COMBINED FULL-TIME/PART-TIME

COLLECTIVE AGREEMENT

Between

WINGHAM DISTRICT HOSPITAL
(hereinafter called the "Hospital")

and

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4175

Expires: September 28, 2025

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ARTICLE 1 – PREAMBLE

1.01 - PREAMBLE

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

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

ARTICLE 2 – DEFINITIONS

2.01 – TEMPORARY EMPLOYEE

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

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

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

2.02 – PART-TIME COMMITMENT

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

2.03 - REGULAR PART-TIME EMPLOYEE

Part-Time employees will be regularly scheduled for not more than forty-five (45) hours per two (2) week pay period, except during the period of June to September where they may be scheduled up to seventy-five (75) hours per pay period.

A regular part-time employee's commitment to be available as required by the Hospital will include the following conditions:

- Available to work four (4) weekends in nine (9);

- Available to work all three (3) shifts (day's, evenings, nights);
- Available to work the equivalent of four (4) eight-hour shifts per pay period;

2.04 - CASUAL EMPLOYEE

Casual employees are employees who work on a call-in basis only.

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 practised by either of them or their representatives or members, because of an employee's membership or non-membership in a Union or because of their activity or lack of activity in the Union.

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

3.02 – ATTENDANCE MANAGEMENT

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

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

ARTICLE 4 – STRIKES & LOCKOUTS

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

ARTICLE 5 – UNION SECURITY

5.01 – T4 SLIPS

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

5.02 – NOTIFICATION TO UNION

(a) The Hospital will provide the union with a list, monthly, of all hirings, lay-offs, recalls, and positions which have been vacated within the bargaining unit where such information is available or becomes readily available through the Hospital's payroll system.

(b) The Hospital will provide the Union with the current mailing address, personal email address if available and phone number(s) it has on record of all members of the bargaining unit twice a year in electronic form.

5.03 – EMPLOYEE INTERVIEW

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

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

5.04 – NO OTHER AGREEMENTS

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

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

ARTICLE 6 – UNION REPRESENTATION AND COMMITTEES

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

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

6.02 – LABOUR-MANAGEMENT COMMITTEE

(a) Where the parties mutually agree that there are matters of mutual concern and interest that would be beneficial if discussed at a Labour Management Committee Meeting during the term of this Agreement, the following shall apply.

(b) An equal number of representatives of each party as mutually agreed shall meet at a

time and place mutually satisfactory. A request for a meeting hereunder will be made in writing at least seven (7) days prior to the date proposed and accompanied by an agenda of matters proposed to be discussed, which shall not include matters that are properly the subject of grievance or negotiations for the amendment or renewal of this agreement.

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

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

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

(d) It is understood that joint meetings with other Labour-Management Committees in the Hospital may be scheduled concerning issues of mutual interest if satisfactory to all concerned.

(e) Where two or more agreements exist between a Hospital and CUPE the Committee may be a joint one representing employees under both agreements, unless otherwise agreed.

6.03 – LOCAL BARGAINING COMMITTEE

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

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

6.04 – CENTRAL BARGAINING COMMITTEE

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

for two (2) days of preparation time for such central negotiating meetings with the Hospital's Central negotiating Committee. Upon reference to arbitration, the Negotiating Committee members shall receive unpaid time off for the purpose of attending arbitration hearings.

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

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

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

6.05 – UNION STEWARDS

(a) The Hospital agrees to recognize Union stewards to be elected or appointed from amongst employees in the bargaining unit who have completed their probationary period for the purpose of dealing with Union business as provided under this Collective Agreement.

(b) A Chief Steward or designate may, in the absence of any steward, assist in the presentation of any grievance, or with any steward function.

(c) The Union shall keep the Hospital notified in writing of the names of Union stewards appointed or selected under this Article as well as the effective date of their respective appointments.

(d) It is agreed that Union stewards have their regular duties and responsibilities to perform for the Hospital and shall not leave their regular duties without first obtaining permission from their immediate supervisor. If, in the performance of their duties, a Union steward is required to enter an area within the Hospital in which they are not originally employed, they shall report their presence to the supervisor in the area immediately upon entering it. Such permission shall not be unreasonably withheld. When resuming their regular duties and responsibilities, such steward shall again report to their immediate supervisor. A Union steward shall suffer no loss of earnings for time spent in performing the above duties during their regular scheduled working hours.

(e) Nothing in this Article shall preclude full-time stewards from representing part-time employees and vice-versa.

(f) The number of stewards and the areas which they represent, are to be determined locally.

6.06 – GRIEVANCE COMMITTEE

The Hospital will recognize a Grievance Committee composed of the Chief Steward and not more than (as set out in Local Provisions Appendix) employees selected by the Union who

have completed their probationary period. A general representative of the Union may be present at any meeting of the Committee. The purpose of the Committee is to deal with complaints or grievances as set out in this Collective Agreement.

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

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

ARTICLE 7 – GRIEVANCE AND ARBITRATION PROCEDURE

7.01 For purposes of this Agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of the Agreement including any question as to whether a matter is arbitrable.

7.02 At the time formal discipline is imposed or at any stage of the grievance procedure an employee shall have the right upon request to the presence of their steward. In the case of suspension or discharge the Hospital shall notify the employee of this right in advance.

7.03 It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible, and it is understood that an employee has no grievance until they have first given their immediate supervisor the opportunity of adjusting their complaint. The grievor may have the assistance of a union steward if they so desire. Such complaint shall be discussed with their immediate supervisor within nine (9) calendar days after the circumstances giving rise to it have occurred or ought reasonably to have come to the attention of the employee and failing settlement within nine (9) calendar days, it shall then be taken up as a grievance within nine (9) calendar days following advice of their immediate supervisor's decision in the following manner and sequence:

Step No. 1

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

Step No. 2

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

be present at the meeting. It is further understood that the (designate) may have such counsel and assistance as they may desire at such meeting. The decision of the Hospital shall be delivered in writing within nine (9) calendar days following the date of such meeting.

7.04 A complaint or grievance arising directly between the Hospital and the Union concerning the interpretation, application or alleged violation of the Agreement shall be originated at Step No. 2 within fourteen (14) calendar days following the circumstances giving rise to the complaint or grievance. It is expressly understood, however, that the provisions of this Article may not be used with respect to a grievance directly affecting an employee which such employee could themselves institute and the regular grievance procedure shall not be thereby bypassed.

7.05 Where a number of employees have identical grievances and each employee would be entitled to grieve separately they may present a group grievance in writing identifying each employee who is grieving to the Department Head or their designee within fourteen (14) calendar days after the circumstances giving rise to the grievance have occurred or ought reasonably to have come to the attention of the employee(s). The grievance shall then be treated as being initiated at Step No. 2 and the applicable provisions of this Article shall then apply with respect to the processing of such grievance.

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

(a) confirming the Hospital's action in dismissing the employee; or

(b) reinstating the employee with or without full compensation for the time lost; or

(c) by any other arrangement which may be deemed just and equitable.

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

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

(b) The parties agree that it is their intent to resolve grievances without recourse to arbitration, wherever possible. Therefore, notwithstanding (a) above, the parties may, upon mutual agreement, engage the services of a mediator in an effort to resolve the

grievance and may extend the time limits for the request for arbitration. The parties will share equally the fees and expenses, if any, of the mediator.

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

7.09 When either party requests that any matter be submitted to arbitration as provided in the foregoing Article, it shall make such request in writing addressed to the other party to this Agreement, and at the same time name a nominee. Within seven (7) calendar days thereafter the other party shall name a nominee, provided, however, that if such party fails to name a nominee as herein required, the Minister of Labour for the Province of Ontario shall have power to effect such appointment upon application thereto by the party invoking Arbitration Procedure. The two nominees shall attempt to select by agreement a chairperson of the Arbitration Board. If they are unable to agree upon such a chairperson within a period of fourteen (14) calendar days, they shall then request the Minister of Labour for the Province of Ontario to appoint a chairperson.

7.10 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.

7.11 No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the Grievance Procedure.

7.12 The Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to or amend any part of this Agreement.

7.13 The proceedings of the Arbitration Board will be expedited by the parties hereto and the decision of the majority and, where there is no majority the decision of the chairperson will be final and binding upon the parties hereto and the employee or employees concerned.

7.14 Each of the parties hereto will bear the expense of the nominee appointed by it and the parties will share equally the fees and expenses, if any, of the chairperson of the Arbitration Board.

7.15 The time limits set out in the Grievance and Arbitration Procedures herein are mandatory and failure to comply strictly with such time limits except by the written agreement of the parties, shall result in the grievance being deemed to have been abandoned subject only to the provisions of Section 48 (16) of The Labour Relations Act.

7.16 Wherever Arbitration Board is referred to in the Agreement, the parties may mutually agree in writing to substitute a single arbitrator for the Arbitration Board at the time of reference to arbitration and the other provisions referring to Arbitration Board shall appropriately apply.

ARTICLE 8 – ACCESS TO FILES

8.01 – ACCESS TO PERSONNEL FILE

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

8.02 – CLEARING OF RECORD

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

ARTICLE 9 – SENIORITY

9.01 – PROBATIONARY PERIOD

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

9.02 – DEFINITION OF SENIORITY

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

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

Seniority will operate on a bargaining unit wide basis.

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

9.03 – LOSS OF SENIORITY

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

(a) resign;

(b) are discharged and not reinstated through the grievance/arbitration procedure;

(c) have retired;

(d) are absent from scheduled work for a period of three (3) or more consecutive working days without notifying the Hospital of such absence and providing to the Hospital a satisfactory reason;

(e) have been laid off for forty-eight (48) months;

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

9.04 – EFFECT OF ABSENCE

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

Unless otherwise provided in the Collective Agreement:

(a) It is understood that during an approved unpaid absence not exceeding thirty (30) continuous days or any approved absence paid by the Hospital, both seniority and service will accrue.

(b) During an unpaid absence exceeding thirty (30) continuous calendar days, credit for service for purposes of salary increment, vacation, sick leave, or

any other benefits under any provisions of the Collective Agreement or elsewhere, shall be suspended for the period of the absence in excess of thirty (30) continuous calendar days, the benefits concerned appropriately reduced on a pro rata basis and the employee's anniversary date adjusted accordingly. In addition, the employee will become responsible for full payment of any subsidized employee benefits in which they are participating for the period of absence, except that the Hospital will continue to pay its share of the premiums up to thirty (30) months while an employee is in receipt of WSIB benefits*. 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. *

(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 while an employee is on paid or unpaid sick leave (including the Employment Insurance Period).

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

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

9.05 – JOB POSTING

(a) Where a permanent vacancy occurs in a classification within the bargaining unit or a

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

(b) The postings shall stipulate the qualifications, classifications, rate of pay, department and shift and a copy shall be provided to the Chief Steward.

(c) Vacancies created by the filling of an initial permanent vacancy will be posted for a period of three (3) consecutive calendar days, excluding Saturdays, Sundays and Holidays. Applications for such vacancies shall be made in writing within the three (3) day period referred to herein.

(d) In matters of promotion and staff transfer appointment shall be made of the senior applicant able to meet the normal requirements of the job. Successful employees need not be considered for other vacancies within a six (6) month period unless an opportunity arises which allows the employee to change their permanent status.

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

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

(g) Where there are no successful applicants from within this bargaining unit for vacant positions referred to in this Article, employees in other CUPE bargaining units at the Hospital will be selected in accordance with the criteria for selection above, prior to considering persons who are not members of CUPE bargaining units at the Hospital. The employees eligible for consideration shall be limited to those employees who have applied for the position in accordance with this Article, and selection shall be made in accordance with this Article.

(h) The successful applicant shall be allowed a trial period of up to thirty (30) days, during which the Hospital will determine if the employee can satisfactorily perform the job. Within this period the employee may voluntarily return, or be returned by the Hospital to the position formerly occupied, without loss of seniority. The vacancy resulting from the posting may be filled on a temporary basis until the trial period is completed.

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

9.06 – TRANSFER AND SENIORITY OUTSIDE THE BARGAINING UNIT

(a) It is understood that an employee shall not be transferred by the Hospital to a position outside the bargaining unit without their consent except in the case of temporary assignments not exceeding six (6) months. This period may be extended a further six (6) months upon the agreement of the employee and the Hospital. Such employees on temporary assignments shall remain members of the bargaining unit.

(b) An employee who is transferred to a position outside the bargaining unit shall not, subject to (c) below, accumulate seniority. In the event the employee is returned by the Hospital to a position in the bargaining unit within twenty-four (24) months of the

transfer they shall be credited with the seniority held at the time of transfer and resume accumulation from the date of their return to the bargaining unit. An employee not returned to the bargaining unit within 24 months shall forfeit bargaining unit seniority.

(c) In the event an employee transferred out of the bargaining unit under (a) or (b) above is returned to the bargaining unit within a period of nine (9) calendar months, they shall accumulate seniority during the period of time outside the bargaining unit.

