent (50%) of the remaining paid holidays except when the unit does not work paid holidays.
 - 5) To be prescheduled to work four (4) weekends in six (6).
- B. Casual Part-Time
- 1) Casual employees will declare their availability for work on specified days for each six (6) week period of the posted schedule.
 - 2) A casual part-time employee who does not submit availability or who declines more than one half of the shifts offered by the Employer for which the employee has declared themselves available over a six (6) month period shall be removed from the call roster.
 - 3) The Union will be notified when an Employee is removed from the call roster.

CUPE SERVICE AND CLERICAL WAGE GRIDS
LOCAL 6364 UXBRIDGE
 September 29, 2021 to September 28, 2023

Job Title/Classification	Effective Date	Step 1	Step 2	Step 3
Clerical				
Health Records Clerk	September 29, 2021	\$23.29	\$24.59	\$25.84
Senior Clerk	September 29, 2022	\$24.12	\$25.46	\$26.75
Transcriptionist	September 29, 2021	\$24.38	\$25.78	\$27.18
	September 29, 2022	\$25.24	\$26.69	\$28.14
Clerk Receptionist Diagnostic Imaging & Lab	September 29, 2021	\$24.01	\$25.67	\$27.35
	September 29, 2022	\$24.85	\$26.58	\$28.31
Staffing Clerk	September 29, 2021	\$26.30	\$26.91	\$27.53
	September 29, 2022	\$27.23	\$27.86	\$28.50
Patient Registration/Scheduling Clerk	September 29, 2021	\$24.74	\$26.45	\$28.18
Ward Clerk - moved to new scale Sept 29, 2021	September 29, 2022	\$25.61	\$27.38	\$29.17
Health Information Management Specialist	September 29, 2021	\$28.94	\$31.17	\$33.41
	September 29, 2022	\$29.96	\$32.27	\$34.58

Progression on the Wage Grid

Full-time Office and Clerical

Employees will move to step 2 of the wage scale three (3) months after completing the probationary period.
 After completing an additional three (3) months service, the employee shall move to step 3 of the wage scale. (start rate = step 1; 6 months = step 2; 9 months = step 3).
 Adjustments in pay will become effective at the start of the first pay period following completion of the above mentioned period of service.

Part-time Office and Clerical

Employees will move to step 2 of the wage scale after completing the probationary period plus 431.25 hours.
 After completing an additional 431.25 hours the employee shall move to step 3 of the wage scale. (start rate = step 1; 768.75 hours = step 2; 1200 hours = step 3)
 Adjustments in pay will become effective at the start of the first pay period following completion of the above mentioned period of service.

Service

Job Title/Classification	Effective Date	Step 1	Step 2	Step 3
Registered Practical Nurse	September 29, 2021	\$32.74	\$33.35	\$33.94
	September 29, 2022	\$33.89	\$34.53	\$35.14
	June 13, 2023	\$34.69	\$35.35	\$35.97
Electrician	September 29, 2021	\$31.32	\$32.00	\$32.61
	September 29, 2022	\$32.43	\$33.13	\$33.76
Rehabilitation Assistant	September 29, 2021	\$27.11	\$29.75	\$32.39
	September 29, 2022	\$28.06	\$30.80	\$33.53
Maintenance Engineer	September 29, 2021	\$29.92	\$30.65	\$31.34
	September 29, 2022	\$30.97	\$31.73	\$32.45
CSR Technician Scale Adjusted Arb hearing dated Sept. 5, 2014	September 29, 2021	\$25.32	\$26.36	\$27.43
	September 29, 2022	\$26.21	\$27.29	\$28.40
Maintenance Worker	September 29, 2021	\$25.80	\$26.39	\$26.97
	September 29, 2022	\$26.71	\$27.32	\$27.92
Cook	September 29, 2021	\$26.34	\$26.73	\$26.97
	September 29, 2022	\$27.27	\$27.67	\$27.92
Hospitality Associate New position January 18, 2016	September 29, 2021	\$25.45	\$26.04	\$26.61
	September 29, 2022	\$26.35	\$26.96	\$27.54
Supply Site Attendant	September 29, 2021	\$25.49	\$25.78	\$26.07
	September 29, 2022	\$26.39	\$26.69	\$26.99
Dietary Aide Scale Adjusted Pay Equity Maintenance January 18, 2016	September 29, 2021	\$24.58	\$25.14	\$25.69
	September 29, 2022	\$25.45	\$26.02	\$26.60
Environmental Service Worker	September 29, 2021	\$24.15	\$24.49	\$24.72
	September 29, 2022	\$25.00	\$25.35	\$25.59

Progression on the Wage Grid

Full-time service

It is agreed that 3 months after an employee has completed his/her probation period they will receive an automatic increase of one-half (1/2) of the difference between the current minimum and maximum rate of their individual classification.

At the end of an additional three months service, they will receive an increase to the top of their individual classification.

Adjustments in pay will become effective at the start of the first pay period following completion of the above mentioned period of service.

Part-time Service


It is agreed that upon completion of 431.25 hours worked after an employee has completed their probation period, they will receive an automatic increase of one-half (1/2) of the difference between the current minimum and maximum rate of their individual classification.

At the end of an additional 431.25 hours of service, they will receive an increase to the top of their individual classification.

Adjustments in pay will become effective at the start of the first pay period following completion of the above mentioned period of service.

Dated this 11th day of March 2025


For the Union:


Cheri Rivers (Mar 21, 2025 11:07 EDT)


Cheri Rivers


Linda Cohoon (Mar 11, 2025 09:04 EDT)


Linda Cohoon


Lorrie Boake (Mar 21, 2025 09:51 EDT)

Lorrie Boake



Tammy Boake (Mar 19, 2025 08:07 EDT)

Tammy Boake


C. Dowson (Mar 11, 2025 16:44 EDT)

Cindy Dowson

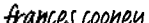
For the Employer:


Sandi Lofgren (Mar 11, 2025 09:02 EDT)

Sandi Lofgren


Christine McGilvray (Mar 14, 2025 13:52 EDT)

Christine McGilvray


frances cooney (Mar 18, 2025 11:02 EDT)

Frances Cooney


Gail Schneider (Mar 11, 2025 09:12 EDT)

Gail Schneider