

**COLLECTIVE AGREEMENT**

**Between**

**UNIVERSITY HEALTH NETWORK - HILLCREST REACTIVATION  
CENTRE**

**(hereinafter called the “Hospital”)**

**and**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 5439**

**(hereinafter referred to as the “Union”)**

**Term: September 29, 2023 – September 28, 2025**

## Table of Contents

ARTICLE 1 – PREAMBLE .....	1
1.01 – PURPOSE.....	1
ARTICLE 2 – RECOGNITION.....	1
ARTICLE 3 – DEFINITIONS .....	1
3.01 – TEMPORARY EMPLOYEE.....	1
3.02 – PART-TIME COMMITMENT .....	1
3.03 – REGULAR PART-TIME EMPLOYEE .....	2
3.04 – CASUAL EMPLOYEE .....	2
ARTICLE 4 - MANAGEMENT RIGHTS .....	2
ARTICLE 5 – RELATIONSHIP .....	3
5.01 – NO DISCRIMINATION .....	3
5.02 – ATTENDANCE MANAGEMENT .....	3
ARTICLE 6 – STRIKES & LOCKOUTS .....	3
ARTICLE 7 – UNION SECURITY AND DUES .....	3
7.08 – NOTIFICATION TO UNION .....	4
7.09 – EMPLOYEE INTERVIEW.....	4
ARTICLE 8 – UNION REPRESENTATION AND COMMITTEES.....	4
8.01 – UNION ACTIVITY ON PREMISES AND/OR ACCESS TO PREMISES .....	4
8.02 – LABOUR-MANAGEMENT COMMITTEE.....	5
8.03 - GRIEVANCE COMMITTEE.....	5
8.04 – NEGOTIATING COMMITTEE.....	5
8.05 – UNION STEWARDS .....	6
ARTICLE 9 – GRIEVANCE AND ARBITRATION PROCEDURE.....	6
9.03 – INITIAL COMPLAINT STAGE.....	7
9.04 – POLICY GRIEVANCE.....	7
9.05 – GROUP GRIEVANCE.....	7
9.06 – SUSPENSION OR DISCHARGE GRIEVANCE.....	8
9.08 – ARBITRATION .....	8
9.15 – TIME PERIODS AND LIMITS .....	9
ARTICLE 10 – ACCESS TO PERSONNEL FILE.....	9
10.01 – ACCESS TO PERSONNEL FILE.....	9
10.02 – CLEARING OF RECORD .....	9
10.03 – DISCIPLINE – NOTIFICATION TO UNION .....	9
ARTICLE 11 – SENIORITY .....	10

11.01 – PROBATIONARY PERIOD.....	10
11.02 (A) – DEFINITION OF SENIORITY.....	10
11.02 (B) –SENIORITY LISTS.....	10
11.03 – LOSS OF SENIORITY.....	10
11.04 – EFFECT OF ABSENCE.....	11
11.05 – JOB POSTING.....	12
11.06 – TRANSFER AND SENIORITY OUTSIDE THE BARGAINING UNIT.....	13
11.07 (A) – TRANSFER OF SENIORITY AND SERVICE.....	13
11.07 (B) - PORTABILITY OF SERVICE.....	14
11.07 (C) -TRANSFORMATION IN HEALTH CARE.....	14
11.08 (A) – NOTICE.....	15
11.08 (B) – RETIREMENT ALLOWANCE.....	17
11.08 (C) – VOLUNTARY EXIT OPTION.....	17
11.09 – LAYOFF AND RECALL.....	18
11.10 – BENEFITS ON LAYOFF.....	19
11.11 – RETRAINING.....	19
11.12 - SEPARATION ALLOWANCES.....	20
11.13 – TECHNOLOGICAL CHANGE.....	20
11.14 – PROFESSIONAL DEVELOPMENT.....	21
11.15 – PROFESSIONAL RESPONSIBILITY, PATIENT CARE, WORKLOADS & STAFFING.....	21
11.16 – PROFESSIONAL RESPONSIBILITY.....	22
11.17 – WORKLOAD ISSUES.....	23
ARTICLE 12 – CONTRACTING OUT.....	23
12.01 – CONTRACTING OUT.....	23
12.02 – CONTRACTING IN.....	23
ARTICLE 13 – WORK OF THE BARGAINING UNIT.....	24
13.01 – WORK OF THE BARGAINING UNIT.....	24
ARTICLE 14 – LEAVES OF ABSENCE.....	24
14.01 – PERSONAL LEAVE.....	24
14.02 – UNION BUSINESS.....	24
14.03 (A) – FULL-TIME POSITION(S) WITH THE UNION.....	25
14.03 (B) – FULL TIME POSITION(S) WITH THE UNION.....	25
14.03 (C) – LEAVE FOR OCHU PRESIDENT, SECRETARY-TREASURER, & FIRST VICE-PRESIDENT.....	26
14.04 – BEREAVEMENT LEAVE.....	26
14.05 (A) – JURY & WITNESS DUTY.....	26

14.05 (B) – JURY & WITNESS DUTY .....	27
14.06 (A) – PREGNANCY LEAVE .....	28
14.06 (B) – PREGNANCY LEAVE .....	29
14.07 (A) – PARENTAL LEAVE .....	30
14.07 (B) – PARENTAL LEAVE.....	31
14.08 – EDUCATION LEAVE.....	32
14.09 – MEDICAL CARE AND EMERGENCY LEAVE .....	33
14.10 – COMPASSIONATE CARE LEAVE .....	34
ARTICLE 15 – SICK LEAVE, INJURY AND DISABILITY .....	34
15.01 – HOODIP .....	34
15.02 – INJURY PAY .....	36
15.03 – PAYMENT PENDING DETERMINATION OF WSIB CLAIMS (FT) .....	36
ARTICLE 16 – HOURS OF WORK AND SCHEDULING .....	36
16.01 – DAILY & WEEKLY HOURS OF WORK .....	36
16.02 (A) – REST PERIODS .....	37
16.02 (B) – REST PERIODS (PT).....	37
16.03 – ADDITIONAL REST PERIODS .....	37
16.04 – EXTENDED TOURS .....	37
16.05 – SCHEDULING .....	37
ARTICLE 17 – PREMIUM PAYMENT .....	41
17.01 – DEFINITION OF REGULAR STRAIGHT TIME RATE OF PAY .....	41
17.02 – DEFINITION OF OVERTIME .....	41
17.03 – OVERTIME PREMIUM AND NO PYRAMIDING.....	41
17.04 – TIME OFF IN LIEU OF OVERTIME.....	41
17.05 – REPORTING PAY .....	41
17.06 – CALL-BACK .....	42
17.07 – STANDBY .....	42
17.08 – TEMPORARY ASSIGNMENT .....	42
17.09 – SHIFT AND WEEKEND PREMIUM .....	42
17.10 – CHARGE NURSE PREMIUM .....	43
ARTICLE 18 – HOLIDAYS.....	43
18.01 – NUMBER OF HOLIDAYS .....	43
18.02 – DEFINITION OF HOLIDAY PAY AND QUALIFIERS .....	43
18.03 (A) – PAYMENT FOR WORKING ON A HOLIDAY.....	43
18.03 (B) – PAYMENT FOR WORKING ON A HOLIDAY.....	44
18.04 – PAYMENT FOR WORKING OVERTIME ON A HOLIDAY.....	44

18.05 – PAID HOLIDAYS .....	44
ARTICLE 19 – VACATIONS .....	45
19.01 (A) – FULL-TIME VACATION ENTITLEMENT, QUALIFIERS AND CALCULATION OF PAYMENT .....	45
19.01 (B) – PART-TIME ENTITLEMENT, QUALIFIERS AND CALCULATION OF PAYMENT .....	45
19.02 – WORK DURING VACATION .....	45
19.03 – ILLNESS DURING VACATION .....	46
19.04 – BEREAVEMENT DURING VACATION .....	46
19.05 – VACATION REQUESTS .....	46
ARTICLE 20 – HEALTH & WELFARE .....	47
20.01 – INSURED BENEFITS .....	47
20.02 – CHANGE OF CARRIER .....	49
20.03 – PENSION .....	49
20.04 – BENEFITS FOR PART-TIME EMPLOYEES .....	49
ARTICLE 21 – HEALTH & SAFETY .....	49
21.01 – INFLUENZA VACCINATION .....	49
21.02 – JOINT HEALTH AND SAFETY COMMITTEE .....	50
21.03 – VIOLENCE IN THE WORKPLACE .....	50
21.04 – MODIFIED WORK .....	51
21.05 INFECTIOUS DISEASES AND THE PRECAUTIONARY PRINCIPLE .....	52
ARTICLE 22 – COMPENSATION .....	53
22.01 (A) – JOB CLASSIFICATION .....	53
22.01 (B) – JOB DESCRIPTIONS .....	53
22.02 – PROMOTION TO A HIGHER CLASSIFICATION .....	54
22.03 - ASSIGNMENT OF DUTIES FROM ANOTHER CLASSIFICATION .....	54
22.04 WAGES AND CLASSIFICATION PREMIUMS .....	54
22.05 - PROGRESSION ON THE WAGE GRID .....	54
22.06 - FISCAL ADVISORY COMMITTEE .....	54
ARTICLE 23 – MISCELLANEOUS .....	55
23.01 – BULLETIN BOARD .....	55
23.02 – PRINTING OF COLLECTIVE AGREEMENT .....	55
23.03 – MEMBERSHIP MEETINGS .....	55
23.04 – CHANGES TO EMPLOYMENT - RELATED INFORMATION .....	55
ARTICLE 24 – DURATION .....	56
24.01 – TERM .....	56
LETTER OF UNDERSTANDING #1 .....	56

Re: Commitment to Equity, Diversity and Inclusivity.....	57
LETTER OF UNDERSTANDING #2.....	57
Re: Voluntary Part-time Benefits.....	58
LETTER OF UNDERSTANDING #3 NEW .....	59
Re: Nursing Graduate Guarantee Program.....	59
LETTER OF UNDERSTANDING #4 NEW .....	61
Re: Optimal Staffing Composition .....	61
LETTER OF UNDERSTANDING #5 NEW .....	62
Re: Agency Staff Reporting.....	62
APPENDIX A: .....	62
SCHEDULE A – WAGES.....	67

## **ARTICLE 1 – PREAMBLE**

### **1.01 – PURPOSE**

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

It is recognized that the Employees wish to work cooperatively with the Hospital to provide the best possible health service and quality care for clients.

## **ARTICLE 2 – RECOGNITION**

2.01 The Hospital recognizes the Canadian Union of Public Employees as the exclusive bargaining agent of all Employees of the University Health Network at the Hillcrest Reactivation Centre in the City of Toronto, save and except Nurse Practitioner, Clinical Educator, Wellness Manager, Operations Coordinator, Manager and persons above the rank of Manager.

