

COMBINED FULL-TIME/PART-TIME

COLLECTIVE AGREEMENT

Between

**UNIVERSITY HEALTH NETWORK
West Park Healthcare Centre**

(hereinafter referred to as “the Hospital”)

And

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 5496

(hereinafter referred to as “the Union”)

TERM:

March 19, 2024 to March 18, 2026

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ARTICLE 1 – PREAMBLE

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

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

ARTICLE 2 – DEFINITIONS

2.01 – TEMPORARY EMPLOYEE

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

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

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

Employees covering a temporary vacancy will be informed of an extension or have the end of the contract confirmed as far in advance as the Hospital has notice.

2.02 - PART-TIME COMMITMENT

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

2.03 – REGULAR PART-TIME EMPLOYEE

A regular part-time Employee in the bargaining unit is one 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 regular part-time Employee is one (1) who is regularly employed for not more than forty-five (45) hours per two (2)-week pay period.

2.04 - 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 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 3 – RELATIONSHIP

3.01 – NO DISCRIMINATION

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

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

3.02 – ATTENDANCE MANAGEMENT

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

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

ARTICLE 4 – STRIKES & LOCKOUTS

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

ARTICLE 5 – UNION SECURITY

5.01 – T4 SLIPS

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

5.02 – NOTIFICATION TO UNION

- (a) The Hospital will provide the Union with a list, when changes occur or monthly, whichever is less frequent of all hiring's, 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 (2 times) a year in electronic form.
- (c) Where readily available through the Hospital's payroll system, in addition, the Hospital will provide status (Active, LOA, etc.), Employee type (FT, PT or Casual), the number of hours worked by each Employee, and the amount of dues deducted.

5.03 – EMPLOYEE INTERVIEW

A new Employee will have the opportunity to meet with a representative of the Union in the employ of the Hospital for a period of up to 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.

5.04 – NO OTHER AGREEMENTS

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

No individual Employee or group of Employees shall undertake to represent the Union at meetings with the Hospital without proper authorization from the Union.

ARTICLE 6 – UNION REPRESENTATION AND COMMITTEES

6.01 – UNION ACTIVITY ON PREMISES AND/OR ACCESS TO PREMISES

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

6.02 – LABOUR-MANAGEMENT COMMITTEE

- (a) Where the parties mutually agree that there are matters of mutual concern and interest that would be beneficial if discussed at a Labour Management Committee Meeting during the term of this Agreement, the following shall apply.
- (b) Labour Management meetings shall be scheduled at least quarterly. It is understood that if neither of the parties have agenda items for discussion the quarterly meeting may be deferred

to the next quarter.

- (c) One (1) CUPE National Representative, two (2) Local Representatives and one (1) People & Culture Representative and two (2) other management designates shall meet at a time and place mutually satisfactory. A request for a meeting outside of the regular quarterly 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.

- (d) 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.

- (e) 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.
- (f) Where two or more Agreements exist between a Hospital and CUPE the Committee may be a joint one representing Employees under both Agreements, unless otherwise agreed.
- (g) The parties agree to rotate the role of chair and minute taker.

6.03 – BARGAINING COMMITTEE

The Hospital agrees to recognize a negotiating committee comprised of three (3) hospital representatives and three (3) Employee representatives plus one (1) alternate of the Union for the purpose of negotiating a renewal agreement. The Hospital agrees to pay two (2) 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 (1) day's leave of absence without pay, to provide a sufficient rest break if the Employee so requests. Such request shall not be unreasonably denied. Such leave shall be considered leave of absence for Union business, but shall not be deducted from the Union entitlement under Article 12.02.

6.04– CENTRAL BARGAINING COMMITTEE

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

their normal straight time working hours at their regular rate of pay and without loss of leave credits for two (2) days of preparation time for such central negotiating meetings with the Hospital's Central negotiating Committee. Upon reference to arbitration, the Negotiating Committee members shall receive unpaid time off for the purpose of attending arbitration hearings.

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

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

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

6.05 – UNION STEWARDS

- (a) The Hospital agrees to recognize (3) three Union Stewards to be elected or appointed from amongst Employees in the bargaining unit who have completed their probationary period for the purpose of dealing with Union business as provided under this Collective Agreement.
- (b) A Chief Steward or designate may, in the absence of any Steward, assist in the presentation of any grievance, or with any Steward function.
- (c) The Union shall keep the Hospital notified in writing of the names of Union Stewards appointed or selected under this Article as well as the effective date of their respective appointments.
- (d) It is agreed that Union Stewards have their regular duties and responsibilities to perform for the Hospital and shall not leave their regular duties without first obtaining permission from their immediate Supervisor. If, in the performance of their duties, a Union Steward is required to enter an area within the Hospital in which they are not originally employed, they shall report their presence to the Supervisor in the area immediately upon entering it. Such permission shall not be unreasonably withheld. When resuming their regular duties and responsibilities, such Steward shall again report to their immediate Supervisor. A Union Steward shall suffer no loss of earnings for time spent in performing the above duties during their regular scheduled working hours.
- (e) Nothing in this Article shall preclude full-time Stewards from representing part-time Employees and vice-versa.

6.06 – GRIEVANCE COMMITTEE

The Hospital will recognize a Grievance Committee composed of not more than two (2) Employees, at any one (1) time, selected by the Union who have completed their probationary period. A general representative of the Union may be present at any meeting of the Committee. The purpose of the Committee is to deal with complaints or grievances as set out in this Collective Agreement.

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

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

ARTICLE 7 – GRIEVANCE AND ARBITRATION PROCEDURE

- 7.01 For purposes of this Agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of the Agreement including any question as to whether a matter is arbitral.
- 7.02 At the time formal discipline is imposed or at any stage of the grievance procedure an Employee shall have the right upon request to the presence of their Steward. In the case of suspension or discharge the Hospital shall notify the Employee of this right in advance.
- 7.03 It is the mutual desire of the parties hereto that complaints of Employees shall be discussed as quickly as possible, and it is understood that an Employee has no grievance until they have first given their immediate Supervisor the opportunity of discussing their complaint. The grievor may have the assistance of a union Steward if they so desire. Such complaint shall be discussed with their immediate Supervisor within nine (9) calendar days after the circumstances giving rise to it have occurred or ought reasonably to have come to the attention of the Employee and failing settlement within nine (9) calendar days, it shall then be taken up as a grievance within nine (9) calendar days following advice of their immediate Supervisor's decision in the following manner and sequence:

Step No. 1

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

Step No. 2

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

- 7.04 A complaint or grievance arising directly between the Hospital and the Union concerning the interpretation, application or alleged violation of the Agreement shall be originated at Step No. 2 within fourteen (14) calendar days following the circumstances giving rise to the complaint or

grievance. It is expressly understood, however, that the provisions of this Article may not be used with respect to a grievance directly affecting an Employee which such Employee could themselves institute and the regular grievance procedure shall not be thereby bypassed.

- 7.05 Where a number of Employees have identical grievances and each Employee would be entitled to grieve separately, they may present a group grievance in writing identifying each Employee who is grieving to the Chief Human Resource Officer or their designee within fourteen (14) calendar days after the circumstances giving rise to the grievance have occurred or ought reasonably to have come to the attention of the Employee(s). The grievance shall then be treated as being initiated at Step No. 2 and the applicable provisions of this Article shall then apply with respect to the processing of such grievance.
- 7.06 The release or discharge of an Employee during the probationary period shall not be the subject of a grievance or arbitration. A claim by an Employee who has completed their probationary period that they have been unjustly discharged or suspended shall be treated as a grievance if a written statement of such grievance is lodged by the Employee with the Hospital at Step No. 2 within seven (7) calendar days after the date the discharge or suspension is affected. Such special grievance may be settled under the Grievance or Arbitration Procedure by:
- (a) confirming the Hospital's action in dismissing the Employee; or
 - (b) reinstating the Employee with or without full compensation for the time lost; or
 - (c) by any other arrangement which may be deemed just and equitable.