9.07 (A) – TRANSFER OF SENIORITY AND SERVICE

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

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

(i) an employee whose status is changed from full-time to part-time shall receive full credit for their seniority and service;

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

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

9.07 (B) – PORTABILITY OF SERVICE

An employee hired by the Hospital with recent and related experience may claim consideration for such experience at the time of hiring on a form to be supplied by the Hospital. Any such claim shall be accompanied by verification of previous related experience. The Hospital shall then evaluate such experience during the probationary period following hiring. Where in the opinion of the Hospital such experience is determined to be relevant, the employee shall be slotted in that step of the wage progression consistent with one (1) year's service for 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 48-month period.

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

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

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

9.08 (A) – NOTICE AND REDEPLOYMENT COMMITTEE

(a) Notice

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

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

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

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

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

(I) reassignments will occur in reverse order of seniority;

(II) the reassignment of the employee is to an appropriate permanent position with the employer having regard to the employees skills, abilities, qualifications and training or training requirements;

(III) the reassignment of the employee does not result in a reduction of the employees wage rate or hours of work;

(IV) the job to which the employee is reassigned is located at the employee's original work site or at a nearby site in terms of relative accessibility for the employee;

(V) the job to which the employee is reassigned is on the same or substantially similar shift or shift rotation; and

(VI) where more than one employee is to be reassigned in accordance with this provision, the reassigned employees shall be entitled to select from the available appropriate vacancies to which they are being reassigned in order of seniority provided no such selection causes or would cause a layoff or bumping.

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

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

(d) Redeployment Committee

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

(i) Committee Mandate

The mandate of the Redeployment Committee is to:

(1) Identify and propose possible alternatives to the proposed layoff(s) or elimination of position(s), including, but not limited to, identifying work which would otherwise be bargaining unit work and is currently work contracted-out by the Hospital which could be performed by bargaining-unit employees who are or would otherwise be laid off;

(2) Identify vacant positions in the Hospital or positions which are currently filled but which will become vacant within a twelve (12) month period and which are either:

(a) within the bargaining unit; or

(b) within another CUPE bargaining unit; or

(c) not covered by a collective agreement.

(3) Identify the retraining needs of workers and facilitate such training for workers who are, or would otherwise be, laid off.

(4) Subject to Article 9.11, the Hospital will award vacant positions to employees who are, or would otherwise be laid off, in order of seniority if, with the benefit of up to six (6) months retraining, an employee has become able to meet the normal requirements of the job.

(5) Any dispute relating to the foregoing provisions may be filed as a grievance commencing at Step 2.

(ii) Committee Composition

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

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

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

(iii) Disclosure

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

(iv) Alternatives

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

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

9.08 (B) – RETIREMENT ALLOWANCE

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

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 1% of the laid off employee's straight time hourly wage rate.

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

(f) In addition, in combined full-time/part-time collective agreements, a full-time employee shall also be entitled to displace another full-time employee with lesser seniority in a higher-paying classification provided that they are able to meet the normal requirements of the job, with orientation but without additional training, when there are no other full-time employees in the same or a lower or similar-paying classification with lesser seniority, prior to being required to displace a part-time employee.

(g) An employee who is subject to layoff other than a layoff of a permanent or long-term nature including a full time employee whose hours of work are, subject to Article 14.01, reduced, shall have the right to accept the layoff or displace another employee in accordance with (a) and (d) above.

(h) No full-time employee within the bargaining unit shall be laid off by reason of their duties being assigned to one or more part-time employees.

(i) In the event of a layoff of an employee, the Hospital shall pay its share of insured benefits premiums for the duration of the five-month notice period provided for in Article 9.08(A)(a).

(j) The Hospital agrees to post vacancies during the recall period, as per the job posting procedure, allowing employees on recall to participate in the posting procedure. Should the position not be filled via the job posting procedure, an employee shall have opportunity of recall from a layoff to an available opening, in order of seniority, provided they have the ability to perform the work.

(k) In determining the ability of an employee to perform the work for the purposes of the paragraphs above, the Hospital shall not act in an arbitrary or unfair manner.

(l) An employee recalled to work in a different classification from which they were laid off shall have the privilege of returning to the position held prior to the layoff should it become vacant within six (6) months of being recalled.

(m) No new employees shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so, in accordance with the loss of seniority provision, or have been found unable to perform the work available.

(n) The Hospital shall notify the employee of recall opportunity by registered mail, addressed to the last address on record with the Hospital (which notification shall be deemed to be received on the second day following the date of mailing). The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work. The employee is solely responsible for their proper address being on record with the Hospital.

9.10 – BENEFITS ON LAYOFF

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

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

9.11 – RETRAINING

(a) Retraining for Positions within the Hospital

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

(i) Opportunities to fill vacant positions identified by the Hospital Redeployment Committee through retraining shall be offered to employees who apply and would qualify for the position with the available retraining in order of their seniority until the list of any such opportunities is exhausted. Opportunities to fill vacancies outside of CUPE bargaining units may be offered by the Hospital in its discretion.

(ii) The Hospital and the Union will cooperate so that employees who have received notice of permanent layoff and been approved for retraining in order to prevent a layoff will have their work schedules adjusted in order to enable them to participate in the retraining, and scheduling and seniority requirements may by mutual agreement be waived. The Redeployment Committee will seek the availability of any federal or provincial retraining program funds to cover the cost of tuition, books and travel, as well as any wages eligible under the terms of such program.

(iii) Apart from any on-the-job training offered by the Hospital, any employee subject to layoff who may require a leave of absence to undertake retraining in accordance with the foregoing shall be granted an unpaid leave of absence which shall not exceed six (6) months.

(iv) Laid-off employees who are approved for retraining in order to qualify for a vacant position within the Hospital will continue to receive insured benefits.

(b) Placement

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

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

9.12 – SEPARATION ALLOWANCES

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

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

9.13 – TECHNOLOGICAL CHANGE

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

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

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

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

9.14 – REGISTERED PRACTICAL NURSE PROFESSIONAL DEVELOPMENT/SCOPE OF PRACTICE

Continuous professional development is a hallmark of professional nursing practice. As a self-regulating profession, nursing recognizes the importance of maintaining a dynamic practice

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

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

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

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

9.15 – PROFESSIONAL RESPONSIBILITY, PATIENT CARE, WORKLOADS & STAFFING

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

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

(i) professional;

(ii) courteous;

(iii) collegial;

(iv) respectful; and

(v) focused on resolving the issue, not on the individuals.

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

i. At the time the workload issue occurs, discuss the issue within the unit/program to develop strategies to meet patient care needs using current resources.

ii. If necessary, using established lines of communication as identified by the hospital, seek immediate assistance from an individual(s) (who could be within the bargaining unit) who has responsibility for timely resolution of workload issues.

iii. Failing resolution of the workload issue at the time of occurrence or if the issue is ongoing the RHP(s) will discuss the issue with their Manager or designate on the next day that the Manager (or designate) and the RHP are both working or within five (5) calendar days whichever is sooner.

(c) Upon receipt of a response from the supervisor within five (5) working days, if the employee or group of employees in (b) above are not satisfied, the employee or group of employees may, within forty-eight (48) hours, submit a workload complaint form (attached at appendix A) to the Chief Nursing Officer or equivalent in the case of other RHPs, with a copy to the Union. A meeting shall be held within thirty (30) days of a request from the employee or group of employees, who may be accompanied to this meeting by a Union representative. The Chief Nursing Officer or equivalent, will respond in writing to the employee, or group of employees, with a copy to the Union if applicable, within fifteen (15) days.

(d) Upon receipt of a written response from the Chief Nursing Officer or equivalent, if the employee or group of employees in (c) above are not satisfied, the employee or group of employees, who may be accompanied by their Union Representative, may, within forty-eight (48) hours, request a meeting with the Chief Executive Officer (or designate) and such meeting shall be held within thirty (30) days. The Chief Executive Officer (or designate) will respond in writing to the employee, or group of employees, within fifteen (15) days of the meeting, with a copy to the Union if applicable.

(e) It is agreed and understood that an employee or group of employees may in exceptional and urgent cases request an immediate meeting with the Chief Nursing Officer or equivalent who will make every reasonable effort to accommodate the request. The timelines provided for in (d) above will apply failing resolution at this meeting.

(f) Only the timelines set out above are subject to Article 7 – Grievance and Arbitration Process.

(g) The Hospital will provide access on the hospital intranet, whereby members will have the ability to access a digital version of the Workload Review Form.

9.16 – WORK-LOADS

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

(b) Employees are encouraged to raise their concerns with the immediate supervisor within forty-eight (48) hours. In the event that within ten (10) calendar days, the workload concern is not resolved to the employee's satisfaction, the employee, or group of employees, may, within forty-eight (48) hours, submit their concerns in writing (with a copy to their immediate supervisor) to either the Joint Health and Safety Committee (as constituted under the collective agreement's local appendix) or the Labour Management Committee (as constituted under Article 6.02) through their union representative using the template workload complaint form attached at appendix B. This form may be modified by the mutual agreement of the local parties.

ARTICLE 10 – CONTRACTING OUT

10.01 – CONTRACTING OUT

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

10.02 – CONTRACTING OUT

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

(1) to employ the employees thus displaced from the hospital; and

(2) in doing so to stand, with respect to that work, in the place of the hospital for the purposes of the hospital's collective agreement with the Union, and to execute into an agreement with the Union to that effect.

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

10.03 – CONTRACTING IN

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

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

ARTICLE 11 – WORK OF THE BARGAINING UNIT

11.01 – WORK OF THE BARGAINING UNIT

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

11.02 – VOLUNTEERS

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

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

ARTICLE 12 – LEAVES OF ABSENCE

12.01 – PERSONAL LEAVE

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

12.02 – UNION BUSINESS

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

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

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

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

Notwithstanding the above, time spent by the eight (8) Executive Board members and seven (7) Alternate Executive Board members of the Ontario Council of Hospital

Unions to fulfill the duties of the position shall be in addition to leave for Union Business under this clause.

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

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

12.03(A) - FULL-TIME POSITION(S) WITH THE UNION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12.04 – BEREAVEMENT LEAVE

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

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

An employee shall be granted one (1) day bereavement leave without loss of regular pay from regularly scheduled hours to attend the funeral of, or attend a memorial service (or equivalent

in order to accommodate religious and cultural diversity) for their aunt or uncle, niece or nephew.

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

12.05(A) – JURY & WITNESS DUTY

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

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

(a) notifies the Hospital immediately on the employee's notification that they will be required to attend at court;

(b) presents proof of service requiring the employee's attendance;

(c) deposits with the Hospital the full amount of compensation received excluding mileage, travelling and meal allowances and an official receipt thereof.

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

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

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

12.05(B) – JURY & WITNESS DUTY
(The following clause is applicable to part-time employees only)

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

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

(a) notifies the Hospital immediately on the employee's notification that they will be required to attend at court;

(b) presents proof of service requiring the employee's attendance;

(c) deposits with the Hospital the full amount of compensation received excluding mileage, travelling and meal allowances and an official receipt thereof.

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

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

12.06(A) – PREGNANCY LEAVE
(The following clause is applicable to full-time employees only)

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

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

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

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

insurance cheque stubs shall constitute proof that they are in receipt of Employment Insurance pregnancy benefits.

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

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

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

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

(f) The Hospital will continue to pay its share of the contributions of the subsidized employee benefits, including pension, in which the employee is participating for a period of up to seventeen (17) weeks while the employee is on pregnancy leave.

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

12.06(B) – PREGNANCY LEAVE

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

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

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

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

(d) Effective on confirmation by the Canada Employment Insurance Commission of the appropriateness of the Hospital's Supplementary Unemployment Benefit (SUB) Plan, an employee who is on pregnancy leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance pregnancy benefits pursuant to Section 23 of the *Employment Insurance Act*, shall be paid a supplemental unemployment benefit for a period not exceeding fifteen (15) weeks. The supplement

shall be equivalent to the difference between ninety-three percent (93%) of their normal weekly earnings and the sum of their weekly unemployment insurance benefits and any other earnings. Receipt by the Hospital of the employee's unemployment insurance cheque stubs shall constitute proof that they are in receipt of Employment Insurance pregnancy benefits.

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

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

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

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

(f) The Hospital will continue to pay the percentage in lieu of benefits and its share of pension contributions during the period of pregnancy leave. The Hospital will register those benefits as part of the Supplemental Unemployment Benefit Plan with the Canada Employment Insurance Commission.

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

12.07(A) – PARENTAL LEAVE

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

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

(b) An employee, who qualifies for parental leave, other than an adoptive parent, shall give written notification of at least two (2) weeks in advance of the date of the commencement of such leave and the expected date of return.

(c) For the purposes of this Article, parent shall be defined to include a person with whom a child is placed for adoption and a person who is in a relationship of some permanence with a parent of a child and who intends to treat the child as their own.

(d) An employee who is an adoptive parent shall advise the Hospital as far in advance as possible of having qualified to adopt a child, and shall request the leave of absence, in writing, upon receipt of confirmation of the pending adoption. If, because of late receipt of confirmation of the pending adoption, the employee finds it impossible to request the leave of absence in writing, the request may be made verbally and subsequently verified in writing.

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

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

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

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

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

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

(f) Credits for service and seniority shall accumulate for a period of up to sixty-one (61) weeks after the parental leave began, if the employee also took pregnancy leave, and sixty-three (63) weeks after the parental leave began otherwise, while the employee is on parental leave.

