



Collective Agreement

Between:

Sodexo Canada

(hereinafter called the "Employer")

~and~

The Canadian Union of Public Employees

Local 145.6

(hereinafter called the "Local")

(Combined Full-Time and Part-Time)

September 29, 2023- September 2025

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ARTICLE 1 – PREAMBLE

1.01 – PREAMBLE

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

It is recognized that the employees wish to work efficiently together with the Employer to 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 Local, employee and Employer or by the Employer on its own up to twelve (12) months where the leave of the person being replaced extends that far. The period of employment of such persons will not exceed the absentee's leave. The release or discharge of such persons shall not be the subject of a grievance or arbitration.

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

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

2.02 – PART-TIME COMMITMENT

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

2.03 – REGULAR PART-TIME EMPLOYEE

A regularly scheduled part-time employee is one who is regularly scheduled to work less than twenty-four (24) hours per week.

2.04 – CASUAL EMPLOYEE

A casual part-time employee is one who is scheduled to work on an as needed, non-regular basis.

2.05 – FULL TIME EMPLOYEE

A full-time employee is one who is regularly scheduled to work twenty-four (24) hours per week or more.

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 Local or the Employer 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 Employer and the Local 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 Local or because of their activity or lack of activity in the Local.

The Local 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 MANAGMENT

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 AND LOCKOUTS

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

ARTICLE 5 – UNION SECURITY

5.01 – T4 SLIPS

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

5.02 – NOTIFICATION TO LOCAL

The Employer will provide the Local 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 Employer's payroll system.

The Employer will provide the Local 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 Local in the employ of the Employer for a period of up to 15 minutes during the employee's orientation period without loss of regular earnings. The purpose of the meeting will be to acquaint the employee with such representative of the Local and the collective agreement.

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

5.04 – NO OTHER AGREEMENTS

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

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

ARTICLE 6 – LOCAL REPRESENTATION AND COMMITTEES

6.01 - LOCAL ACTIVITY ON PREMISES AND/OR ACCESS TO PREMISES

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

6.02 - LABOUR-MANAGEMENT COMMITTEE

- 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.

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.

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

6.03 – LOCAL BARGAINING COMMITTEE

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

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

6.04 – CENTRAL BARGAINING COMMITTEE

- a) In central bargaining between the Canadian Union of Public Employees and the participating Employer, an employee serving on the Local'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 Employers' Central Negotiating Committee in direct negotiations up to the point of arbitration. In addition, an employee serving on the Local'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 Employer '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 Local 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 Local shall advise the Employers' Central Negotiating Committee, before negotiations commence, of those employees to be paid under this provision. The Employers' 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 - LOCAL STEWARDS

- a) The Employer agrees to recognize Local 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 Local 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 Local shall keep the Employer notified in writing of the names of Local stewards appointed or selected under this Article as well as the effective date of their respective appointments.
- d) It is agreed that Local stewards have their regular duties and responsibilities to perform for the Employer and shall not leave their regular duties without first obtaining permission from their immediate supervisor. If, in the performance of their duties, a Local steward is required to enter an area within the Hospital in which he is not originally employed, he 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 Local

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 Employer will recognize a Grievance Committee composed of the Chief Steward and not more than (as set out in Local Provisions Appendix) employees selected by the Local who have completed their probationary period. A general representative of the Local 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 Local shall keep the Employer notified in writing of the names of the members of the Grievance Committee appointed or selected under this Article as well as the effective date of their respective appointments.

A Committee member shall suffer no loss of earnings for time spent during their regular scheduled working hours in attending grievance meetings with the Employer up to, but not including arbitration. 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 Employer 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 he has first given their immediate supervisor the opportunity of adjusting their complaint. The grievor may have the assistance of a Local steward if they so desires. 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 Employer). 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 Local and the Employer 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 him. Failing settlement or response, then:

Step No. 2

Within nine (9) calendar days following the decision in Step No.1, the grievance may be submitted in writing to the (designated by Employer). 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 he may desire at such meeting. The decision of the Employer shall be delivered in writing within nine (9) calendar days following the date of such meeting.

- 7.04 A complaint or grievance arising directly between the Employer and the Local concerning the interpretation, application or alleged violation of the Agreement shall be originated at Step No. 2 within fourteen (14) calendar days following the circumstances giving rise to the complaint or grievance. It is expressly understood, however, that the provisions of this Article may not be used with respect to a grievance directly affecting an employee which such employee could himself institute and the regular grievance procedure shall not be thereby bypassed.
- 7.05 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 he has been unjustly discharged or suspended shall be treated as a grievance if a written statement of such grievance is lodged by the employee with the Employer at Step No. 2 within seven (7) calendar days after the date the discharge or suspension is effected. Such special grievance may be settled under the Grievance or Arbitration Procedure by:
- (a) confirming the Employer 's action in dismissing the employee; or
 - (b) reinstating the employee with or without full compensation for the time lost; or
 - (c) by any other arrangement which may be deemed just and equitable.

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

- 7.07(a) When either party requests that any matter be submitted to arbitration as provided in the foregoing Article, it shall make such request in writing addressed to the other party to this Agreement, and at the same time name a nominee. Within seven (7) calendar days thereafter the other party shall name a nominee, provided, however, that if such party fails to name a nominee as herein required, the Minister of Labour for the Province of Ontario shall have power to effect such appointment upon application thereto by the party invoking Arbitration Procedure. The two nominees shall attempt to select by agreement a chairman of the Arbitration Board. If they are unable to agree upon such a chairman within a period of fourteen (14) calendar days, they shall then request the Minister of Labour for the Province of Ontario to appoint a chairman.
- (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 Employer and the representatives of the Local will be final and binding upon the Employer and the Local 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 chairman of the Arbitration Board. If they are unable to agree upon such a chairman within a period of fourteen (14) calendar days, they shall then request the Minister of Labour for the Province of Ontario to appoint a chairman.
- 7.10 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 chairman 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 chairman 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 he has completed sixty (60) days of work (or 450 hours of work for employees whose regular hours of work are other than the standard work day), within any twelve (12) calendar months. Upon completion of the probationary period he shall be credited with seniority equal to sixty (60) working days. With the written consent of the Employer, the probationary employee and the President of the Local 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) is discharged and not reinstated through the grievance/arbitration procedure;
- c) is retired;
- d) is absent from scheduled work for a period of three (3) or more consecutive working days without notifying the Employer of such absence and providing to the Employer a satisfactory reason;
- e) has been laid off for forty-eight (48) months;
- f) if the employee has been laid off and fails to return to work within seven (7) calendar days after that employee has been notified by the Employer through registered mail addressed to the last address on the records of the Employer, subject to any special provisions regarding temporary vacancies noted under the heading of Layoff and Recall.

9.04 – 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 Employer, both seniority and service will accrue.
- (b) During an unpaid absence exceeding thirty (30) continuous calendar days, credit for service for purposes of salary increment, vacation, sick leave, or any other benefits under any provisions of the Collective Agreement or elsewhere, shall be suspended for the period of the absence in excess of thirty (30) continuous calendar days, the benefits concerned appropriately reduced on a pro rata basis and the employee's anniversary date adjusted accordingly. In addition, the employee will become responsible for full payment of any subsidized employee benefits in which they are participating for the period of absence, except that the Employer will continue to pay its share of the premiums up to thirty (30) months while an employee is in receipt of WSIB benefits or 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 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 Employer, such vacancy shall be posted for a period of seven (7) consecutive calendar days. Applications for such vacancy shall be made in writing within the seven (7) 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 Employer agrees that it shall post permanent vacant positions within 30 calendar days of the position becoming vacant, unless the Employer provides the Local 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 Employer 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 Employer. The employees eligible for consideration shall be limited to those employees who have applied for the position in accordance with this Article, and selection shall be made in accordance with this Article.

- (h) The successful applicant shall be allowed a trial period of up to thirty (30) days, during which the Employer will determine if the employee can satisfactorily perform the job. Within this period the employee may voluntarily return, or be returned by the Employer to the position formerly occupied, without loss of seniority. The vacancy resulting from the posting may be filled on a temporary basis until the trial period is completed.
- (i) A list of vacancies filled in the preceding month under this Article and the names of the successful applicants will be posted, with a copy provided to the Local.
- (j) Vacancies which are not expected to exceed six (6) months will not be posted and may be filled at the discretion of the Employer. In filling such vacancies, consideration shall be given to part-time employees in CUPE bargaining units who have recorded their interest in writing, prior to considering persons not employed by the Employer. In considering such part-time employees, the criteria for selection shall be ability, experience and qualifications. Where these factors are relatively equal amongst the employees considered, seniority shall govern providing the successful applicant, if any, is qualified to perform the available work. Part-time employees selected to fill a vacancy under this Article will continue to maintain their part-time status and upon completion of the assignment the employee will return to their former position.
- (k) The Employer shall have the right to fill any vacancy on an interim basis until the posting procedure or the Request for Transfer procedure provided herein has been complied with and arrangements have been made to assign the employee selected to fill the vacancy to the job. No grievance may be filed concerning such temporary arrangements.

9.06 – TRANSFER AND SENIORITY OUTSIDE THE BARGAINING UNIT

- (a) It is understood that an employee shall not be transferred by the Employer to a position outside the bargaining unit without 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 Employer. Such employees on temporary assignments shall remain members of the bargaining unit.
- (b) An employee who is transferred to a position outside the bargaining unit shall not, subject to (c) below, accumulate seniority. In the event the employee is returned by the Employer to a position in the bargaining unit within twenty-four (24) months of the transfer 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 twelve (12) 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) and for employees who transfer subsequent to (the effective date as set out in the Local Provisions Appendix):

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 Employer will determine if the employee can satisfactorily perform the job. Within this period the employee may voluntarily return, or be returned without loss of seniority to 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 Employer with recent and related experience may claim consideration for such experience at the time of hiring on a form to be supplied by the Employer. Any such claim shall be accompanied by verification of previous related experience. The Employer shall then evaluate such experience during the probationary period following hiring. Where in the opinion of the Employer such experience is determined to be relevant, the employee shall be slotted in that step of the wage progression consistent with one (1) year's service for every one (1) year of related experience in the classification upon completion of the employee's probationary period. It is understood and agreed that the foregoing shall not constitute a violation of the wage schedule under the collective agreement.

9.07 (C) – TRANSFORMATION IN HEALTH CARE

Seniority Recognition

Without prejudice to the Local's or Employers' 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 Employer will retain their seniority and service at their original hospital for a 48-month period.

Without prejudice to the Local's or Employers' 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 TO 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 Employer shall:
- (i) provide the Local 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 Local provided in. (i) above shall be considered notice to the Local 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 Employer bears the onus of demonstrating that the foregoing conditions have been met in the event of a dispute. The Employer 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 9.0S(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 Employer will award vacant positions to employees who are, or would otherwise be laid off, in order of seniority if, with the benefit of up to six (6) months retraining, an employee has become able to meet the normal requirements of the job.
- 5) Any dispute relating to the foregoing provisions may be filed as a grievance commencing at Step 2.

(ii) Committee Composition

The Redeployment Committee shall be comprised of equal numbers of representatives of the Employer and of the Local. 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, Local 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 Local members on such committee will be proportionate to the number of its bargaining unit members at the particular Employer 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 Employer 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 Employer 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 Employer '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 Employer shall provide a copy, together with accompanying documentation; to the Local.

9.08 (B) – RETIREMENT ALLOWANCE

Prior to issuing notice of layoff pursuant to article 9.08(A)(a)(ii) in any classification(s), the Employer 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).