## **ARTICLE 3 – DEFINITIONS**

### **3.01 – TEMPORARY EMPLOYEE**

Employees may be hired for a specific term not to exceed six (6) months, to replace an Employee who will be on approved leave of absence, absence due to WSIB disability, sick leave, long term disability or to perform a special non recurring task. This term may be extended a further six (6) months on mutual agreement of the Union, Employee and Hospital or by the Hospital on its own up to eighteen (18) months where the leave of the person being replaced extends that far. The period of employment of such persons will not exceed the absentee's leave. The release or discharge of such persons shall not be the subject of a grievance or arbitration.

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

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

A permanent Employee or Employee on layoff awaiting recall who replaces an Employee as outlined by this Article shall accrue seniority while filling the temporary vacancy.

### **3.02 – PART-TIME COMMITMENT**

The Hospital shall not refuse to accept an offer from an Employee to make a written commitment to be available for work on a regular predetermined basis solely for the purpose of utilizing casual

Employees so as to restrict the numbers of regular part time Employees.

### 3.03 – REGULAR PART-TIME EMPLOYEE

A part-time Employee in the bargaining unit who makes a commitment to the Hospital to be available to be scheduled for work by the Hospital on a regular predetermined basis and in respect of whom such predetermined scheduling occurs. A part-time Employee is one who is regularly employed for not more than forty-five (45) hours per two (2) week pay period. However, this shall not be construed as a guarantee of any restriction of any maximum number of hours worked.

### 3.04 – CASUAL EMPLOYEE

A casual Employee is an Employee who works on a relief or replacement basis and available for call- ins as circumstances demand. Casual Employees are covered by all provisions of this Collective Agreement applicable to part-time Employees, except the casual part-time Employees shall not be pre-scheduled to work and will be called in to work single shifts only when regular part-time Employees are called and are not available.

## ARTICLE 4 - MANAGEMENT RIGHTS

- 4.01 The Union acknowledges and recognizes that the Hospital has retained and shall possess and exercise all rights, functions, powers, privileges and authority that it possessed prior to the execution of this Collective Agreement except those that are relinquished or restricted by this Collective Agreement.
- 4.02 The Union acknowledges and recognizes that the management of the business and the direction of the workforce are the exclusive function of the Hospital and shall remain solely with the Hospital except as specifically limited by an express provision of this Agreement.

Without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Hospital to:

- a) Determine and establish standards and procedures for the care, welfare and safety of clients;
- b) Maintain order, discipline and efficiency;
- c) Hire, assign, direct, transfer, upgrade, promote, demote, classify, layoff, suspend, discipline or discharge Employees;
- d) Determine classifications, hours of work, work schedules, work assignments, and the working establishment and location for any service;
- e) Determine the number and qualifications of staff required, services to be provided and the methods, procedures, equipment and technology to be used in connection therewith. This includes the right to introduce new and improved methods, equipment and technology;
- f) To take any action reasonably necessary for the protection of its clients; and
- g) Make, enforce and alter, from time to time, rules and regulations to be observed by all Employees.

## **ARTICLE 5 – RELATIONSHIP**

### **5.01 – NO DISCRIMINATION**

- a) The Parties agree that there shall be no discrimination within the meaning of the *Ontario Human Rights Code* against any Employee by the Union or the Hospital by reason of race, creed, colour, age, sex, marital status, nationality, ancestry, place of origin, ethnic origin, citizenship, family status, disability, sexual orientation, gender identity, gender expression, record of offences, political affiliation or activity, or place of residence.
- b) The Hospital and the Union further agree that there will be no intimidation, discrimination, interference, restriction or coercion exercised or practiced by either of them or their representatives or members, because of an Employee's membership or non-membership in the Union or because of their activity or lack of activity in the Union.

### **5.02 – ATTENDANCE MANAGEMENT**

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

Leaves covered under the *Employment Standards Act*, and leaves under Article 14 will not be counted for the purposes of being placed on, or progressing through, the steps of an attendance management program.

## **ARTICLE 6 – STRIKES & LOCKOUTS**

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

## **ARTICLE 7 – UNION SECURITY AND DUES**

- 7.01 The Hospital will deduct from each Employee's pay cheque union dues, initiation fees, and assessments as set by the Union from each pay of all Employees covered by this Collective Agreement.
- 7.02 Deductions shall be made from the bi-weekly payroll and shall be forwarded to the National Secretary- Treasurer of the Canadian Union of Public Employees, no later than the fifteenth (15<sup>th</sup>) day of the month following the date of deduction, accompanied by a list of the names, employment status (such as full- time, part-time, casual), classification/job title, regular earnings, hours worked, addresses, phone numbers, and dues deducted of all Employees from whose wage deductions have been made. A copy of this list shall also be forwarded to the Secretary-Treasurer of the Local Union.

- 7.03 In consideration of the deducting and forwarding of Union dues and lists by the Hospital, the Union agrees to indemnify and save harmless the Hospital against any claims for liability arising or resulting from the operation of this Article.
- 7.04 The Union will advise the Hospital, in writing, of the amount of its regular dues. The amounts specified shall continue to be deducted until changed by further written notice to the Hospital at least one (1) month prior to the effective date of such change.
- 7.05 The Hospital will provide each Employee with a T-4 Slip showing the dues deducted in the previous year in accordance with the Canada Revenue Agency timelines.
- 7.06 No Employee shall be required or permitted to make any written or verbal agreement with the Hospital or its representative(s) which conflicts with the terms of this Agreement.
- 7.07 No individual Employee or group of Employees shall undertake to represent the Union at meetings with the Hospital without proper authorization from the Union. The Hospital assumes no liability or responsibility in the application of this provision.

#### 7.08 – NOTIFICATION TO UNION

- a) The Hospital will provide the Union with a list, monthly of all hirings, lay-offs, recalls, and positions which have been vacated within the bargaining unit where such information is available or becomes readily available through the Hospital's payroll system.
- b) The Hospital will provide the Union with the current mailing address, personal email address if available and phone number(s) it has on record of all members of the bargaining unit twice (2x) a year in electronic form.

#### 7.09 – EMPLOYEE INTERVIEW

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

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

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

## **ARTICLE 8 – UNION REPRESENTATION AND COMMITTEES**

#### 8.01 – UNION ACTIVITY ON PREMISES AND/OR ACCESS TO PREMISES

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

- b) The Union shall keep the Hospital notified, in writing, of the names of the Employee representatives, committee members and any other officers of the Local Union appointed or elected under this Article, as well as the effective dates of their respective appointments.

#### 8.02 – 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 at least seven (7) days, prior to the date proposed and accompanied by an agenda of matters proposed to be discussed, which shall not include matters that are properly the subject of grievance or negotiations for the amendment or renewal of this agreement. Any representative(s) attending such meetings during their regularly scheduled hours of work shall not lose regular earnings as a result of such attendance.
- c) It is agreed that the topic of a rehabilitation program for drug and alcohol abuse is an appropriate topic for the Labour-Management Committee.

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

- d) It is understood that joint meetings with other Labour-Management Committees in the Hospital may be scheduled concerning issues of mutual interest if satisfactory to all concerned.
- e) Where two (2) or more agreements exist between a Hospital and CUPE the Committee may be a joint one (1) representing Employees under both agreements, unless otherwise agreed.

#### 8.03 - GRIEVANCE COMMITTEE

The Hospital will recognize a Grievance Committee composed of not more than three (3) Employees selected by the Union who have completed their probationary period. A general representative of the Union may be present at any meeting of the Committee. The purpose of the Committee is to deal with complaints or grievances as set out in this Collective Agreement.

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

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

#### 8.04 – NEGOTIATING COMMITTEE

The Hospital agrees to recognize a negotiating committee comprised of four (4) Employee representatives of the Union for the purpose of negotiating a renewal agreement. The Hospital agrees to pay members of the negotiating committee for straight time wages lost from their regularly scheduled working hours spent in direct negotiations for a renewal agreement, up to but not

including arbitration. Nothing in this provision is intended to preclude the Union negotiating committee from having the assistance of any representatives of the Canadian Union of Public Employees when negotiating with the Hospital.

When direct negotiations begin or end within ten (10) hours of a negotiating team member's scheduled shift, the Hospital will endeavour to provide a one day's leave of absence without pay, to provide a sufficient rest break if the Employee so requests. Such request shall not be unreasonably denied. Such leave shall be considered leave of absence for union business, but shall not be deducted from the Union entitlement under Article 14.02.

#### **8.05 – UNION STEWARDS**

- (a) The Hospital agrees to recognize up to four (4) Union Stewards, with not more than (2) Union Stewards from a job classification, to be elected or appointed from amongst Employees in the bargaining unit who have completed their probationary period for the purpose of dealing with Union business as provided under this Collective Agreement.
- (b) Any Steward or union official may assist in the presentation of grievances, or with Steward functions.
- (c) It is agreed that Union Stewards have their regular duties and responsibilities to perform for the Hospital and shall not leave their regular duties without first obtaining permission from their immediate Manager. Where a Union Steward is required to perform authorized duties under this Agreement, the Employee will obtain prior written approval from their Manager or designate. Provided the Employee's absence does not interfere with the delivery of service to clients and operations, such permission will not be unreasonably withheld. When resuming their regular duties and responsibilities, such Steward shall again report to their immediate Manager. A Union Steward shall suffer no loss of earnings for time spent in performing the above duties during their regular scheduled working hours.
- (d) Nothing in this Article shall preclude full-time Stewards from representing part-time and Casual Employees and vice-versa.
- (e) The Union shall keep the Hospital notified in writing of the names of Union Stewards appointed or selected under this Article as well as the effective date of their respective appointments.

### **ARTICLE 9 – GRIEVANCE AND ARBITRATION PROCEDURE**

It is understood for the purposes of this Article that "written" includes electronic communications.

- 9.01 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.
- 9.02 At any stage of the grievance procedure, an Employee shall have the right, upon request, to the presence of a Steward.

### 9.03 – INITIAL COMPLAINT STAGE

It is the mutual desire of the parties hereto that complaints of Employees shall be addressed as quickly as possible, and it is understood that an Employee has no grievance until they have first given their immediate Manager or their designate the opportunity of addressing their complaint. The grievor may have the assistance of a Union Steward if they so desire. Such complaint shall be discussed with their immediate Manager or designate within ten (10) calendar days after the circumstances giving rise to it have occurred or ought reasonably to have come to the attention of the Employee. Failing settlement within ten (10) calendar days thereafter, it may then be taken up as a grievance within ten (10) calendar days following receipt of their immediate Manager'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 the Manager or their designate. The grievance shall identify the nature of the grievance, the remedy sought and the provisions of the Agreement which are alleged to be violated. The Union and the Hospital will meet to discuss the grievance at a time and place suitable to both parties. The Manager or their designate shall confirm their decision, in writing, within ten (10) calendar days of the grievance meeting. Failing settlement or response, then:

#### Step No. 2

Within ten (10) calendar days following the decision in Step No.1, the grievance may be submitted, in writing, to the Manager or their designate. A meeting will be held between Manager or their designate and the appropriate parties within ten (10) 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 Manager or their designate may have such counsel and assistance as they may desire at such meeting. The decision of the Hospital shall be delivered, in writing, within ten (10) calendar days following the date of such meeting.