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

- 7.07 (a) Failing settlement under the foregoing procedure of any grievance between the parties arising from the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitral, such grievance may be submitted to arbitration as hereinafter provided. If no written request for arbitration is received within eighteen (18) calendar days after the decision under Step No. 2 is given, the grievance shall be deemed to have been abandoned. Where such a written request is postmarked within sixteen (16) calendar days after the decision under Step No. 2, it will be deemed to have been received within the time limits.
- (b) The parties agree that it is their intent to resolve grievances without recourse to arbitration, wherever possible. Therefore, notwithstanding (a) above, the parties may, upon mutual agreement, engage the services of a mediator in an effort to resolve the grievance and may extend the time limits for the request for arbitration. The parties will share equally the fees and expenses, if any, of the mediator.

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

- 7.09 When either party requests that any matter be submitted to arbitration as provided in the foregoing Article, it shall make such request in writing addressed to the other party to this Agreement, and at the same time name a nominee. Within seven (7) calendar days thereafter the other party shall name a nominee, provided, however, that if such party fails to name a nominee as herein required,

the Minister of Labour for the Province of Ontario shall have power to effect such appointment upon application thereto by the party invoking the Arbitration Procedure. The two (2) nominees shall attempt to select by agreement a chairman of the Arbitration Board. If they are unable to agree upon such a chairman within a period of fourteen (14) calendar days, they shall then request the Minister of Labour for the Province of Ontario to appoint a chairman.

- 7.10 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 7.11 No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the Grievance Procedure.
- 7.12 The Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to or amend any part of this Agreement.
- 7.13 The proceedings of the Arbitration Board will be expedited by the parties hereto and the decision of the majority and, where there is no majority the decision of the chairman will be final and binding upon the parties hereto and the Employee or Employees concerned.
- 7.14 Each of the parties hereto will bear the expense of the nominee appointed by it and the parties will share equally the fees and expenses, if any, of the chairman of the Arbitration Board.
- 7.15 The time limits set out in the Grievance and Arbitration Procedures herein are mandatory and failure to comply strictly with such time limits except by the written agreement of the parties, shall result in the grievance being deemed to have been abandoned subject only to the provisions of Section 48 (16) of The Labour Relations Act.
- 7.16 Wherever Arbitration Board is referred to in the Agreement, the parties may mutually agree in writing to substitute a single arbitrator for the Arbitration Board at the time of reference to arbitration and the other provisions referring to Arbitration Board shall appropriately apply.

ARTICLE 8 – ACCESS TO FILES

8.01 – ACCESS TO PERSONNEL FILE

Each Employee shall have reasonable access to their personnel file for the purpose of reviewing any evaluations or formal disciplinary notations contained therein, in the presence of the People & Culture Representative or designate to a maximum of twice (2x) per year.

The Employee shall request in writing a scheduled time to review their personnel file with the People & Culture Department. The People & Culture Department shall respond within ten (10) business days of the request.

An Employee has the right to request copies of any evaluations in this file.

8.02 – CLEARING OF RECORD

Any letter of reprimand, suspension or any other sanction will be removed from the record of an Employee eighteen (18) months following the receipt of such letter, suspension or other sanction

provided that such Employee's record has been discipline free for one year. All leaves of absence in excess of ten (10) calendar days will not count toward either of the above periods.

ARTICLE 9 – SENIORITY

Effective date of ratification, the Hospital will provide the seniority lists at the end of the first (1st) pay period of January and July. The lists will be posted on the CUPE bulletin board in January and July to allow CUPE members to verify their seniority. At the end of February and August, the list as then amended will be considered correct.

If an Employee has concerns about the accuracy of the seniority list, they shall raise such concerns with their immediate Supervisor within twenty (20) working days of the date that the seniority list is posted. The Supervisor shall respond within ten (10) working days. If the matter is not resolved, a grievance may be filed at Step 2 of the grievance process.

9.01 – 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 workday), within any twelve (12) calendar months. Upon completion of the probationary period, they shall be credited with seniority equal to sixty (60) working days. With the written consent of the Hospital, the probationary Employee and the President of the Local Union or designate, such probationary period may be extended. Any extensions agreed to will be in writing and will specify the length of the extension. The release or discharge of an Employee during the probationary period shall not be the subject of a grievance or arbitration unless the probationary Employee is released for reasons which are arbitrary, discriminatory, in bad faith, or for exercising a right under this Agreement.

9.02 – DEFINITION OF SENIORITY

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

Part-time Employees, including casual Employees, will accumulate seniority on the basis of one (1) year's seniority for each one thousand seven hundred 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. The twelve (12) month period shall be January 1 to December 31.

9.03 – LOSS OF SENIORITY

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

- (a) Resign;
- (b) Are discharged and not reinstated through the grievance/arbitration procedure;

- (c) Have retired
- (d) Are absent from scheduled work for a period of three (3) or more consecutive working days without notifying the Hospital of such absence and providing to the Hospital a satisfactory reason;
- (e) Have been laid off for forty-eight (48) months;
- (f) Have been laid off and fail to return to work within seven (7) calendar days after that Employee has been notified by the Hospital through registered mail addressed to the last address on the records of the Hospital, subject to any special provisions regarding temporary vacancies noted under the heading of Layoff and Recall.

9.04 – EFFECT OF ABSENCE

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

Unless otherwise provided in the Collective Agreement:

- (a) It is understood that during an approved unpaid absence not exceeding thirty (30) continuous days or any approved absence paid by the Hospital, both seniority and service will accrue.
- (b) During an unpaid absence exceeding thirty (30) continuous calendar days, credit for service for purposes of salary increment, vacation, sick leave, or any other benefits under any provisions of the Collective Agreement or elsewhere, shall be suspended for the period of the absence in excess of thirty (30) continuous calendar days, the benefits concerned appropriately reduced on a pro rata basis and the Employee's anniversary date adjusted accordingly. In addition, the Employee will become responsible for full payment of any subsidized Employee benefits in which they are-participating in for the period of absence, except that the Hospital will continue to pay its share of the premiums up to thirty (30) months while an Employee is in receipt of WSIB benefits or LTD Benefits. Such payment shall also continue while an Employee is on sick leave (including the Employment Insurance Period) to a maximum of thirty (30) months from the time the absence commenced. Notwithstanding this provision, service shall accrue for a period of fifteen (15) weeks if an Employee's absence is due to a disability resulting in WSIB benefits or LTD Benefits.
- (c) It is further understood that during such unpaid absence, credit for seniority for purposes of promotion, demotion, transfer or lay-off shall be suspended and not accrue during the period of absence. Notwithstanding this provision seniority shall accrue for the duration of the absence, if an Employee's absence is due to a disability resulting in WSIB benefits or LTD benefits, or while an Employee is on paid or unpaid sick leave (including the Employment Insurance Period).
- (d) Part Time Employees shall accrue seniority for the duration of the absence, if an Employee's absence is due to a disability resulting in WSIB benefits, LTD benefits or a disability in accordance with the *Human Rights Code*.
- (e) Part-time Employees shall accrue service for a period of fifteen (15) weeks if absent due to a disability resulting in WSIB benefits, based on what the Employee's normal regular

hours of work would have been.