(g) The Hospital will continue to pay its share of the premiums of the subsidized employee benefits, including pension, in which the employee is participating for a period of up to sixty-one (61) weeks after the parental leave began, if the employee also took pregnancy leave, and sixty-three (63) weeks after the parental leave began otherwise, while the employee is on parental leave.

(h) Subject to any changes to the employee's status which would have occurred had they not been on parental leave, the employee shall be reinstated to their former duties, on the same shift in the same department, and at the same rate of pay.

12.07(B) – PARENTAL LEAVE

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

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

(b) An employee, who qualifies for parental leave, other than an adoptive parent, shall give written notification of at least two (2) weeks in advance of the date of the commencement of such leave and the expected date of return.

(c) For the purposes of this Article, parent shall be defined to include a person with whom a child is placed for adoption and a person who is in a relationship of some permanence with a parent of a child and who intends to treat the child as their own.

(d) An employee who is an adoptive parent shall advise the Hospital as far in advance as possible of having qualified to adopt a child, and shall request the leave of absence, in writing, upon receipt of confirmation of the pending adoption. If, because of late receipt of confirmation of the pending adoption, the employee finds it impossible to request the leave of absence in writing, the request may be made verbally and subsequently verified in writing. An employee shall reconfirm their intention to return to work on the date originally approved in subsection (b) above by written notification received by the Hospital at least two (2) weeks in advance thereof.

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

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

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

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

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

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

(f) Credits for service and seniority shall accumulate for a period of up to sixty-one (61) weeks after the parental leave began, if the employee also took pregnancy leave, and sixty-three (63) weeks after the parental leave began otherwise, while the employee is on parental leave on the basis of what the employee's normal regular hours of work would have been.

(g) The Hospital will continue to pay the percentage in lieu of benefits and its share of the pension contribution for a period of up to eleven (11) weeks while the employee is on parental leave. The Hospital will register these benefits with the Unemployment Benefit Plan.

(h) Subject to any changes to the employee's status which would have occurred had they not been on parental leave, the employee shall be reinstated to their former duties, on the same shift in the same department, and at the same rate of pay.

12.08 – EDUCATION LEAVE

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

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

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

The Hospital will endeavour to schedule mandatory in-service programs during an employee's regular working hours. When an employee is on duty and authorized to attend any in-service program within the Hospital and during their regularly scheduled working hours the employee

shall suffer no loss of regular pay. When an employee is required by the Hospital to engage in any learning opportunities outside of their regularly scheduled working hours, the employee shall be paid for all time spent on such learning opportunities at their regular straight time hourly rate of pay.

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

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

12.09 – PRE-PAID LEAVE PLAN

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

(a) The plan is available to employees wishing to spread four (4) years' salary over a five (5) year period, in accordance with Part LXVIII of the Income Tax Regulations, Section 6801, to enable them to take a one (1) year leave of absence following the four (4) years of salary deferral.

(b) The employee must make written application to the Hospital at least six (6) months prior to the intended commencement date of the program (i.e. the salary deferral portion), stating the intended purpose of the leave.

(c) The number of employees that may be absent at any one time shall be determined between the local parties. The year for purposes of the program shall be September 1 of one year to August 31 the following year or such other twelve (12) month period as may be agreed upon by the employee, the local Union and the Hospital.

(d) Where there are more applications than spaces allotted, seniority shall govern.

(e) During the four (4) years of salary deferral, 20% of the employee's gross annual earnings will be deducted and held for the employee and will not be accessible to the employee until the year of the leave or upon withdrawal from the plan.

(f) The manner in which the deferred salary is held shall be at the discretion of the Hospital.

(g) All deferred salary, plus accrued interest, if any, shall be paid to the employee at the commencement of the leave or in accordance with such other payment schedule as may be agreed upon between the Hospital and the employee.

(h) All benefits shall be kept whole during the four (4) years of salary deferral. During the year of the leave, seniority will accumulate. Service for the purpose of vacation and salary progression and other benefits will be retained but will not accumulate during the period of leave. The employee shall become responsible for the full payment of premiums for any health and welfare benefits in which the employee is participating. Contributions to the Hospitals of Ontario Pension Plan will be in accordance with the

Plan. The employee will not be eligible to participate in the disability income plan during the year of the leave.

(i) An employee may withdraw from the plan at any time during the deferral portion provided three (3) months notice is given to the Hospital. Deferred salary, plus accrued interest, if any, will be returned to the employee within a reasonable period of time.

(j) If the employee terminates employment, the deferred salary held by the Hospital plus accrued interest, if any, will be returned to the employee within a reasonable period of time. In case of the employee's death, the funds will be paid to the employee's estate.

(k) The Hospital will endeavour to find a temporary replacement for the employee as far in advance as practicable. If the Hospital is unable to find a suitable replacement, it may postpone the leave. The Hospital will give the employee as much notice as is reasonably possible. The employee will have the option of remaining in the Plan and rearranging the leave at a mutually agreeable time or of withdrawing from the Plan and having the deferred salary, plus accrued interest, if any, paid out to the employee within a reasonable period of time.

(l) The employee will be reinstated to 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 90% (superior language as outlined in Local issues Article 19.01) of the billed premium towards coverage of eligible employees under the long-term disability portion of the Plan (HOODIP or an equivalent plan as described in the August

1992 booklet (Part B)), the employee paying the balance of the billed premium through payroll deduction. For the purpose of transfer to the short- term portion of the disability program, employees on the payroll as of the effective date of the transfer with three (3) months or more of service shall be deemed to have three (3) months of service. For the purpose of transfer to the long-term portion of the disability program, employees on the active payroll as of the effective date of the transfer with one (1) year or more of service shall be deemed to have one (1) year of service.

(b) Effective the first of the month following the transfer all existing sick leave plans in the affected Hospitals shall be terminated and any provisions relating to such plans shall be null and void under the respective Collective Agreements except as to those provisions relating to pay-out of unused sick leave benefits which are specifically dealt with hereinafter.

(c) Existing sick leave credits for each employee shall be converted to a sick leave bank to the credit of the employee. The "sick leave bank" shall be utilized to:

(1) supplement payment for lost straight time wages on sick leave days under the new program which would otherwise be at less than full wages or no wages and,

(2) where a pay-out provision existed under the former sick leave plan in the Collective Agreement, pay-out on termination of employment shall be that portion of any unused sick leave days under the former conditions relating to pay-out,

(3) where, as of the effective date of transfer, an employee does not have the required service to qualify for pay-out on termination, their existing sick leave credits as of that date shall nevertheless be converted to a sick leave bank in accordance with the foregoing and they shall be entitled, on termination, to that portion of any unused sick leave days providing they subsequently achieve the necessary service to qualify them for pay-out under the conditions relating to such pay-out.

(4) an employee who, as of the effective date of transfer, has accumulated sick leave credits and is prevented from working for the Hospital on account of an occupational illness or accident that is recognized by the Workplace Safety & Insurance Board as compensable within the meaning of the *Workplace Safety & Insurance Act*, the Hospital, on application from the employee will supplement the award made by the Workplace Safety & Insurance Board for loss of wages to the employee by such amount that the award of the Workplace Safety & Insurance Board for loss of wages, together with the supplementation of the Hospital, will equal 100% of the employee's net earnings, to the limit of the employee's accumulated sick leave credits.

(d) There shall be no pay deduction from an employee's regular scheduled shift when an employee has completed any portion of the shift prior to going on sick leave benefits or WSIB benefits.

(e) The Hospital further agrees to pay employees an amount equal to any loss of benefits under HOODIP for the first two (2) days of the fourth and subsequent period of absence in any calendar year.

(f) Any dispute which may arise concerning an employee's entitlement to any benefits referred to in Article 13.01, including HOODIP and equivalents, may be subject to the grievance and arbitration under the provisions of this collective agreement.

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

(g) A copy of the current HOODIP plan text or, where applicable, the master policy of the current HOODIP equivalent, shall be provided to the Union.

(h) The Hospital shall pay the full cost of any medical certificate required of an employee.

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

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

13.02 – INJURY PAY

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

13.03 – PAYMENT PENDING DETERMINATION OF WSIB CLAIMS (FT)

An employee who is absent from work as a result of an illness or injury sustained at work and who has been awaiting approval of claim for WSIB benefits for a period longer than one complete shift may apply to the 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

Part-time employees will be regularly scheduled for not more than forty-five (45) hours per two weeks period, except during the period of June to September where they may be scheduled up to seventy-five hours per pay period.

Casual employees are employees who work on a call-in basis only.

14.02(A) – REST PERIODS

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

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

14.02(B) – REST PERIODS(PT)

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

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

14.03 – ADDITIONAL REST PERIODS

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

14.04 – EXTENDED TOURS

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

14.05 – JOB SHARING

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

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

(i) The resulting vacancy or vacancies to be posted in accordance with Article 9.05; and

(ii) The terms and conditions governing the introduction and discontinuance of such job sharing arrangements.

(c) The employees involved in a job sharing arrangement will be classified as regular part-time and will be covered by the provisions of this agreement applicable to part-time employees, except that any full-time employee who enters a job sharing arrangement may continue participation in the group health and welfare benefit programs set out in Article 18.01 provided the employee pays the full amount of the monthly premiums during the job sharing period.

14.06 - WEEKEND WORKER

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

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

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

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

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

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

(a) Weekend premiums shall not be paid.

(b) Vacation Bank

Vacation entitlement is determined by Article 17.01(A).

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

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

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

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

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

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

(c) Paid Holiday Bank

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

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

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

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

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

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

(d) Sick Leave

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

The employee may utilize their accrued vacation bank, the overtime bank, the paid holiday bank, and the paid sick leave bank (where applicable) as income replacement for absences due to illness or injury, as described in (b), (c) and (g). For those hospitals that have an accumulating sick leave plan an employee's sick leave bank is frozen when they transfer to a weekend worker schedule. The employee may utilize their sick leave bank available under Article 13.01(c) for unpaid absences due to illness and Employment Insurance top-up in accordance with the formula for converting hours as described in Article 9.07(A).

The employee is eligible for long-term disability benefits as described in Article 13.01, only in agreements providing LTD benefits.

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

(e) Leaves of Absence

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

(f) Tour Exchange

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

(g) Overtime

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

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

(h) Scheduling Provisions

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

ARTICLE 15 – PREMIUM PAYMENT

15.01 – DEFINITION OF REGULAR STRAIGHT TIME RATE OF PAY

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

15.02 – DEFINITION OF OVERTIME

Any hours worked in excess of seven and one-half (7 ½) hours per shift or seventy-five (75) hours in a pay period.

15.03 – OVERTIME PREMIUM AND NO PYRAMIDING

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

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

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

15.04 – TIME OFF IN LIEU OF OVERTIME

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

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

15.05 – REPORTING PAY

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

15.06 – CALL-BACK

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

15.07 – STANDBY

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

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

15.08 – TEMPORARY TRANSFER

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

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

15.09 – SHIFT AND WEEKEND PREMIUM

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

Effective May 18, 2024, Employees shall be paid an evening shift premium of two dollars and 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.

15.10 – CHARGE NURSE PREMIUM

(a) Whenever a nurse is assigned overall responsibility for patient care on the unit, ward, or area, the nurse shall be paid a premium of two dollars ($2.00) per hour in addition to their regular salary and applicable premium allowance.

(b) Before assigning a nurse to be in charge of a unit, the nurse will receive orientation to the role of the charge nurse on that unit. It is understood that such nurse may be assigned to any tour as part of the nurse's orientation program, providing such assignment is in accordance with any scheduling regulations or objectives contained in the Appendix of Local Provisions which forms part of this Collective Agreement.

ARTICLE 16 – HOLIDAYS

16.01 – NUMBER OF HOLIDAYS

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

There shall be twelve (12) holidays and these holidays are set out in the Local Provisions Appendix.

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

16.02 – DEFINITION OF HOLIDAY PAY AND QUALIFIERS

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

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

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

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

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

16.03(A) – PAYMENT FOR WORKING ON A HOLIDAY

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

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

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

16.03(B) – PAYMENT FOR WORKING ON A HOLIDAY

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

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

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

16.04 – PAYMENT FOR WORKING OVERTIME ON A HOLIDAY

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

ARTICLE 17 – VACATIONS

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

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

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

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

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

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

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

Progression on Vacation Schedule (Part-Time)

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

17.02 – WORK DURING VACATION

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

17.03 – ILLNESS DURING VACATION

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

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

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

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

17.04 – BEREAVEMENT DURING VACATION

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

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

ARTICLE 18 – HEALTH & WELFARE

18.01 – INSURED BENEFITS
(The following clause is applicable to full-time employees only)

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

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

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

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

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

Subject to superior conditions, services of a chiropractor and of a licensed or registered physiotherapist will be covered up to an annual maximum of $375 for each service.

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

Subject to superior conditions, services of a licensed or registered massage therapist will be covered up to an annual maximum of $375.

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

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

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

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

(c) The Hospital agrees to contribute 100% of the billed premium towards coverage of eligible employees in the active employ of the Hospital under HOOGLIP in effect as of September 28, 1993, or such other group life insurance plan currently in effect providing the balance of the monthly premium is paid by the employee through payroll deductions.