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

An employee who elects an early retirement option shall receive, following completion of the last day of 'Nork, 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 Employer will offer a voluntary early exit option in accordance with the following conditions:

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

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

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

9.09 – 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(8); 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 Employer 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 Employer 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 Employer agrees to post vacancies during the recall period, as per the job posting procedure, allowing employees on recall to participate in the posting procedure. Should the position not be filled via the job posting procedure, an employee shall have opportunity of recall from a layoff to an available opening, in order of seniority, provided 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 Employer 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 Employer shall notify the employee of recall opportunity by registered mail, addressed to the last address on record with the Employer (which notification shall be deemed to be received on the second day following the date of mailing). The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work. The employee is solely responsible for their proper address being on record with the Employer.

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

9.11 – 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 Employer 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 Employer in its discretion.
- (ii) The Employer and the Local 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 Employer, any employee subject to layoff who may require a leave of absence to undertake retraining in accordance with the foregoing shall be granted an unpaid leave of absence which shall not exceed six (6) months.
- (iv) Laid-off employees who are approved for retraining in order to qualify for a vacant position within the Employer will continue to receive insured benefits.

b) Placement

Upon successful completion of their training period, the Employer and the Local 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 Employer undertakes to notify the Local in advance, so far as practicable, of any technological changes which the Employer has decided to introduce which will significantly change the status of employees within the bargaining unit.

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

Where new or greater skills are required than are already possessed by affected employees under the present methods of operation, such employees shall be given a period of training, with due consideration being given to the employee's age and previous educational background, during which they may perfect or acquire the skills necessitated by the new method of operation. The employer will assume the cost of tuition and travel. There shall be no reduction in wage or salary rates during the training period of any such employee. Training shall be given during the hours of work whenever possible and may extend for up to six (6) 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 Local 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 Local 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 Employer;
- Employee needs, Employer 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 revolving the issue, not on the individuals.
- (b) In the event that the Employer 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 Employer, 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 Local. 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 Local representative. The Chief Nursing Officer or equivalent, will respond in writing to the employee, or group of employees, with a copy to the Local 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 Local 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 Local 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 Employer will provide access on the Employer internet, 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) or the Labour Management Committee (as constituted under Article 6.02) through their Local 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 Employer shall not contracted out any work usually performed by members of the bargaining unit if, as a result of such contracting out, a layoff of any employees other than casual part-time employees results from such contracting out.

10.02 – CONTRACTING OUT

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

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

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

10.03 – CONTRACTING IN

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

ARTICLE 11 – WORK OF THE BARGAINING UNIT

11.01 – WORK OF THE BARGAINING UNIT

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

11.02 – VOULNTEERS

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

12.02 – LOCAL BUSINESS

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

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

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

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

Notwithstanding the above, time spent by the eight (8) Executive Board members and seven (7) Alternate Executive Board members of the Ontario Council of Hospital Unions to fulfill the duties of the position shall be in addition to leave for Local 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 Local 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 Local will advise the Employer of the number of such hours.

12.03 (A) – FULL-TIME POISITON(S) WITH THE LOCAL

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

Upon application by the Local, in writing, the Employer shall grant leave of absence, without pay, to an employee elected or appointed to full-time Local 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 Employer 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 Employer may fill the vacancy resulting from such leave on a temporary basis.

12.03 (B) – FULL TIME POISTION(S) WITH THE LOCAL

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

Upon application by the Local, in writing, the Employer shall grant leave of absence, without pay, to an employee elected or appointed to full-time Local 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 Local, 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 Employer 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 Employer 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 Local on behalf of the employee to the Employer, a leave of absence without pay shall be granted to such employee(s) elected to the positions of the President 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 Local.

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

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

12.04 – BEREAVEMENT LEAVE

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

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

An employee shall be granted one (1) day bereavement leave without loss of regular pay from regularly scheduled hours to attend the funeral of , or attend a memorial service (or equivalent in order to accommodate religious and cultural diversity) for their aunt or uncle, niece or nephew.

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

12.05(A) – JURY & WITNESS DUTY

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

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

- a) notifies the Employer immediately on the employee's notification that they will be required to attend at court;
- b) presents proof of service requiring the employee's attendance;
- c) deposits with the Employer the full amount of compensation received excluding mileage, 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 Employer. It is understood and agreed that the local parties may agree to different scheduling arrangements for the first week of jury and witness duty.

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

Where the Employer is unable to reschedule the employee and, as a result, 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

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

If an employee is required to attend jury selection or serve as a juror in any court of law, or is required to attend as a witness in a court proceeding in which the Crown is a party,

or is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the employee's duties at the Hospital, the employee shall not lose regular pay because of such attendance provided that the employee:

- (a) notifies the Employer immediately on the employee's notification that he will be required to attend at court;
- (b) presents proof of service requiring the employee's attendance;
- (c) deposits with the Employer the full amount of compensation received excluding mileage, 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 Employer. It is understood and agreed that the local parties may agree to different scheduling arrangements for the first week of jury and witness duty.

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

12.06 (A) – PREGNANCY LEAVE

- (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 Employer 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 Employer at least two (2) weeks in advance thereof.
- (d) Effective on confirmation by the Canada Employment Insurance Commission of the appropriateness of the Employer'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 Employer 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 Employer 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 Employer will continue to pay its share of the contributions of the subsidized employee benefits, including pension, in which the employee is participating for a period of up to seventeen (17) weeks while the employee is on pregnancy leave.
- (g) Subject to any changes to the employee's status which would have occurred had 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 Employer 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 Employer at least two (2) weeks in advance thereof.
- (d) Effective on confirmation by the Canada Employment Insurance Commission of the appropriateness of the Employer'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 Employer 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 Employer 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 Employer will continue to pay the percentage in lieu of benefits and its share of pension contributions during the period of pregnancy leave. The Employer 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 Employer as far in advance as possible of having qualified to adopt a child, and shall request the leave of absence, in writing, upon receipt of confirmation of the pending adoption. If, because of late receipt of confirmation of the pending adoption, the employee finds it impossible to request the leave

of absence in writing, the request may be made verbally and subsequently verified in writing.

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

- (e) Effective on confirmation by the Canada Employment Insurance Commission of the appropriateness of the Employer'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 Employer 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 Employer will be equal to what would have been payable had the employee elected to receive parental leave benefits pursuant to Section 12(3)(b)(i) of the Employment Insurance Act.

The employee's normal weekly earnings shall be determined by multiplying the employee's regular hourly rate on 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 Employer 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 Employer 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 Employer as far in advance as possible of having qualified to adopt a child, and shall request the leave of absence, in writing, upon receipt of confirmation of the pending adoption. If, because of late receipt of confirmation of the pending adoption, the employee finds it impossible to request the leave of absence in writing, the request may be made verbally and subsequently verified in writing. An employee shall reconfirm their intention to return to work on the date originally approved in subsection (b) above by written notification received by the Employer at least two (2) weeks in advance thereof.
- (e) Effective on confirmation by the Canada Employment Insurance Commission of the appropriateness of the Employer'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 Employer 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 Employer will be equal to what would have been payable had the employee elected to receive parental leave benefits pursuant to Section 12(3)(b)(i) of the Employment Insurance Act.

The employee's normal weekly earnings shall be determined by multiplying the employee's regular hourly rate on 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 Employer 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 Employer 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 Employer will register these benefits with the Unemployment Benefit Plan.
- (h) Subject to any changes to the employee's status which would have occurred had 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 a required by the Employer, an employee shall be entitled to leave of absence with pay and with full credit for service and seniority and benefits to take courses and to write examinations to upgrade their employment qualifications. Where employees are required by the Employer to take courses to upgrade or acquire new employment qualifications, the Employer shall pay the full costs associated with the courses.

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

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

The Employer will endeavour to schedule mandatory in-service programs during an employee's regular working hours. When an employee is on duty and authorized to attend any in-service program within the Employer and during their regularly scheduled working hours the employee shall suffer no loss of regular pay. When an employee is required by the Employer 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 Employer requires e-learning, it will make reasonable efforts to enable Employer e-learning requirements during an employee's regular working hours. Where an employee is unable to complete required Employer e-learning during regular working

hours and is required to complete Employer e-learning outside of their regular working hours, the Employer 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 Employer 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 Employer at least six (6) months prior to the intended commencement date of the program (i.e. the salary deferral portion), stating the intended purpose of the leave.
- (c) The number of employees that may be absent at any one time shall be determined between the local parties. The year for purposes of the program shall be September 1 of one year to August 31 the following year or such other twelve (12) month period as may be agreed upon by the employee, the Local and the Employer.
- (d) Where there are more applications than spaces allotted, seniority shall govern.
- (e) During the four (4) years of salary deferral, 20% of the employee's gross annual earnings will be deducted and held for the employee and will not be accessible to the employee until the year of the leave or upon withdrawal from the plan.
- (f) The manner in which the deferred salary is held shall be at the discretion of the Employer.
- (g) All deferred salary, plus accrued interest, if any, shall be paid to the employee at the commencement of the leave or in accordance with such other payment schedule as may be agreed upon between the Employer and the employee.
- (h) All benefits shall be kept whole during the four (4) years of salary deferral. During the year of the leave, seniority will accumulate. Service for the purpose of vacation and salary progression and other benefits will be retained but will not accumulate during the period of leave. The employee shall become responsible for the full payment of premiums for any health and welfare benefits in which the employee is participating. Contributions to the Hospitals of Ontario Pension Plan will be in accordance with the Plan. The employee will not be eligible to participate in the disability income plan during the year of the leave.
- (i) An employee may withdraw from the plan at any time during the deferral portion provided three (3) months notice is given to the Employer. Deferred salary, plus accrued interest, if any, will be returned to the employee within a reasonable period of time.

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

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

12.10 – MEDICAL CARE AND EMERGENCY LEAVE

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

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

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

- the employee's spouse
- a parent, step-parent or foster parent of the employee or the employee's spouse
- a child, step-child or foster 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 Employer that they will be doing so. If the employee must begin the leave before advising the Employer, the employee shall advise the Employer of the leave as soon as possible after beginning it.

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

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

12.11 – COMPASSIONATE CARE

- (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 Employer 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 Employer 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 Employer 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 Employer 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 Employer, 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 Employer, 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 Employer 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 Local 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 Local.
- (h) The Employer 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 Employer 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 DETERMINING OF WSIB CLAIMS (FT)

An employee who is absent from work as a result of an illness or injury sustained at work and who has been awaiting approval of claim for WSIB benefits for a period longer than one complete shift may apply to the Employer 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 Employer and a written undertaking satisfactory to the Hospital that any payments will be refunded to the Employer 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

For full-time employees, the normal work day shall consist of seven and one-half (7- 1/2) hours, exclusive of a one-half (1/2) hour unpaid meal break. The normal workweek shall consist of thirty-seven and one-half (37-1/2) hours per week, averaged over a two-week period.

For Stationary Engineers the normal day shall consist of eight (8) hours inclusive of a one-half (1/2) hour meal break. The normal workweek will consist of forty (40) hours per week averaged over a two-week period.

14.02 (A) – REST PERIODS

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

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

14.02(B) – REST PERIODS (PT)

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

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

14.03 – ADDITIONAL REST PERIODS

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

14.04 – EXTENDED TOURS

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 Employer and the agreement of the Local.
- (b) Before any job sharing arrangement is approved, the Employer and the Local 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.

14.06 – WEEKEND WORKER

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

A weekend worker schedule may be developed. Weekend worker schedules are available in units and/or departments where 12 hour extended tours exist.

A weekend worker schedule is defined as a schedule in which a full-time employee works a weekly average of thirty (30) hours and is paid for thirty-seven point five (37.5) hours at their regular straight time hourly rate.

The schedule must include at least two extended tours which fall within a weekend period as defined by the collective agreement, and an additional standard or extended tour as determined by the Hospital and the Union. An employee working a weekend schedule will work every weekend except as provided for in the provisions below.