9.05 – JOB POSTING

- (a) Where a permanent vacancy occurs in a classification within the bargaining unit or a new position within the bargaining unit is established by the Hospital, such vacancy shall be posted for a period of seven (7) consecutive calendar days. Applications for such vacancy shall be made in writing within the seven (7) day period referred to herein.
- (b) The postings shall stipulate the qualifications, classifications, rate of pay, department and shift and a copy shall be provided to the Chief Steward.
- (c) Vacancies created by the filling of an initial permanent vacancy will be posted for a period of three (3) consecutive calendar days, excluding Saturdays, Sundays and Holidays. Applications for such vacancies shall be made in writing within the three (3) day period referred to herein.
- (d) In matters of promotion and staff transfer appointment shall be made of the senior applicant able to meet the normal requirements of the job. Successful Employees need not be considered for other vacancies within a six (6) month period unless an opportunity arises which allows the Employee to change their permanent status.
- (e) The Hospital agrees that it shall post permanent vacant positions within thirty (30) calendar days of the position becoming vacant, unless the Hospital provides the Union notice under Article 9.08(A)(a) of its intention to eliminate the position.
- (f) The name of the successful applicant will be posted on the bulletin board for a period of seven (7) calendar days.
- (g) Where there are no successful applicants from within this bargaining unit for vacant positions referred to in this Article, employees in other CUPE bargaining units at the Hospital will be selected in accordance with the criteria for selection above, prior to considering persons who are not members of CUPE bargaining units at the Hospital. The employees eligible for consideration shall be limited to those employees who have applied for the position in accordance with this Article, and selection shall be made in accordance with this Article.
- (h) The successful applicant shall be allowed a trial period of up to thirty (30) days, during which the Hospital will determine if the Employee can satisfactorily perform the job. Within this period the Employee may voluntarily return or be returned by the Hospital to the position formerly occupied, without loss of seniority. The vacancy resulting from the posting may be filled on a temporary basis until the trial period is completed.
- (i) A list of vacancies filled in the preceding month under this Article and the names of the successful applicants will be posted, with a copy provided to the Union.
- (j) A temporary vacancy is a position that is available for a specific term, not to exceed one (1) year, 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.

All temporary vacancies reasonably expected to last ninety (90) days or more in duration

will be posted using the job posting provisions under Article 9.05 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.

9.06 – TRANSFER AND SENIORITY OUTSIDE THE BARGAINING UNIT

- (a) It is understood that an Employee shall not be transferred by the Hospital to a position outside the bargaining unit without their consent except in the case of temporary assignments not exceeding six (6) months. This period may be extended a further six (6) months upon the agreement of the Employee and the Hospital. Such Employees on temporary assignments shall remain members of the bargaining unit.
- (b) An Employee who is transferred to a position outside the bargaining unit shall not, subject to (c) below, accumulate seniority. In the event the Employee is returned by the Hospital to a position in the bargaining unit within twenty-four (24) months of the transfer they shall be credited with the seniority held at the time of transfer and resume accumulation from the date of their return to the bargaining unit. An Employee not returned to the bargaining unit within 24 months shall forfeit bargaining unit seniority.
- (c) In the event an Employee transferred out of the bargaining unit under (a) or (b) above is returned to the bargaining unit within a period of twelve (12) calendar months, they shall accumulate seniority during the period of time outside the bargaining unit.

9.07 (A) – TRANSFER OF SENIORITY AND SERVICE

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 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.

9.07 (B) – PORTABILITY OF SERVICE

An Employee hired by the Hospital with recent and related experience may claim consideration for such experience at the time of hiring on a form to be supplied by the Hospital. Any such claim shall

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

9.07 (C) – TRANSFORMATION IN HEALTH CARE

Seniority Recognition

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

Right to Return or Transfer

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

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

9.08 (A) – NOTICE AND REDEPLOYMENT COMMITTEE

(a) Notice

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

- (i) provide the Union with no less than five (5) months' written notice of the proposed layoff or elimination of position; and
- (ii) provide to the affected Employee(s), if any, who will be laid off with no less than five (5) months' written notice of layoff, or pay in lieu thereof.

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

Union of any subsequent layoff.

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

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

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

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

(d) Redeployment Committee

At each Hospital a Redeployment Committee will be established not later than two (2) weeks after the notice referred to in 9,08(A)(a) and will meet thereafter as frequently as is necessary.

i) Committee Mandate

The mandate of the Redeployment Committee is to:

- 1) Identify and propose possible alternatives to the proposed layoff(s) or elimination of position(s), including, but not limited to, identifying work which would otherwise be bargaining unit work and is currently work contracted-out by the Hospital which could be performed by bargaining-unit Employees who are or would otherwise be laid off;
- 2) Identify vacant positions in the Hospital or positions which are currently filled but which will become vacant within a twelve (12) month period and which are either;

- (a) within the bargaining unit; or
- (b) within another CUPE bargaining unit; or
- (c) not covered by a Collective Agreement.

- 3) Identify the retraining needs of workers and facilitate such training for workers who are, or would otherwise be, laid off.
- 4) Subject to article 9.11, the Hospital will award vacant positions to Employees who are, or would otherwise be laid off, in order of seniority if, with the benefit of up to six (6) months retraining, an Employee has become able to meet the normal requirements of the job.
- 5) Any dispute relating to the foregoing provisions may be filed as a grievance commencing at Step 2.

(ii) Committee Composition

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

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

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

(iii) Disclosure

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

(iv) Alternatives

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

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

9.08 (B) – RETIREMENT ALLOWANCE

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

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

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

9.08 (C) – VOLUNTARY EXIT OPTION

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

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

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 9.08(A)(a)(ii).

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

9.09 – LAYOFF AND RECALL

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

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

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

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

- (e) In the event that there are no Employees with lesser seniority in the same or a lower or identical-paying classification, as defined in this article, a laid-off Employee shall have the right to displace another Employee with lesser seniority in a higher-paying classification provided they are able to meet the normal requirements of the job, with orientation but without additional training.
- (f) In addition, in combined full-time/part-time Collective Agreements, a full-time Employee shall also be entitled to displace another full-time Employee with lesser seniority in a higher-paying classification provided that they are able to meet the normal requirements of the job, with orientation but without additional training, when there are no other full-time Employees in the same or a lower or similar-paying classification with lesser seniority, prior to being required to displace a part-time Employee.
- (g) An Employee who is subject to layoff other than a layoff of a permanent or long-term nature including a full time Employee whose hours of work are, subject to Article 14.01, reduced, shall have the right to accept the layoff or displace another Employee in accordance with (a) and (d) above.
- (h) No full-time Employee within the bargaining unit shall be laid off by reason of their duties being assigned to one (1) or more part-time Employees.
- (i) In the event of a layoff of an Employee, the Hospital shall pay its share of insured benefits premiums for the duration of the five (5)-month notice period provided for in Article 9.08(A)(a).

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

9.10 – BENEFITS ON LAYOFF

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

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

9.11 —RETRAINING

- (a) Retraining for Positions within the Hospital

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

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

availability of any federal or provincial retraining program funds to cover the cost of tuition, books and travel, as well as any wages eligible under the terms of such program.

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

(b) Placement

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

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

9.12 – SEPARATION ALLOWANCES

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

9.13 – TECHNOLOGICAL CHANGE

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

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

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

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

9.14 – WORK-LOADS

- (a) The parties agree that patient care is enhanced if concerns relating to professional practice, patient acuity, fluctuating Work-Load 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 the Labour Management Committee (as constituted under Article 6.02) through their Union representative using the template workload complaint form attached. This form may be modified by the mutual agreement.

ARTICLE 10 – CONTRACTING OUT

10.01 – CONTRACTING OUT

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

10.02 – CONTRACTING OUT

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

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

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

ARTICLE 11 – WORK OF THE BARGAINING UNIT

11.01 – WORK OF THE BARGAINING UNIT

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

11.02 – VOLUNTEERS

As of March 19, 2019 forward, there will be no volunteers performing bargaining unit work.

ARTICLE 12 – LEAVES OF ABSENCE

12.01 – PERSONAL LEAVE

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

12.02 - UNION BUSINESS

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

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

The number of Employees shall not exceed two (2) people that may be absent at any one (1) time. Union business days shall not exceed fifteen (15) days for the President, and fifteen (15) days for any bargaining unit member, for a maximum of thirty (30) days.