(d) The Hospital agrees to contribute 75% of the billed premiums towards coverage of eligible employees in the active employ of the Hospital under the Blue Cross #9 Dental Plan in effect as of September 28, 1993 or comparable coverage with another carrier.

Dental recall, including preventative services, every 9 months.

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

Effective June 17, 2024 the Hospital also agrees to contribute 75% of the billed premiums towards coverage of Blue Cross rider #2 (or equivalent) [complete and partial dentures] at 50/50 co-insurance to $1000 annual maximum and Blue Cross rider #4 (or equivalent) [implants, crowns, bridgework, and repairs to same] at 50/50 co-insurance to $2000 annual maximum and orthodontic coverage at $2000 maximum lifetime with 50/50 co-insurance providing the balance of the monthly premiums are paid by the employee through payroll deduction.

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

(e) The Hospital will provide equivalent coverage to all employees who retire early and have not yet reached age 65 and who are in receipt of the Hospital's pension plan benefits on the same basis as is provided to active employees for semi-private, extended health care (except for the health care spending account) and dental benefits. The Hospital will contribute the same portion towards the billed premiums of these benefits plans as is currently contributed by the Hospital to the billed premiums of active employees.

(f) Benefits Age 65 and Older

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

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

18.02 – CHANGE OF CARRIER

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

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

18.03 – PENSION

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

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

18.04 – BENEFITS FOR PART-TIME EMPLOYEES

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

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

18.05 – UNION EDUCATION

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

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

ARTICLE 19 – HEALTH & SAFETY

19.01 – PROTECTIVE FOOTWEAR

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

Note: The existing central language designating the classifications of employees which are deemed to require appropriate safety footwear shall be transferred to the local appendix.

19.02 – INFECTIOUS DISEASES

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

b) When faced with occupational health and safety decisions, the Hospital will not await full scientific or absolute certainty before taking reasonable action(s) including but not limited to, providing readily accessible personal protective equipment that reduces risk and protects employees.

c) Hospitals will ensure adequate stocks of the N95 respirator or equivalent or better (or such other personal protective equipment as the parties may in writing agree) to be made available to bargaining unit members at short notice in the event that there are reasonable indications of the emergence of a pandemic, epidemic or outbreak of an infectious disease in the community served by the Hospital.

d) A worker who is required by their employer to wear or use any protective clothing, equipment or device shall be instructed and trained in its care, use and limitations before wearing or using it for the first time and at regular intervals thereafter and the worker shall participate in such instruction and training. Personal protective equipment that is to be provided, worn or used shall, be properly used and maintained, be a proper fit, be inspected for damage or deterioration and be stored in a convenient, clean and sanitary location when not in use. [*O. Reg. 67/93 – Health Care*].

e) The Hospital agrees to cooperate in providing necessary information and management support to enable the Joint Health and Safety Committee to fulfil its functions. In addition, the Hospital will provide the Committee with access to the Hospital's pandemic plan and related risk assessment, all accident reports, health and safety records, notifications of exposure to an infectious or contagious disease, and any other pertinent information in its possession. The Hospital will also provide the Committee with reports on fit testing compliance annually and personal protective equipment inventory on a quarterly basis. The Committee shall respect the confidentiality of the information.

f) Pregnant employees may request to be temporarily transferred from their current duties if, in the professional opinion of the employee's physician a risk to the pregnancy and/or unborn child is identified. If a temporary transfer is not feasible, the employee will be granted an unpaid leave of absence before the commencement of the pregnancy leave.

g) Within a reasonable time frame following the declaration of an epidemic or a pandemic by public health officials, the employer will meet with the joint health and safety committee to consult on how to implement protections for health care workers.

h) Effective April 18, 2024, employees who are absent from work due to illness shall receive sick pay in accordance with Article 13 (or in the case of part-time employees,

percentage in lieu). Employees who are absent from work due to a communicable disease and who are required to quarantine or isolate due to:

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

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

19.03 – VIOLENCE

The 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

20.01(A) – JOB CLASSIFICATION

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

agreed to resulting from such meeting shall be retroactive to the date that notice of the new rate was given by the Hospital. If the parties are unable to agree, the dispute concerning the new rate may be submitted to arbitration as provided in the Agreement within fifteen (15) days of such meeting. The decision of the Board of Arbitration (or Arbitrator as the case may be) shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classification.

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

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

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

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

20.01(B) – JOB DESCRIPTIONS

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

20.02 – ASSIGNMENT OF DUTIES FROM ANOTHER CLASSIFICATION

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

(a) An employee who occupies a position which is revised in accordance with this Article, and who is physically incapable of performing the revised position, will not be required to perform those additional duties which exceed the employee's physical capabilities provided the employee's physician provides documentation to the Hospital of such limitation.

(b) In the event an employee presently occupying a position which is revised in accordance with this Article requires additional training to perform duties of the revised position the employee shall be entitled to a period of training, with due consideration being given to the employee's age and previous educational background, during which

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

20.03 – PROMOTION TO A HIGHER CLASSIFICATION

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

20.04 – WAGES AND CLASSIFICATION PREMIUMS

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

20.05 – PROGRESSION ON THE WAGE GRID

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

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

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

ARTICLE 21 – FISCAL ADVISORY COMMITTEE

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

(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 employer in pursuance of the above shall be deemed to be work time for which the employee shall be paid by the Hospital at their regular or premium rate as may be applicable.

ARTICLE 22 – APPRENTICESHIP COMMITTEE

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

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

ARTICLE 23 – DURATION

23.01 – TERM

This agreement shall be binding and continue in effect and shall continue from year to year unless either party gives written notice to the other party of its desire to bargain for amendments within ninety (90) days prior to the termination date of September 28, 2025. Upon receipt of such notice by one party or the other, both parties will meet thereafter for the purpose of bargaining.

23.02 – CENTRAL BARGAINING

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

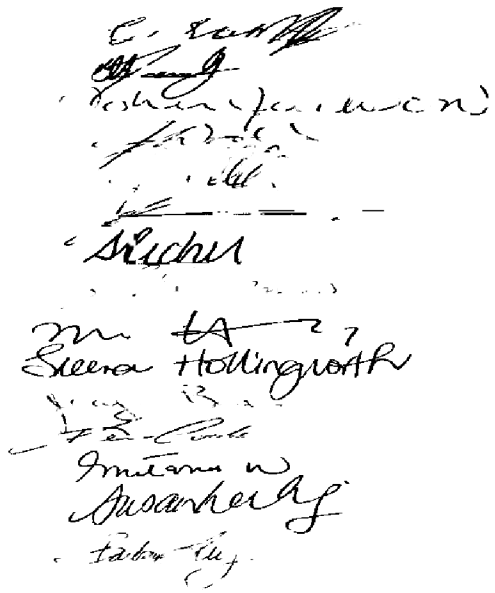
It is understood and agreed that "local matters" means, those matters which have been determined by mutual agreement between the central negotiating committees respectively representing each of the parties to this Agreement as being subjects for local bargaining directly between the parties to this Agreement.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

Dated at Toronto, Ontario this 4th day of July, 2024.

ON BEHALF OF THE PARTICIPATING HOSPITALS



ON BEHALF OF THE CANADIAN UNION OF PUBLIC EMPLOYEES



LETTER OF UNDERSTANDING

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

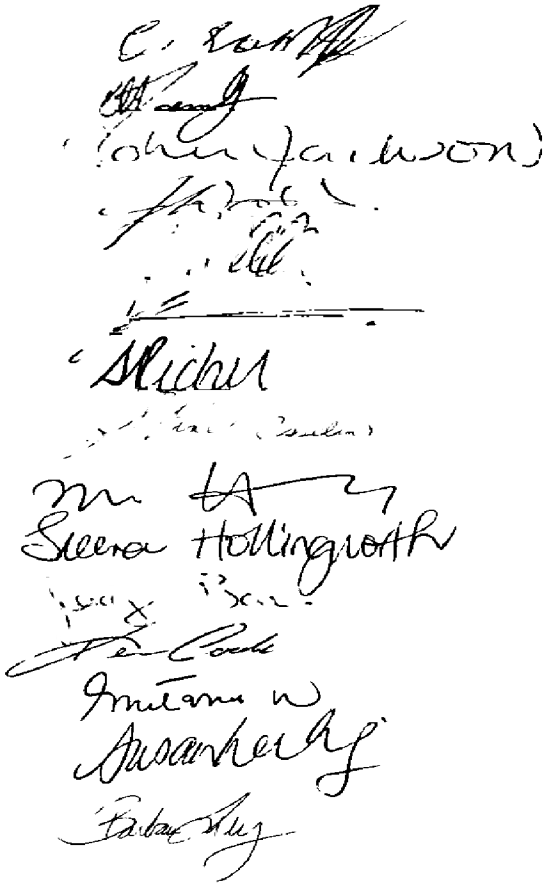
Participating CUPE locals and Hospitals agree to meet to discuss the merits of introducing HOODIP to their CUPE bargaining units.

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

ON BEHALF OF THE PARTICIPATING HOSPITALS



ON BEHALF OF THE CANADIAN UNION OF PUBLIC EMPLOYEES



LETTER OF UNDERSTANDING

RE: HOODIP

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

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

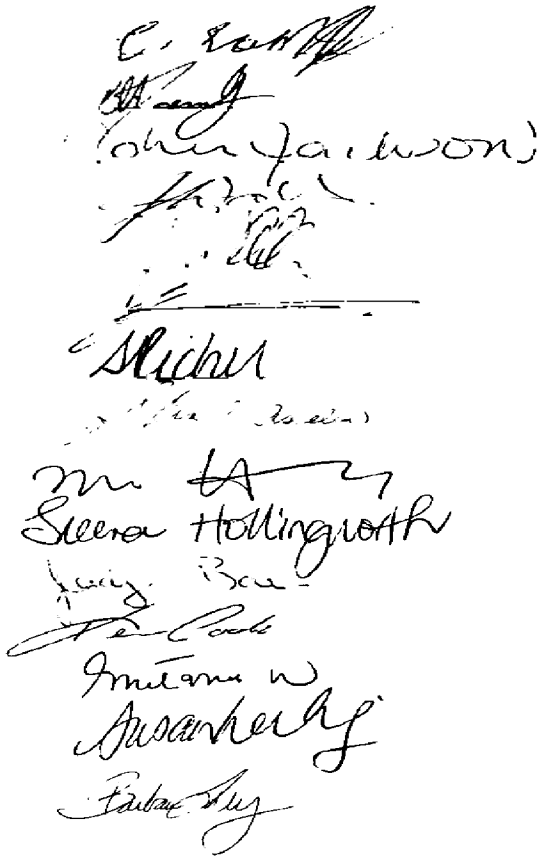
CUPE members will be granted such time off as is required to attend joint meetings of the working group. The time spent by the CUPE members to attend joint meetings of the working group will be deemed time worked and CUPE members will be compensated at their regular straight time hourly rate.

The working group will arrange its activities in order to endeavour to arrive at joint recommendations for the central parties by March 31, 2026.

ON BEHALF OF THE PARTICIPATING HOSPITALS



ON BEHALF OF THE CANADIAN UNION OF PUBLIC EMPLOYEES



LETTER OF UNDERSTANDING

RE: Voluntary Part-time Benefits

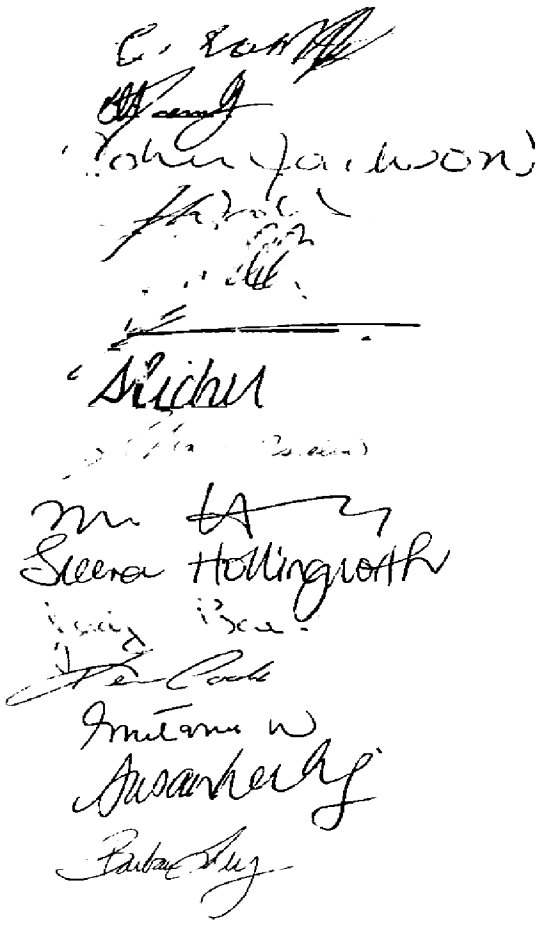
If the local parties agree, the Hospital will provide part-time employees with the option of voluntary participation in any and all of the group health and welfare benefit programs set out in Article 18.01. It is understood and agreed that the part-time employees would pay the Employer the full amount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

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

ON BEHALF OF THE PARTICIPATING HOSPITALS



ON BEHALF OF THE CANADIAN UNION OF PUBLIC EMPLOYEES



LETTER OF UNDERSTANDING

RE: RPN Rates

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

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

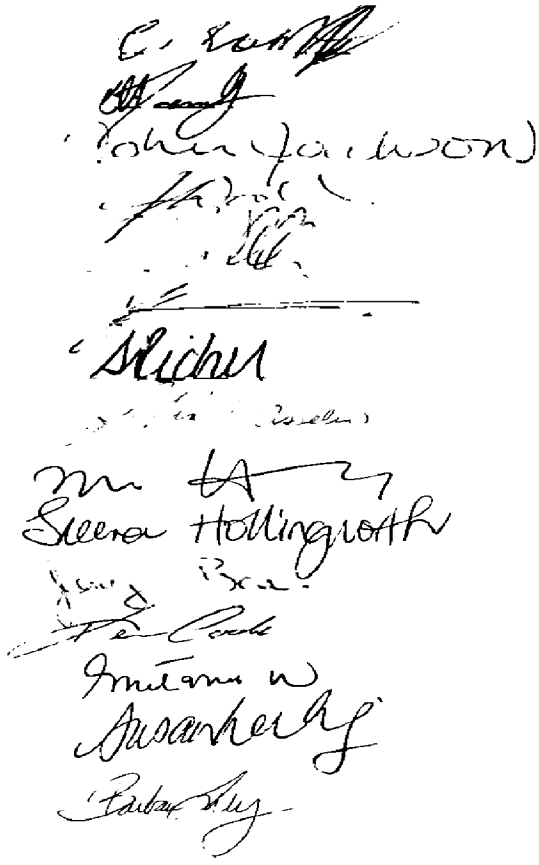
CUPE members will be granted such time off as is required to attend joint meetings of the working group. The time spent by the CUPE members to attend joint meetings of the working group will be deemed time worked and CUPE members will be compensated at their regular straight time hourly rate.