### 9.04 – POLICY GRIEVANCE

A complaint or grievance arising directly between the Hospital and the Union concerning the interpretation, application or alleged violation of the Agreement shall be originated at Step No. 2 within seven (7) calendar days following the circumstances giving rise to the complaint or grievance. It is expressly understood, however, that the provisions of this Article may not be used with respect to a grievance directly affecting an Employee which such Employee could themselves institute and the regular grievance procedure shall not be thereby bypassed.

### 9.05 – GROUP GRIEVANCE

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 Director or their designate within seven (7) 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. 1 and the applicable provisions of this Article shall then apply with respect to the processing of such grievance.

#### 9.06 – SUSPENSION OR DISCHARGE GRIEVANCE

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

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

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

- 9.07 All agreements reached under the Grievance Procedure between the representatives of the Hospital and the representatives of the Union will be final and binding upon the Hospital and the Union and the Employees.

#### 9.08 – ARBITRATION

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

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

- 9.09 Disputes which are carried to the arbitration stage shall be heard before a single Arbitrator, unless both parties mutually agree, in writing, that the dispute shall be heard by a tripartite Board of Arbitration. 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 include the names of three (3) proposed sole arbitrators. Within seven (7) calendar days thereafter, the other party shall respond either agreeing to one (1) of the proposed arbitrators or suggesting alternative arbitrators. If the parties cannot agree to one of the proposed arbitrators within fourteen (14) calendar days, either party may request that the Minister of Labour for the Province of Ontario appoint an Arbitrator. A letter shall be sent within fourteen (14) calendar days to the Arbitrator.

The parties will share equally the fees and expenses of the Arbitrator.

- 9.10 No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the Grievance Procedure.
- 9.11 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 9.12 The Arbitrator 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.
- 9.13 The proceedings of the arbitration may be expedited by the parties hereto.
- 9.14 The decision of the Arbitrator will be final and binding upon the parties hereto and the Employee or Employees concerned.

#### 9.15 – TIME PERIODS AND LIMITS

- (a) For the purpose of this Article, periods of time referred to in days shall be deemed to mean such periods of time calculated as consecutive calendar days exclusive of Saturdays, Sundays, and Named Holidays which are specified in Article 18.05.
- (b) Should the Employee or the Union fail to comply with any time limit in this Article, the grievance will be considered to be abandoned, unless the parties have mutually agreed, in writing, to extend the time limits.
- (c) Should the Hospital fail to comply with any time limits in this Article, the grievance shall automatically move to the next step on the day following the expiry of the particular time limit, unless the parties have mutually agreed, in writing, to extend the time limits.

## **ARTICLE 10 – ACCESS TO PERSONNEL FILE**

### 10.01 – ACCESS TO PERSONNEL FILE

Upon written request to the Manager or designate five (5) calendar days in advance, an Employee shall have access to their personnel file for the purpose of reviewing any evaluations or formal disciplinary notations contained therein in the presence of the Manager or designate. An Employee has the right to request copies of any evaluations in this file.

### 10.02 – 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 (1) year. All leaves of absence in excess of ten (10) calendar days will not count toward either of the above periods.

### 10.03 – DISCIPLINE – NOTIFICATION TO UNION

The Union shall be provided with a copy of any written disciplinary letters.

## **ARTICLE 11 – SENIORITY**

### **11.01 – PROBATIONARY PERIOD**

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

### **11.02 (A) – 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 one thousand seven hundred and twenty-five (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 (1) year's seniority in a twelve (12) month period.

### **11.02 (B) – SENIORITY LISTS**

The Hospital agrees to provide the Union with a seniority list in January and July of each year. Such lists shall include the Employee's name, status, classification, seniority hours and subject to data processing restriction seniority date and the Employee's address and/or telephone number. Questions regarding the accuracy of a seniority list may be referred to the People & Culture

### **11.03 – LOSS OF SENIORITY**

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

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

- f) if the Employee has been laid off and fails to return to work within seven (7) calendar days after that Employee has been notified by the Hospital through registered mail addressed to the last address on the records of the Hospital, subject to any special provisions regarding temporary vacancies noted under the heading of Layoff and Recall.
- g) Any casual Employee will be considered deemed terminated if such Employee declines to work eight (8) or more shifts where availability was previously indicated in any three (3) calendar month rolling time period unless such Employee can provide substantive reasons why they declined such shifts (i.e. medical documentation suitable and satisfactory to the Health Services department or on approved Leave of Absence). The Hospital agrees to notify new casual Employees of this requirement during the hiring process and again during the orientation period.

#### 11.04 – EFFECT OF ABSENCE

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

Unless otherwise provided in the Collective Agreement:

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

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

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

Part-time Employees shall accrue seniority for the duration of the absence, if an Employee's absence is due to a disability resulting in WSIB benefits or L.T.D. benefits, or a disability in accordance with the *Human Rights Code*.

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

## 11.05 – JOB POSTING

- (a) Where a permanent vacancy occurs in a classification within the bargaining unit or a new position within the bargaining unit is established by the Hospital, such vacancy shall be posted for a period of seven (7) consecutive calendar days internally at Hillcrest. Applications for such vacancy shall be made in writing within the seven (7) day period referred to herein.

It is understood that the Union is permitted to post notices of vacancies on the bulletin board.

- (b) The postings shall stipulate the qualifications, classifications, rate of pay, department and shift and a copy shall be provided to the Bargaining Unit President and Vice President or delegate.
- (c) Vacancies created by the filling of an initial permanent vacancy will be posted for a period of seven (7) consecutive calendar days. Applications for such vacancies shall be made in writing within the seven (7) day period referred to herein.
- (d) In matters of promotion and staff transfer appointment shall be made of the senior applicant able to meet the normal requirements of the job. Successful Employees need not be considered for other vacancies within a six (6) month period unless an opportunity arises which allows the Employee to change their permanent status.
- (e) The Hospital agrees that it shall post permanent vacant positions within thirty (30) calendar days of the position becoming vacant, unless the Hospital provides the Union notice under Article 11.08(A)(a) of its intention to eliminate the position.
- (f) The name of the successful applicant will be posted on the bulletin board for a period of seven (7) calendar days.
- (g) Where there are no successful applicants from within this Bargaining Unit for vacant positions referred to in this Article, Employees in other CUPE Bargaining Units at the Hospital will be selected in accordance with the criteria for selection above, prior to considering persons who are not members of CUPE Bargaining Units at the Hospital. The Employees eligible for consideration shall be limited to those Employees who have applied for the position in accordance with this Article, and selection shall be made in accordance with this Article.
- (h) The successful applicant shall be allowed a trial period of up to thirty (30) days, during which the Hospital will determine if the Employee can satisfactorily perform the job. Within this period the Employee may voluntarily return, or be returned by the Hospital to the position formerly occupied, without loss of seniority. The vacancy resulting from the posting may be filled on a temporary basis until the trial period is completed.
- (i) A list of vacancies filled in the preceding month under this Article and the names of the successful applicants will be posted, with a copy provided to the Union.
- (j) Temporary Vacancies

A temporary vacancy is a position that is available for a specific term, not to exceed eighteen (18) months, to replace an Employee who will be on approved leave of absence: absence such as WSIB disability, sick leave, maternity leave, parental leave. The temporary vacancy will be only for the period of the leave, but may be extended should the period of the leave be extended.

A temporary vacancy may also be a position that is available for a special non-recurring task for a finite length of time, not to exceed six (6) months in duration.

All temporary vacancies reasonably expected to last sixty (60) days or more in duration will be posted using the job posting provisions under Article 11.05 of the Collective Agreement. The posting will provide the normal information on all job postings and the expected start and completion date of the vacancy.

Successful applicants for temporary vacancies have no obligation to stay in the position past the original expiry date of the job posting.

If the successful applicant for a temporary vacancy is a permanent Employee and a member of the bargaining unit, they will return to their previous position at the end of the term, subject to any changes to the Employee's status which would have occurred had they not been working in the temporary vacancy.

Nothing in the foregoing precludes an Employee from leaving the temporary position early by posting into another position, subject to the restrictions in Article 11.05.

#### 11.06 – TRANSFER AND SENIORITY OUTSIDE THE BARGAINING UNIT

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

#### 11.07 (A) – TRANSFER OF SENIORITY AND SERVICE

Effective October 7, 2021 (the date of the Interest Arbitration Award) and for Employees who transfer subsequent to October 7, 2021:

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 one thousand seven hundred and twenty-five (1725) hours worked.

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

#### 11.07 (B) - PORTABILITY OF SERVICE

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

#### 11.07 (C) - TRANSFORMATION IN HEALTH CARE

##### Seniority Recognition

Without prejudice to the Union's or Hospital's 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 Hospital by the Hospital will retain their seniority and service at their original Hospital for a forty-eight (48) month period.

Without prejudice to the Union's or Hospital's 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 forty-eight (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.

## 11.08 (A) – NOTICE

### (a) Notice

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

- (i) provide the Union with no less than four (4) 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 four (4) months' written notice of layoff, or pay in lieu thereof.

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

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

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

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

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

### (d) Redeployment Committee

At each Hospital a Redeployment Committee will be established not later than two (2) weeks after the notice referred to in 11.08(A)(a) and will meet thereafter as frequently as is necessary.

(i) Committee Mandate

The mandate of the Redeployment Committee is to:

- (1) Identify and propose possible alternatives to the proposed layoff(s) or elimination of position(s), including, but not limited to, identifying work which would otherwise be bargaining unit work and is currently work contracted-out by the Hospital which could be performed by bargaining-unit Employees who are or would otherwise be laid off;
- (2) Identify vacant positions in the Hospital or positions which are currently filled but which will become vacant within a twelve (12) month period and which are either:
  - (a) within the bargaining unit; or
  - (b) within another CUPE bargaining unit; or
  - (c) not covered by a Collective Agreement.
- (3) Identify the retraining needs of workers and facilitate such training for workers who are, or would otherwise be, laid off.
- (4) Subject to article 11.11, the Hospital will award vacant positions to Employees who are, or would otherwise be laid off, in order of seniority if, with the benefit of up to six (6) months retraining, an Employee has become able to meet the normal requirements of the job.
- (5) Any dispute relating to the foregoing provisions may be filed as a grievance commencing at Step 2.