Union leave in accordance with this Article is at the Union's expense.

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

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

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

(b) In addition to the above, a part-time or casual Employee who is attending to union business when not regularly scheduled to work shall be deemed to be on union leave and the amount of such

leave shall not be deducted from the number of days of absence identified above. Such part-time or casual Employee will be credited with seniority for the number of hours of such leave to a maximum of thirty-seven and one-half (37.5) hours per week. The Union will advise the Hospital of the number of such hours.

12.03(A) - FULL-TIME POSITIONS WITH THE UNION

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

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

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

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

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

12.03(B) – FULL TIME POSITIONS WITH THE UNION

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

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

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

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

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

temporary basis.

12.03(C)–LEAVE FOR OCHU PRESIDENT, SECRETARY-TREASURER, AND FIRST VICE-PRESIDENT

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

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

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

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

12.04 – BEREAVEMENT LEAVE

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

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

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

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

12.05(A) – REGULAR FULL-TIME EMPLOYEE - 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 his their regularly scheduled paid hours, they shall be paid for all hours actually spent at such hearing at their straight time hourly rate subject to (a), (b) and (c) above.

12.05(B) – REGULAR PART-TIME EMPLOYEE - 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 Employees shall be paid for all our scheduled and not be expected to attend work. Upon completion of the process the Employees 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 part time Employees required by subpoena to attend a court of law or coroner's inquests in connection with the case arising from the Employees duties at the hospital on their regularly scheduled day off, they shall be paid for all hours actually spent at hearings at their regular straight time hourly rate subject to (a), (b) and (c) above.

12.06(A) – REGULAR FULL-TIME EMPLOYEE - 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 be given written notice of 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 Employees shall reconfirm their intention to return to work on the date originally prepared approved in the subsection (b) above by written notification received by the Hospital at least two (2) weeks in advance thereof.
- (d) Effective on confirmation by the Canada Employment Insurance Commission of the appropriateness of the Hospital's supplementary unemployment benefit (SUB) Plan, an Employee who is on pregnancy leave as provided under this agreement who is 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 of 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 Employees unemployment insurance check stubs shall constitute proof that they are in receipt of Employment Insurance pregnancy benefits.

The Employee's normal weekly earning shall be determined by multiplying their regular hourly rate on their last day worked prior to the commencement of the leaves 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 the 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) Credit for service and seniority shall accumulate for a period of up to seventeen (17) weeks while the 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 period of up to seventeen

(17) weeks while the Employee is on pregnancy leave.

Subject to any changes to the Employees status which would have occurred had they not been on pregnancy leave, the Employees shall be reinstated to their former duties, on the same shift in the same department, and at the same rate of pay.

12.06(B) – REGULAR PART-TIME EMPLOYEE - PREGNANCY LEAVE

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

- (a) Pregnancy leave will be granted in accordance with the provisions of the *Employment Standards Act*, except where amended in this provision. The service requirement for eligibility for pregnancy leave shall be thirteen (13) weeks of continuous service.
- (b) The Employee shall give written notification at least two (2) weeks in advance of the date of commencement of such leave and the expected date of return. At such time they shall also furnish the Hospital with the certificate of a legally qualified medical practitioner stating the expected birth date.
- (c) The Employee shall reconfirm their intention to return to work on the date originally approved in subsection (b) above by written notification received by the Hospital at least two (2) weeks in advance thereof.
- (d) Effective on confirmation by the Canada Employment Insurance Commission of the appropriateness of the Hospital's Supplementary Unemployment Benefit (SUB) Plan, an Employee who is on pregnancy leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance pregnancy benefits pursuant to Section 23 of the *Employment Insurance Act*, shall be paid a supplemental unemployment benefit for a period not exceeding fifteen (15) weeks. The supplement shall be equivalent to the difference between ninety-three percent (93%) of their normal weekly earnings and the sum of their weekly unemployment insurance benefits and any other earnings. Receipt by the Hospital of the Employee's unemployment insurance cheque stubs shall constitute proof that they are in receipt of Employment Insurance pregnancy benefits.

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

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

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

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

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

12.07(A) – REGULAR FULL-TIME EMPLOYEE - PARENTAL LEAVE

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

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

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

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

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

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

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

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

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

12.07(B) – REGULAR PART-TIME EMPLOYEE - PARENTAL LEAVE

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

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

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

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

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

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

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

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

12.08 – EDUCATION LEAVE

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

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

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

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

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

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

12.09 – PRE-PAID LEAVE PLAN

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

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

- (e) During the four (4) years of salary deferral, twenty percent (20%) of the Employee's gross annual earnings will be deducted and held for the Employee and will not be accessible to the Employee until the year of the leave or upon withdrawal from the plan.
- (f) The manner in which the deferred salary is held shall be at the discretion of the Hospital.
- (g) All deferred salary, plus accrued interest, if any, shall be paid to the Employee at the commencement of the leave or in accordance with such other payment schedule as may be agreed upon between the Hospital and the Employee.
- (h) All benefits shall be kept whole during the four (4) years of salary deferral. During the year of the leave, seniority will accumulate. Service for the purpose of vacation and salary progression and other benefits will be retained but will not accumulate during the period of leave. The Employee shall become responsible for the full payment of premiums for any health and welfare benefits in which the Employee is participating. Contributions to the Hospitals of Ontario Pension Plan will be in accordance with the Plan. The Employee will not be eligible to participate in the disability income plan during the year of the leave.
- (i) An Employee may withdraw from the plan at any time during the deferral portion provided three (3) months' notice is given to the Hospital. Deferred salary, plus accrued interest, if any, will be returned to the Employee within a reasonable period of time.
- (j) If the Employee terminates employment, the deferred salary held by the Hospital plus accrued interest, if any, will be returned to the Employee within a reasonable period of time. In case of the Employee's death, the funds will be paid to the Employee's estate.
- (k) The Hospital will endeavour to find a temporary replacement for the Employee as far in advance as practicable. If the Hospital is unable to find a suitable replacement, it may postpone the leave. The Hospital will give the Employee as much notice as is reasonably possible. The Employee will have the option of remaining in the Plan and rearranging the leave at a mutually agreeable time or of withdrawing from the Plan and having the deferred salary, plus accrued interest, if any, paid out to the Employee within a reasonable period of time.
- (l) The Employee will be reinstated to their former position unless the position has been discontinued, in which case the Employee shall be given a comparable job.
- (m) Final approval for entry into the pre-paid leave program will be subject to the Employee entering into a formal agreement with the Hospital in order to authorize the Hospital to make the appropriate deductions from the Employee's pay. Such agreement will include:
 - (i) A statement that the Employee is entering the pre-paid leave program in accordance with this Article of the Collective Agreement.
 - (ii) The period of salary deferral and the period for which the leave is requested.
 - (iii) The manner in which the deferred salary is to be held.

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

12.10 – MEDICAL CARE AND EMERGENCY LEAVE

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

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

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

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

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

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

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

12.11 – COMPASSIONATE CARE LEAVE

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

ARTICLE 13 – SICK LEAVE, INJURY AND DISABILITY

13.01 – HOODIP

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

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

The Hospital will pay 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.

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

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

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

13.02 – INJURY PAY

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

13.03 – PAYMENT PENDING DETERMINATION OF WSIB CLAIMS (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 14 – HOURS OF WORK

14.01 – DAILY & WEEKLY HOURS OF WORK

Normal Daily Hours

The normal daily hours of work shall be seven and one half (7.5) consecutive hours per day (excluding unpaid meal periods).

Regular Work Week

The standard paid work week is thirty seven and one half (37.5) hours per week averaged over a two (2)-week pay period.

Weekends are defined as commencing Friday at 2300 hours and ending Sunday at 2300 hours.