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

ON BEHALF OF THE PARTICIPATING HOSPITALS



ON BEHALF OF THE CANADIAN UNION OF PUBLIC EMPLOYEES



MEMORANDUM OF AGREEMENT

BETWEEN:

THE PARTICIPATING HOSPITALS/ OHA

- AND -

THE ONTARIO COUNCIL OF HOSPITAL UNIONS/ CUPE

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

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

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

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

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

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

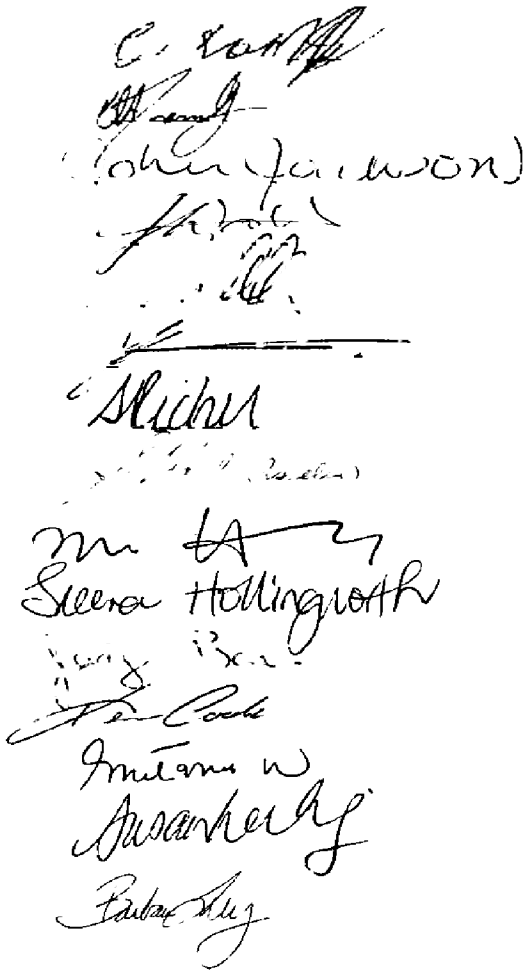
1. Within thirty days of the ratification by the Hospitals and the Union of the collective agreement, a provincial Joint Benefits Committee ("the Committee") will be established.
2. Both the Hospitals and the Union will nominate three members of the Committee and appoint co-chairs. The Committee will meet and mutually select a third party facilitator. Failing to do so, William Kaplan will appoint the facilitator.
3. The Hospitals and the Union will be responsible for their own expenses, but they will share equally in the fees of the expenses of the facilitator.
4. The Committee will meet monthly or as otherwise agreed by the parties or directed by the facilitator.
5. The Committee will immediately request from all participating hospitals a copy of their current benefit plan master policies as they pertain exclusively to CUPE and booklets to be provided within 90 days of the request.
6. The Committee will review those plans and determine what, if any, variations exist among the plans.

7. The Committee will also consider whether, without reducing the level of benefits provided at each individual participating hospital, there are cost saving mechanisms available to the parties.
8. The Committee may retain expert assistance, the cost of which shall be borne equally by the Hospitals and the Union. Should the Hospitals and the Union not agree on retaining expert assistance, the decision of the facilitator shall be binding.
9. The Committee shall complete its work and prepare a final report within eighteen months, unless the parties agree otherwise. The parties agree that this memorandum of agreement and the report of the Committee shall not be introduced or relied upon by either party in any proceedings whatsoever. However, it is agreed and understood that the data collected may be relied upon by either party for any purpose in any proceeding.

ON BEHALF OF THE PARTICIPATING HOSPITALS



ON BEHALF OF THE CANADIAN UNION OF PUBLIC EMPLOYEES



LETTER OF UNDERSTANDING

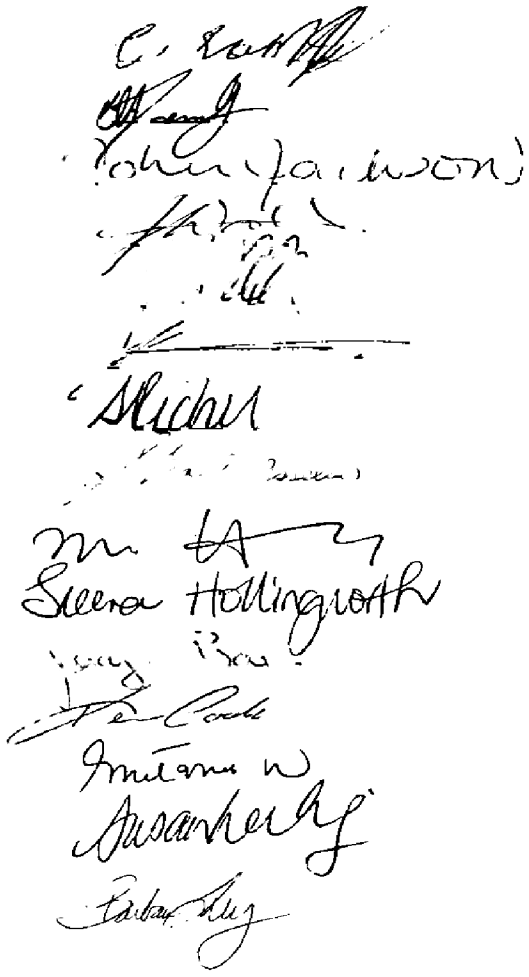
RE: Grievances Related to Article 3.02

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

ON BEHALF OF THE PARTICIPATING HOSPITALS



ON BEHALF OF THE CANADIAN UNION OF PUBLIC EMPLOYEES



LETTER OF UNDERSTANDING

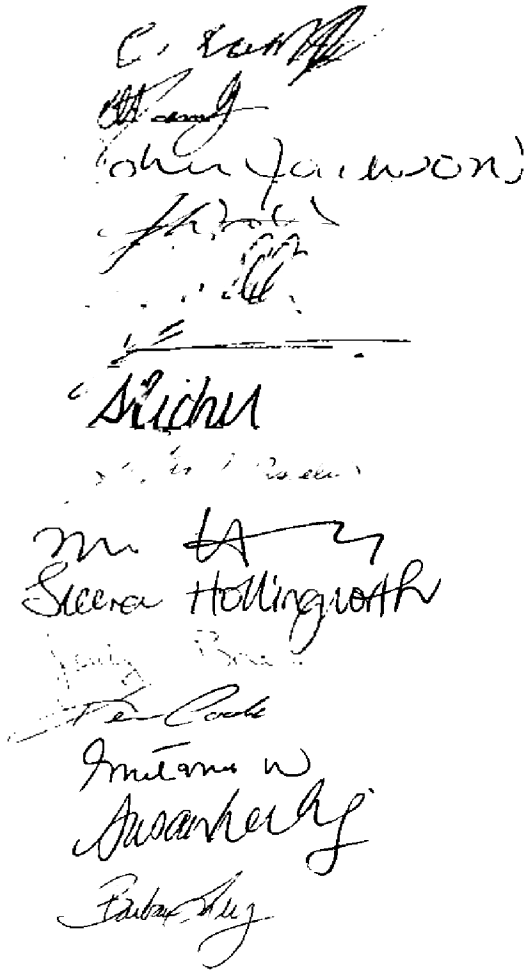
RE: Workload Complaint Form

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

ON BEHALF OF THE PARTICIPATING HOSPITALS



ON BEHALF OF THE CANADIAN UNION OF PUBLIC EMPLOYEES



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.

ON BEHALF OF THE PARTICIPATING HOSPITALS

ON BEHALF OF THE CANADIAN UNION OF PUBLIC EMPLOYEES

LETTER OF UNDERSTANDING

RE: Optimal Staffing Composition

Full Time Job Creation Committee

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

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

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

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

ON BEHALF OF THE PARTICIPATING HOSPITALS

ON BEHALF OF THE CANADIAN UNION OF PUBLIC EMPLOYEES

LETTER OF UNDERSTANDING

RE: Nursing Graduate Guarantee Program

1. The Hospital may introduce supernumerary positions to newly graduated or internationally educated nurses in compliance with the government's 2023-24 Guidelines for Participation in the Nursing Graduate Guarantee Program. If these guidelines are amended in a way that directly impacts the terms and conditions of this LOU, the parties will meet centrally to renegotiate this letter of understanding.

2. Only so many positions will be created as are covered by government funding for supernumerary positions.

3. Newly graduated nurses are defined as those nurses who have graduated from a nursing program or refresher program within the last year.

   Internationally educated nurses are defined as those nurses who received their basic nursing education in a country other than Canada.

4. The Hospital will consult with the Union with regards to supernumerary positions in accordance with the 2023-2024 Nursing Graduate Guarantee Program Guidelines.

5. The applicable mentorship premium in the local appendix will apply.

6. Such supernumerary positions will not be subject to internal postings as per Article 9.05.

7. Such nurses will be full-time and covered by the full-time Collective Agreement.

8. The duration of such supernumerary appointments will be for the period of funding or such other period as the local parties may agree, provided such period is not less than twelve (12) weeks.

9. Such nurses can apply for posted positions during the supernumerary appointment but may not transfer to a permanent position before the end of the supernumerary appointment.

10. For the purpose of job posting, supernumerary nurses will be deemed to have no seniority within the bargaining unit. If they are the successful applicant in a job competition they will then be credited with service and seniority credits equal to all hours worked in their supernumerary position.

11. If the nurse has not successfully posted into a permanent position by the end of the supernumerary appointment, they will be reclassified as casual and this will not be considered a layoff.

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

ON BEHALF OF THE PARTICIPATING HOSPITALS

ON BEHALF OF THE CANADIAN UNION OF PUBLIC EMPLOYEES

LETTER OF UNDERSTANDING

RE: Agency Staff Reporting

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

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

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

ON BEHALF OF THE PARTICIPATING HOSPITALS

ON BEHALF OF THE CANADIAN UNION OF PUBLIC EMPLOYEES

APPENDIX A: RPN WORKLOAD COMPLAINT FORM

RPNs are required to complete all of SECTION 1 through 6 of this form prior to submitting it to the Chief Nursing Officer.

SECTION 1: INFORMATION

Name(s) Of Employee(s) Reporting:		
Employer:	Unit/Program:	
Date of Occurrence:	Time:	☐ 7.5 Hr Shift ☐ 11.25Hr Shift
Name of Supervisor:	Date/Time Submitted:	

SECTION 2: DETAILS OF OCCURRENCE

Provide a concise summary of the occurrence:

_____

_____

_____

_____

_____

_____

_____

_____

_____

Check one: ☐ Is this an isolated incident? ☐ An ongoing problem?

SECTION 3: INITIAL ATTEMPT AT RESOLUTION

At the time the workload issue occurred, did you discuss the issue within the unit/area/program?

☐ Yes What was the outcome of the discussion and what solutions were identified?

_____

_____

_____

☐ No Why not? _____

_____

_____

_____

Failing resolution at the time of occurrence, did you seek assistance from a person designated by the employer as responsible for a timely resolution of workload issues?

☐ Yes What was the outcome of the discussion and what solutions were identified?

_____

_____

_____

_____

☐ No Why not?

_____

_____

_____

Did you discuss the issue with your immediate supervisor (i.e unit manager or designate) within 48 hours of the occurrence?

☐ Yes What was the outcome of the discussion and what solutions were identified?

_____

_____

_____

_____

☐ No Why not?