If the Hospital and the Union agree to a weekend schedule, the introduction of that schedule and the manner in which the position(s) are filled, shall be determined by the local parties and recorded in the Appendix of Local Provisions. This schedule may be discontinued by either party with notice as determined within the Appendix of Local Provisions. Such agreement shall not be unreasonably withheld. The opportunity for an individual weekend worker to discontinue this schedule shall be resolved by the local parties.

All provisions/entitlements of the collective agreement apply except as amended herein.

(a) Weekend premiums shall not be paid.

(b) Vacation Bank Vacation entitlement is determined by Article 17.01(A).

For the purposes of Article 17.01(A), hours worked or credited as paid leave will be based on an accelerated rate of 1.25 hours credit for each hour worked.

The mechanism for utilizing accrued vacation will be determined by the local provisions' appendix and the template agreement.

Drawing from the vacation bank will occur at an accelerated rate of 1.25 paid hours for every hour taken as vacation (i.e., 7.5 hours worked equals 9.375 paid; 11.25 hours worked equals 14.0625 hours paid).

Vacation must be taken as a full weekend off (i.e., Saturday and Sunday). The maximum number of weekends off cannot exceed the week entitlement level determined by Article 17.01(A).

Single vacation days may be taken on weekdays, which need not be in conjunction with the Saturday and Sunday. Single vacation days may be taken on the weekend subject to operational requirements.

Cash-out and carry-over provisions for the accrued vacation will be determined locally. Article 17.03 does not apply.

(c) Paid Holiday Bank

Employees qualify in accordance with the Article 16.02. The paid holidays are identified in the Appendix of Local Issues.

Credit to the paid holiday bank is as set out in the local issues appendix.

Drawing from the paid holiday bank will occur at an accelerated rate of 1.25 hours paid for every hour taken (i.e., 7.5 hours worked equals 9.375 hours paid; 11.25 hours worked equals 14.05 hours paid)

If an employee works on a paid holiday as defined by the local parties, they will receive one and one-half (1½) pay for all hours worked on a holiday. Article 16.04 also applies.

The holiday bank can be used as income replacement for absences due to illness or injury or for lieu time off on a weekday.

Cash-out and carry-over provisions for the bank will be determined locally.

(d) Sick Leave

The employee will not receive pay for the first seventeen (17) weeks of any period of absence due to an illness or injury. Subject to the availability of paid holiday banked hours, the employee will be eligible for Employment Insurance for weeks two (2) through seventeen (17) for any absence due to an illness or injury. The Hospital will provide the employee with sixty-five (65%) percent of their regular earnings for weeks eighteen (18) through thirty (30) for any absence due to an illness or injury.

The employee may utilize their accrued vacation bank, the overtime bank, the paid holiday bank, and the paid sick leave bank (where applicable) as income replacement for absences due to illness or injury, as described in (b), (c) and (g). For those hospitals that have an accumulating sick leave plan an employee's sick leave bank is frozen when they transfer to a weekend worker schedule.

The employee may utilize their sick leave bank available under Article 13.01(c) for unpaid absences due to illness and Employment Insurance top-up in accordance with the formula for converting hours as described in Article 9.07(A). The employee is eligible for long-term disability benefits as described in Article 13.01, only in agreements providing LTD benefits.

Employees may be required to provide medical proof of illness for any absence of a scheduled shift, which is neither vacation nor an approved leave of absence.

(e) Leaves of Absence

For the purposes of an unpaid 7.5 hour shift, the deduction from pay shall equate to 9.375 hours. For the purposes of an unpaid 11.25 hour shift, the deduction from pay shall equate to 14.05 hours

(f) Tour Exchange

In all instances of tour exchange, the tours must be of the same duration.

(g) Overtime

Overtime will begin to accrue after sixty (60) hours in a two (2) week period averaged over the scheduling period determined by the local parties.

Overtime will apply if the employee works in excess of the normal daily hours.

(h) Scheduling Provisions

The scheduling and premium provisions relating to consecutive weekends off in the Local Appendix where they exist do not apply to employees working under this provision.

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

Authorized time worked in excess of a regular scheduled shift (7-1/2 hours) shall be paid at time and One-half (1-1/2) the employee's regular straight time rate of pay.

Overtime shall be offered first to the full-time and then to the part-time employees, on an equitable basis in descending order of seniority based on an employee's ability and availability to do the work required.

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 Employer, such time off will be the equivalent of the premium rate the employee has earned for working overtime. The Employer shall revert to payment of premium rate if time off is not taken 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 Employer. The reporting allowance outlined as herein shall not apply whenever an employee has received prior notice not to report for work. Part-time employees scheduled to work less than seven and one-half (7-1/2) hours per day will receive a pro-rated amount of reporting pay.

15.06 - CALL-BACK

Where employees are called back to work after having completed a regular shift, and prior to the commencement of their next regular shift, they shall receive a minimum of four (4) hours of work or four (4) hours 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. Where such standby duty falls on a paid holiday, as set out in the Appendix of Local Provisions, the employee shall receive standby pay in the amount of \$4.90 per hour. Standby pay shall, however, cease where an employee is called into work under Article 15.06 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 Employer temporarily assigns an employee to carry out the assigned responsibilities of a classification outside the bargaining unit, the employee shall receive an allowance of \$1.00 per hour from the time of the assignment.

15.09 – SHIFT AND WEEKEND PREMIUM

Employees shall be paid 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.

Effective May 18, 2024, Employees shall be paid an evening shift premium of two dollars and ninety-eight cents (\$2.98) per hour for all hours worked where the majority of their scheduled hours fall between 1500 and 2300 hours.

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

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

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

16.02 – DEFINITION OF HOLIDAY PAY AND QUALIFIERS

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

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

In order to qualify for holiday pay for any holiday, as set out in the Local Provisions Appendix, 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, 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 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.

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 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 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)

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

Subject to any superior conditions:

An employee who has completed the following number of continuous hours of 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 Employer to return to perform work during the vacation period, the employee shall be paid at the rate of one and one-half (1-1/2) times 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 AND 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 Employer's expiring Collective Agreement, (subject to inserting in the following language any percentage contribution by the Employer which is greater than that contained in the following provision):

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

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

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

Subject to superior conditions, services of a chiropractor and of a licensed or registered physiotherapist will be covered up to an annual maximum of \$450 for each service.

Effective June 17, 2024, subject to superior conditions, services of a chiropractor and of a licensed or registered physiotherapist will be covered up to an annual maximum of \$450 for each service.

Subject to superior conditions, services of a licensed or registered massage therapist will be covered up to an annual maximum of \$450.

Effective June 17, 2024, subject to superior conditions, services of a licensed or registered massage therapist will be covered up to an annual maximum of \$450.

Subject to superior conditions, mental health services by a psychologist, registered psychotherapist or social worker (MSW) will be covered up to a maximum of \$800 annually.

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.

Effective June 17, 2024, a health care spending account for full-time active employees of \$100 annually.

- c) The Employer agrees to contribute 100% of the billed premium towards coverage of eligible employees in the active employ of the Employer 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 Employer agrees to contribute 75% of the billed premiums towards coverage of eligible employees in the active employ of the Employer 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 Employer 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 to \$2000 annual maximum and Blue Cross rider #4 (or equivalent) [crowns, bridgework, and repairs to same] at 50/50 co-insurance to \$2000 annual maximum providing the balance of the monthly premiums are paid by the employee through payroll deduction.

Effective June 17, 2024 the Employer 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 to \$1000 annual maximum and Blue Cross rider #4 (or equivalent) [implants, crowns, bridgework, and repairs to same] at 50/50 co-insurance to \$2000 annual maximum and orthodontic coverage at \$2000 maximum lifetime with 50/50 co-insurance 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 Employer will provide equivalent coverage to all employees who retire early and have not yet reached age 65 and who are in receipt of the Employer's pension plan benefits on the same basis as is provided to active employees for semi-private, extended health care (except for the health care spending account) and dental benefits. The Employer will contribute the same portion towards the billed premiums

of these benefits plans as is currently contributed by the Employer to the billed premiums of active employees.

f) Benefits Age 65 and Older

Effective June 17, 2024, semi-private Employer insurance, extended health care benefits, dental benefits, and accidental death and dismemberment benefits will be extended to active full-time employees from the age of sixty-five (65), and up to the employee's eightieth (80th) birthday, on the same cost share basis as applies to those employees under the age of sixty-five (65).

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

h) Health Care Spending Account

Health Care Spending Account for active employees at \$100 annually.

18.02 – CHANGE OF CARRIER

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

It is understood that the Employer may at any time substitute another carrier for any plan (other than OHIP) provided the benefits conferred thereby are not in total decreased. The Employer shall notify the Local 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 Local, the Employer shall provide to the Local, full specifications of the benefit programs contracted for and in effect for employees covered herein. The Employer will provide the Local 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 Employer'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 – LOCAL EDUCATION

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

Such assessment will be paid on a quarterly basis into a trust fund established and administered by 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 Employer will provide \$120 per calendar year to each full-time and each regular part-time employee who is required by the Employer 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.

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 Employer will not await full scientific or absolute certainty before taking reasonable action(s) including but not limited to, providing readily accessible personal protective equipment that reduces risk and protects employees.
- c) Employer will ensure adequate stocks of the N95 respirator or equivalent or better (or such other personal protective equipment as the parties may in writing agree) to be made available to bargaining unit members at short notice in the event that there are reasonable indications of the emergence of a pandemic, epidemic or outbreak of an infectious disease in the community served by the Employer.
- d) A worker who is required by their employer to wear or use any protective clothing, equipment or device shall be instructed and trained in its care, use and limitations before wearing or using it for the first time and at regular intervals thereafter and the worker shall participate in such instruction and training. Personal protective equipment that is to be provided, worn or used shall, be properly used and maintained, be a proper fit, be inspected for damage or deterioration and be stored in a convenient, clean and sanitary location when not in use. [O. Reg. 67/93 – Health Care].

- e) The Employer agrees to cooperate in providing necessary information and management support to enable the Joint Health and Safety Committee to fulfil its functions. In addition, the Employer will provide the Committee with access to the 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 Employer will also provide the Committee with reports on fit testing compliance annually and personal protective equipment inventory on a quarterly basis. The Committee shall respect the confidentiality of the information.
- f) Pregnant employees may request to be temporarily transferred from their current duties if, in the professional opinion of the employee's physician a risk to the pregnancy and/or unborn child is identified. If a temporary transfer is not feasible, the employee will be granted an unpaid leave of absence before the commencement of the pregnancy leave.
- g) Within a reasonable time frame following the declaration of an epidemic or a pandemic by public health officials, the employer will meet with the joint health and safety committee to consult on how to implement protections for health care workers.
- h) Effective April 18, 2024, employees who are absent from work due to illness shall receive sick pay in accordance with Article 13 (or in the case of part-time employees, percentage in lieu). Employees who are absent from work due to a communicable disease and who are required to quarantine or isolate due to:
 - i. the employer's policy, and/or
 - ii. operation of law and/or
 - iii. direction of public health officials, shall be entitled to salary continuation and seniority accumulation for the duration of the quarantine.

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

19.03 – VIOLENCE

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

“Workplace violence” means,

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

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

1. The Employer will ensure that employees are properly advised in advance if they are required to interact with patients who the Employer is aware have exhibited violent behaviour previously or who could otherwise reasonably be considered to pose a danger of exhibiting violent behaviour.
2. The Employer shall give due consideration to whether, in light of all the relevant circumstances, it is appropriate that an employee interacts with a known violent patient alone.
3. The Employer shall notify the Local 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.

ARTICLE 20 – COMPENSATION

20.01(A) – JOB CLASSIFICATION

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

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

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

If the matter is not resolved following the meeting with the Local 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 Local raised the issue with the Employer.