(ii) Committee Composition

The Redeployment Committee shall be comprised of equal numbers of representatives of the Hospital and of the Union. The number of representatives will be determined locally. Where for the purposes of HTAP (the Ontario Hospital Training and Adjustment Panel) there is another hospital-wide staffing and redeployment committee created or in existence, Union members of the Redeployment Committee shall serve on any such hospital-wide staffing committee established with the same or similar terms of reference, and the number of Union members on such committee will be proportionate to the number of its bargaining unit members at the particular Hospital in relation to other staff groups.

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

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

(iii) Disclosure

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

(iv) Alternatives

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

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

11.08 (B) – RETIREMENT ALLOWANCE

Prior to issuing notice of layoff pursuant to article 11.08(A)(a)(ii) in any classification(s), the Hospital will offer early retirement allowance to a sufficient number of Employees eligible for early retirement under HOOPP within the classification(s) in order of seniority, to the extent that the maximum number of Employees within a classification who elect early retirement is equivalent to the number of Employees within the classification(s) who would otherwise receive notice of layoff under article 11.08(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 11.0B(A)(a)(ii).

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

11.08 (C) – VOLUNTARY EXIT OPTION

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

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

offer.

The Hospital need not approve an employee's request for a voluntary early exit option If approving such option will not reduce the number of layoff notices which would otherwise be made under article 11.08(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.

#### 11.09 – LAYOFF AND RECALL

An Employee in receipt of notice of layoff pursuant to 11.08(A)(a)(ii) may:

- (a) accept the layoff; or
- (b) opt to receive a separation allowance as outlined in Article 11; or
- (c) opt to retire, if eligible under the terms of the Hospitals of Ontario Pension Plan (HOOPP) as outlined in Article 11.08(B); or
- (d) displace another Employee who has lesser bargaining unit seniority in the same or a lower or an identical-paying classification in the bargaining unit if the Employee originally subject to layoff has the ability to meet the normal requirements of the job. An Employee so displaced shall be deemed to have been laid off and shall be entitled to notice in accordance with Article 11.08(A)(a).

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

For purposes of the operation of clause (f) 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.

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.

- (f) 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 16.01, reduced, shall have the right to accept the layoff or displace another Employee in accordance with (a) and (e) above.

- (g) No full-time Employee within the bargaining unit shall be laid off by reason of their duties being assigned to one (1) or more part-time Employees.
- (h) In the event of a layoff of an Employee, the Hospital shall pay its share of insured benefits premiums for the duration of the four (4) month notice period provided for in Article 11.08(A)(a).
- (i) The Hospital agrees to post vacancies during the recall period, as per the job posting procedure, allowing Employees on recall to participate in the posting procedure. Should the position not be filled via the job posting procedure, an Employee shall have opportunity of recall from a layoff to an available opening, in order of seniority, provided they have the ability to perform the work.
- (j) In determining the ability of an Employee to perform the work for the purposes of the paragraphs above, the Hospital shall not act in an arbitrary or unfair manner.
- (k) 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.
- (l) 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.
- (m) The Hospital shall notify the Employee of recall opportunity by registered mail, addressed to the last address on record with the Hospital (which notification shall be deemed to be received on the second day following the date of mailing). The notification shall state the job to which the Employee is eligible to be recalled and the date and time at which the Employee shall report for work. The Employee is solely responsible for their proper address being on record with the Hospital.

#### 11.10 – BENEFITS ON LAYOFF

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

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

#### 11.11 – 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 11.08(A)(d)(i):

- (i) Opportunities to fill vacant positions identified by the Hospital Redeployment Committee through retraining shall be offered to Employees who apply and would qualify for the position with the available retraining in order of their seniority until the list of any such opportunities is exhausted. Opportunities to fill vacancies outside of CUPE bargaining units may be offered by the Hospital in its discretion.
- (ii) The Hospital and the Union will cooperate so that Employees who have received notice of permanent layoff and been approved for retraining in order to prevent a layoff will

have their work schedules adjusted in order to enable them to participate in the retraining, and scheduling and seniority requirements may by mutual agreement be waived. The Redeployment Committee will seek the availability of any federal or provincial retraining program funds to cover the cost of tuition, books and travel, as well as any wages eligible under the terms of such program.

- (iii) Apart from any on-the-job training offered by the Hospital, any Employee subject to layoff who may require a leave of absence to undertake retraining in accordance with the foregoing shall be granted an unpaid leave of absence which shall not exceed six (6) months.
- (iv) Laid-off Employees who are approved for retraining in order to qualify for a vacant position within the Hospital will continue to receive insured benefits.

(b) Placement

Upon successful completion of their training period, the Hospital and the Union undertake to waive any restrictions which might otherwise apply, and the Employee will be placed in the job identified in 11.11(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.

11.12 - SEPARATION ALLOWANCES

- (a) Where an Employee resigns within thirty (30) days after receiving notice of layoff pursuant to article 11.08(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 thirty (30) days after receiving notice pursuant to Article 11.08(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.

11.13 – TECHNOLOGICAL CHANGE

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

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

The Hospital will provide the necessary training to Employees required as a result of the introduction of new technology in the workplace.

Employees with one (1) or more years of continuous service who are subject to lay-off under

conditions referred to above, will be given notice of the impending change in employment status at the earliest reasonable time in keeping with the notification to the Union as above set forth and the requirements of the applicable law.

#### 11.14 – PROFESSIONAL DEVELOPMENT

The Parties recognize the importance of continuing professional development opportunities that will enable staff to remain current in their field of practice. This will assist and further the skills and knowledge of all staff in order to better fulfill their job responsibilities and, thus, improve the quality of care and organizational efficiency. Employees also have the responsibility to strive for ongoing personal and professional growth and to make their needs known to their Supervisors.

The Hospital will endeavour to provide all staff with the opportunity to engage in professional development activities that are consistent with meeting the needs of the clients they serve and complementing any applicable learning plans.

#### 11.15 – PROFESSIONAL RESPONSIBILITY, PATIENT CARE, WORKLOADS & STAFFING

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

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

- (i) professional;
- (ii) courteous;
- (iii) collegial;
- (iv) respectful; and
- (v) focused on resolving the issue, not on the individuals.

(b) In the event that the Hospital assigns a number of patients or a workload to an individual Regulated Health Professional (RHP) or group of RHPs such that they have cause to believe that they are being asked to perform more work than is consistent with proper patient care, they shall:

- i. At the time the workload issue occurs, discuss the issue within the unit/program to develop strategies to meet patient care needs using current resources.
- ii. If necessary, using established lines of communication as identified by the hospital, seek immediate assistance from an individual(s) (who could be within the bargaining unit) who has responsibility for timely resolution of workload issues.
- iii. Failing resolution of the workload issue at the time of occurrence or if the issue is ongoing the RHP(s) will discuss the issue with their Manager or designate on the next day that the Manager (or designate) and the RHP are both working or within five (5) calendar days whichever is sooner.

(c) Upon receipt of a response from the Supervisor within five (5) working days, if the Employee or group of Employees in (b) above are not satisfied, the Employee or group of Employees may, within forty-eight (48) hours, submit a workload complaint form (attached at appendix A) to the Chief Nursing Officer or equivalent in the case of other RHPs, with a copy to the Union. A meeting shall be held within thirty (30) days of a request from the Employee or group of Employees, who may be accompanied to this meeting by a Union representative. The

Chief Nursing Officer or equivalent will respond in writing to the Employee, or group of Employees, with a copy to the Union if applicable, within fifteen (15) days.

- (d) Upon receipt of a written response from the Chief Nursing Officer or equivalent, if the Employee or group of Employees in (c) above are not satisfied, the Employee or group of Employees, who may be accompanied by their Union Representative, may, within forty-eight (48) hours, request a meeting with the Chief Executive Officer (or their designate) and such meeting shall be held within thirty (30) days. The Chief Executive Officer (or their designate) will respond in writing to the Employee, or group of Employees, within fifteen (15) days of the meeting, with a copy to the Union if applicable.
- (e) It is agreed and understood that an Employee or group of Employees may in exceptional and urgent cases request an immediate meeting with the Chief Nursing Officer or equivalent who will make every reasonable effort to accommodate the request. The timelines provided for in (d) above will apply failing resolution at this meeting.
- (f) Only the timelines set out above are subject to Article 9 – Grievance and Arbitration Procedure.
- (g) The Hospital will provide access on the hospital intranet, whereby members will have the ability to access a digital version of the Workload Review Form.

#### 11.16 – PROFESSIONAL RESPONSIBILITY

(Article 11.16 applies to Employees covered by an Ontario College under the Regulated Health Professions Act only.)

The parties agree that patient care is enhanced if concerns relating to professional practice, level of care, fluctuating workloads and fluctuating staffing are resolved in a timely and effective manner. This provision is intended to appropriately address Employee concerns relative to their workload issues in the context of their professional responsibility. In particular, the parties encourage Employees to raise any issues that negatively impact their workload or patient care, including but not limited to:

- Gaps in continuity of care;
- Balance of staff mix;
- Access to contingency staff;
- Appropriate number of care staff

The delegation of Controlled Acts shall be in accordance with the Regulated Health Professions Act, Medical Directives, and related statutes and regulations and in accordance with guidelines established by the Regulatory College from time to time, and any hospital policy related thereto, provided that if the Union is of the opinion that such delegation would be detrimental to quality patient care.

NOTE: Where an Employee is in a position other than in a registered nursing position with duties and responsibilities which are subject to the Regulated Health Professions Act, they shall be treated in a manner consistent with this Article.

The Hospital will notify the Employees when it reports them to their respective College and will refer them to the Union as a resource.

Should an Employee, who is a Health Professional under the Regulated Health Professions Act, be required to provide their Regulatory College with proof of liability insurance, the Hospital, upon request from the Employee, will provide the Employee with a letter outlining the Hospital's liability coverage for Health Professionals in the Hospital's employ.

## 11.17 – WORKLOAD ISSUES

- (a) The parties agree that patient care is enhanced if concerns relating to professional practice, level of care, fluctuating Workloads 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 8.02) through their union representative using the template workload complaint form attached at Appendix A.. A meeting with the Labour Management Committee will be held within thirty (30) days. The Labour Management Committee will provide a response, in writing, within fifteen (15) days thereafter.

## **ARTICLE 12 – CONTRACTING OUT**

### 12.01 – CONTRACTING OUT

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

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

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

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

### 12.02 – CONTRACTING IN

- a) Further to Article 11.08(A)(d)(i)(1) the parties agree that the Redeployment Committee will immediately undertake a review of any existing sub-contract work which would otherwise be bargaining unit work and which may be subject to expiry and open for renegotiation within six (6) months with a view to assessing the practicality and cost-effectiveness of having such work performed within the Hospital by members of the bargaining unit.
- b) On request by the Union, and no more than annually, the local parties will review contracted services which fall 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 13 – WORK OF THE BARGAINING UNIT**

### **13.01 – 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.

The Hospital will not introduce the use volunteers to perform bargaining unit work.

## **ARTICLE 14 – LEAVES OF ABSENCE**

### **14.01 – PERSONAL LEAVE**

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

### **14.02 – UNION BUSINESS**

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

In requesting such leave of absence for an Employee or Employees, the Union must give at least four (4) weeks' clear notice in writing to the Hospital unless not reasonably possible to give such notice.

No more than three (3) members of the bargaining unit will be booked off at any one time.

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

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

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

advise the Hospital of the number of such hours.

14.03 (A) – FULL-TIME POSITION(S) WITH THE UNION

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

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

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

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

Notwithstanding Article 3.01, the Hospital may fill the vacancy resulting from such leave on a temporary basis.

14.03 (B) – FULL TIME POSITION(S) WITH THE UNION

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

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

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

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

Notwithstanding Article 3.01, the Hospital may fill the vacancy resulting from such leave on a temporary basis.

#### 14.03 (C) – LEAVE FOR OCHU PRESIDENT, SECRETARY-TREASURER, & FIRST VICE-PRESIDENT

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

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

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

Notwithstanding Article 3.01, the Hospital may fill the vacancy resulting from such leave on a temporary basis.

#### 14.04 – BEREAVEMENT LEAVE

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

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

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

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

#### 14.05 (A) – JURY & WITNESS DUTY

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

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

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

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

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

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

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

#### 14.05 (B) – JURY & WITNESS DUTY

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

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

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

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

agree to different scheduling arrangements for the first week of jury and witness duty.

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

#### 14.06 (A) – PREGNANCY LEAVE

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

- (a) Pregnancy leave will be granted in accordance with the provisions of the *Employment Standards Act*, except where amended in this provision. The service requirement for eligibility for pregnancy leave shall be thirteen (13) weeks of continuous service.
- (b) The Employee shall give written notification at least two (2) weeks in advance of the date of commencement of such leave and the expected date of return. At such time they shall also furnish the Hospital with the certificate of a legally qualified medical practitioner stating the expected birth date.
- (c) The Employee shall reconfirm their intention to return to work on the date originally approved in subsection (b) above by written notification received by the Hospital at least two (2) weeks in advance thereof.
- (d) Effective on confirmation by the Canada Employment Insurance Commission of the appropriateness of the 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 Hospital of the Employee's unemployment insurance cheque stubs shall constitute proof that they are in receipt of Employment Insurance pregnancy benefits.

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

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

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

- (e) Credits for service and seniority shall accumulate for a period of up to seventeen (17) weeks while an Employee is on pregnancy leave.

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

#### 14.06 (B) – PREGNANCY LEAVE

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

- (a) Pregnancy leave will be granted in accordance with the provisions of the *Employment Standards Act*, except where amended in this provision. The service requirement for eligibility for pregnancy leave shall be thirteen (13) weeks of continuous service.
- (b) The Employee shall give written notification at least two (2) weeks in advance of the date of commencement of such leave and the expected date of return. At such time they shall also furnish the Hospital with the certificate of a legally qualified medical practitioner stating the expected birth date.
- (c) The Employee shall reconfirm their intention to return to work on the date originally approved in subsection (b) above by written notification received by the Hospital at least two (2) weeks in advance thereof.
- (d) Effective on confirmation by the Canada Employment Insurance Commission of the appropriateness of the 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 Hospital of the Employee's unemployment insurance cheque stubs shall constitute proof that they are in receipt of Employment Insurance pregnancy benefits.

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

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

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

- (e) Credits for service and seniority shall accumulate for a period of up to seventeen (17) weeks while an Employee is on pregnancy leave on the basis of what the Employee's normal

regular hours of work would have been.

- (f) The Hospital will continue to pay the percentage in lieu of benefits and its share of pension contributions during the period of pregnancy leave. The Hospital will register those benefits as part of the Supplemental Unemployment Benefit Plan with the Canada Employment Insurance Commission.
- (g) Subject to any changes to the Employee's status which would have occurred had they not been on pregnancy leave, the Employee shall be reinstated to their former duties, on the same shift in the same department, and at the same rate of pay.

#### 14.07 (A) – PARENTAL LEAVE

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

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

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

- (e) Effective on confirmation by the Canada Employment Insurance Commission of the appropriateness of the 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 Hospital of the Employee's employment insurance cheque stub will serve as proof that the Employee is in receipt of unemployment parental benefits.

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

elected to receive parental leave benefits pursuant to Section 12(3)(b)(i) of the *Employment Insurance Act*.

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

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

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

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

#### 14.07 (B) – PARENTAL LEAVE

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

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

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

- (e) Effective on confirmation by the Canada Employment Insurance Commission of the appropriateness of the 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 Hospital of the Employee's employment insurance cheque stub will serve as proof that the Employee is in receipt of unemployment parental benefits.

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

The Employee's normal weekly earnings shall be determined by multiplying the Employee's regular hourly rate on their last day worked prior to the commencement of the leave times the Employee's normal weekly hours, plus any wage increase or salary increment that the Employee would be entitled to if they were not on parental leave. In addition to the foregoing the Hospital shall pay the Employee ninety-three percent (93%) of their normal weekly earnings during the one (1) week period of the leave while waiting to receive Employment Insurance benefits.

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

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

#### 14.08 – EDUCATION LEAVE

If required by the Hospital, an Employee shall be entitled to leave of absence with pay and with full credit for service and seniority and benefits to take courses and to write examinations to

upgrade their employment qualifications. Where Employees are required by the Hospital to take courses to upgrade or acquire new employment qualifications, the Hospital shall pay the full costs associated with the courses.

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

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

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

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

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

#### 14.09 – MEDICAL CARE AND EMERGENCY LEAVE

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

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

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

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

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

An Employee is entitled to take a total of ten (10) days' leave under this section each year. If an Employee takes any part of a day as leave under this section, the Hospital may deem the Employee to have taken one (1) day's leave on that day for the purposes of this Article. The

Hospital may require an Employee who takes leave under this section to provide evidence reasonable in the circumstances that the Employee is entitled to the leave.

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

#### 14.10 – COMPASSIONATE CARE LEAVE

- (a) Compassionate care leave will be granted to an Employee for up to eight (8) weeks within a twenty-six (26) week period to provide care or support to a family member who is at risk of dying within that our
- (b) -six (26) week period in accordance with section 49.1 of the *Employment Standards Act, 2000*.
- (c) An Employee who is on compassionate care leave shall continue to accumulate seniority and service.
- (d) 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.
- (e) The Employee and the Hospital will continue to pay their respective shares of the benefits and pension premiums.

## **ARTICLE 15 – SICK LEAVE, INJURY AND DISABILITY**

### 15.01 – HOODIP

The following clause is applicable to full-time Employees only)

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

The Hospital will pay seventy five percent (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 achieves the necessary service to qualify them for pay-out under the conditions relating to such pay-out.
  - (4) an Employee who, as of the effective date of transfer, has accumulated sick leave credits and is prevented from working for the Hospital on account of an occupational illness or accident that is recognized by the Workplace Safety & Insurance Board as compensable within the meaning of the *Workplace Safety & Insurance Act*, the Hospital, on application from the Employee will supplement the award made by the Workplace Safety & Insurance Board for loss of wages to the Employee by such amount that the award of the Workplace Safety & Insurance Board for loss of wages, together with the supplementation of the Hospital, will equal one hundred percent (100%) of the Employee's net earnings, to the limit of the Employee's accumulated sick leave credits.
- (d) There shall be no pay deduction from an Employee's regular scheduled shift when an Employee has completed any portion of the shift prior to going on sick leave benefits or WSIB benefits.
- (e) The Hospital further agrees to pay Employees an amount equal to any loss of benefits under HOODIP for the first two (2) days of the fourth (4<sup>th</sup>) 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 15.01, including HOODIP and equivalents, may be subject to the grievance and arbitration under the provisions of this Collective Agreement.

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

- (g) A copy of the current HOODIP plan text or, where applicable, the master policy of the current HOODIP equivalent, shall be provided to the Union.
- (h) The Hospital shall pay the full cost of any medical certificate required of an Employee.
- (i) The short-term sick leave plan shall be registered with the Employment Insurance Commission (EIC). The Employee's share of the Hospital's unemployment insurance

premium reduction will be retained by the Hospital towards offsetting the cost of the benefit improvements contained in this Agreement.”

Note: Provisions 15.01(c)(3) and 15.01(c)(4) shall apply for the short and long-term disability plan to those Employees in the Collective Agreement who are now on an accumulating sick leave plan.

#### 15.02 – 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.

#### 15.03 – PAYMENT PENDING DETERMINATION 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 (1) complete shift may apply to the Hospital for payment equivalent to the lesser of the benefit they would receive from WSIB benefits if their claim was approved, or the benefit to which they would be entitled under the short term sick leave plan. Payment will be provided only if the Employee provides evidence of disability satisfactory to the Hospital and a written undertaking satisfactory to the Hospital that any payments will be refunded to the Hospital following final determination of the claim by the Workplace Safety & Insurance Board. If the claim for WSIB benefits is not approved, the monies paid as an advance will be applied towards the benefits to which the Employee would be entitled under the short-term sick leave plan. Any payment under this provision will continue for a maximum of fifteen (15) weeks.

## **ARTICLE 16 – HOURS OF WORK AND SCHEDULING**

#### 16.01 – DAILY & WEEKLY HOURS OF WORK

##### Full-Time

The regular workday will consist of seven and one-half (7 1/2) hours (exclusive of one-half (1/2) hour unpaid meal break) and the regular work week will consist of thirty-seven and one-half (37 1/2) hours which may, at the discretion of the Hospital, be averaged over a two (2) week pay period so that Employees will normally work seventy-five (75) hours in the said two (2) week pay period.

##### Part-Time

The regular workday will consist of seven and one-half (7 1/2) hours (exclusive of one-half (1/2) hour unpaid meal break) and the regular work week will consist of twenty-two and one-half (22 1/2) hours which may, at the discretion of the Hospital, be averaged over a two (2) week pay period so that Employees will normally work forty-five (45) hours in the said two (2) week pay period.

##### Casual

The regular workday will consist of seven and one-half (7 1/2) hours (exclusive of one-half (1/2) hour unpaid meal break).

## 16.02 (A) – REST PERIODS

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

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

## 16.02 (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.

## 16.03 – ADDITIONAL REST PERIODS

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

## 16.04 – EXTENDED TOURS

Extended tours are pursuant to the following provisions:

- (a) A regular extended shift shall comprise eleven and one quarter (11.25) consecutive hours in any twenty-four (24) hour period, (exclusive of meal times) and average seventy-five (75) hours during bi-weekly pay periods.
- (b) Not more than three (3) consecutive extended shifts shall be scheduled. When the Hospital requires an Employee to work a fourth (4th) consecutive shift, premium pay shall be paid for the fourth (4th) shift and subsequent consecutive shifts until a shift has been scheduled off.
- (c) At least twelve (12) hours' time off will be scheduled between shifts.