14.02(A) – REST PERIODS

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

14.02(B) – REST PERIODS (PT)

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

14.03 – ADDITIONAL REST PERIODS

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

14.04 – EXTENDED TOURS

Extended tour provisions may be negotiated by the parties.

14.05 – JOB SHARING

(a) Job sharing is defined as two (2) permanent Employees sharing one (1) full-time position. All job sharing arrangements shall be subject to the approval of the Hospital and the agreement of the Union.

(b) Before any job sharing arrangement is approved, the Hospital and the Union must determine

locally:

- (i) The resulting vacancy or vacancies to be posted in accordance with Article 9.05; and
- (ii) The terms and conditions governing the introduction and discontinuance of such job sharing arrangements.
- (iii) The Employees involved in a job sharing arrangement will be classified as regular part-time and will be covered by the provisions of this Agreement applicable to part-time Employees, except that any full-time Employee who enters a job sharing arrangement may continue participation in the group health and welfare benefit programs set out in Article 18.01 provided the Employee pays the full amount of the monthly premiums during the job sharing period.

14.06 – SCHEDULING

1. Scheduling Full-time

All Employees shall be scheduled to have every other weekend off. Time worked by an Employee on such second weekend but not subsequent weekends shall be paid at the rate of time and one half (1 ½ times). This standard shall not apply where:

- (i) Such weekend work was performed by the Employee to satisfy specific days off requested by such Employee; or
- (ii) such Employee has requested weekend work, or was advised at the time of hire or when the job was posted that the regular schedule normally requires continuous weekend work; or
- (iii) such weekend is worked as a result of an exchange of shifts with another Employee.

2. Scheduling - Part-time

All Employees shall be scheduled to have every other weekend off, save and except where such Employees are by agreement, scheduled to work consecutive weekends.

Weekends are defined as commencing Friday at 2300 hours and including Saturday and ending Sunday at 2300 hours.

Time worked by an Employee on such second weekend, but not subsequent weekends shall be paid at the rate of time and one half (1 ½ times), this standard shall not apply where:

- (i) such weekend has been worked by the Employee to satisfy specific days off requested by such Employee; or
- (ii) such Employee has requested weekend work; or
- (iii) such weekend is worked as the result of the exchange of shifts with another Employee; or,
- (iv) such weekend is worked as a result of the application of the Christmas Day and New

Year's provisions.

3. Shift Exchange and Requested Leaves

- (a) Once the schedule is posted, shift exchanges between Employees within the same classification and work area may be allowed providing that such request is submitted to the Hospital for approval in advance of the exchange.
- (b) The Immediate Supervisor, or designate, will endeavour to reply to an Employee's request for a shift exchange within forty-eight hours (48) following receipt of such request.
- (c) Once the schedule is posted, requested leaves may be approved provided that the Employee's request has been made and received by the Hospital at least five (5) business (excluding weekends and statutory holidays) days in advance.
- (d) In the event of emergency leave requests, an Employee may be granted leave with less than twenty- four (24) hours' notice provided that a satisfactory reason to the Hospital has been provided.

DISTRIBUTION OF SHIFTS

When extra shifts or overtime work becomes available, the Hospital shall distribute the work according to the following protocol:

- 1) Part-time staff who have indicated their availability for the shift in question, shall be scheduled by seniority.
- 2) The first available shift will be provided to the most senior staff on the list, if that staff accepts the shift, the next available shift will be offered to the next most senior person on the seniority list as to ensure an equitable distribution of shifts.
- 3) Once all part-time staff have been offered the individual shift in question and have indicated they are not available, casual staff who have indicated their availability for the shift in question shall be scheduled by seniority.
- 4) Once all part-time and casual staff have been offered the individual shift in question and have indicated they are not available, any available overtime shall be offered to full-time staff first, then part-time and casual on an equitable and rotational basis by seniority within the bi-weekly pay period.

All extra shift or overtime work will be offered in full shifts in unless declined by staff or operational needs require less than a full shift, then may be offered as partial hours.

ARTICLE 15 – PREMIUM PAYMENT

15.01 – DEFINITION OF REGULAR STRAIGHT TIME RATE OF PAY

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

15.02 – DEFINITION OF OVERTIME

Overtime is defined as authorized work performed in excess of seven and one half (7-1/2) hours per day or in excess of seventy-five (75) hours per two-week pay period. Overtime shall be paid for at the rate of time and one half (1-1/2) of the Employee's regular straight time hourly rate.

15.03 – OVERTIME PREMIUM AND NO PYRAMIDING

The overtime rate shall be time and one-half (1-1/2) the Employee's straight-time hourly rate.

Where an Employee is required to work additional overtime contiguous to an overtime shift within a twenty-four (24) hour period, the Employee will be compensated at the rate of double time (2 times) their straight time hourly rate for all additional contiguous overtime hours worked.

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

15.04 – TIME OFF IN LIEU OF OVERTIME

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

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

15.05 – REPORTING PAY

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

15.06 – CALL-BACK

Effective date of ratification, where Employees are called back to work after having completed a regular shift, and prior to the commencement of their next regular shift, they shall receive a minimum of four (4) hours of work or four (4) hours pay at the rate of time and double time (2 times) their regular hourly earnings. Call back shall be divided in accordance with Article L8 – Scheduling.

15.07 – STANDBY

Standby pay shall, however, cease where an Employee is called into work under Article 15.06 above and works during the period of 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 the Appendix of Local Provisions, the Employee shall receive standby pay in the amount of four dollars ninety cents (\$4.90) per hour.

15.08 – TEMPORARY TRANSFER

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

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

15.09 – SHIFT AND WEEKEND PREMIUM

Employees shall be paid an shift premium of two dollars and twenty-six cents (\$2.26) per hour for all hours worked where the majority of their scheduled hours fall between 1500 and 2300 hours.

Effective May 18th, 2024, Employees shall be paid an evening shift premium of two dollars and twenty-six cents (\$2.26) per hour for all hours worked where the majority of their scheduled hours fall between 1500 and 2300 hours. Employees shall be paid a night shift premium of two dollars and ninety-eight cents (\$2.98) per hour for all hours worked where the majority of their scheduled hours fall between 2300 and 0700 hours.

Three dollars and fourteen cents (\$3.14) per hour will be paid as weekend premium for all hours worked between 2400 hours Friday and 2400 hours Sunday, or such other 48-hour period as may be agreed upon by the local parties.

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

ARTICLE 16 – HOLIDAYS

16.01 – NUMBER OF HOLIDAYS

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

There shall be eleven (11) holidays.

All full-time-Employees shall receive the following designated holidays with pay:

New Year's Day
Family Day
Good Friday
Easter Monday
Canada Day
Victoria Day

Civic Holiday
Labour Day
Thanksgiving Day
Christmas Day
Boxing Day

In addition, each full-time-Employee shall receive one (1) float holiday per calendar year, to be taken at a time mutually convenient to the Hospital and the Employee.

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.

16.02 – DEFINITION OF HOLIDAY PAY AND QUALIFIERS

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.

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.

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

In order to qualify for holiday pay for any holiday, or to qualify for a lieu day an Employee must complete their scheduled shift on each of the working days immediately prior to and following the holiday except where absence on one or both of the said qualifying days is due to a satisfactory reason.

An Employee who was scheduled to work on a holiday, 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.

16.03(A) – REGULAR FULL-TIME EMPLOYEE - 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 this agreement the Employee shall be paid at the rate of time and one-half (1-1/2) their regular straight time hourly rate of pay for all hours worked on such holiday subject to Article 16.04. In addition, if the Employee qualifies in accordance with Article 16.02 above the Employee will receive a lieu day off with pay in the amount of the Employee's regular straight time hourly rate of pay times the Employee's normal daily hours of work.

16.03(B) – REGULAR PART-TIME EMPLOYEE - PAYMENT FOR WORKING ON A HOLIDAY

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

The holidays listed for the purposes of Article 16.03(b) shall be the same holidays as are listed in

the full-time Local Provisions Appendix.