_____

_____

_____

SECTION 4: WORKING CONDITIONS/CONTRIBUTING FACTORS

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

# of scheduled staff ☐ RPN ____ ☐ RN ____ ☐ Unit Clerk ____ ☐ Service Support ____

# of staff working ☐ RPN ____ ☐ RN ____ ☐ Unit Clerk ____ ☐ Service Support ____

# of agency staff ☐ Yes How many? ____ ☐ No

# of RPNs on overtime ☐Yes How many? ____ ☐ No

If there was a shortage of staff at the time of the occurrence (including support staff), please check one or all of the following that apply:

£ Absence/Emergency leave £ Sick call(s) ☐ Vacancies

Please check off the factor(s) you believe contributed to the workload issue:

☐ Change in patient acuity. Provide details: _____

_____

_____

☐ Number of beds. Provide details: _____

_____

_____

☐ Number of Admissions. Provide details: _____

_____

_____

☐ Number of Discharges. Provide details: _____

_____

_____

☐ Other. Please specify and provide details: _____

_____

_____

SECTION 5: RPN RECOMMENDED SOLUTIONS

Please check-off one or all of the areas you believe should be addressed in order to prevent similar occurrences:

☐ In-service ☐ Orientation

☐ Review nurse/patient ratio ☐ Review policy/procedures

☐ Float/casual pool ☐ Adjust supporting staff

☐ Adjust RPN staff ☐ Equipment

☐ Replace sick calls, vacations, paid holidays or other absences

Provide details for each checked box above:

_____

_____

_____

_____

☐ Other solutions: _____

_____

SECTION 6: EMPLOYEE SIGNATURES

Signature _____ Phone # _____

Signature _____ Phone # _____

Signature _____ Phone # _____

Date submitted: _____

SECTION 7: MANAGEMENT COMMENTS

Process as outlined in Article 9.15 (b) – (d)

Step 1 *Employee(s) are to raise their concern(s) with immediate supervisor within 48 hours of the occurrence.*

Step 2: *The supervisor is to provide a response within 5 working days.*

Step 3 *If the supervisor's response is unsatisfactory, the employee(s) may submit*t a Workload Complaint Form to the CNO within 48 hours, with a copy to the Union. A meeting with the CNO will be held within 30 days. A Union representative may attend this meeting.*

Step 4 *The CNO is to provide a response within 15 days. A copy of the response will be sent to the Union, if applicable.*

Step 5 *If the CNO's response is unsatisfactory, the employee(s) may request a meeting with the CEO (or designate) within 48 hours. This meeting is to be held within 30 days. A Union representative may attend this meeting.*

Step 6 *The CEO (or designate) will provide a written response within 15 days. A copy of the response will be sent to the Union, if applicable.*

*This form may be submitted via email.

APPENDIX B: 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:

COMBINED FULL-TIME/PART-TIME

COLLECTIVE AGREEMENT

Between

WINGHAM DISTRICT HOSPITAL

(hereinafter call the "Hospital)

and

CANADIAN UNION OF PUBLIC EMPLOYEES, and it's LOCAL 4175

(hereinafter called the "Union"

EXPIRY: September 28, 2023

APPENDIX OF LOCAL ISSUES

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

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

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

IMPLEMENTATION NOTE RE PREEXISTING CLAUSES

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

ARTICLE L-1 – RECOGNITION

L-1.01 The Hospital agrees to recognize the Union as the exclusive bargaining agent of all its employees save and except supervisors, persons above the rank of supervisors, Laboratory Technologist, Radiology Technologist, Physiotherapist, Occupational Therapist, Speech Language Pathologist, Kinesiologist, Social Worker, Executive Assistant, Human Resources staff, persons covered by an existing Collective Agreement and students.

ARTICLE L-2 – MANAGEMENT RIGHTS

L-2.01 The Union recognizes that the Management of the Hospital and the direction of the work force are fixed exclusively in the Hospital and shall remain solely with the Hospital, except as specifically limited by the provisions of this Collective Agreement, and without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Hospital to:

- maintain order, discipline and efficiency.
- hire, assign, retire, discharge, direct, promote, demote, classify, transfer, lay-off, recall and suspend or otherwise discharge employees, provided that a claim by an employee that has been discharged and disciplined without just cause may become the subject of a grievance and dealt with as herein provided.
- make, enforce and alter, from time to time, reasonable rules and regulations to be observed by the employees.
- determine in the efficient operation and highest standards of service, job rating or classification, the hours of work, work assignments, methods of doing the work and the working establishment for the service.
- 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, methods, procedures and equipment in connection therewith; and all other rights and responsibilities of management not specifically modified elsewhere in this Agreement. These rights will not exercised in the manner inconsistent with this Agreement

ARTICLE L-3 – UNION SECURITY

L-3.01 All employees of the Hospital who are members of CUPE Local 4175 must maintain their membership as a condition of their employment. The Hospital shall deduct from each pay, as a condition of employment, a sum equivalent to dues as set by the Union. All Union dues or fees collected as above shall be remitted to the National Secretary-Treasurer of CUPE in Ottawa not later than the tenth day of the month following that in which such dues were deducted, accompanied by a list of all employees from whose wages the deductions have been made. At the same time a copy of this list will be forwarded to the Secretary Treasurer of Local 4175.

Notwithstanding the provisions of the first paragraph of this Article, the Hospital shall not be required to discharge or suspend any employee for failure to comply for reasons other than the non-payment of initiation fee or regular monthly Union dues.

The Hospital will provide the Union with a list of addresses for the membership within thirty (30) days of settlement of the Agreement and every April 1st thereafter unless an employee notifies the employer in writing that they do not wish that their address be made known to the Union.

ARTICLE L-4 – UNION REPRESENTATION

L-4.01 In order to provide an orderly procedure for the servicing of differences between the parties and employees' grievances hereunder, the Union will appoint or otherwise select stewards whose duty shall be to assist employees working in a department or group of departments the stewards represent under the grievance procedure. In the event that the regular steward for any department is absent, the employee may select an alternative steward for assistance under the grievance procedure. There shall be a Grievance Committee composed of four (4) employees plus the Local Union President coming within the scope of the Agreement. The Union shall notify the Chief Human Resources Officer and respective manager via email of the names of the Grievance Committee members.

ARTICLE L-5 – LOCAL BARGAINING COMMITTEE / JOINT JOB EVALUATION

L-5.01 The Union may select a Union Negotiating Committee of not more than four (4) employees. The Union shall inform the Chief Human Resources Officer by email of the names of members of such Committee and changes therein, from time to time, prior to any meeting with the Hospital.

L-5.02 The Joint Job Evaluation Committee will consist of no more than three (3) regularly employed CUPE members, with a maximum of one (1) employee per department. The union will make every effort to ensure that a cross section of the CUPE membership is representative on this committee. One (1) alternate member may be utilized to fulfill the aforementioned complement of 3 CUPE members. This committee will meet annually.

ARTICLE L-6 – SENIORITY LIST

L-6.01 The Hospital will maintain a seniority list, showing the name of each employee who has completed the probationary period and the number of hours to his credit. Seniority lists will be compiled and posted on the Monday following the pay day after January 1st, May 1st and September 1st of each year. A copy of such seniority list will be sent to the President and Recording Secretary. Any alleged errors or omissions must be brought to the attention of the Human Resources Coordinator via email within thirty (30) days of posting, failing which the list shall be deemed final and conclusive.

ARTICLE L-7 – WAGES

L-7.01 The Hospital agrees that wages based on hourly rates shall be paid every second Friday, in accordance with Schedule "A". Where the second Friday falls on a designated holiday, pay day will be either the previous or the following regular work day, not including Saturdays or Sundays, at the discretion of the Hospital. In accordance with the practice now in effect, wages will be paid five (5) days in arrears, i.e. up to and including Sunday prior to the scheduled pay day.

The system of payment will be a direct deposit service by which the employee's wages will be directly deposited into his personal deposit account on a confidential basis. In conjunction with the direct deposit system, the Hospital shall provide to each employee an electronic a pay statement on which there will be year to date information for Hospital Pension, Income Tax, Canada Pension, Employment Insurance Premiums, as well as information relating to the gross and net earnings calculation of the pay period in question.

The Hospital will supply to full-time and part-time vacation entitlement and notice when the employee's percentage and entitlement increases.

If a transfer of an employee to a classification carrying a lower salary rate is made at the request of such employee, such employee shall be paid at a rate in the salary range of his new position, consistent with his seniority, ability and qualifications.

L-7.02 MEAL ALLOWANCE

A staff member required to work more than two (2) hours overtime directly following a seven and one-half (7.5) hour shift will be entitled to an eight-dollar ($8.00) meal allowance. Staff will have a choice of whether they want direct payment through the established reimbursement process or if they want a cafeteria voucher for one (1) meal.

L-7.03 MILEAGE

Mileage will be paid at a rate established through Hospital policy and will be increased/decreased at such time as the Hospital rate is amended.

ARTICLE L-8 – SCHEDULING

L-8.01 Bearing in mind Article 14, shift schedules will be determined by the Hospital in accordance with the following:

- When scheduling normal shift rotation, there shall not be less than sixteen (16) hours for full-time employees and twelve (12) hours for part-time employees between the finish and start of each shift.
- When there is a need to fill a vacant shift, the vacancy shall be filled based on seniority.
- In the event that the hospital is unsuccessful in filling the vacant shift using the normal call-in procedures, employees with less than the required amount of time off may be offered the shift.
- If they accepts the call-in shift in this situation with less than the above noted scheduled time off, they shall receive one and one-half times (1 ½) their regular rate of pay for the hours worked in order to fill the vacancy.
- Schedules will be posted at least three (3) weeks in advance of the start of the schedule for bidding and will cover six (6) week period. Regular part-time staff and casual staff shall have one (1) week to indicate shifts they are available to work through a bidding process in order of seniority. Shifts shall be assigned to the most senior staff member who has indicated their availability for an available shift. Shifts not picked up by this process will be assigned to the least senior staff member if no casual staff is

available. Every effort will be made to have all available shifts assigned prior to the schedule being posted

- Unless there are extenuating circumstances, a weekend or a shift will not be split, they will be filled by one employee in their entirety.
- Finalized schedules for working hours for the six (6) week schedule shall be posted two (2) weeks in advance for the week to which they apply. The Christmas/New Year schedule will be posted no later than November 1st.
- In the case of a change in the posted schedule of an employee, at the request of the Hospital department manager/delegate with less than twenty-four (24) hours notice, the employee affected shall be paid one and one-half (1-1/2) times his regular hourly rate for the shift worked. An additional unscheduled part-time shift or the cancellation of an unscheduled part- time shift is not a change in the posted work schedule, therefore premium pay shall not be considered.
- No employee shall be scheduled to work more than seven (7) consecutive days without two (2) consecutive days off, except by mutual consent. For the eighth (8th) and subsequent days worked, the rate of pay will be one and one-half (1-1/2) times their regular hourly rate unless the days worked are due to the result of a mutual shift exchange.
- The hospital will make every reasonable effort to schedule at least three (3) weekends off in every six (6) for employees. An employee will receive time and one-half (1-1/2) their regular straight time hourly rate of pay for all hours worked on a third (3rd) and subsequent weekend save and except:
    - such weekend has been worked by the employee to satisfy days
    - off requested by such employee; or
    - such employee has requested weekend work; or
    - such weekend is worked as a result in exchange of shift with another employee: or
    - such weekend work has been mutually agreed to by the employee.
- It is understood that a weekend consists of fifty-six (56) consecutive hours off work during the period following the completion of the Friday day shift until the commencement of the Monday day shift.
- Employees who are unable to report for their regular scheduled shift shall notify the Hospital at least four (4) hours for the evening shift and night shift and at least one (1) hour for the day shift. Such notification shall follow published protocol and include the reason for the absence.
- Shift exchanges between employees after the request by an employee for a change in the posted schedule are permissible provided the employees have the skills necessary to perform the work. The request must be submitted in writing to the Scheduler at least forty-eight (48) hours prior to the desired change and co-signed by the employee willing to make the exchange. Such request is subject to the approval by the Hospital and shall not be unreasonably denied. Such exchange shall not in any event result in premium pay.

- Shift give away(s) between employees after the request by an employee for a change in the posted schedule are permissible provided the employees have the skills necessary to perform the work. The request must be submitted in writing to the Scheduler at least forty-eight (48) hours prior to the desired change and co-signed by the employee willing to make the exchange. Such request is subject to the approval by the Hospital and shall not be unreasonably denied. Such exchange shall not in any event result in premium pay. Employees must request shift giveaways from other staff in order of seniority.

- Shift exchanges and shift give away(s) between employees that include a weekend and/or a STAT holiday are permissible provided the employees have the skills necessary to perform the work. The request must be submitted in writing to the Scheduler at least forty-eight (48) hours prior to the Friday of that particular weekend and co-signed by the employee willing to make the exchange. Such request is subject to the approval by the Hospital and shall not be unreasonably denied. Such schedule change shall not in any event result in premium pay.

- Where a full-time employee is unable to reach the Hospital for a shift due to inclement weather conditions, the employee shall have the option of using that day as a vacation time, banked lieu time, statutory holiday time or a leave of absence without pay. Part-time employees subject to the same as above will be deemed to be on an unpaid leave of absence.