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 Employer 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 Local 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 Local at the time that the Employer notifies the Local of the rate of pay pursuant to Article 20.01(a) above.

20.02 – ASSIGNMENT OF DUTIES FROM ANOTHER CLASSIFICATION

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

- a) An employee who occupies a position which is revised in accordance with this Article, and who is physically incapable of performing the revised position, will not be required to perform those additional duties which exceed the employee's physical capabilities provided the employee's physician provides documentation to the Employer of such limitation.
- b) In the event an employee presently occupying a position which is revised in accordance with this Article requires additional training to perform duties of the revised position the employee shall be entitled to a period of training, with due consideration being given to the employee's age and previous educational background, during which they may perfect or acquire the skills necessitated by the new method of operation. The employer will assume the cost of tuition and travel. There shall be no reduction in

wage or salary rates during the training period of any such employee. Training shall be given during the hours of work whenever possible and may extend for up to six months.

20.03 – PROMOTION TO A HIGHER CLASSIFICATION

An employee who is promoted to a higher rated classification within the bargaining unit will be placed in the range of the higher rated classification so that 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 Employer'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 Local input on behalf of employees, the parties agree to the following:

- a) The Local'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 Employer in minimizing layoffs or job loss, and in developing labour adjustment strategies where necessary, and in otherwise minimizing adverse effects on CUPE-represented employees through program or service restructuring.
- b) Where the Employer 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 Employer agrees that revisions to the budget will be carried out in consultation with the Local.
- c) In furtherance of the foregoing, and, where possible, in advance of any scheduled FAC or equivalent committee meeting, the Employer agrees to provide to the Local

in a timely way any financial and staffing information pertinent to its budget, or to any other re-structuring plan that would affect the Local's members.

- d) It is understood that employee time spent at FAC or equivalent committee meetings with the employer in pursuance of the above shall be deemed to be work time for which the employee shall be paid by the Employer 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, 2025. 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.

ON BEHALF OF THE PARTICIPATING
HOSPITALS

T. J. [unclear]
[unclear]

ON BEHALF OF THE CANADIAN
UNION OF PUBLIC EMPLOYEES

C. [unclear]
[unclear]
John Jackson
[unclear]
[unclear]
[unclear]
Michael
[unclear]
Mr. [unclear]
Seena Hollingworth
[unclear]
[unclear]
[unclear]
[unclear]
[unclear]

Term

Two years, extending from September 29th, 2023-September 28th, 2025;

General Wage

Effective September 29th, 2023, increase all classifications by 3.00%.

Effective September 29th, 2024, increase all classifications by 3.00%.

Retroactivity

Retroactivity to current and former employees before September 30, 2024.

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.

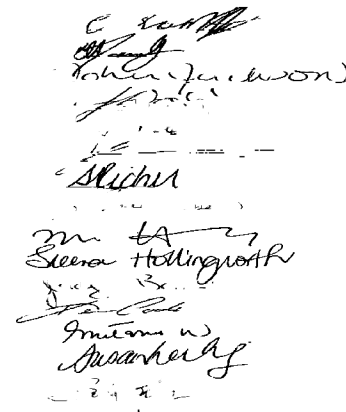
To support this commitment, where a committee or other hospital forum does not already exist, the local parties will endeavour in the first year of the collective agreement to establish a committee or other hospital forum. The local parties will coordinate to integrate at least one (1) representative, and one (1) alternate, selected or appointed by the Local from amongst bargaining unit employees to join said committee. The committee will meet on a frequency as determined by the 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.

ON BEHALF OF THE PARTICIPATING HOSPITALS



ON BEHALF OF THE CANADIAN UNION OF PUBLIC EMPLOYEES



LETTER OF UNDERSTANDING

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

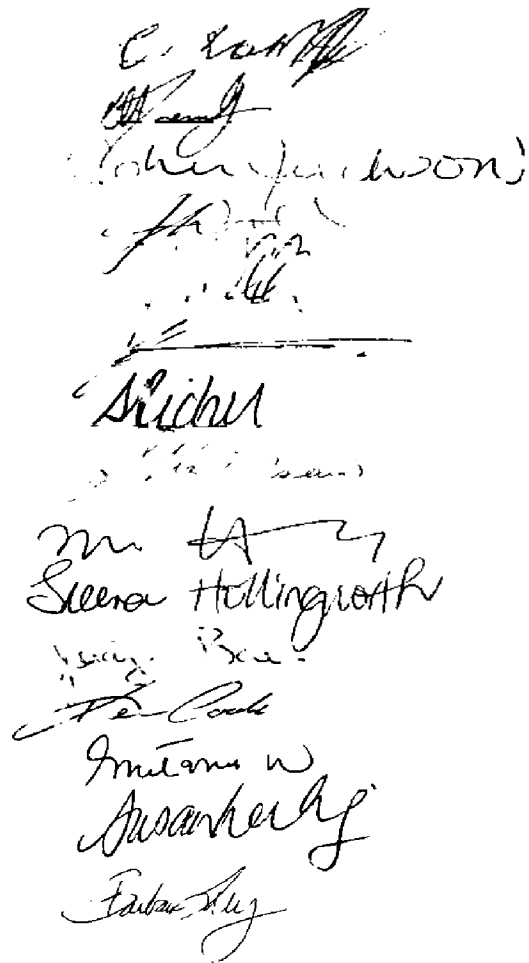
Participating CUPE locals and Hospitals agree to meet to discuss the merits of introducing HOODIP to their CUPE bargaining units.

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

**ON BEHALF OF THE PARTICIPATING
HOSPITALS**

Two handwritten signatures in black ink, one above the other, representing the participating hospitals.

**ON BEHALF OF THE CANADIAN
UNION OF PUBLIC EMPLOYEES**

A vertical list of handwritten signatures in black ink, representing the Canadian Union of Public Employees. The signatures include names such as John Jackson, Michel, Seena Hollingworth, and others.

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 three (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.

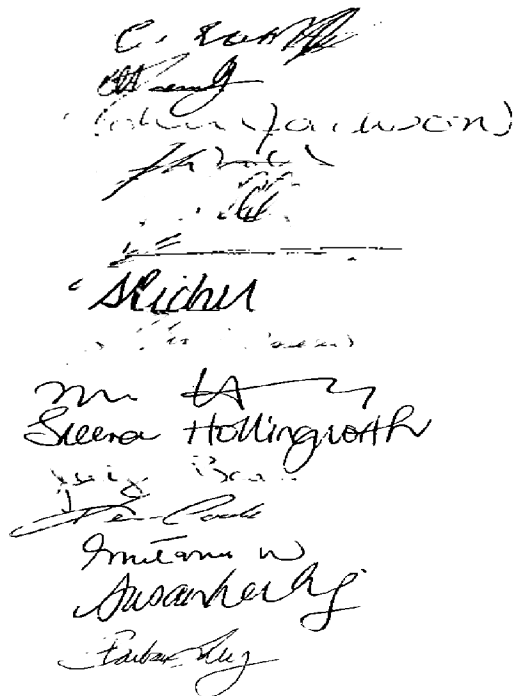
CUPE members will be granted such time off as is required to attend joint meetings of the working group. The time spent by the CUPE members to attend joint meetings of the working group will be deemed time worked and CUPE members will be compensated at their regular straight time hourly rate.

The working group will arrange its activities in order to endeavour to arrive at joint recommendations for the central parties by March 31, 2017.

**ON BEHALF OF THE PARTICIPATING
HOSPITALS**



**ON BEHALF OF THE CANADIAN
UNION OF PUBLIC EMPLOYEES**



LETTER OF UNDERSTANDING

Re: Voluntary Part-time Benefits

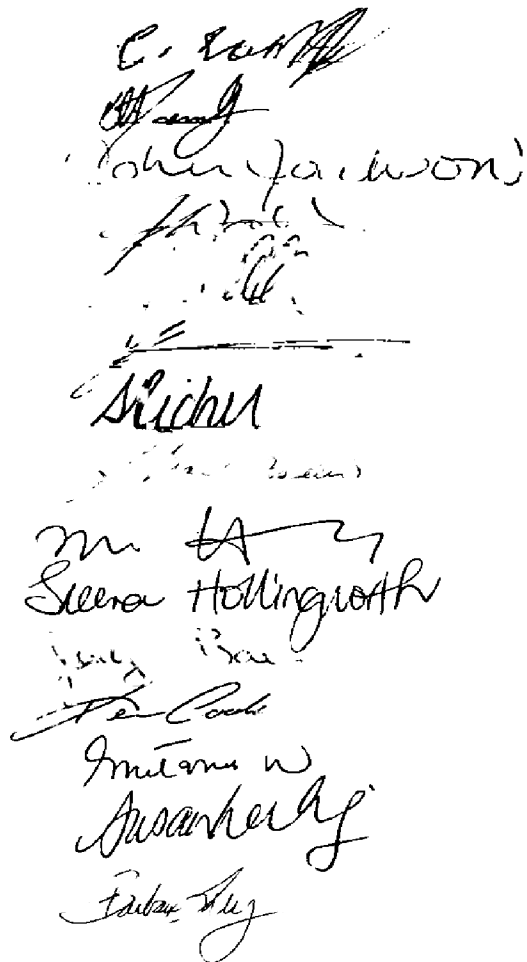
If the local parties agree, the Hospital will provide part-time employees with the option of voluntary participation in any and all of the group health and welfare benefit programs set out in Article 18.01. It is understood and agreed that the part-time employees would pay the Employer the full amount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

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

**ON BEHALF OF THE PARTICIPATING
HOSPITALS**

Handwritten signatures for participating hospitals, including one that appears to be 'J.P.R.' and another that is more stylized.

**ON BEHALF OF THE CANADIAN
UNION OF PUBLIC EMPLOYEES**

A list of handwritten signatures for the Canadian Union of Public Employees, including names like 'C. ...', 'John Jackson', 'Michael', 'Seena Hollingworth', 'A. Cook', 'Imogene W.', 'Awarber', and 'Edna ...'.

LETTER OF UNDERSTANDING

RE: RPN RATES

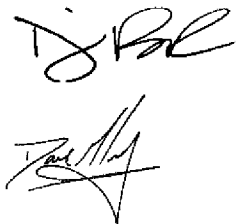
CUPE and the Participating Hospitals agree to establish a provincial working group consisting of up to three representatives each, to discuss the issue of RPN rates across the province, and the feasibility of moving towards a provincial or common wage rate.

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.

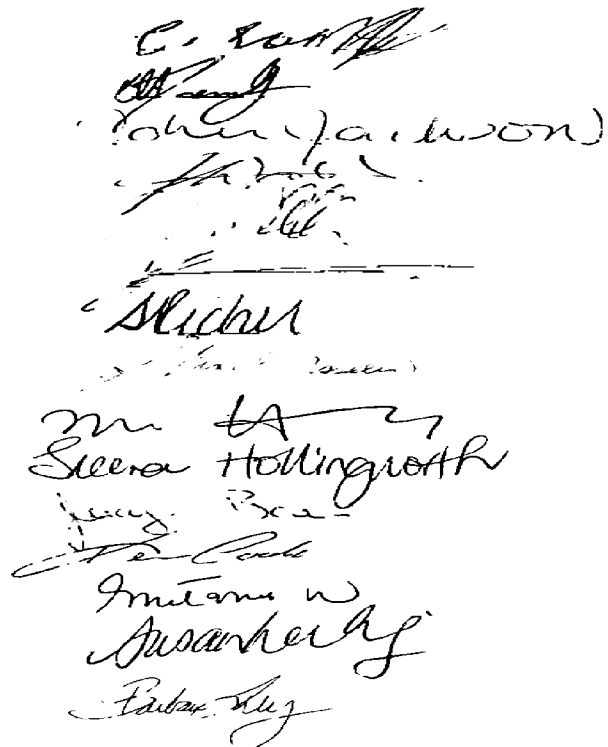
CUPE members will be granted such time off as is required to attend joint meetings of the working group. The time spent by the CUPE members to attend joint meetings of the working group will be deemed time worked and CUPE members will be compensated at their regular straight time hourly rate.