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

16.04 – PAYMENT FOR WORKING OVERTIME ON A HOLIDAY

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

ARTICLE 17 – VACATIONS

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

The vacation year is defined as April 1 to March 31 in accordance with the organization’s fiscal year. Vacation earned as of March 31 in the vacation year must be used by March 31 of the next vacation year. Employees are eligible to take vacation as they earn it.

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:
	3	3
3	12	4
12	20	5
20	28	6
28		7

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

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

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.

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:

0	5,850	6%
5,850	20,700	8%
20,700	34,500	10%
34,500	48,300	12%
48,300		14%

Progression on Vacation Schedule (Part-Time)

Part-time Employees, including casual Employees, shall accumulate service for the purpose of progression on the vacation scale, on the basis of one (1) year for each one thousand seven hundred twenty five (1725) hours worked.

17.02 – WORK DURING VACATION

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

17.03 – ILLNESS DURING VACATION

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

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

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

17.04 – BEREAVEMENT DURING VACATION

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

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

ARTICLE 18 – HEALTH & WELFARE

18.01 – INSURED BENEFITS

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

The 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 Central under the Semi-Private Plan in effect as of January 12, 2022 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 Extended Health Care Benefits Plan in effect as of January 12, 2022 (as amended below) or comparable coverage with another carrier providing for (\$22.50) (single) and (\$35.00) (family) deductible, providing the balance of monthly premiums is paid by the Employee through payroll deductions.

Effective date of ratification, 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 fifty dollars (\$450) for each service. Massage is subject to Reasonable and Customary Limitations. 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).

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, a health care spending account for full-time active employment of \$100 annually.

- c) Effective date of ratification, The Hospital also agrees to contribute seventy five percent (75%) of the billed premiums towards coverage of complete and partial dentures, repairs and relines in at 50/50 co- insurance to fifteen hundred dollars (\$1,500.00) annual maximum implants, crowns, bridgework, and repairs to same in effect as of at 50/50 co-insurance to two thousand dollars (\$2,000.00) annual maximum and orthodontic coverage at \$2000.00 maximum lifetime providing the balance of the monthly premiums are paid by the Employee through payroll deduction.

Dental recall, including preventative services, every nine (9) months. The dental plan fee schedule for services for the dental plan benefits provided above shall be based on the current ODI a fee schedule as it may be updated from time to time.

- d) 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.
- (e) A copy of all current master policies of the benefits referred to in this Article shall be provided to the Union.

18.02 – CHANGE OF CARRIER

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

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

18.03 – PENSION

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

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

18.04 – BENEFITS FOR PART-TIME EMPLOYEES

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

A part-time Employee shall receive in lieu of all fringe benefits (being those benefits to an Employee, paid in whole or part by the Hospital, as part of direct compensation or otherwise, including holiday pay, save and except salary, vacation pay, standby pay, call back pay, reporting pay, responsibility allowance, jury and witness duty, bereavement pay, and maternity supplemental unemployment benefits) an amount equal to 13% of his/her-regular straight time hourly rate for all straight time hours paid.

Effective February 23rd, 2022, the percentage in lieu of fringe benefits for part-time Employees is increased to 14.0%

18.05 – UNION EDUCATION

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

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

ARTICLE 19 – HEALTH & SAFETY

19.01 – PROTECTIVE FOOTWEAR

The Hospital will provide one hundred twenty dollars (\$120) per calendar year to each full-time

and each regular part-time Employee who is required by the Hospital to wear safety footwear during the course of their duties.

19.02 - 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 Employer to wear or use any protective clothing, equipment or device shall be instructed and trained in its care, use and limitations before wearing or using it for the first time and at regular intervals thereafter and the worker shall participate in such instruction and training. Personal protective equipment that is to be provided, worn or used shall, be properly used and maintained, be a proper fit, be inspected for damage or deterioration and be stored in a convenient, clean and sanitary location when not in use. [*O. Reg. 67/93 – Health Care*].
- e) The Hospital agrees to cooperate in providing necessary information and management support to enable the Joint Health and Safety Committee to fulfil its functions. In addition, the Hospital will provide the Committee with access to the Hospital's pandemic plan and related risk assessment, all accident reports, health and safety records, notifications of exposure to an infectious or contagious disease, and any other pertinent information in its possession.

The Hospital will also provide the Committee with reports on fit testing compliance annually and personal protective equipment inventory on a quarterly basis. The Committee shall respect the confidentiality of the information.
- f) Pregnant Employees may request to be temporarily transferred from their current duties if, in the professional opinion of the Employee's physician a risk to the pregnancy and/or unborn child is identified. If a temporary transfer is not feasible, the Employee will be granted an unpaid leave of absence before the commencement of the pregnancy leave.
- g) Within a reasonable time frame following the declaration of an epidemic or a pandemic by public health officials, the Hospital 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 13 (or in the case of part-time employees, percentage in lieu).

Employees who are absent from work due to a communicable disease and who are required to quarantine or isolate due to:

- (i) the Hospital's policy, and/or
- ii) operation of law and/or
- (iii) direction of public health officials, shall be entitled to salary continuation and seniority accumulation for the duration of the quarantine.

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

19.03 – VIOLENCE

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

“Workplace violence” means,

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

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

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

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

- (i) Electronic and visual flagging;
- (ii) Properly trained security who can de-escalate, immobilize and detain / restrain;
- (iii) Appropriate personal alarms;

- (iv) Organizational wide risk assessments assessing environment, risk from patient population, acuity, communication, and work flow and individual client assessments; and
- (v) Training in de-escalation, “break-free” and safe immobilization / detainment / restraint.

19.04 – INFLUENZA VACCINATION

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

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

ARTICLE 20 – COMPENSATION

20.01A – 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 her/his position, the Hospital may, subject to its operational requirements, establish a special classification and salary in an endeavour to provide the Employee with an opportunity of continued employment. This provision shall not be construed as a guarantee that such special classification(s) will be made available or continued.

20.01(B) JOB DESCRIPTIONS

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

20.02 ASSIGNMENT OF DUTIES FROM ANOTHER CLASSIFICATION

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

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

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

20.03 – PROMOTION TO A HIGHER CLASSIFICATION

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

20.04 WAGES AND CLASSIFICATION PREMIUMS

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

20.05 – PROGRESSION ON THE WAGE GRID

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

Effective March 19, 2019, 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 March 19, 2019 will be credited with the service they held for the purpose of progression on the wage grid under the Agreement expiring September 28, 1985 and will thereafter accumulate service in accordance with this Article.

ARTICLE 21 – FISCAL ADVISORY COMMITTEE

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

- (a) The Union's representative(s) will be included in the consultation and planning process from the early phases of the budget planning process, through representation on the Fiscal Advisory Committee or equivalent committee to its final stages of completion, to assist the Hospital in minimizing layoffs or job loss, and in developing labour adjustment strategies where necessary, and in otherwise minimizing adverse effects on CUPE-represented Employees through program or service restructuring.
- (b) Where the Hospital experiences unforeseen circumstances such that will necessitate changes to its budgetary plans which have been approved by the Ministry of Health, or the Local Health Integration Network, the Hospital agrees that revisions to the budget will be carried out in consultation with the Union.

- (c) In furtherance of the foregoing, and, where possible, in advance of any scheduled FAC or equivalent committee meeting, the Hospital agrees to provide to the Union in a timely way any financial and staffing information pertinent to its budget, or to any other re-structuring plan that would affect the Union's members.
- (d) It is understood that Employee time spent at FAC or equivalent committee meetings with the 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 22 – DURATION

22.01 – TERM

This agreement shall be binding and continue in effect and shall continue from year to year unless either party gives written notice to the other party of its desire to bargain for amendments within ninety (90) days prior to the termination date of March 18, 2026. Upon receipt of such notice by one party or the other, both parties will meet thereafter for the purpose of bargaining.