L-8.02 PART-TIME COMMITMENT

A regular part-time employee's commitment to be available as required by the Hospital will include the following conditions:

- available to work three (3) weekends in six (6);
- available to work all three (3) shifts (days, evenings, nights);
- available to work the equivalent of four (4) scheduled eight-hour shifts (or equivalent thereof) per pay period;
- available to work as scheduled over Christmas and/or New Years. It is recognized, the Hospital shall not be required to assign any hours which may result in overtime pay.

It is recognized, the Hospital shall not be required to assign any hours which may result in overtime pay.

Awarded bid upon shifts

Once a regular Part-time employee has been scheduled, the shifts that they have bid on and was awarded that shift must be worked or can be given away following L-8.01 in order of seniority subject to the approval by the hospital.

After the bid process is complete and the schedule has been posted, unless there are extenuation circumstances awarded bid upon shifts cannot be traded away. Specifically, the member awarded the shift may not initiate the request for trading the shift.

It is understood that if the above rules are not followed, the employee requesting such shift swap or giveaway, the request may be reasonably denied by the hospital and the originally scheduled employee(s) will be expected to work the shift(s) in question.

Preceptorship

Where a staff member is assigned preceptorship duties the Hospital will pay the employee a premium of fifty cents ($0.50) per hour for all hours spent precepting students.

Employees may have the opportunity, as part of their regular duties, to provide preceptorship of post-secondary students. Hospital will provide, staff an opportunity to participate in the preceptor~~ship~~ role if available. Orientation to the organization or general functioning of the department do not constitute preceptorship.

ARTICLE L-9 – CALL IN

L-9.01 Additional shifts up to 75 hours in a pay period shall be offered to the regular part-time staff, who are not in overtime according to seniority before being offered to casual staff using the following process:

- Shift is within 4 days/ninety-six (96) hours –offer made to primary contact; message left (if possible) that we are moving on.
- Shift is between four (4) to seven (7) days away –offer made to primary contact, message left (if possible), staff member has **2** hours to return call before moving on.
- Vacant shifts on the posted schedule beyond seven (7) days, if available, will be sent electronically by 1200 hours on Tuesday of each week. Employees will be required to respond by 0900h on Friday of the same week. Once shifts are confirmed from this process, shifts booked will be sent electronically to the Employees by 1500h that Friday afternoon. Each offer of a shift made will be documented.

Please note except in the case of a weekend/statutory holiday, when a shift must be filled over the weekend or statutory holiday, it shall be treated as a shift to be filled within twenty-four hours, i.e. call made to primary number, message left (if possible) that we are moving on.

The Member that can cover the full shift will be awarded the shift over a member that can only do part of the shift, unless the Manager or designate has approved extenuating circumstances. If a full weekend is available at the time of the call-in, the Member that can cover the whole weekend will be awarded the shifts over a member that can only do one (1) shift, unless the Manager or designate has approved for extenuating circumstances.

It is recognized that the Hospital shall not be required to assign any hours which may result in overtime premium pay. Where the Employee is aware that they will be in an overtime situation, it is understood that the Employee shall declare that they will be in an overtime situation to the Caller.

L-9.02 Call in for Overtime

Should the Hospital determine a shift is required to be filled at overtime, and all employees in that classification have been offered or have worked 75 hours in the pay period, the overtime shall be offered to the full-time staff in order of seniority, then the regular part-time staff in overtime in order of seniority, then the casual staff in overtime in order of seniority.

ARTICLE L-10 – HOURS OF WORK

L-10.01 The standard work week for all full-time employees shall average seventy- five (75) hours per two-week period exclusive of meal periods. The normal hours of work shall be seven and one-half (7-1/2) hours per day exclusive of a half (1/2) hour unpaid meal break. It is understood, however, that this shall not be construed to be a guarantee as to the hours of work per day, nor as to hours of work per week, and some employees may regularly be scheduled to work less than the thirty-seven and one-half (37-1/2) hours per week.

Part-time employees will be regularly scheduled for not more than forty-five (45) hours per two week pay period, except during the period of June to September where they may be scheduled up to seventy-five hours per pay period.

Casual employees are employees who work on a call-in basis only.

L-10.02 In departments where required, the minimum number of hours of a shift will be four (4) hours.

Meetings and training are not considered shifts under this provision.

Where the Hospital deemed that a non-mandatory department or committee meeting or training shall occur, staff will be compensated at their straight time hourly rate for the time in this meeting or training.

Employees who attend meetings or training which are deemed mandatory by the Hospital shall be compensated at straight time hourly rate of pay for a minimum of four (4) hours.

ARTICLE L-11 – HOLIDAYS

L-11.01 (a) There shall be twelve (12) holidays, and these holidays are:

New Years Day, Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving, Remembrance Day, Christmas Day, Boxing Day.

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

(b) Where the majority of the hours worked, within the holiday, all hours worked in the shift shall be, for payment purposes, considered to be the holiday.

Where the majority of hours fall outside the holiday, all hours worked in the shift shall be paid at straight time rates.

When a designated holiday falls on an employee's day off, he shall be granted an additional day off within thirty (30) days of the day in which the holiday is observed at a time mutually agreed upon by both the employee and the employee's manager. When a holiday falls during a full-time employee's vacation period, he shall be granted an additional day off within thirty (30) days of the day on which he returns to work from his vacation, at a time mutually agreed upon by both the employee and the employee's

manager. If the employee's additional day off is not scheduled within 30 days of the holiday or within the employee's return from vacation, the additional day will automatically be paid out.,

When an employee is scheduled to work on a Saturday or Sunday of a long weekend, the Hospital will schedule them to work the holiday which occurs on the Monday and/or Friday of that weekend, unless the employee requests otherwise

(c) Where feasible, employees who have twenty-five (25) years of service are entitled to be scheduled off Christmas Day, Boxing Day and New Years Day, (which are the recognized holidays), unless the employee requests otherwise. Where this is not possible, seniority shall govern.

In order to achieve this time off, CUPE agrees to waive the scheduling provisions to accommodate this arrangement between December 15th and January 10th.

(d) Where feasible, an employee shall only be scheduled either Christmas or New Year's Day.

ARTICLE L-12 – VACATION PLANNER FULL-TIME AND PART-TIME

L-12.01 Vacation planners will run April 1st to March 31st. A vacation planner shall be posted no later than January 15th for staff to indicate their preference for vacation by February 15th. A finalized vacation planner will be posted by the Hospital by April 1st. In scheduling vacation requests, preference will be given to staff in accordance with their seniority, provided staff exercises their right by February 15th, after which time vacation requests will be scheduled on a first come, first served basis. Any vacation request between February 16th and April **1st**, the Hospital shall respond within five (5) business days to this request.

The parties agree that during the period from December 20th to January 5th there will generally be no requests for time off approved; where feasible, time off may be approved at the discretion of the Employer. During this timeframe shift giveaways shall be considered after the posted schedule.

Members that are denied vacation will be notified by the Hospital prior to April 1st posting so that members can choose a different vacation period only for requests of one (1) week or greater.

All requests for vacation are to be delivered to the Scheduler's office by 15:00 hours on the Thursday of the 1st week of the current schedule.

In the event that more than one member requests the same period of vacation, the member whose vacation block request is greater will supersede the member with the lesser vacation block request. A block is defined as Monday-Sunday.

Only one (1) part-time member and one (1) full-time member may have their vacation request approved in each department at one time; where there is no fulltime member off on vacation, two (2) part-time members may have their vacation approved. Where there are only full-time members in the department, only one full time member may have their vacation approved at a time. Where there are only part-time members in the department, only one part time member may have their vacation approved at a time.

When requesting vacation on a weekend, members must request weekend as a whole. Weekend is inclusive of statutory holiday.

Vacation request for small departments will be considered on a case-by-case basis as only one member may be granted at a time. These may include departments such as Maintenance, Inpatient/Oncology, Rehab, Diagnostic Imaging, Lab, Pharmacy, Ambulatory Care, MDRD and Stores. This is not a comprehensive list as it may change depending on operational changes. Any changes to the above list shall be done in consultation with the Union.

All vacation requests will be granted or denied at the discretion of the Employer.

ARTICLE L-13 – UNIFORM ALLOWANCE

L-13.01 Full-time and Part-time employees who are required to wear uniforms which are not supplied by the Hospital will be paid an allowance for uniforms of one hundred and sixty dollars ($160.00) per year, payable in two (2) equal installments of eighty dollars ($80.00) in April and October.

Casual employees who work in departments where a uniform is required which is not supplied by the Hospital will be paid an allowance for uniforms at the rate of $0.25 per hour worked for the six (6) months prior to April and October of each year to the maximum of allowance for full-time and part-time employees as outlined above.

L-13.02 The Hospital shall provide each individual maintenance employee, on an as needed basis, who works in cold or adverse weather conditions, a proper safety parka, Snow pants, Winter Gloves, and Winter Safety Boots. (The sizes will be supplied by the CUPE Representative from Maintenance)

L-13.03 Protective Footwear – As outlined in Central Agreement Article 19.0. The following classifications of employees which are deemed to require appropriate safety footwear shall be:

Groundskeeper, Maintenance Person, Skilled Trades, Storekeeper.

Casual staff in the above classifications will be provided the Protective Footwear Allowance one time per life of the Collective Agreement.

ARTICLE L-14 – HAND TOOLS

L-14.01 All hand tools and equipment required for performance of employees' duties shall be supplied by and remain the property of the Hospital.

ARTICLE L-15 – BULLETIN BOARDS

L-15.01 The Hospital agrees to extend to the Union the privilege of using one (1) bulletin board, to be located in the Hospital in a location designated by the Hospital, provided the use of such bulletin board shall be restricted to the posting thereon only of such notices as have been signed by the President or other authorized signing officer of the Union and have received prior approval of the Hospital through the Chief Human Resources Officer/delegate.

ARTICLE L-16 – MODIFIED WORK

L-16.01 The Hospital will notify the President of the local of the names of all bargaining unit employees who go off work due to a work-related injury or go on L.T.D.

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

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

The parties agree that when an employee requires return to work accommodation and/or modified hours or duties, a member of the local union executive, the employee and the Hospital will meet to review the requirements and placement of the employee during the process.

When it has been medically determined that an employee is unable to return to the full duties of their position due to a disability, the Hospital will notify and meet with a staff representative of the Canadian Union of Public Employees and a member of the local Executive to discuss the circumstances surrounding the employee's return to work.

L-16.02 The Hospital will provide the employee with a copy of the WSIB Form 7 at the same time it is sent to WSIB. The Hospital will provide the Union President with a copy of the WSIB Form 7 at the same time as it is sent to WSIB when the Hospital intends to intervene or dispute a WSIB claim, the Hospital shall notify the employee and the Union of its intention immediately.

ARTICLE L-17 – HOODIP

L-17.01 For the purposes of this Collective Agreement, Article 13.01 (a) shall be deemed to read 90% where it states 75%.

NOTE: The parties agree to move this clause to central and amend the central language to reflect ninety (90) percent premium benefit for HOODIP.

ARTICLE L-18 – RESPONSIBILITY PAY

L-18.01 When assigned supervisory or lead hand duties during weekly vacation periods, the employee will receive responsibility pay of $2.00 per hour.

ARTICLE L-19 – JOINT HEALTH AND SAFETY

It is in the mutual interests of the parties to promote health and safety in the workplace and to prevent and reduce the occurrence 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. The parties further agree that when faced with occupational health and safety decisions, the Hospital will not await full scientific certainty or absolute certainty before taking reasonable action(s) that reduce risk and protects employees. The Hospital shall provide orientation and training in health and safety to new and current employees on an ongoing basis and employees shall attend required health and safety training sessions.

(a) The parties fully endorse the responsibilities of employer and employees under the Occupational Health and Safety act. Accordingly, the provisions of the Occupational Health and Safety Act are incorporated into and form part of this collective agreement and the rights and responsibilities set out therein will not be diminished.

(b) Recognizing its responsibilities under the applicable legislation, the Hospital agrees to accept as a member of its Health and Safety Committee one (1) representative selected or appointed by the Union from amongst bargaining unit employees.

There shall be one (1) health and safety representative form CUPE who will be certified worker as defined under the Occupational health and Safety Act. This would not preclude the employer from having more than one certified worker.

The CUPE certified worker shall be trained at the Hospital's expense, to a limit of one training day during the life of the Collective Agreement.

When a certified worker is called in to perform their duties under the Occupational health and Safety Act and/or the Collective Agreement, the worker shall be paid at the applicable rate.

(c) Such committee shall identify potential dangers and hazards, institute means of improving health and safety programs and recommend actions to be taken to improve conditions related to health and safety.

(d) The Hospital agrees to cooperate in providing necessary information and management support to enable the Health and Safety Committee to fulfill its functions. In addition, the Hospital will provide the Health and Safety Committee with access to all accident reports, health and safety records and other pertinent information in its possession. The Health and Safety Committee shall respect the confidentiality of the information.

(e) Meetings shall be held every second month or more frequently at the call of the co-chairs, if required. The Joint Health and Safety Committee shall maintain minutes of all meetings and maintain the same available for review.

(f) Any representative appointed or selected in accordance with (b) hereof shall serve for a term of one (1) calendar year from the date of appointment which may be renewed for further period of one (1) year. Time off for such representative(s) to attend meetings of the Health and Safety Committee in accordance with the forgoing shall be granted and time so spent attending such meetings shall be deemed to be worked time for which the representative(s) shall be paid by the Hospital at their regular or premium rates as may be applicable.

(g) The Union agrees to obtain the full cooperation of its membership in the observation of all safety rules and practices.

(h) Pregnant employees may request to be transferred from the 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 requests, will be granted an unpaid leave of absence before commencement of the maternity leave to Article 12.06.

(i) Where the Hospital determines that there is a risk that employees may be exposed to infectious or communicable diseases (viral or bacterial), or blood borne pathogens, employees who may be so exposed will be provided with personal protective equipment reasonably necessary for the protection of the employee.

(j) 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 if for the first time and at regular intervals thereafter and the employee shall participate in such instruction and training.

(k) Where the Hospital identifies high risk areas where employees are exposed to infectious or communicable diseases for which there are available protective medications, such medications shall be provided at no cost to the employee.

ARTICLE L-20 – VIOLENCE IN THE WORKPLACE

L-20.01 The parties agree that a safe workplace, free of violence and harassment, is a fundamental principle of a healthy workplace. Commitment to a healthy workplace requires a high degree of cooperation between the employer, employees, physicians and the Union. Employees should feel empowered to report incidents of disruptive behavior, including physician behavior, without fear of retaliation. The parties are both committed to a harassment free environment and recognize issues in a timely and effective manner as set out in Hospital Workplace Violence and Harassment Policy and Program as amended from time to time.

ARTICLE L-21 – DAMAGE TO PERSONAL PROPERTY

L-21.01 Where an employee's personal property is damaged during the course of performing their regular duties and such damage is immediately reported to the manager, the Employee shall be reimbursed an appropriate amount to replace or repair the item. Such payment shall not be unreasonably held.

Article - 22 – Casual Positions

22.01 a) Part-time employees who hold a casual position in another classification may be assigned shifts in other departments in which they are trained for.

b) Casual staff members will have the ability to bid on shifts that come up during the bidding process.

c) The Employer will limit the number of casual positions a part-time employee can hold to two (2).

d) Where an employee who holds a casual position and requires time to maintain competence in the role, when shifts have not been made available by the bidding or call-in process, an orientation shift will be scheduled at a mutually agreeable time between the employee and manager. Hours will be determined based on the duties to be reviewed.

WINGHAM & DISTRICT HOSPITAL

CUPE WAGE GRID

CLASSIFICATION	*EFFECTIVE DATE*	*START DATE*	*6 MONTHS 862.5 HRS*	*12 MONTHS 1725 HRS*	
CLASS #1					
Groundkeeper	***Sept.29-2021***	***22.58***	***23.26***	***24.00***	
	Sept. 29-2022	***23.38***	***24.08***	***24.84***	
CLASS #2					
Radiology Clerk (Clerk DI)	***Sept. 29, 2021***	***22.95***	***23.68***	***24.41***	
Job Code Compliance	***Sept. 29, 2022***	***23.76***	***24.52***	***25.27***	
Store Distribution Clerk					
CLASS #3					
File Clerk – Medical Records	***Sept. 29, 2021***	***23.33***	***24.06***	***24.79***	
	Sept. 29, 2022	***24.15***	***24.91***	***25.67***	
CLASS #4					
Housekeeping Aide	***Sept. 29, 2021***	***24.31***	***25.07***	***25.84***	
Nutrition Assistant I (NA1)	***Sept. 29, 2022***	***25.17***	***25.95***	***26.75***	
CLASS #5					
Ambulatory Care Clerk	***Sept.29, 2021***	***25.30***	***26.07***	***26.89***	
Ward Clerk	***Sept.29, 2022***	***26.19***	***26.99***	***27.84***	
CLASS #6					
Medical Devices Reprocessing Technician	***Sept.29, 2021***	***26.44***	***27.28***	***28.09***	
Physiotherapy Aide	***Sept.29, 2022***	***27.37***	***28.24***	***29.08***	
Accounting Clerk					
Medical Dictatypist – Transcriptionist					
Storekeeper					
Switchboard Receptionist					
Nutrition Assistant II (NA2)					
CLASS #7					
ER Registration Clerk	***Sept.29, 2021***	***27.27***	***28.09***	***28.97***	
Cook – Certified	***Sept.29, 2022***	***28.23***	***29.08***	***30.00***	
RTA – Rehabilitation Therapy Assistant					
CLASS #8					
Maintenance Person	***Sept.29, 2021***	***29.34***	***30.27***	***31.17***	
Health Info Management Profess	***Sept.29, 2022***	***30.37***	***31.34***	***32.27***	
(Health Records Technician)					
CLASS #9					***Briggs Award***
Medical Laboratory Assistant	***Sept.29, 2021***	***29.64***	***30.57***	***31.99***	***31.99***
Cardiology Tech	***Sept.29, 2022***	***30.69***	***31.64***	***33.12***	***33.12***
CLASS #10					
Skill Trades	***Sept.29, 2021***	***30.20***	***31.11***	***32.10***	
Pharmacy Tech	***Sept.29, 2022***	***31.26***	***32.21***	***33.23***	

LETTER OF UNDERSTANDING

BETWEEN

WINGHAM & DISTRICT HOSPITAL
(Herein referred to as the "Employed')

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES UNION - LOCAL 4175
(Herein referred to as the "Union")

Re: Pharmacy Technician Applicants

Whereas the parties recognize there may be a requirement as part of the sustainability of the pharmacy program to consider hiring graduating pharmacy technicians which are classified as pharmacy technician applicants by the Ontario College of Pharmacists (OCP)

The parties agree to:

1. Hire pharmacy technician applicants who are in the process of registering with OCP.

2. The employee will be provided with a timeline based on deadlines as prescribed by OCP to complete the requirements of the registration process.

3. The employee will work under a delegation policy as developed by the Clinical Pharmacist until such time the employee receives their registration.

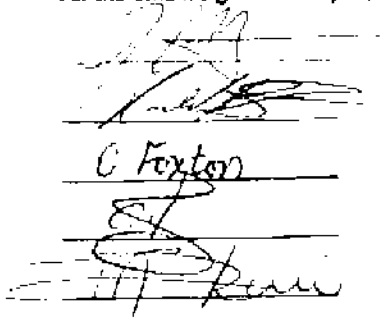
4. The employee is not permitted to work outside the scope of a pharmacy technician applicant as defined within the delegation policy.

5. The employee will be compensated at the appropriate rate as defined on the pharmacy technician compensation scale.

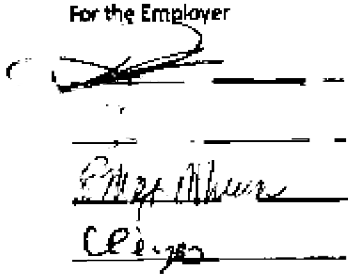
6. Should the employee not satisfy the registration requirements with OCP or within the required timeline their employment will be terminated.

7. The Hospital will provide the Union notification of employees hired under these terms.

For the Union: Signed January 25, 2022



For the Employer



LETTER OF UNDERSTANDING

Between

Wingham & District Hospital
(Herein referred to as the "Employed')

And

CUPE, Local 4175
(Herein referred to as the "Union")

Re: Extended Tours (12 Hours) and Hybrid Schedules (combination of 8- and 12-hour tours)

Introduction of Extended Tours

1. A compressed work week and/or Hybrid schedules shall be introduced into any department/area when:

    a. Seventy-five percent (75%) of the affected staff in the department/area so indicate by secret ballot; and

    b. The employer agrees to implement the compressed work week. Such agreement shall not be unreasonably withheld.

    c. The secret ballot referred to in (a) above shall not take place unless six (6) months has elapsed from the date of any such previous secret ballot within such department/area.

    d. Ballots must be counted and verified in the presence of both an Employer and a Union representative.

Hours of Work

2. An extended tour shall be defined as a shift of twelve (12) hours duration. A shift that is comprised of eight (8) hours shall be designated as a “short shift".

3. A six (6) week schedule shall consist of tours amounting to a total of two hundred twenty-five (225) hours.

4. It is understood that any hours worked in excess of two hundred and twenty-five (225) hours averaged over a six (6) week schedule shall be paid as overtime at time and one half (1 %) for all overtime hours worked. Hours worked beyond a regular twelve (12) hour shift shall also be paid as overtime.

5. A staff member shall not be required to work more than three (3) consecutive 12 hour shifts. If a staff member is required to work more than three (3) consecutive shifts, the Employer will pay the staff member overtime premium for every consecutive day worked following the third consecutive shift worked.

6. There shall be a minimum of twelve (12) hours scheduled off between shifts. Should a staff member have less than twelve (12) hours off between shifts, the staff member shall be paid overtime premium for the subsequent shift.

7. Subject to the exigencies of patient care, paid rest periods shall be forty-five (45) minutes per 12 hour shift with an additional forty-five (45) minutes for unpaid meal break. Paid rest for an unpaid meal break.

8. As such paid hours for a twelve (12) hour shift shall be 11.25 hours and 7.5 hours for an eight (8) hour shift.

Statutory Holidays, Vacation and Sick Time

9. The Employer shall pay the staff member working extended tours on a paid holiday for the actual hours worked on the holiday in accordance with the Collective Agreement.

10. Paid hours for each designated holiday not worked and each lieu day for each designated holiday not worked by each full-time employee shall be seven and one half (7.5) hours. Twelve (12) holidays x 7.5 hours = 90 hours annually.

11. Full-time vacation entitlement will be converted to hours according to the collective agreement (i.e. 2 weeks = 75 hours).

12. Sick pay benefits will be in accordance with HOODIP and shall be converted to hours (i.e. 75 days x 7.5 hours = 562.50 hours).

13. Bereavement leave, as outlined in the Collective Agreement, will be converted to hours as well however the member will have approved time off on any bereavement days for the entire shift(s).

14. Extended tours and hybrid schedules may be discontinued, with sixty (60) days notice, in any unit where:

    i. Seventy-five (75%) percent of the staff in the area so indicate by secret ballot and the ballots have been counted and verified in the presence of a union representative; or

    ii. The Hospital determines that the discontinuation is required due to:

        a) Adverse effect on patient care, or
        b) Inability to provide a workable staffing schedule, or
        c) Where the Hospital wishes to do so for other reasons which are neither unreasonable nor arbitrary.

15. Except as modified in this Letter of Understanding between the parties, the terms of the Collective Agreement will apply.

FOR THE HOSPITAL	FOR THE UNION

LETTER OF UNDERSTANDING

Between

Wingham & District Hospital
(Herein referred to as the "Employed')

And

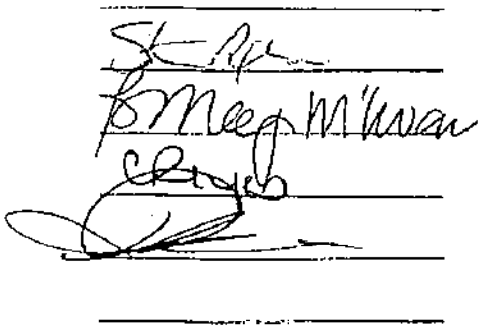
CUPE, Local 4175
(Herein referred to as the "Union")

Re: Nutrition Assistant II

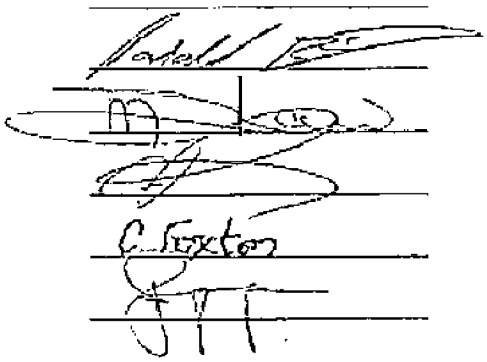
- Staff in NA2 classification, will be offered shifts, whether through bidding or call in based on seniority for all available regular and overtime shifts.
- Staff in NA2 classification are not required to hold a casual NA1 position.
- Staff will be paid as per their home classification and/or the position worked, whichever is higher.

Dated on: April 7 2022

For Wingham and District Hospital:



For CUPE:



CUPE Canadian Union of Public Employees

Letter of Understanding

January 25, 2022

Where the hospital determines a need for Patient Safety, the parties agree that if a patient safety shift is needed, the Employer and the Union have agreed in Labour Management which departments will be included for the call-out shift, by overall organizational status and seniority. The parties will meet to review this process one time per year or as required. The scheduler will maintain and develop the call list as needed.

Dated on: January 25, 2022

For Wingham and District Hospital:	For CUPE:
_____	_____
_____	_____
_____	_____
_____	_____

CUPE Canadian Union of Public Employees

Letter of Agreement

January 25, 2022

Whereas, on December 6, 2016, the parties met and agreed that effective immediately, we will adopt the non-union Internal Pay Equity Maintenance form. This form will be sent out annually to maintain the Pay Equity Maintenance process. The parties agreed that this form is more detailed regarding changes to current positions than the CUPE reconsideration form.

This form will be added to the CUPE Job Evaluation Package.

Dated on: January 25, 2022

For Wingham and District Hospital:

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For CUPE:

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