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.

**ON BEHALF OF THE PARTICIPATING
HOSPITALS**

Handwritten signatures for the Participating Hospitals, including two distinct signatures.

**ON BEHALF OF THE CANADIAN
UNION OF PUBLIC EMPLOYEES**

A list of handwritten signatures for the Canadian Union of Public Employees, including names such as C. Smith, John Jackson, Michael, Seena Hollingworth, and others.

LETTER OF UNDERSTANDING

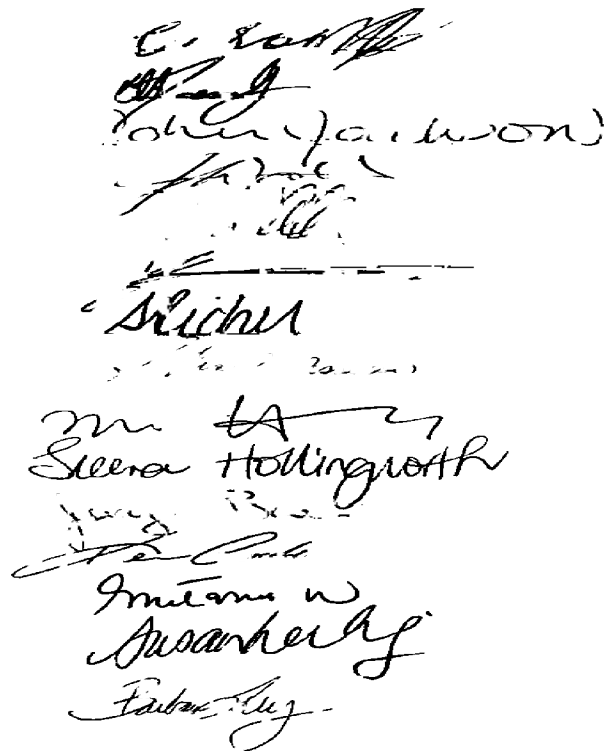
RE: Grievances Related to Article 3.02

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

**ON BEHALF OF THE PARTICIPATING
HOSPITALS**

Two handwritten signatures in black ink, one above the other, representing the participating hospitals.

**ON BEHALF OF THE CANADIAN
UNION OF PUBLIC EMPLOYEES**

A vertical list of handwritten signatures in black ink, representing the Canadian Union of Public Employees. The signatures are: C. Smith, John Jackson, Michael, Seena Hollingworth, and two others whose names are partially obscured or illegible.

LETTER OF UNDERSTANDING

RE: WORKLOAD COMPLAINT FORM

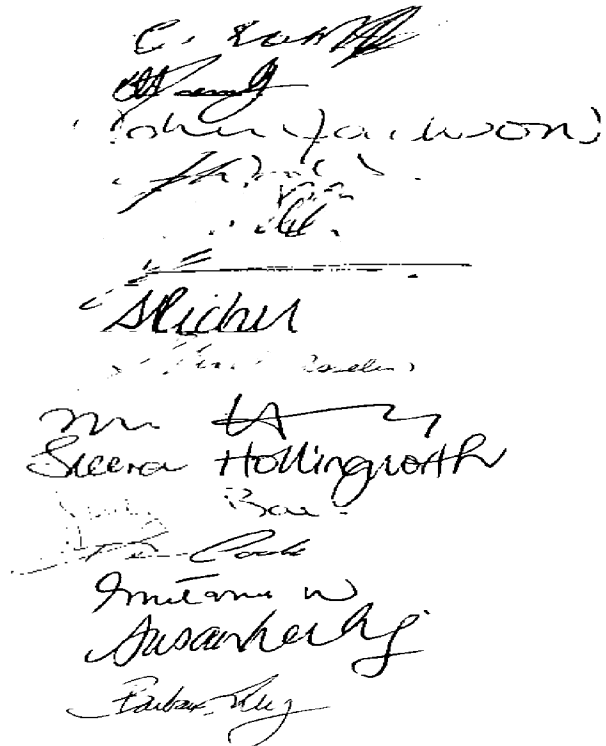
The Central Bargaining Committees for Ontario Hospital Association and the Canadian Union of Public Employees will establish a joint working group to develop a workload complaint form for Registered Practical Nurses. This committee will meet within thirty (30) days of ratification and complete its work 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.

**ON BEHALF OF THE PARTICIPATING
HOSPITALS**



Two handwritten signatures in black ink, one above the other, representing the participating hospitals.

**ON BEHALF OF THE CANADIAN
UNION OF PUBLIC EMPLOYEES**



A series of handwritten signatures in black ink, representing the Canadian Union of Public Employees. The signatures are arranged vertically and include names such as 'John Jackson', 'Michael', 'Sheera Hollingworth', 'Anita W.', 'Susan Kelly', and 'Barbara Kelly'.

LETTER OF UNDERSTANDING

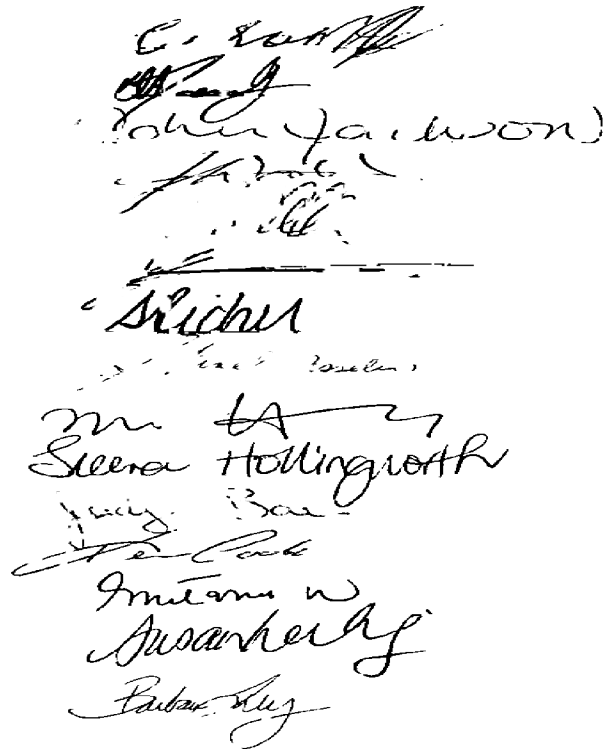
RE: MENTAL HEALTH BENEFITS

The Parties agree that in negotiations for the following collective agreement commencing September 29, 2023, the Parties will discuss expansion of the Mental Health Benefits and specifically, the benefits outlined in the OHA/OCHU Award of November 2022.

**ON BEHALF OF THE PARTICIPATING
HOSPITALS**

Handwritten signatures for participating hospitals, including two distinct signatures in black ink.

**ON BEHALF OF THE CANADIAN
UNION OF PUBLIC EMPLOYEES**

Handwritten signatures for the Canadian Union of Public Employees, including names like John Jackson, Michael, Seena Hollingworth, and others.

LETTER OF UNDERSTANDING

RE: Optimal Staffing Composition

The parties agree that periodic review of the composition of full-time, regular part-time, and casual staff ensures the optimization of the hospital workforce and may support quality work environments, support continuity of patient care, ensure adequate staffing resources, and support cost-efficiency. Such reviews should reflect the recruitment and retention considerations of the internal and external workforce, including the desire for stability and flexibility while ensuring service stability for patients in a 24/7 environment. It is also understood that such reviews occur at a point in time, and the optimal composition of full-time, regular part-time, and casual staff for a unit/department may change over time.

To this end, the parties agree to meet annually to discuss departments/units that would benefit from a review of the optimal composition of full-time, regular part-time, and casual staff. In order to conduct the review, the parties may review the following information for these departments/units:

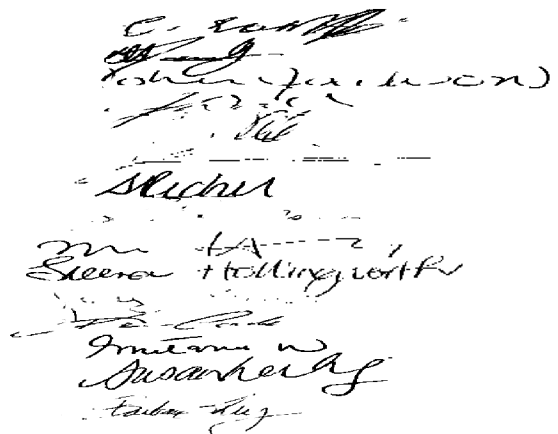
- Overtime hours
- Hours worked by casual staff
- Hours worked by regular part-time staff above their commitment as per the local appendix of the collective agreement.
- Recruitment and retention data
- Job postings
- Hours worked by agency staff
- Work Schedules

Where appropriate, if there are hours identified above that are consistent and recurring, they may be used to add or create full-time or regular part-time position.

ON BEHALF OF THE PARTICIPATING HOSPITALS



ON BEHALF OF THE CANADIAN UNION OF PUBLIC EMPLOYEES



Letter of Understanding

RE: Agency Staff Reporting

The Hospital will provide the Union, on a quarterly basis, with satisfactory reporting respecting the use of agency staff as follows:

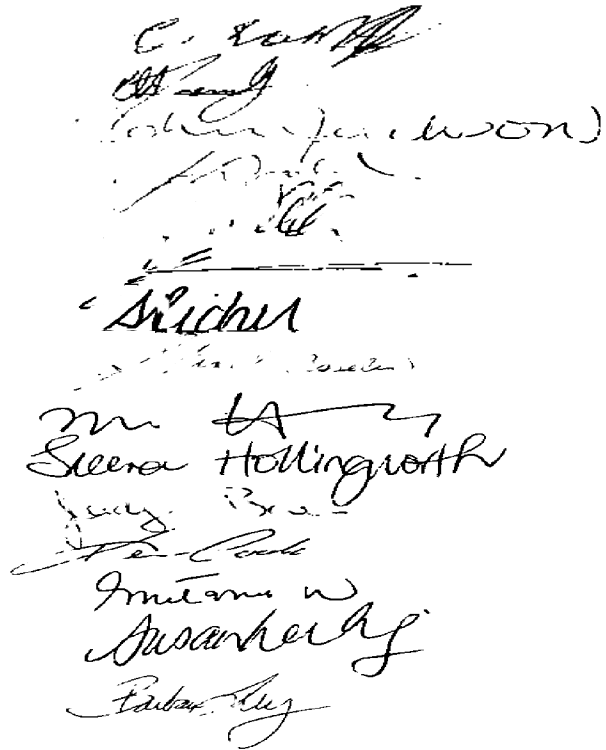
- i. Agency RPN and PSW hours worked per unit.
- ii. Total bargaining unit hours worked per unit.
- iii. Percentage of agency RPN and PSW hours worked per unit.
- iv. Total agency RPN and PSW hours worked hospital-wide.
- v. Total bargaining unit hours worked hospital-wide.
- vi. Percentage of total agency RPN and PSW hours worked hospital-wide.

The Union may, at its expense, arrange for an audit of the information provided, and the employer will cooperate in that audit process

**ON BEHALF OF THE PARTICIPATING
HOSPITALS**



**ON BEHALF OF THE CANADIAN
UNION OF PUBLIC EMPLOYEES**



LETTER OF UNDERSTANDING

RE: Nursing Graduate Guarantee Program

1. The Hospital may introduce supernumerary positions to newly graduated or internationally educated nurses in compliance with the government's 2023-24 Guidelines for Participation in the Nursing Graduate Guarantee Program. If these guidelines are amended in a way that directly impacts the terms and conditions of this LOU, the parties will meet centrally to renegotiate this letter of understanding.
2. Only so many positions will be created as are covered by government funding for supernumerary positions.
3. Newly graduated nurses are defined as those nurses who have graduated from a nursing program or refresher program within the last year. Internationally educated nurses are defined as those nurses who received their basic nursing education in a country other than Canada.
4. The Hospital will consult with the Union with regards to supernumerary positions in accordance with the 2023-2024 Nursing Graduate Guarantee Program Guidelines.
5. The applicable mentorship premium in the local appendix will apply.
6. Such supernumerary positions will not be subject to internal postings as per Article 9.05.
7. Such nurses will be full-time and covered by the full-time Collective Agreement.
8. The duration of such supernumerary appointments will be for the period of funding or such other period as the local parties may agree, provided such period is not less than twelve (12) weeks.
9. Such nurses can apply for posted positions during the supernumerary appointment but may not transfer to a permanent position before the end of the supernumerary appointment.
10. For the purpose of job posting, supernumerary nurses will be deemed to have no seniority within the bargaining unit. If they are the successful applicant in a job competition they will then be credited with service and seniority credits equal to all hours worked in their supernumerary position.
11. If the nurse has not successfully posted into a permanent position by the end of the supernumerary appointment, they will be reclassified as casual and this will not be considered a layoff.
12. The Hospital bears the onus of demonstrating that such positions are supernumerary.

Appendix - A - Non-RPN Workload Complaint Form - RENEW

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

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

SECTION 1: GENERAL INFORMATION

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

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

Unit/Area/Program: _____ Site/Location: _____

Date of Occurrence: _____ Time of Occurrence: _____

Shift Length: 7.5 hr. 11.25 hr. Other _____

Name of Manager/Supervisor: _____ Time Notified: _____

Date Form Submitted to Employer: _____

SECTION 2: WORKING CONDITIONS

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

Type of Work Being Performed (please describe)

Number of Staff on Duty _____ Usual Number of Staff on Duty _____

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

SECTION 3: DETAILS OF OCCURRENCE

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

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

SECTION 4: REMEDY

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

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

c) Was it resolved Yes No

Provide details of how it was or was not resolved:

SECTION 5: RECOMMENDATIONS

To correct the problem, I/We recommend:

SECTION 6: EMPLOYEE SIGNATURE(S)

Signature: _____ Date: _____

Phone #: _____ Email: _____

Signature: _____ Date: _____

Phone #: _____ Email: _____

Signature: _____ Date: _____

Phone #: _____ Email: _____

Signature: _____ Date: _____

Phone #: _____ Email: _____

SECTION 7: MANAGEMENT COMMENTS

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

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 Local ") 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 Local 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 Local wish to ensure that eligible employees receive comprehensive and accurate information about their coverage and entitlements;

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

1. Within thirty (30) days of the ratification by the Hospitals and the Local of the collective agreement, a provincial Joint Benefits Committee ("the Committee") will be established.
2. Both the Hospitals and the Local 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 Local 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 ninety (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 Local. Should the Hospitals and the Local 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.

APPENDIX OF LOCAL ISSUES

The following provisions, while not being an exhaustive listing, are appropriate for inclusion in an Appendix of Local Issues. Any local issue provisions which existed in the Employer's expiring collective agreement shall be continued in the Appendix of Local Issues subject to any changes, deletions or additions resulting from the current round of bargaining.

- Management Rights
- Statement of Religious Purpose
- Recognition
- Local Membership
- Dues Deduction and Remittance and Dues Lists
- Constitution of Local Bargaining and Grievance Committees
- Seniority Lists
- Scheduling
- Uniform Allowance
- Sick Leave Administrative Provisions
- Designation of Specific Holidays
- Administrative Provision re Payment of Wages
- Meal Allowances
- Bulletin Boards
- Mileage Allowance
- Communication to Local
- Vacation Administrative Provisions
- Pay Day
- Health & Safety
- Designation of Classifications Required to Wear Safety Footwear

Where a Employer and a Local have reached a settlement of all Local Issues, and the form in which their agreed issues are to appear in the collective agreement is inconsistent with the foregoing agreement of the central parties, then the local parties may re-open negotiations for the sole purpose of ensuring that the form of their collective agreement is consistent with the foregoing. Any difficulties in this regard shall be submitted to the Implementation Committee for resolution.

IMPLEMENTATION NOTE RE PREEXISTING CLAUSES

For those headings containing a reference to this note, if the expiring collective agreement applied to part-time employees, the existing provision shall continue, amended as appropriate by any amendment to the full-time provisions.

SCHEDULE "A" WAGE SCHEDULES

2023 (3.00%)	Step 1 (0 hrs)	Step 2 (1725 hrs)	Step 3 (1725 hrs)
Retail Associate	\$26.03	\$26.15	\$26.50
Porter	\$26.03	\$26.15	\$26.50
House Keeping	\$27.24	\$27.63	\$27.85
Material Management	\$27.24	\$27.63	\$27.85

2024 (3.00%)	Step 1 (0 hrs)	Step 2 (1725 hrs)	Step 3 (1725 hrs)
Retail Associate	\$26.81	\$26.94	\$27.29
Porter	\$26.81	\$26.94	\$27.29
House Keeping	\$28.05	\$28.46	\$28.69
Material Management	\$28.05	\$28.46	\$28.69

All Other Issues

All remaining issues to be resolved in accordance with the Sodexo Canada (William Osler Health System/ Brampton Civic Hospital and CUPE 145.06 collective agreement attached as Appendix "A"). If any amendments are necessary to reflect application to the Peel Memorial site the parties shall meet within 60 days of ratification to discuss and agree on any amendment. The Board chaired by Jasbir Parmar shall remain seized in the event of any dispute.

L.1 - SCOPE AND RECOGNITION

Service Full Time

The Employer recognizes the union as the sole collective bargaining agent for all service employees of the Employer, Sodexo Canada at Peel Memorial Centre, Ontario, save and except professional medical staff, graduate nursing staff, undergraduate nurses, graduate pharmacists, graduate dietitians, student dietitians, paramedical staff, technical personnel, supervisors, persons above the rank of supervisor, office and clerical staff, persons regularly employed for less than twenty-four (24) hours per week, persons employed for school vacation periods, and employees covered by other collective agreement.

Service Part Time

The Employer recognizes the union as the Sole Collective bargaining agent for all service employees of the Employer, Sodexo Canada at Peel Memorial Centre, Ontario, save and except professional medical staff, graduate nursing staff; undergraduate nurses, graduate pharmacists, graduate dietitians, student dietitians, paramedical staff, technical personnel, supervisors, persons above the rank of supervisor, office and clerical staff, persons regularly employed more than twenty-four (24) hours per week, persons employed for school vacation periods, and employees covered by other collective agreements.

L.2 – MANAGEMENT RIGHTS

The union recognizes that the management of the Sodexo Canada Ltd. and the direction of the working force are fixed with the Employer, and shall remain with the Employer, except as specifically limited by this Agreement and without restricting the generality of the foregoing, the union acknowledges that it is the function of the Employer to:

- a) Maintain order, efficiency and discipline;
- b) Hire, assign, discharge, direct, classify, transfer, promote, demote, layoff, recall, and suspend or otherwise discipline employees provided that a claim by an employee that they have been discharged, suspended or disciplined without just cause, may be the subject of a grievance and dealt with as hereinafter provided;
- c) establish, alter and enforce reasonable rules and regulations to be observed by the employees;
- d) generally to manage and operate the facility in all respects in accordance with its obligations and, without restricting the generality of the foregoing, to determine all work procedures, kind and location of equipment to be used, methods to be used, the allocation and number of employees required from time to time, the services to be performed, standards of performance of all employees, work assignments, not specially modified elsewhere in this agreement.
- e) The Employer agrees that the rights described in this Article shall be exercised in a manner consistent with the provisions of this agreement.

L.3 - DUES DEDUCTION

The Employer agrees to deduct an amount equal to monthly union dues from each employee in the bargaining unit.

The Employer will deduct the regular monthly union dues from the pay issued to employees. Such deductions shall become effective in the month following the month in which the employee was hired. The deduction shall be forwarded to the National Secretary-Treasurer of the union not later than the 15th day of the month following the month in which the deductions were made.

The Employer will at the same time provide the union with a list monthly, of all hiring, layoffs, recalls and terminations.

The union will save the Employer harmless from any claims made by employees for amounts deducted from their pay in accordance with the terms of this article.

The Employer shall forward a Dues Deduction List to the Treasurer on a monthly basis.

L.4 - UNION REPRESENTATION AND COMMITTEES

- a) Negotiating Committee

The Employer acknowledges the right of the union to appoint or otherwise select a Negotiating Committee of not more than six (6) employees in addition to the union President and National Representative, and one alternate to be recognized when one of the regular members is absent provided the Employer, is given at least forty-eight (48) hours notice. The Employer, will recognize the said committee with respect to any matters, which properly arise from time to time concerning the interpretation or administration of this Agreement and the negotiations for the renewal of the Agreement.

b) Grievance Committee

The Employer, acknowledges the right of the union to appoint or otherwise select a Grievance Committee of three (3) members, one of whom shall be the President of the union or designate.

c) Number of Stewards

1. In addition to the CUPE Union Executive Committee Representatives, the parties agree that there shall be up to ten (10) stewards.
2. The union will notify the Employer, of the names of the individuals in (a) above, following their election.
3. The parties agree that in the event of a change in the number of members that they will meet to evaluate the number of stewards needed.

The Employer shall not be required to recognize any employee as a Steward or as a member of the Negotiating Committee unless and until the union has given notice in writing of the names of those employees who are stewards or who are on such committees from time to time.

d) Labour Management Committee

In reference to article 6.02, there shall be equal representative of five (5) members. Additional members may be added from time to time by agreement of the parties to this agreement.

e) Redeployment Committee.

In reference to article 9.08, there shall be equal representative of five (5) members. Additional members may be added from time to time by agreement of the parties to this agreement.

f) Union Leave Days

The number of days granted to the bargaining unit as a whole under Article 12.02 shall total no more than three hundred and fifty (350) excluding leave requested by the bargaining unit President within any calendar year.

The union will reimburse the Employer, in full for any wages and benefits paid to employees on such leave, within thirty (30) days of receipt of the Employers, invoice.

L.5 - SENIORITY

Seniority lists of employees covered by this Agreement shall be posted on the union Bulletin Board with copies to the Secretary of the union in the months of January, April, July and October. Employees will have thirty (30) calendar days, from the date of posting to bring forth in writing, to management any concerns.

For the purpose of job posting competitions the seniority lists will be brought up to date as of the date of the last pay period end closing for the specific job posting. A twelve (12) month period/one year period outlined in Article 9.02 shall be defined as January 1 to December 31 of any given year.

L.6 – UNION SECURITY

- a) The Employer shall make available to the union, upon request, information required by the union, including job postings, classifications, wage rates, pension and benefit plans, all pertaining to the bargaining unit.
- b) Any amendments to the above shall be made available to the union.
- c) The Employer shall make available to the union, upon request, but in no case more often than twice annually, a list of addresses and phone numbers of those employees who are considered active and as defined under Article L.1. In respect of retirees, the Employer, will provide a monthly list as described above outlining those newly retired employees whose status changed during the reported period. In being requested under this Article, the union agrees to save harmless and indemnifies the Employer from and against all claims made by employees 'in' relation to the Employer, compliance with this Article.

L.7 – POSTING NOTICES

The Employer, shall provide one (1) locked bulletin board at each Sodexo Canada Ltd. Site upon which the union may post any notice, which has been approved by the Employer, for posting. One (1) additional locked bulletin board to be located at PMC pending mutual agreement of location between the Company, CUPE and Osler. The union agrees to share equally the cost the cost of the additional board with the Employer.

L.8 - HOURS OF WORK & SCHEDULING (Part Time Employees)

- L. 8-1** The Employer will endeavour to post one (1) two-week schedule, four (4) weeks in advance of being effective.
- L.8-2** It is understood that the Employer will equitably distribute all scheduled shifts and half (1/2) shifts over the two-week period.
- L.8-3** There will no shifts less than four (4) hours. When the Employer requests that staff attend education, training sessions, or meetings that may be less than four (4) hours in duration, payment for attendance at these meetings will be on a regular straight time hourly basis. No shift differentials/premiums are payable for hours spent attending education, training sessions or meetings. Unless contrary to any applicable act/legislation.

- L.8-4** An employee shall submit a request for specific days off in writing to their department Manager or their designate at least two (2) weeks in advance of the schedule becoming effective in which the days occurs. The Employer will respond to an employee's request for specific days off no later than five (5) days after the request has been received.

This does not preclude the department Manager or their designate from considering special requests for specific days off submitted on short notice by an employee. Requests for specific days off will not be unreasonably denied.

- L. 8-5** Any regular part-time or casual employee who refuses to accept a work assignment which is in accordance with their committed availability on three (3) occasions in a twelve (12) month period, without an excuse acceptable to the Employer, shall be deemed to have resigned their casual or regular part time position. It is understood that the Employer will contact the employee prior to determining their Failure to Report status.

Where a shift offered provides less than sixteen (16) hours between shifts, any refusal in this instance will not be counted.

- L. 8-6** Employees shall be allowed at least twenty-four (24) consecutive hours off of work when changing from night to day shift.

- L. 8-7** When hours of work exceed 7.5 hours due to a daylight savings time change, employees shall be paid for the total hours worked at their regular straight time of pay. When the hours of work are less than 7.5 hours due to daylight savings time change, employees shall be paid for the total number of hours at their regular rate of pay.

L.8-8 SHIFT EXCHANGE

Employees may request an exchange of a scheduled shift. These requests must be submitted in writing, in advance to the employee's Supervisor or their designate. The request must be co-signed by the employees involved and approved in advance by the employee's Supervisor or their designate. Such requests will not be unreasonably denied.

In instances where an employee's work schedule has been changed due to a mutual agreement between employees there shall be no overtime payable. The employee who initiated the shift exchange request will be deemed not available for the original date that was exchanged.

L. 8-9 AVAILABILITY

Part-time employees are required to provide their availability, for periods of three (3) months at a time, further to the following requirements:

- a) Four (4) days between Monday through Friday, per two (2) week schedule; and
- b) One (1) weekend, Saturday and Sunday per two (2) week schedule; and

- c) Fifty (50%) percent of the Public Holidays including Christmas or New Years as per L.8.11; and
- d) Two of the four days of availability in (a) above will require the employee to identify their availability to work either days and evenings, days and nights, or evenings and nights.

Agreement to accept availability on a more limited basis may be reached between the employee and their department Manager. The union will be notified of all limited availability agreements. Employees who enter into these availability agreements will be exempted from the equitable distribution of scheduled and pick-up shifts.

L. 8-10 WEEKEND WORK

If an employee is scheduled to work more than one (1) weekend in a two (2) week schedule, they will receive premium payment of one and one half (1 ½) times their straight time hourly rate of pay except where:

- a) Such weekend has been worked by the employee to satisfy specific days off requested by such employee; or
- b) Such weekend has been worked, as a result of an exchange of shifts with another employee which has been approved by the department Supervisor or their designate; or
- c) Such weekend has been worked, as a result of agreeing to work a shift that became available after the schedule was posted; or
- d) In cases where the job posting specifically requires continuous weekend work. In these cases, the job posting will contain the statement; "Please be advised that this job requires continuous weekend work." It is understood that these employees work weekends only unless operational needs would necessitate an offer to work a shift Monday through Friday. For clarity, the regular part-time and casual employee callin lists have been exhausted.
- e) A weekend shall consist of fifty-six (56) consecutive hours commencing no later than the end of the Friday evening shift and ending no sooner than the beginning of the Monday day shift, unless otherwise mutually agreed between the union and the Employer. For the purposes of 15.09, the parties are agreed the weekend premium commences at 23:00 hours Friday and ends at 23:00 hours Sunday.

L. 8-11 PUBLIC HOLIDAYS

The Employer shall endeavour to provide an equitable schedule distribution of holidays, on an annual basis subject to the employee's availability as per L.8.9 (c).

Where possible for the Employer to do so, the Employer agrees to schedule employees during the Christmas and New Year's period so that employees will have one of these two days off. When an employee is scheduled to work Christmas Day, they will be scheduled off for Christmas in the following year. For the purposes of this article only, Christmas will be considered Christmas Day and Boxing Day (December 25th and 26th). New Year's will be considered New Year's Eve and New Year's Day (December 31st and January 1st). If

the employee requests and the Employer agrees, the employee may work both Christmas and New Year's Day.

Requests for vacation will be considered but may not be granted from December 10th to January 10th.

L. 8-12 SHIFT DISTRIBUTION - After the Schedule Is Posted

The Employer shall offer shifts and half (1/2) shifts that become available after a schedule is posted, as per L. 8-1, on an equitable basis in rotating order of seniority over the posted two-week schedule subject to the employee's availability as outlined in L.8.9.

It is understood that the Employer is not required to offer shifts which would result in premium payments.

For call-in shifts, a list of employees will be maintained for each pay period, in order of seniority. For each call-in shift, the Employer will place a telephone call to the most senior employee, offering them the call-in shift. The Employer will leave a voice message confirming the call, where voicemail is available.

The shifts will be deemed offered to an employee when a telephone call is placed. If an employee does not answer the telephone, declines the shift or is otherwise unavailable for a shift.

It is understood that an employee may return a missed call. Should the shift remain available, the Employer will assign the originally offered shift to the employee.

Once an employee accepts a call-in shift during a pay period, that employee will not be considered for subsequent call-in shifts until all other employees have been offered the shift.

The above process is repeated for all subsequent call-in shifts during the same pay period. For each new call-in shift, the Employer will start by calling the most senior employee that has not accepted a call-in shift during that pay period.

L.9 - HOURS OF WORK & SCHEDULING (Full Time Employees)

L.9-1 The Employer will endeavor to post one (1) two week schedule, four (4) weeks in advance of being effective. All full time shifts and positions will be represented on posted schedules. All lines will be kept on posted schedules.

Requests for specific days off will be submitted in writing at least two (2) weeks in advance of the schedule becoming effective. The Employer agrees to respond to these requests within five (5) days. This does not preclude the supervisor from considering special requests submitted on short notice. Requests for specific days off will not be unreasonably denied.

Shift Exchange

Employees may request an exchange of scheduled shifts provided such requests are submitted, in writing, to the immediate supervisor or their designate, co-signed by the employees involved and approved by the immediate supervisor or their designate. These shift exchanges can only occur for shifts that occur within the same two (2) week schedule.

Such requests will not be unreasonably denied.

In instances where an employee's work schedule has been changed due to a mutual agreement between employees there shall not be any overtime payable.

L.9-2 In preparing schedules, the Employer will endeavour to adhere to the following objectives:

a) Every effort shall be made to give full-time employees weekends off. Should an employee be required to work three (3) weekends, then time and one half (1-1/2) shall be paid save and except where:

i) Such weekend has been worked by the employee to satisfy specific days off requested by such employee; or

ii) Such employee has requested weekend work ;or

iii) Such weekend is worked as a result of an exchange of shifts with another employee;

b) No split shifts;

c) There will be a minimum of sixteen (16) hours off between the ending of one shift and the starting of another. Employees who are required to report for a shift when less than sixteen (16) hours has elapsed between the ending of one shift and the starting of another, shall be paid a premium rate of one and one-half times (1 ½) their hourly rate for whatever portion of the sixteen (16) hours has been encroached. Employees will be provided with at least forty-eight (48) hours of work off following a period of night shifts when shifts are changed;

d) In meeting the requirements of one (1) weekend off in two (2) or not more than six (6) consecutive scheduled shifts in a row, the Employer shall be entitled to schedule split days off.

e) Where employees rotate shifts, the Employer shall endeavor to schedule fifty (50%) of work time on the day shift and fifty percent (50%) on the other shift or shifts as the case may be.

f) An employee will not be required to change shifts more than once during the work week, unless otherwise mutually agreed between the employee and their immediate supervisor.

L.9-3 A weekend shall consist of fifty-six (56) consecutive hours commencing no later than the end of the Friday evening shift and ending no sooner than the beginning of the Monday day shift, unless otherwise mutually agreed between the union and the Employer. For the purposes of Article 15.09, the parties agree that the weekend commences at 23:00 hours Friday and ends at 23:00 hours Sunday.

L.9-4 Where possible for hospital, to do so, the Employer agrees to schedule employees during Christmas and New Year's period so that employees will have a period off. At a minimum, employees will either have the Christmas or New Year's period off. When an employee is scheduled to work Christmas Day, they will be scheduled off for Christmas in the following year. For purposes of this article only, Christmas will be considered Christmas Day and Boxing Day (December 25th and 26th). New Year's will be considered New Year's Eve and New Year's Day (December 31st and January 1st). If the employee requests and the Employer agrees, the employee may work both Christmas and New Year's Day. Requests for vacation will be considered but may not be granted from December 10th to January 10th.

L.9-5 The parties agree to form a working group consisting of management and union Representatives to explore Monday to Friday work schedules for full-time employees and alternative options that help improve employee satisfaction. The committee will meet within three (3) months of ratification.

- Impact on patient care satisfaction
- Master schedule for full and part-time employees
- Averaging agreement
- Impact on full time current compliment
- Impact on part time employees
- Impact on Part time availability
- Impact on all CBA articles as related to scheduling
- Implementation plan with timeline

L.10 SCHEDULING (Casual Part-Time Employees)

Casual employees are required to be available for work as follows:

- a) Two (2) shifts per pay period averaged over a six (6) week schedule;
- b) Rotate two (2) shifts: days/evenings, days/nights or evenings/nights where operationally required;
- c) Two (2) weekend shifts in six (6);
- d) Thirty percent (30%) of Public Holidays per year including one of either Christmas or New Year's.

L.11 - SCHEDULING (Full-Time and Part-Time Employees)

An employee who works the greater number of hours on a recognized holiday shall be deemed to have worked the holiday for purposes of premium payment.

L.11-1 - PART TIME HOURS

Both parties agree to meet no later than three (3) months subsequent to the ratification/award of the collective agreement to review all part-time hours. Should it be established that there are part-time employees consistently working equal or greater than

full-time hours, both parties agree to identify the appropriate number of full-time positions that may be available and to undertake steps toward the conversion to full-time positions.

L.12 - EXTENDED TOURS

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

- i. Eighty percent (80%) of the employees in the unit/department indicate by secret ballot their desire to work extended shifts.
- ii. Employees working extended tours shall receive every second week- end off, unless otherwise agreed to between the employee and Employer;
- iii. An employee working extended hours will not be scheduled to work more than four (4) consecutive shifts.
- iv. The meal periods and rest periods will be as per Central Agreement.
- v. Where department/unit implements extended tours, a review will occur after six (6) months of implementation.
- vi. This clause will not affect the validity of existing Extended Tours.

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

- ii) Eighty (80%) of the employees affected so indicate by secret ballot.
- ii) The Employer, because of
 - adverse affect on patient care, or
 - inability to provide a workable staffing schedule, or
 - the Health Centre wishes to do so for other reasons which are neither unreasonable nor arbitrary.

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

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

L.13 - CANCELLATION OF SHIFTS

- a) Forty-eight (48) hours notice of cancellation of a shift unless the cancellation is beyond the control of the Employer. Where forty-eight (48) hours notice is not given, the employee will be paid four (4) hours.
- b) Part-time and Casual Staff filling full-time positions on a temporary basis, will be cancelled before full-time staff in reverse order of seniority.

L.14 - OVERTIME

Overtime shall be offered first to full-time and then to part-time employees, on an equitable basis in descending order of seniority based on an employee's ability and availability to do the work required.

L.15 - VACATION

- a) Vacation requests for the period December 10 to January 10 will be submitted to the department by September 10 of each year, approved and posted by October 10.
- b) When determining the vacation schedule, Management will consider the employee's seniority, their preference and staffing needs.
- c) Approval of requests for vacation periods submitted after March 1st (for the period of June 15 to September 15) and September 10 (for the period of December 10 to January 10) will be based on operational staffing needs.
- d) In the event of exceptional needs the Employer will consider each request on its own merits.
- e) Vacation must be taken no later than twelve (12) months following the year in which it was accrued.

L.15-1 VACATION (Part Time Employees)

Part-time employees will be paid their corresponding vacation entitlement on each pay.

L.16 - PAID HOLIDAYS

The Employer, agrees to recognize the following paid holidays:

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

Lieu Days

- a) When a full-time employee qualifies for a lieu day, such lieu day will be granted within one hundred eighty (180) days following the date on which the holiday occurs unless otherwise mutually agreed upon. The day on which the lieu day is taken must be submitted, and approved by Management. Should a full-time employee fail to utilize the lieu day within one hundred eighty (180) days, the Employer may unilaterally assign the day on which it shall be used.
- b) A full-time employee who would normally be scheduled to work a paid holiday will have the choice of working on the holiday or taking the day off. It is understood, however, that operational circumstances may not allow that all full-time employees be granted the requested day off. If one or more full-time employees are required to work, the employees will be chosen in the reverse order of seniority. This clause shall not be interpreted as a requirement to schedule work that is not required.
- c) A part time employee scheduled to work on a weekend of a paid holiday will be scheduled to work the holiday where possible, subject to (b) above and subject to maintaining an equitable distribution of holidays as provided in this agreement.

L.17 - SICK LEAVE NOTIFICATION

- a) Employees unable to report to work for all or part of a scheduled shift due to illness shall notify their immediate supervisor, or an alternate designated by the Supervisor, as soon as possible. Minimum notice of at least four (4) hours prior to the commencement of a scheduled afternoon or night shift shall be required, and at least one (1) hour prior to the commencement of a day shift is required. At the time such notice is given the employee should indicate, in general terms, the reason for the absence and the expected date of return.
- b) Employees intending to return to work from an absence due to an illness of four (4) days or less, must notify the Employer, at least twelve (12) hours prior to the beginning of their shift. Employees returning from an absence due to illness of longer than four (4) days, must notify the Employer, at least twenty-four (24) hours in advance of their next scheduled shift. In the event an employee fails to provide such notification and a replacement is arranged the employee may be denied the opportunity to work any part of the shift in question.

L.18 - UNIFORM

- a) All employees must wear uniforms provided by the company. Sodexo uniforms must not be worn outside the workplace, except when traveling to and from work.
- b) An employee who does not receive a company issued uniform will receive an allowance of \$150.00 per year.
- c) Uniform replacement as required as a result of damage will be considered on an individual basis. The cleaning and minor repairs of the company issued uniforms is the sole responsibility of the employee.

- d) Full-time employees will receive an initial 5 uniforms and replacement uniforms will be as per L-18 (c) above.
- e) Part-time employees will receive an initial 3 uniforms and replacement uniforms will be as per L-18 (c) above.

L.19 - MEAL ALLOWANCE

Employees required to work more than three (3) hours beyond their full shift hours in a day shall be provided with fifteen (\$15.00) dollars.

L.20 - MILEAGE

When an employee is required to travel to the facility or return to their home as a result of reporting to or off work between the hours of 2400 and 0600 hours (other than reporting to or off work for their regular shift) or at any time while on stand-by, the Employer will pay transportation costs either by taxi or by their own vehicle at the corporate rate per kilometer (to a maximum of twenty dollars (\$20.00) or such greater amounts as the Employer may in its discretion determine for each trip between the aforementioned hours. The employee will provide to the Employer with satisfactory proof of payment of such taxi fare.

The Employer will provide a mileage allowance of the corporate rate, where union representatives fulfilling their obligations under the terms of the Collective Agreement use their own vehicles to attend a meeting required by the Employer.

An Employee required to travel to another work location of the Employer during their assigned shift will be provided a mileage allowance of the corporate rate.

L.21- OCCUPATIONAL HEALTH & SAFETY

L.21-1 - JOINT OCCUPATIONAL HEALTH & SAFETY COMMITTEE

- a) The Employer, and the union agree that they mutually desire to maintain standards of safety and health in the Employer, in order to prevent accidents, injury and illness. The parties further agree that in promoting and maintaining health and safety and wellness throughout the organization, the precautionary principle, which states that action to reduce risk need not await scientific certainty, be the guiding principle. The Employer, 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.
- b) The union and the Employer shall cooperate in promoting and improving rules and practices which promote an environment which will enhance the well-being of all employees and will provide protection from factors adverse to occupational health and safety.
- c) The Employer and all employees shall comply with all applicable federal, provincial and municipal health and safety legislation and regulations. All standards established under such legislation and regulations shall constitute acceptable practice which may be improved upon by agreement of the Joint Occupational Health and Safety Committee or in negotiations with the union.

- d) At least one (1) representative of the Joint Occupational Health and Safety Committee shall be selected from each site appointed by the union. The Joint Occupational Health and Safety Committee shall hold meetings at least once per month, or more frequently if agreed between the union and the Employer for jointly considering, monitoring, inspecting, investigating, reviewing and improving health and safety conditions and practices. Minutes shall be taken of all meetings and copies shall be sent to the Employer and union.
- e) The Employer shall be granted twenty-one (21) days to respond, in writing, to written recommendations from the Joint Occupational Health and Safety Committee.
- f) Time spent by members to attend educational courses and seminars for instruction and upgrading on Health and Safety matters and approved by the Joint Occupational Health and Safety Committee shall be considered as time worked and shall be paid for in accordance with the terms of this agreement with no loss of seniority.
- g) The Employer shall provide all employees working in any unsanitary or potentially hazardous jobs with the necessary tools, protective equipment and clothing required. These shall be maintained and replaced, where necessary, at the Employer's expense.

The Employer agrees to make available to employees protective clothing and safety devices to as required. Individual protective clothing and safety device items that are required but not provided by the Employer, with pre-approval by the department Manager will be reimbursed on an individual basis.

L.21-2 - VIOLENCE IN THE WORKPLACE

The parties agree that a safe workplace, free of violence and harassment, is a fundamental principle of a healthy workplace. Commitment to a healthy workplace requires a high degree of cooperation between the Employer, employees and the union. Any one of these parties should feel empowered to report incidents of disruptive behaviour without fear of retaliation. The parties are committed to a harassment free environment and recognize issues in a timely and effective manner as set out below:

1. Violence shall be defined as any incident in which anyone is abused, threatened, or assaulted during the course of their employment. It includes the application of force, verbal abuse, threats with or without weapons. The parties agrees that such incidents will not be condoned. Anyone who believes they have been subject to such incident shall report this to a supervisor and/or union representative who will make every reasonable effort to rectify the situation.
2. The Employer and union agrees to develop formalized policies and procedures in consultation with the Joint Health and Safety Committee to deal with workplace violence. The policy will address the prevention of violence and the management of violent situations and support anyone who has faced workplace violence. These policies and procedures shall be communicated to all employees.
3. The Employer will report all incidents of violence to the Joint Health and Safety Committee for review. The Employer will inform the union within three (3) days of any employee who has been subjected to violence while performing their work. Such information shall be submitted in writing to the union as soon as possible.

4. The Employer agrees to provide training and information on the prevention of violence to all employees who come into contact with potentially aggressive persons. This training will be done during a new employee's orientation and updated as required.

L.21-3 - PROTECTIVE FOOTWEAR

Designated Employees within the following departments receive the footwear allowance as per Article 19.01:

Food Services
Building Engineering and Maintenance Environmental Services Materials Management
Logistics Portering & Linen

The footwear allowance will be paid to designated employees on the first pay date in January.

L.21-4 - HAND TOOLS

The Employer, will provide the appropriate tools that are required in the performance of their duties to employees who require them. Worn out and broken tools shall be replaced by the Employer upon presentation of the tool by the employee.

L.22 - COMPENSATION

An employee hired by the Employer with recent and related experience, may claim at the time of hiring consideration for such experience. Any such claim shall be accompanied by verification of previously related experience. The Employer shall then evaluate such experience during the probationary period.

Where, in the Employer's opinion such experience is relevant, the employee shall be slotted in that step of the wage progression consistent with one (1) year's service for every one (1) year's/1725 hours of related experience in the classification on the completion of the employee's probationary period. It is understood and agreed that this shall not constitute a violation of the wage schedule of the Collective Agreement.

a) Lead Hands

These employees will not be responsible for any disciplinary action taken against employees but they will direct employees to assigned work duties. Employees will be required to co-operate with and follow the direction of Lead Hands. Lead Hands shall receive a premium of one dollar and fifty cents (\$1.50) per hour.

L.25 – ACCOMMODATION

An employee unable to perform their normal duties and requiring accommodation by the Employer, shall inform the Employer of such request. Any request shall be supported by medical documentation. Assignment to alternate duties or any other accommodation will be undertaken by the Employer in compliance with the Human Rights Code and/or the Workplace Safety and Insurance Act (WSIA).

The Employer and the union are committed to a consistent, fair approach to meeting the needs of disabled workers, to restoring them to work which is meaningful for them and valuable to the Employer and to meeting the parties' responsibilities under the law.

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

On a monthly basis, the Employer will notify the union President or their designate of the names of all bargaining unit employees who have been absent from work due to a work-related injury, or non-occupational injury/illness or are in receipt of long-term disability benefits.

When it is medically determined that an employee is unable to return to the full of their position because of disability, the Employer will meet with a representative of the union to discuss the circumstances surrounding that employee's return to suitable work. The National Representative shall not be precluded from attending the meeting.

The union shall receive a copy of all return to work/modified work plans.

L.26 - WAGES

- a) Attached hereto and forming part of this Agreement will be: Schedule A: Full-Time/Part-Time Job Classifications and Rates of Pay.
- b) The Employer shall classify employees and pay the corresponding rates of pay as set forth in Schedule A.

L.27 - COLLECTIVE AGREEMENT

The collective agreement will be printed within sixty (60) days of the ratification date. The cost of printing of the Collective Agreement will be shared equally by the Employer and the union.

The Employer will distribute a copy of the Collective Agreement to all bargaining unit employees. For new employees, the Employer will provide sufficient copies of the Collective Agreement to the union for distribute at orientation.

L.28 – WITHDRAWAL OF GRIEVANCES

The union may, by written notice, withdraw a grievance at any time. The withdrawal of a grievance shall not prejudice the position of the union on any other grievance of a similar nature.

LETTER OF UNDERSTANDING

Sodexo Canada Ltd.

and

C.U.P.E. LOCAL 145.6


RE: Job Sharing

Both parties agree to meet no later than six (6) months subsequent to the ratification/award of the collective agreement to review Job Sharing implementation and create a mutual agree procedure in accordance with Central Language Article 14.05.

FOR THE EMPLOYER

Roberta Polyak
Roberta Polyak (Jan 7, 2025 09:26 EST)

FOR THE UNION


Mark Yougdeen (Jan 8, 2025 08:54 EST)

Erica Young
Erica Young (Feb 4, 2025 06:23 EST)