Dated at _____, Ontario, this _____ day of _____ 2025.

FOR THE HOSPITAL

FOR THE UNION

Mandy Madill

Vincent Roberts

Vincent Roberts (2025-11-18 12:19:24 EST)

Mandy Madill

Vincent Roberts

Shannon Reid

Sharon Obembe

Sharon Obembe (2025-11-18 12:21:13 EST)

Shannon Reid

Sharon Obembe

Sidra Mahood

Sidra Mahood

SCHEDULE A – WAGE GRID

Behavioural Support Worker

Year	March 19, 2024	March 19, 2025
	3.0%	3.0%
Start	\$29.78	\$30.67
1 Year	\$31.34	\$32.28
2 Year	\$32.99	\$33.98
3 Year	\$35.05	\$36.10
4 Year	\$37.11	\$38.22
5 Year	\$39.18	\$40.36
6 Year	\$41.23	\$42.47

Behavioural Therapist

	March 19, 2024	March 19, 2025
	3.0%	3.0%
Start	\$37.73	\$39.89
1 Year	\$40.77	\$41.99
2 Year	\$42.91	\$44.20
3 Year	\$44.96	\$46.31
4 Year	\$47.21	\$48.62
5 Year	\$49.57	\$51.05
6 Year	\$51.93	\$53.49

Effective March 19th, 2024: 3.0% General Wage Increase

Effective March 19th, 2025: 3.0% General Wage Increase

LETTER OF UNDERSTANDING

RE: PART TIME BENEFITS

The one (1) current part time Employee Dan Marchesan of the Acquired Brain Injury Behaviour Service will continue to have access to benefits to which they are currently receiving.

Dated at _____, Ontario, this _____ day of _____ 2025.

FOR THE HOSPITAL



Mandy Madill



Shannon Reid



Sidra Mahood

FOR THE UNION



Vincent Roberts (2025-11-18 12:19:24 EST)

Vincent Roberts



Sharon Obembe (2025-11-18 12:21:13 EST)

Sharon Obembe

LETTER OF UNDERSTANDING

RE: T2200

Upon request, the Hospital shall provide each qualified Behaviour Therapist with a completed T2200 Declaration of Conditions of Employment Form.

Where a request is made the document shall be provided within ten (10) business days.

Dated at _____, Ontario, this _____ day of _____ 2025.

FOR THE HOSPITAL

Mandy Madill

Mandy Madill

Shannon Reid

Shannon Reid

Sidra Mahood

Sidra Mahood

FOR THE UNION

Vincent Roberts

Vincent Roberts (2025-11-18 12:19:24 EST)

Vincent Roberts

Sharon Obembe

Sharon Obembe (2025-11-18 12:21:13 EST)

Sharon Obembe

LETTER OF UNDERSTANDING

RE: Commitment to Equity Diversity and Inclusivity

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

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


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

To support this commitment, where a committee or other hospital forum does not already exist, the local parties will endeavour in the first year of the collective agreement to establish a committee or other hospital forum. The local parties will coordinate to integrate at least one (1) representative, and one (1) alternate, selected or appointed by the 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 _____ 2025.

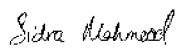
FOR THE HOSPITAL



Mandy Madill




Shannon Reid



Sidra Mahood

FOR THE UNION



Vincent Roberts (2025-11-18 12:19:24 EST)

Vincent Roberts



Sharon Obembe (2025-11-18 12:21:13 EST)

Sharon Obembe

ARTICLE L1 – RECOGNITION

L1.01 The Board certifies Canadian Union of Public Employees as the bargaining agent for the following bargaining unit; all Employees employed by the Hospital as behavioural support workers and behaviour therapists in the acquired brain injury behavioural services department, in the City of Toronto, save and except the Neuro Behavioural Clinical Manager and the Clinical Service Manager, persons above the rank of the Neuro Behavioural Clinical Manager and the Clinical Service Manager

ARTICLE L2 – UNION DUES AND DEDUCTIONS

L2.01 The amount of dues shall be authorized by the union in accordance with the provisions of its By-Laws and constitution and the secretary-treasurer of the union shall notify the hospitals of any changes therein and such notification shall be the hospital's conclusive authority to make the deductions specified.

L2.02 The Union shall indemnify and hold the Hospital harmless with respect to all claims and demands made against the Hospital by any Employee arising out of the deduction from the pay of any such Employee and the remittance to the Union by the Hospital of Union dues or assessments under this Article.

L2.03 All Employees will be subject to compulsory deduction of the monetary equivalent of regular monthly Union dues as a condition of continued employment. Dues shall be deducted from the first pay of the Employee and in each pay period thereafter and forwarded to the CUPE bank account no later than fourteen (14) days from the date of deduction as required under 5.02 of the Central Agreement, National Secretary-Treasurer of the Union, and to the Treasurer of the Local by deposit. The National secretary of the union will also receive a copy of the deductions, and a total of all regular wages paid to bargaining unit employees of overtime and fringe benefits.

L2.04 When remitting union dues to the union, the hospital will, if the ability arises through the hospital payment system provide the following information: name, classification, amount union dues, and the total number of hours worked by each employee within that dues periods.

L2.06 The hospital shall, on an annual basis, provide an updated mailing list of current bargaining unit members as of April 1 of a given year which includes current addresses and phone numbers. Such mailing list shall be provided as in an electronic format.

ARTICLE L3 - MANAGEMENT RIGHTS

The Union recognizes that the management of the Hospital and the direction of the working forces are fixed exclusively in the Hospital and shall remain solely with the Hospital except as specifically limited by the provisions of this Agreement, and without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Hospital to:

- (a) Maintain order, discipline and efficiency;
- (b) Hire, assign, discharge, direct, promote, demote, classify, transfer, lay-off, recall and suspend or otherwise discipline nurses, with just cause provided that any such action contrary to the provisions of this Agreement may be subject to a grievance and dealt with as provided herein;
- (c) Determine in the interest of efficient operation and highest standard of service, job rating or classification, the hours of work, work assignments, methods of doing the work and the working establishment for the service;

- (d) Generally to manage the operation that the Hospital is engaged in and without restricting the generality of the foregoing, to determine the number of personnel required, the services to be performed, and the methods, procedure and equipment in connection therewith;
- (e) Make and enforce an altar from time to time reasonable rules and regulations to be observed by the members not inconsistent with the provisions of this Agreement;
- (f) Generally to operate the Hospital in a manner consistent with the obligations of the Hospital to the general public in the community served.
- (g) These rights shall not be exercised in a manner inconsistent with the provisions of this Agreement.

ARTICLE L4 – DISCIPLINE PROCESS

Employees shall be treated with dignity and respect at all stages of the discipline process. They shall be notified of their right to union representation in advance, where possible.

ARTICLE L5 – COMMUNICATION

L5.01 BULLETING BOARDS

The Hospital will provide electronic / bulletin board space in areas designated by the Hospital for the purpose of posting notices regarding meetings and other matters restricted to Union activity. The hospital shall designate at least two such areas, one of which shall be the staff room in the ABIBS inpatient unit.

L5.02 UNION MEETINGS

The Hospital shall allow bargaining unit representatives the ability to book suitable space to conduct union business. Such requests shall be subject to Hospital procedure for room bookings and availability. Union requests shall not be unreasonably denied.

L5.03 Collective Agreement

The parties will share equally the costs of printing in booklet form sufficient copies of this Collective Agreement. The Hospital shall make a searchable electronic copy of the Collective Agreement available to all members of the bargaining unit on the Hospital's internal Employee website (e.g. "the Hub" and/or its successors).

ARTICLE L6 – FACILITIES FOR MEALS

Accommodation shall be provided for Employees to have and store their meals. Such facilities shall be kept in a clean and tidy condition.