### Rest Periods

Each Employee shall be allowed break periods totaling forty-five (45) minutes without reduction of pay and without increasing the regular working hours.

### Meal Period

Employees shall be entitled to unpaid meal breaks totaling thirty (30) minutes.

## 16.05 – SCHEDULING

- a) All Employees are required to work as scheduled by the Hospital.
- b) The work schedule will be determined by the Hospital and shall be available to Employees through the scheduling system four (4) weeks before the start of the scheduling period.
- c) Provided that there is no additional cost to the Hospital, Employees may exchange their scheduled shifts with Employees in the same classification, if required, subject to the following:

- i. Such exchange requests must be submitted, in writing, to their Manager for approval at least ten (10) calendar days, excluding weekends and holidays, prior to the change and signed by both Employees involved in the change. Such request shall not be unreasonably denied.
  - ii. Shift exchanges are permitted for shifts of equal length and for full shifts only and must be completed within two (2) bi-weekly pay periods.
  - iii. Any exchange of shifts shall not result in overtime compensation to either Employee.
  - iv. In the event that a mutual exchange of shifts is not possible, the Employee may request the change in their schedule from their Supervisor who will consider the request based on operational requirements. Requests will not be unreasonably denied.
- d) Casual Availability:
- (i) Casual Employees will provide their availability four (4) weeks before the posted schedule.
  - (ii) Casual Employees who, after declaring themselves available for work are no longer available to work shall notify the Hospital as soon as the change in circumstances occurs.
  - (iii) A casual Employee no longer available to work an accepted shift is responsible for arranging their own replacement, unless the unavailability is for personal health reasons or an emergency situation acceptable to the Hospital.
  - (iv) Casual Employees will declare their availability in the manner prescribed by the Hospital and will also provide their availability via email to their Supervisor and/or designate. This will include the number of desired shifts the Employees wishes to pick up within the four (4) week schedule.
- e) In the event of inability to work due to illness or emergency, the Employee will notify the Supervisor or their designate at least four (4) hours prior to the start of their shift, who will arrange coverage of their scheduled shift for that day. In circumstances where it is not reasonably possible to provide notice prior to the start of their shift, the Employee shall notify the Hospital as soon as possible.
- f) Requests for time off must be submitted, in writing, to the Supervisor in accordance with the applicable provisions of the Collective Agreement.
- g) All full-time and part-time Employees will be required to work on statutory holidays as per the master schedule, with the exception of Christmas Day and New Year's Day.
- h) Employees will work either Christmas Day or New Year's Day. Requests by Employees to work both Christmas Day and New Year's Day will be considered by the Employer. The Hospital will endeavour to rotate staff between Christmas Day and New Year's Day from year-to-year, if practicable, based on the operational needs of the Hospital and the availability of staff.

16.06 Based on client or operational needs, the Hospital may change the master schedule, hours of work or work availability requirements, with no less than twenty-eight (28) days' notice to the Union and all affected Employees in writing. The Hospital agrees to meet with the Union and any affected Employee(s) prior to the implementation of any such changes.

16.07 Where there is a change to Daylight Savings Time from Standard Time or vice versa, Employees shall be paid for their actual hours worked.

16.08 Weekend Worker

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 provision 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 19.01 (A).

For the purposes of Article 19.01 (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 19.01 (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 19.03 does not apply.

(c) Paid Holiday Bank

Employees qualify in accordance with the Article 18.02. The paid holidays are identified in Article 18.05.

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 (1 ½) pay for all hours worked on a holiday. Article 18.04 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 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 15.01 (c) for unpaid absences due to illness and Employment Insurance top-up in accordance with the formula for converting hours as described in Article 15.01, 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 (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 17 – PREMIUM PAYMENT**

### 17.01 – 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.

### 17.02 – DEFINITION OF OVERTIME

Overtime is defined as authorized work performed in excess of a scheduled shift, or in excess of seventy-five hours per two-week period. Overtime shall be paid for at the rate of time and one-half (1½) the Employee's straight time hourly rate.

### 17.03 – OVERTIME PREMIUM AND NO PYRAMIDING

Subject to any superior conditions, the overtime rate shall be time and one-half (1½) 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 (2x) 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.

### 17.04 – TIME OFF IN LIEU OF OVERTIME

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

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

### 17.05 – REPORTING PAY

Employees who report for any scheduled shift will be guaranteed at least four (4) hours of work, or if no work is available will be paid at least four (4) hours except when work is not available due to conditions beyond the control of the Hospital. The reporting allowance outlined as herein shall not apply whenever an Employee has received prior notice not to report for work. Part-time

Employees scheduled to work less than seven and one-half (7-1/2) hours per day will receive a pro-rated amount of reporting pay.

#### 17.06 – CALL-BACK

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

#### 17.07 – 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 three dollars thirty cents (\$3.30) per hour for all hours on standby. Where such standby duty falls on a paid holiday, as set out in Article 18.05 – Paid Holidays, the Employee shall receive standby pay in the amount of four dollars ninety cents (\$4.90) per hour.

Standby pay shall, however, cease where an Employee is called into work under Article 17.06 above and works during the period of standby.

#### 17.08 – TEMPORARY ASSIGNMENT

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.

Effective November 3, 2022, where a Hospital temporarily assigns an Employee to carry out the assigned responsibilities of a classification outside the bargaining unit, the Employee shall receive an allowance of one dollar (\$1.00) for each hour from the time of the assignment.

#### 17.09 – SHIFT AND WEEKEND PREMIUM

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

Effective May 18, 2024, employees shall be paid an evening shift premium of \$2.26 per hour for all hours worked between 1500 and 2300 hours.

Effective May 18, 2024, employees shall be paid a night shift premium of \$2.98 per hour for all hours worked between 2300 and 0700 hours.

Effective September 29, 2023, Employees shall be paid a weekend premium of three dollars and fourteen cents (\$3.14) per hour for all hours worked between 2400 hours Friday and 2400 hours Sunday, or such other forty-eight (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.

## 17.10 – CHARGE NURSE PREMIUM

- (a) Effective November 3, 2022, wherever a nurse is assigned overall responsibility for patient care on the unit, ward, or area, the nurse shall be paid a premium of two dollars (\$2.00) per hour in addition to their regular salary and applicable premium allowance.
- (b) Before assigning a nurse to be in charge of a unit, the nurse will receive orientation to the role of Charge Nurse on that unit. It is understood that such nurse may be assigned to any tour as part of the nurse's orientation program, providing such assignment is in accordance with any scheduling regulations or objectives contained in the Appendix of Local Provisions which forms part of this Collective Agreement.

## **ARTICLE 18 – HOLIDAYS**

### 18.01 – 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 article 18.05.

Should the Hospital be required to observe an additional paid holiday as a result of legislation, it is understood that one (1) of the existing holidays recognized by the Hospital shall be established as the legislated holiday after discussion with the Union, so that the Hospital's obligation to provide the number of paid holidays as noted above remains unchanged.

### 18.02 – 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 Article 18.05, 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 (1) 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 Article 18.05 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.

### 18.03 (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 (1½) their regular straight time hourly

rate of pay for all hours worked on such holiday subject to Article 18.04. In addition, if the Employee qualifies in accordance with Article 18.02 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 in Article 18.05.

### 18.03 (B) – PAYMENT FOR WORKING ON A HOLIDAY

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

The holidays for part-time Employees shall be the same holidays as are listed in Article 18.05. If an Employee is required to work on any of the holidays set out in Article 18.05, the Employee shall be paid at the rate of time and one-half (1½) their regular straight time hourly rate of pay for all hours worked on such holiday.

### 18.04 – 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.

### 18.05 – PAID HOLIDAYS

The following are recognized as paid holidays:

New Year's Day	Civic Holiday
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Christmas Day
Victoria Day	Boxing Day
Canada Day	1 Float Day

The float day will be scheduled at a mutually agreed time based upon the Employee's preference and the operational needs of the unit/area.

#### Holiday Pay

Where an Employee is scheduled off on a weekend prior to a holiday Monday, the Hospital will endeavour to schedule such holiday Monday off.

Where an Employee is scheduled to work the weekend prior to a holiday Monday, the Hospital will endeavour to schedule the Employee to work the holiday Monday.

An Employee who qualifies for a lieu day for having worked on a paid holiday may bank the day to be taken within ninety (90) days following the paid holiday.

## ARTICLE 19 – VACATIONS

### 19.01 (A) – FULL-TIME VACATION ENTITLEMENT, QUALIFIERS AND CALCULATION OF PAYMENT

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

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		5

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 11.04, Effect of Absence.

### 19.01 (B) – PART-TIME ENTITLEMENT, QUALIFIERS AND CALCULATION OF PAYMENT

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

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%
20,7000		10%

#### 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 (1) year for each one thousand seven hundred twenty-five (1725) hours worked.

### 19.02 – WORK DURING VACATION

Should an Employee who has commenced their scheduled vacation and agrees upon request by the Hospital to return to perform work during the vacation period, the Employee shall be paid at the rate of one and one-half (1½) 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.

### 19.03 – 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 (3) 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.

### 19.04 – 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 14.04.

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.

### 19.05 – VACATION REQUESTS

All vacation requests must be submitted, in writing, as per the Hospital's processes and preapproved by the Supervisor. An Employee may request to take a maximum of two (2) weeks of vacation, at any one time, unless otherwise approved by the Supervisor.

- 19.06 Vacation during peak periods will be limited in order to ensure that client care demands are met. Peak periods shall be defined as March Break, Summer Vacation (June 15 to September 15 inclusive) and Christmas/New Year (December 15 to January 15 inclusive). An Employee may not utilize the same vacation period two (2) years consecutively in peak periods, if it limits access to another Employee.
- 19.07 Employees may be permitted to carry up to two (2) weeks of unused vacation time to the following year providing all vacation approved for carry over is taken by April 1<sup>st</sup> of the next year unless the Employee is on an approved leave of absence.
- 19.08 a) Requests for vacation during the March break must be submitted, in writing, to the Supervisor by December 1<sup>st</sup> each year. Confirmation, by the Supervisor, of approved requests will be provided by December 15<sup>th</sup>.
- b) Requests for summer vacations must be submitted, in writing, to the Supervisor by March 1<sup>st</sup> each year. Confirmation, by the Supervisor, of approved requests will be provided by March 31<sup>st</sup>.
- c) Requests for Christmas/New Year's vacation must be submitted, in writing, to the Supervisor by September 1<sup>st</sup> of each year. Confirmation, by the Supervisor, of approved requests will be provided within three (3) weeks.

- 19.09 Requests for vacation at other times of the year require at least six (6) weeks' written notice to the Supervisor. Confirmation, by the Supervisor, of approved requests will be provided ten (10) calendar days after the request is submitted.
- 19.10 The Supervisor will consider and approve vacation requests provided such requests do not interfere with the delivery of service to clients. If two (2) or more Employees in the same job classification request the same time for vacation, preference will be given to the Employee with the greatest seniority.
- 19.11 An Employee may not change their approved vacation period without the prior written authorization of the Supervisor. Such a request shall not be unreasonably denied.

## **ARTICLE 20 – HEALTH & WELFARE**

### **20.01 – INSURED BENEFITS**

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

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

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

- a) The Hospital agrees to pay one hundred percent (100%) of the billed premium towards coverage of eligible Employees in the active employ of the Hospital under the Blue Cross Semi-Private Plan in effect as of September 28, 1993 or comparable coverage with another carrier.
- b) The Hospital agrees to contribute seventy-five percent (75%) of the billed premium towards coverage of eligible Employees in the active employ of the Hospital under the existing Blue Cross Extended Health Care Benefits Plan in effect as of September 28, 1993 (as amended below) or comparable coverage with another carrier providing for twenty two dollars fifty cents (\$22.50) (single) and thirty five dollars (\$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.

Effective date of ratification, and subject to superior conditions services of a chiropractor and of a licensed or registered physiotherapist and of a licensed or registered massage therapist will be covered up to an annual maximum of four-hundred and fifty dollars (\$450) for each service, and there shall be no cap per session of any service.

Effective November 2, 2023 and subject to superior conditions, coverage for mental health

services by a Psychologist, Registered Psychotherapist or Social Worker (MSW) will be covered up to an annual maximum of eight hundred dollars (\$800).

Effective November 2, 2023, vision care maximum four hundred fifty dollars (\$450) every twenty-four (24) months in addition to eye examinations biennially, and hearing aid acquisition every thirty-six (36) months. Vision care coverage can be used for laser eye surgery.

Effective date of ratification, introduction of an annual \$100 Health Care Spending Account to all active employees.

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

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

The Hospital also agrees to contribute seventy five percent (75%) of the billed premiums towards coverage of Blue Cross rider #2 (or equivalent) [complete and partial dentures] at 50/50 co-insurance to one thousand dollars (\$1000) annual maximum and Blue Cross rider #4 (or equivalent) [implants, crowns, bridgework, and repairs to same] at 50/50 co-insurance to two thousand dollars (\$2000) annual maximum, effective date of ratification, providing the balance of the monthly premiums are paid by the Employee through payroll deduction. Orthodontics at 50/50 co-insurance of two thousand dollars (\$2000) lifetime maximum, effective date of ratification.

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

## 20.02 – CHANGE OF CARRIER

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

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

## 20.03 – PENSION

The Hospital shall be a Participating Hospital in the Healthcare of Ontario Pension Plan (“HOOPP”) as per the terms of that Plan. All full-time Employees shall be enrolled in HOOPP. All present non-full-time Employees shall be offered membership in HOOPP immediately. All new non-full-time Employees shall be offered membership in HOOPP on their first day of employment and can join HOOPP at any time subject to the eligibility requirements of the plan.

## 20.04 – 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 fourteen percent (14%) of their regular straight time hourly rate for all straight time hours paid.

# **ARTICLE 21 – HEALTH & SAFETY**

## 21.01 – INFLUENZA VACCINATION

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

- a) The Hospital recognizes that Employees have the right to refuse any recommended or required vaccination.
- b) If an Employee refuses to take the recommended or required vaccine required under this provision, they will be reassigned during the outbreak period, unless reassignment is not possible, in which case they will be placed on unpaid leave. If an Employee is placed on unpaid leave, they can use banked lieu time or vacation credits in order to keep their pay whole. It is further agreed that any such reassignment will not adversely impact the scheduled hours of other Employees.

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

#### 21.02 – JOINT HEALTH AND SAFETY COMMITTEE

- i. The Parties shall comply with the Occupational Health and Safety Act in order to prevent accidents, injuries and illness. It is in the mutual interests of the parties to promote health and safety in the workplace and to prevent and reduce the occurrences of workplace injuries and occupational diseases. The parties agree that Employees have the right to a safe and healthy work environment and that health and safety is of the utmost importance. The parties agree to promote health and safety and wellness.
- ii. The Hospital agrees to establish and maintain a Joint Health and Safety Committee comprising of two (2) worker representatives who will be selected or appointed by the Union from the bargaining unit and two (2) Hospital representatives. One (1) worker representative will be trained and will act as a certified worker as defined under the Occupational Health and Safety Act. Any costs associated with the training of the one (1) certified worker representative will be paid for by the Hospital.
- iii. The Committee and the members of the Committee shall have all those entitlements, rights, functions, and powers provided by the Occupational Health and Safety Act.
- iv. Such Committee shall identify potential dangers and hazards, recommend means of improving health and safety programs and recommend actions to be taken to improve conditions relating to occupational health and safety.
- v. Committee meetings shall be regularly scheduled on a quarterly basis or more frequently at the call of the Chair, if required. The Committee shall maintain minutes of all meetings which shall be posted in the workplace.
- vi. The Hospital will provide a bulletin board for posting of health and safety matters.

#### 21.03 – VIOLENCE IN THE WORKPLACE

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

- a) The exercise of physical force by a person against a worker, in a workplace, that causes or could cause physical injury to the worker.

b) An attempt to exercise physical force against a worker, in a workplace, that could cause physical injury to the worker, and

c) A statement or behaviour that it is reasonable for a worker to interpret as a threat to exercise physical force against the worker, in a workplace, that could cause physical injury to the worker.

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

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

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

- a) Electronic and visual flagging.
- b) Properly trained security who can de-escalate, immobilize and detain / restrain.
- c) Appropriate personal alarms.
- d) Organizational wide risk assessments assessing environment, risk from patient population, acuity, communication, and workflow and individual client assessments; and
- e) Training in de-escalation, "break-free" and safe immobilization / detainment / restraint.

The parties recognize that Employees may be exposed to unwanted behaviour from others in the workplace and that such behaviour may result in injury and/or emotional distress to an Employee. The Hospital agrees to provide its Violence in the Workplace policies and procedures to the Joint Health and Safety Committee for their review and recommendations.

The Hospital will inform the Joint Health and Safety Committee as soon as possible of any Employee who has been subjected to violence while performing their work.

#### 21.04 – MODIFIED WORK

- i. The Hospital will notify the Joint Health and Safety Committee of the names of any Employees represented by the Union who are off work as a result of a work-related injury.
- ii. When an Employee is returning to work on a modified work program, if requested, the Hospital will meet with a National Representative and a representative of the Local Union to address questions from the Union regarding return to work protocols and workplace accommodations.

## 21.05 INFECTIOUS DISEASES AND THE PRECAUTIONARY PRINCIPLE

- a) The Hospital shall take every precaution reasonable in the circumstances for the protection of a worker. [*Occupational Health and Safety Act, s. 25 (2) (h)*].
- b) When faced with occupational health and safety decisions, the Hospital will not await full scientific or absolute certainty before taking reasonable action(s) including but not limited to, providing readily accessible personal protective equipment that reduces risk and protects Employees.
- c) Hospitals will ensure adequate stocks of the N95 respirator or equivalent or better (or such other personal protective equipment as the parties may in writing agree) to be made available to bargaining unit members at short notice in the event that there are reasonable indications of the emergence of a pandemic, epidemic or outbreak of an infectious disease in the community served by the Hospital.
- d) A worker who is required by their Hospital to wear or use any protective clothing, equipment or device shall be instructed and trained in its care, use and limitations before wearing or using it for the first time and at regular intervals thereafter and the worker shall participate in such instruction and training. Personal protective equipment that is to be provided, worn or used shall, be properly used and maintained, be a proper fit, be inspected for damage or deterioration and be stored in a convenient, clean and sanitary location when not in use. [*O. Reg. 67/93 – Health Care*].
- e) The Hospital agrees to cooperate in providing necessary information and management support to enable the Joint Health and Safety Committee to fulfil its functions. In addition, the Hospital will provide the Committee with access to the Hospital's pandemic plan and related risk assessment, all accident reports, health and safety records, notifications of exposure to an infectious or contagious disease, and any other pertinent information in its possession. The Hospital will also provide the Committee with reports on fit testing compliance annually and personal protective equipment inventory on a quarterly basis. The Committee shall respect the confidentiality of the information.
- f) Pregnant Employees may request to be temporarily transferred from their current duties if, in the professional opinion of the Employee's physician a risk to the pregnancy and/or unborn child is identified. If a temporary transfer is not feasible, the Employee will be granted an unpaid leave of absence before the commencement of the pregnancy leave.
- 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) Employees who are absent from work due to illness shall receive sick pay in accordance with Article 15 (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 continuance and seniority accumulation for the duration of the quarantine.

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

## **ARTICLE 22 – COMPENSATION**

### **22.01 (A) – JOB CLASSIFICATION**

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

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

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

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

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

### **22.01 (B) – JOB DESCRIPTIONS**

- (a) A copy of the current job description for a bargaining unit position shall be made available to the Union upon request. When a new classification which is covered by terms of this Collective Agreement is created, a copy of the job description shall be forwarded to the Union at the time that the Hospital notifies the local Union of the rate of pay pursuant to article 22.01(a) above.
- (b) An Employee requesting a copy of their job description from their Supervisor will be provided with such within five (5) working days from the date of such request.

## 22.02 – PROMOTION TO A HIGHER CLASSIFICATION

An Employee who is promoted to a higher rated classification within the bargaining unit will be placed at the start rate of the higher paying position, provided their current rate is less than that rate.

## 22.03 - ASSIGNMENT OF DUTIES FROM ANOTHER CLASSIFICATION

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

- (a) An Employee who occupies a position which is revised in accordance with this Article, and who is physically incapable of performing the revised position, will not be required to perform those additional duties which exceed the Employee's physical capabilities provided the Employee's physician provides documentation to the Hospital of such limitation.
- (b) In the event an Employee presently occupying a position which is revised in accordance with this Article requires additional training to perform duties of the revised position the Employee shall be entitled to a period of training, with due consideration being given to the Employee's age and previous educational background, during which they may perfect or acquire the skills necessitated by the new method of operation. The Hospital will assume the cost of tuition and travel. There shall be no reduction in wage or salary rates during the training period of any such Employee. Training shall be given during the hours of work whenever possible and may extend for up to six (6) months.

## 22.04 WAGES AND CLASSIFICATION PREMIUMS

Provisions under these headings shall remain unchanged and are repeated as 22.04, except to the extent that the Wage Schedule referred to in the hospital's expiring Collective Agreement shall be adjusted and retroactivity shall be paid in accordance with the Implementation Agreement signed.

## 22.05 - 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 (1) year for each one thousand seven hundred twenty five (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.

## 22.06 - FISCAL ADVISORY COMMITTEE

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

- (a) The Union's representative(s) will be included in the consultation and planning process from the early phases of the budget planning process, through representation on the Fiscal Advisory Committee or equivalent committee to

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

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

## **ARTICLE 23 – MISCELLANEOUS**

### **23.01 – BULLETIN BOARD**

The Hospital shall provide a centrally located bulletin board which will be placed so that all Employees will have access and upon which the Union shall have the right to post notices of meetings and such other notices as may pertain to Union business.

### **23.02 – PRINTING OF COLLECTIVE AGREEMENT**

The parties will share equally the costs of printing in booklet form sufficient copies of this Collective Agreement. The Hospital agrees to provide each bargaining unit member with a copy of the Collective Agreement.

### **23.03 – MEMBERSHIP MEETINGS**

The Union may hold monthly membership meetings on the Employer's premises providing permission has been first obtained by the Hospital.

### **23.04 – CHANGES TO EMPLOYMENT - RELATED INFORMATION**

Each Employee shall promptly inform the Hospital of any changes in their employment-related information. The Hospital shall be entitled to rely on the most recent address and telephone number furnished by the Employee for all purposes.

# ARTICLE 24 – DURATION

## 24.01 – TERM

The term of the agreement is September 29, 2023 to September 28, 2025.

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 (1) party or the other, both parties will meet thereafter for the purpose of bargaining.

### FOR THE HOSPITAL



\_\_\_\_\_  
Sidra Mahmood

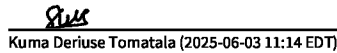


\_\_\_\_\_  
Mandy Madill

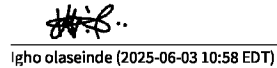
### FOR THE UNION

  
\_\_\_\_\_  
Niki Gurgan (2025-06-03 15:02 EDT)

Niki Gurgan

  
\_\_\_\_\_  
Kuma Deriuse Tomatala (2025-06-03 11:14 EDT)

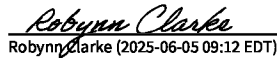
Kuma Tomatala

  
\_\_\_\_\_  
Igho Olaseinde (2025-06-03 10:58 EDT)

Igho Olaseinde

  
\_\_\_\_\_  
Thandie Plaatjie-Smith (2025-06-04 04:26 EDT)

Thandie Masego Plaatjie-Smith

  
\_\_\_\_\_  
Robynn Clarke (2025-06-05 09:12 EDT)

Robynn Clarke

# LETTER OF UNDERSTANDING #1

## 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 Union 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.

Dated at \_\_\_\_\_, Ontario, this \_\_\_\_\_ day of \_\_\_\_\_ 2024.




\_\_\_\_\_  
Sidra Mahmood




\_\_\_\_\_  
Mandy Madill

  
\_\_\_\_\_  
Niki Gurgun (2025-06-03 15:02 EDT)

\_\_\_\_\_  
Niki Gurgun

  
\_\_\_\_\_  
Kuma Deriuse Tomatala (2025-06-03 11:14 EDT)


\_\_\_\_\_  
Kuma Tomatala

  
\_\_\_\_\_  
Igho Olaseinde (2025-06-03 10:58 EDT)

\_\_\_\_\_  
Igho Olaseinde

  
\_\_\_\_\_  
Thandie Plaatjie-Smith (2025-06-04 04:26 EDT)

\_\_\_\_\_  
Thandie Masego Plaatjie-Smith

  
\_\_\_\_\_  
Robynn Clarke (2025-06-05 09:12 EDT)

\_\_\_\_\_  
Robynn Clarke

## LETTER OF UNDERSTANDING #2

### 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 20. It is understood and agreed that the part-time Employees would pay the Hospital the full amount of the monthly premiums, in advance.

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

Dated at \_\_\_\_\_, Ontario, this \_\_\_\_\_ day of \_\_\_\_\_ 2024.

*Sidra Mahmood*

\_\_\_\_\_  
Sidra Mahmood

*Mandy Madill*

\_\_\_\_\_  
Mandy Madill

*Niki Gurgun*  
\_\_\_\_\_  
Niki Gurgun (2025-06-03 15:02 EDT)

\_\_\_\_\_  
Niki Gurgun

*Kuma Deriuse Tomatala*  
\_\_\_\_\_  
Kuma Deriuse Tomatala (2025-06-03 11:14 EDT)

\_\_\_\_\_  
Kuma Tomatala

*Igho Olaseinde*  
\_\_\_\_\_  
Igho Olaseinde (2025-06-03 10:58 EDT)

\_\_\_\_\_  
Igho Olaseinde

*Thandie Plaatjie-Smith*  
\_\_\_\_\_  
Thandie Plaatjie-Smith (2025-06-04 04:26 EDT)

\_\_\_\_\_  
Thandie Masego Plaatjie-Smith

*Robynn Clarke*  
\_\_\_\_\_  
Robynn Clarke (2025-06-05 09:12 EDT)

\_\_\_\_\_  
Robynn Clarke

## LETTER OF UNDERSTANDING #3

### Re: Nursing Graduate Guarantee Program

- L3.01 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.
- L3.02 Only so many positions will be created as are covered by government funding for supernumerary positions.
- L3.03 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.
- L3.04 The Hospital will consult with the Union with regards to supernumerary positions in accordance with the 2023-2024 Nursing Graduate Guarantee Program Guidelines.
- L3.05 The applicable mentorship premium in the local appendix will apply.
- L3.06 Such supernumerary positions will not be subject to internal postings as per Article 9.05.
- L3.07 Such nurses will be full-time and covered by the full-time Collective Agreement.
- L3.08 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.
- L3.09 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.

L3.10 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 equal to all hours worked in their supernumerary position. L3.11 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.

L3.12 The Hospital bears the onus of demonstrating that such positions are supernumerary.

Dated at \_\_\_\_\_, Ontario, this \_\_\_\_\_ day of \_\_\_\_\_ 2024.

*Sidra Mahmood*

\_\_\_\_\_  
Sidra Mahmood

*Mandy Madill*

\_\_\_\_\_  
Mandy Madill

*Niki Gurgun*  
\_\_\_\_\_  
Niki Gurgun (2025-06-03 15:02 EDT)

Niki Gurgun

*Kuma Deriuse Tomatala*  
\_\_\_\_\_  
Kuma Deriuse Tomatala (2025-06-03 11:14 EDT)

Kuma Tomatala

*Igho Olaseinde*  
\_\_\_\_\_  
Igho Olaseinde (2025-06-03 10:58 EDT)

Igho Olaseinde

*Thandie Plaatjie-Smith*  
\_\_\_\_\_  
Thandie Plaatjie-Smith (2025-06-04 04:26 EDT)

Thandie Masego Plaatjie-Smith

*Robynn Clarke*  
\_\_\_\_\_  
Robynn Clarke (2025-06-05 09:12 EDT)

Robynn Clarke

# LETTER OF UNDERSTANDING #4

## 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 positions.


Dated at \_\_\_\_\_, Ontario, this \_\_\_\_\_ day of \_\_\_\_\_ 2024.


  
\_\_\_\_\_  
Sidra Mahmood

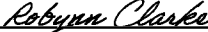
  
\_\_\_\_\_  
Mandy Madill

  
\_\_\_\_\_  
Niki Gurgun

  
\_\_\_\_\_  
Kuma Deriuse Tomatala (2025-06-03 11:14 EDT)

  
\_\_\_\_\_  
Igho Olaseinde (2025-06-03 10:58 EDT)

  
\_\_\_\_\_  
Thandie Masego Plaatjie-Smith (2025-06-04 04:26 EDT)

  
\_\_\_\_\_  
Robynn Clarke (2025-06-05 09:12 EDT)  
\_\_\_\_\_  
Robynn Clarke

# LETTER OF UNDERSTANDING #5

## 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.

Dated at \_\_\_\_\_, Ontario, this \_\_\_\_\_ day of \_\_\_\_\_ 2024.

FOR THE HOSPITAL

*Sidra Mahmood*

\_\_\_\_\_  
Sidra Mahmood

*Mandy Madill*

\_\_\_\_\_  
Mandy Madill

FOR THE LOCAL UNION

*Niki Gorgen*  
\_\_\_\_\_  
Niki Gorgen (2025-06-03 15:02 EDT)

\_\_\_\_\_  
Niki Gorgen

*Kuma Deriuse Tomatala*  
\_\_\_\_\_  
Kuma Deriuse Tomatala (2025-06-03 11:14 EDT)

\_\_\_\_\_  
Kuma Tomatala

*Igho Olaseinde*  
\_\_\_\_\_  
Igho Olaseinde (2025-06-03 10:58 EDT)

\_\_\_\_\_  
Igho Olaseinde

*Thandie Masego Plaatjie-Smith*  
\_\_\_\_\_  
Thandie Plaatjie-Smith (2025-06-04 04:26 EDT)

\_\_\_\_\_  
Thandie Masego Plaatjie-Smith

*Robynn Clarke*  
\_\_\_\_\_  
Robynn Clarke (2025-06-05 09:12 EDT)

\_\_\_\_\_  
Robynn Clarke

**APPENDIX A:**

**WORKLOAD COMPLAINT FORM**

**SECTION 1: GENERAL INFORMATION**

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

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

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

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

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

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

Date Form Submitted to Employer: \_\_\_\_\_

**SECTION 2: WORKING CONDITIONS**

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

Type of Work Being Performed (please describe)

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

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

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

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

---

---

---

**SECTION 3: DETAILS OF OCCURENCE**

Is this an:

- Isolated Incident
- Ongoing Problem      (*Check One*)

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

---

---

---

---

---

**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 this 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:

---

---

---

---

---

## SCHEDULE A – WAGES

Wage scales covering all classifications represented by the CUPE bargaining unit are provided in the wage schedule.

Effective September 29, 2023, 3.0% general wage increase.

Effective September 29, 2024, 3.0% general wage increase.

Classification	September 29, 2023	
	(3.00%)	
	Start	Year 1
Companion	\$26.20	
Nutrition Aide		
Personal Support Worker	\$28.44	
Receptionist	\$26.65	
Activity Aide	\$26.86	
Physiotherapy Assistant	\$31.11	
Registered Practical Nurse - Facility	\$37.05	
Recreation Therapist	\$41.43	
Occupational Therapist	\$52.51	
Physiotherapist		
Social Worker	\$54.75	
Personal Support Worker (Upskilled)	\$30.96	
Environmental Services Associate	\$25.93	\$26.20

Classification	September 29, 2024	
	(3.00%)	
	Start	Year 1
Companion	\$26.99	
Nutrition Aide		
Personal Support Worker	\$29.29	
Receptionist	\$27.45	
Activity Aide	\$27.67	
Physiotherapy Assistant	\$32.04	
Registered Practical Nurse - Facility	\$38.16	
Recreation Therapist	\$42.67	
Occupational Therapist	\$54.08	
Physiotherapist		
Social Worker	\$56.40	
Personal Support Worker (Upskilled)	\$31.89	
Environmental Services Associate	\$26.70	\$26.99