ARTICLE L7 – HOURS OF WORK

CANCELLATION OF SHIFTS

Where less than twenty-four (24) hours' notice is given to a part-time Employee that their scheduled shift is

cancelled, time and one-half (1 ½) of the Employee's regular straight time hourly rate will be paid for all hours worked on the Employee's next shift worked.

Any cancellation of part-time Employee's shift will be based on reverse order of seniority provided that those remaining are qualified to perform the work. Where a shift that attracts premium pay pursuant to this provision is otherwise a premium paid tour they will be paid two (2) times their straight time hourly rate for all hours worked on the Employee's next shift worked.

There shall be no scheduled split shifts.

ARTICLE L8 - DESIGNATED HOLIDAYS

L8.01 Where a holiday occurs during an Employee's vacation, the Employee's vacation shall be extended by one day.

L8.02

- (a) Where a holiday occurs on an Employee's regular day off, the Employee will be given another day off in lieu thereof, as mutually agreed.
- (b) Up to five (5) lieu days may be accumulated, which may be taken concurrently, at a mutually agreeable time. All lieu days accumulated in a calendar year must be taken by the end of that fiscal year. Any lieu days not taken by March 31st will be paid out. The Employees will be notified of such lieu days not taken and will be compensated at the regular rate of pay.

L8.03 Full time BSWs will receive at least five (5) consecutive days off at either Christmas or New Year's on a rotating basis. Days off will include December 24, 25, 26 at Christmas or December 31, January 1 at New Year's.

Requests for Christmas/new Year's season shall be submitted by October 1st and confirmed by November 15th. This provision shall not apply to any area where Employees normally work Monday to Friday and are not normally scheduled to work on paid holidays.

If the allocation of requests for time off does not allow the efficient operation of the Hospital, the Manager shall grant requests on an equitable basis.

Scheduling objectives may be waived between December 15 and January 15 to accommodate the above.

ARTICLE L9 - VACATION SCHEDULES

L9.01 The Vacation year is defined as January 1st to December 31st. Vacation earned as of December 31st in the vacation year, must be used by December 31st of the next vacation year.

L9.02 Vacations may be taken at any time during the vacation year in which they are earned (except during the Christmas and New Year period) subject to the approval of the Department Manager or their designate.

L9.03 All requests for the vacation year (January 1st to December 31st) must be made to the Employee's manager by November 1st of the preceding year. Vacation may be taken in full or divided into more

than two periods.

- (a) vacation shall be scheduled in accordance with seniority;
- (b) after January 1st of the preceding year, vacation shall be scheduled on a first come first serve basis;
- (c) vacation requests for the same time period will be granted to a reasonable number of Employees with due regard for the operations of the Hospital and the wishes of the Employees;
- (d) it is understood that vacation requests shall not be unreasonably denied.

L9.04 Approval of vacation requests will be communicated to Employees no later than November 30th. the Employee fails to submit their request prior to November 1st, the manager will meet with the Employee to schedule a vacation in accordance with the Hospital's policy.

L9.05 Once a vacation time is scheduled, it is expected that Employees take their vacation. In the event a request to reschedule vacation is made, it may be rescheduled within the vacation year relevant to department/service requirements. Requests for carryover of vacation will be placed in writing to the manager.

L9.06 Approval of vacation is at the manager's discretion based on operational needs. It is understood that vacation preferences will not be unreasonably denied and shall be allotted on a fair basis, by seniority.

L9.07 An Employee may be permitted to carry up to two (2) weeks of vacation to the next year providing all vacation approved for carryover is taken by April 1st of the next year unless the Employee is on an approved Leave of Absence.

ARTICLE L10 - WAGES AND OCCUPATIONAL CLASSIFICATION

The occupational classifications and wage rates set forth in Appendix "A" are agreed to by the Hospital and the Union. All Employees covered by this agreement shall participate in the Hospital's direct banking system as a condition of employment.

ARTICLE L11 - SICK LEAVE ADMINISTRATIVE PROVISIONS

An Employee will personally notify their department head or designate of illness at least two (2) hours in advance of starting their day shift to allow for the arrangement of necessary replacements. An Employee working the evening or night shift will provide four (4) hours' notice where it is reasonably possible to do so.

An Employee shall personally request sick leave from their department head or designate if they become ill during a shift.

An Employee, after four (4) consecutive days of absence due to illness, may be required to submit to Occupational Health and Safety Services a medical certificate signed by a duly qualified Medical Practitioner stating fully the reasons for the absence. Such medical certificate shall be presented to Occupational Health and Safety Services prior to a return to work.

The Hospital will pay the cost charged by the physician to complete the Hospital Health Care medical forms. It is the Employee's responsibility to obtain a receipt from the physician and present it to their Manager for reimbursement.

ARTICLE L12 - HEALTH AND SAFETY

L12.01 (a) Health & Safety

1. 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.
2. Recognizing its responsibilities under the applicable legislation, the Hospital agrees to accept one (1) representative selected or appointed by the Union from amongst bargaining unit Employees to the Joint Health and Safety Committee.
3. The Hospital accepts that one (1) CUPE member on the Joint Health and Safety Committee will be trained and will act as a certified worker under the Occupational Health and Safety Act. Any costs associated with the training of the one (1) CUPE certified worker will be paid for by the Hospital.
4. The Union agrees to endeavour to obtain the full cooperation of its membership in observation of all safety rules and practices.
5. An Employee who is required by the Hospital to wear or use any protective clothing, equipment or device, shall be instructed and trained in its care, use and limitations before wearing or using it for the first time and at regular intervals thereafter and the Employees shall participate in such instruction and training.

(b) Pregnant Employees

Pregnant Employees may request to be transferred from their current duties if, in the professional opinion of the Employee's physician, the pregnancy may be at risk. If such a transfer is not feasible, the pregnant Employee, if they so request, will be granted an unpaid leave of absence before commencement of the maternity leave referred to in Article 12.06.

(c) Modified Work

- i. The Hospital will notify the Union of the names of any Employees represented by the Union who are off work as a result of a work-related injury.
- ii. The Hospital agrees to provide the Employee with a copy of W.S.I.B. Form 7 at the same time it was sent to the W.S.I.B
- iii. When it is medically determined that an Employee is unable to return to the full duties of their position because of disability, the Hospital will meet with the CUPE National Representative and a representative of the Local Union to discuss the circumstances surrounding that Employee's return to suitable work.

ARTICLE L13 - TRANSPORTATION

At any time, an Employee is requested by the Hospital to leave the premises to perform the duties of his/her classification at another site

- (a) the Hospital will provide the method of transportation, or,
- (b) the Employee who uses their own vehicle will receive mileage between the sites from the Hospital at the per kilometer rate established by corporate policy.

ARTICLE L14 – DURATION

March 19, 2024 – March 18, 2026

ARTICLE L15 REST AND MEAL PERIOD ALLOWANCE

Employees required to work more than two (2) hours overtime on the same day they have worked a full tour shall, after the two (2) hours, receive a 1/2 hour paid meal period and shall be provided with a meal or ten dollars (\$10.00) if the Hospital is unable to provide the meal.

ARTICLE L16 – PAYROLL

Employees will be paid bi-weekly through EMPATH (or successor). When payroll is incorrect an off day deposit shall be made consistent with current Hospital policy.

APPENDIX A: NON-RPN WORKLOAD COMPLAINT FORM

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

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

SECTION 1: GENERAL INFORMATION

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

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

Date of Occurrence _____ Time of Occurrence: _____

Shift Length: 7.5 hr. 11.25 hr. Other _____

Name of Manager/Supervisor: _____ Time Notified: _____

Date Form Submitted to Employer: _____

SECTION 2: WORKING CONDITIONS

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

Type of Work Being Performed (please describe)

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

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

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:

