

COLLECTIVE AGREEMENT

- between -



UNITY HEALTH TORONTO
(hereinafter referred to as the Employer)

- and -



**CANADIAN UNION OF PUBLIC EMPLOYEES AND
ITS LOCAL 5441.03
(SPIRITUAL CARE PRACTITIONERS)**
(hereinafter referred to as the Union)

Expiring September 30, 2025

Table of Contents

ARTICLE 1 – PREAMBLE	8
1.01 General Purpose.....	8
1.02 Singular / Plural.....	8
ARTICLE 2 – DEFINITIONS.....	8
2.01 Temporary Employee.....	8
2.02 Full-Time Employee	8
2.03 Part-Time Employee	9
2.04 Casual Employee	9
2.05 Days	9
2.06 Site	9
ARTICLE 3 – SCOPE OF THE BARGAINING UNIT AND RELATIONSHIP.....	9
3.01 Recognition.....	9
3.02 Management Rights.....	9
3.03 No Discrimination	10
3.04 Attendance Management	10
ARTICLE 4 – STRIKES & LOCKOUTS.....	10
ARTICLE 5 – UNION SECURITY	11
5.01 T4 Slips.....	11
5.02 Notification to Union	11
5.03 Employee Interview	11
5.04 No Other Agreements	11
5.05 Communication to Union	11
5.06 Union Dues	12
ARTICLE 6 – UNION REPRESENTATION AND COMMITTEES.....	12
6.01 Union Activity on Premises and/or Access to Premises	12
6.02 Labour-Management Committee	12
6.03 Local Bargaining Committee	13
6.04 Central Bargaining Committee.....	13
6.05 Union Stewards.....	14
6.06 Grievance Committee.....	14
ARTICLE 7 – GRIEVANCE AND ARBITRATION PROCEDURE	15
ARTICLE 8 – ACCESS TO FILE.....	18

8.01	Access to Personnel File.....	18
8.02	Clearing of Record	18
ARTICLE 9 – SENIORITY		18
9.01	Probationary Period	18
9.02	Seniority.....	18
9.03	Loss of Seniority	19
9.04	Effect of Absence.....	20
9.05	Job Posting	20
9.06	Transfer and Seniority Outside the Bargaining Unit	21
9.07	(A) Transfer of Seniority and Service.....	22
9.07	(B) Portability of Service.....	22
9.07	(C) Transformation in Health Care.....	23
9.08	(A) Notice and Redeployment Committee.....	23
9.08	(B) Retirement Allowance.....	26
9.08	(C) Voluntary Exit Option.....	26
9.09	Layoff and Recall	27
9.10	Benefits on Layoff	28
9.11	Retraining	28
9.12	Separation Allowances.....	29
9.13	Technological Change.....	30
9.14	Work-Loads.....	30
ARTICLE 10 – CONTRACTING OUT		30
10.01	Contracting Out.....	30
10.02	Contracting Out.....	31
10.03	Contracting In.....	31
ARTICLE 11 – WORK OF THE BARGAINING UNIT		31
11.01	Work of the Bargaining Unit.....	31
11.02	Volunteers.....	31
ARTICLE 12 – LEAVES OF ABSENCE		32
12.01	Personal Leave	32
12.02	Union Business	32
12.03	(A) Full-Time Position(s) with the Union.....	33
12.03	(B) Full Time Position(s) with the Union.....	33
12.03	(C) Leave for OCHU President, Secretary-Treasurer, and First Vice-President	34

12.04	Bereavement Leave	34
12.05	(A) Jury & Witness Duty	35
12.05	(B) Jury & Witness Duty	36
12.06	(A) Pregnancy Leave	36
12.06	(B) Pregnancy Leave	38
12.07	(A) Parental Leave	39
12.07	(B) Parental Leave	40
12.08	A) Mandatory Training.....	42
12.09	Pre-Paid Leave Plan	42
12.10	Medical Care and Emergency Leave.....	44
12.11	Compassionate Care Leave	45
12.12	Military Leave.....	45
ARTICLE 13 – SICK LEAVE, INJURY AND DISABILITY		45
13.01	HOODIP	45
13.02	Injury.....	46
13.03	Payment Pending Determination of WSIB Claims (FT).....	46
13.04	Absence Notification.....	47
13.05	Modified Work	47
ARTICLE 14 – HOURS OF WORK.....		47
14.01	Daily and Weekly Hours of Work	47
14.02	Rest Period	48
14.03	Additional Rest Periods	48
14.04	Extended Tours.....	48
14.05	Job Sharing.....	48
14.06	Scheduling (For FT, PT and Casual)	49
14.07	Full-time Scheduling.....	49
14.08	Part-Time and Casual Scheduling	50
14.09	Posting of Schedules	51
14.10	Day Light Savings	51
ARTICLE 15 – PREMIUM PAYMENT		51
15.01	Definition of Regular Straight Time Rate of Pay.....	51
15.02	Definition of Overtime.....	52
15.03	Overtime Premium and No Pyramiding	52
15.04	Time Off in Lieu of Overtime.....	53

15.05	Reporting Pay	53
15.06	Call Back.....	53
15.07	Stand-By	53
15.08	Telephone Consultation	54
15.09	Temporary Transfer	54
15.10	Shift and Weekend Premium.....	54
15.11	Meal Allowance.....	55
15.12	Other Duties.....	55
15.13	Paid Time to Working Time	55
15.14	Payment for Required Training.....	55
15.15	Mileage Allowance	55
15.16	Student Mentorship	56
ARTICLE 16 – HOLIDAYS.....		56
16.01	Number of Holidays.....	56
16.02	Definition of Holiday Pay and Qualifiers.....	57
16.03	(A) Payment for Working on a Holiday.....	57
16.03	(B) Payment for Working on a Holiday.....	57
16.04	Payment for Working Overtime on a Holiday	58
ARTICLE 17 – VACATIONS		58
17.01	(A) Full-Time Vacation Entitlement, Qualifiers and Calculation of Payment.....	58
17.01	(B) Part-Time and Casual Entitlement, Qualifiers and Calculation of Payment.....	58
17.02	Work During Vacation	59
17.03	Illness During Vacation.....	59
17.04	Bereavement During Vacation.....	59
17.05	Vacation Scheduling	59
ARTICLE 18 – HEALTH & WELFARE		61
18.01	Insured Benefits	61
18.02	Change of Carrier	63
18.03	Healthcare of Ontario Pension Plan (HOOPP).....	63
18.04	Benefits for Part-Time and Casual Employees	64
18.05	Union Education.....	64
ARTICLE 19 – HEALTH & SAFETY		64
19.01	Health and Safety Standards.....	64
19.02	Joint Health and Safety Committee	64

19.03	Personal Protective Equipment	65
19.04	Influenza Vaccination	65
19.05	Other Vaccinations	66
19.06	Violence in the Workplace	66
19.07	Workplace Harassment	67
ARTICLE 20 – COMPENSATION		67
20.01	(A) Job Classification	67
20.01	(B) Job Descriptions	68
20.02	Progression on the Wage Grid	68
20.03	Payment of Wages	69
ARTICLE 21 – FISCAL ADVISORY COMMITTEE		69
ARTICLE 22 – PROFESSIONAL DEVELOPMENT & SPIRITUAL NURTURE DAYS		69
ARTICLE 23 – GENERAL		70
23.01	Collective Agreement	70
23.02	Bulletin Boards	70
ARTICLE 24 – TERMINATION AND RENEWAL		70
ARTICLE 25 – RETROACTIVITY		71
APPENDIX A: MEMORANDUM OF AGREEMENT		72
APPENDIX B: WAGES		74
APPENDIX C: WORKLOAD COMPLAINT FORM		75
LETTER OF UNDERSTANDING #1		79
Re:	Article 3.02 Grievances Related to Attendance Management	79
LETTER OF UNDERSTANDING #2		80
Re:	Article 13.01	80
LETTER OF UNDERSTANDING #3		81
Re:	Article 14 – SJHC Evening Shift	81
LETTER OF UNDERSTANDING #4		81
Re:	Article 15.04 – Time Off in Lieu of Overtime	82
LETTER OF UNDERSTANDING #5		83
Re:	Article 17.01 – Vacation	83
LETTER OF UNDERSTANDING #6		84
Re:	Article 18.01 – Voluntary Part-time Benefits	84
LETTER OF UNDERSTANDING #7		85
Re:	Spiritual Care Practitioner/Spiritual Care Practitioner – Roman Catholic Priest and	

Community Referrals	85
LETTER OF UNDERSTANDING #8	86
Re: Canadian Association for Spiritual Care (CASC) Affiliation	86
LETTER OF UNDERSTANDING #9	87
Re: Multi-Site Positions	87
LETTER OF UNDERSTANDING #10	88
Re: Relief Position	88
LETTER OF UNDERSTANDING #11	89
Re: Multi-Site Position Scheduling	89
LETTER OF UNDERSTANDING #12	90
Re: Commitment to Equity, Diversity, and Inclusivity... ..	90

ARTICLE 1 – PREAMBLE

1.01 General Purpose

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

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

1.02 Singular / Plural

Wherever the singular is used in the Agreement, it shall be considered as if the plural has been used where the context of the party or parties hereto so requires.

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 Full-Time Employee

A Full-time employee is one who is normally scheduled to work and works thirty-seven and one-half (37.5) hours per week.

2.03 Part-Time Employee

A regular Part-time employee is one who is normally scheduled to work and works less than thirty-seven and one-half (37.5) hours per week and has made a commitment to be available for work on a predetermined basis.

2.04 Casual Employee

A casual employee is defined as an employee who is not regularly scheduled and who does not commit to be available on a predetermined basis. The parties may agree on minimum availability thresholds for casual employees, including a requirement to work a minimum number of shifts from that availability.

2.05 Days

Days shall mean 'calendar days' unless otherwise specified in this agreement.

2.06 Site

"Site" when referenced in this agreement shall be defined as St. Michael's Hospital, St. Joseph's Health Centre, and Providence Healthcare.

ARTICLE 3 – SCOPE OF THE BARGAINING UNIT AND RELATIONSHIP

3.01 Recognition

The Hospital recognizes the Union as the sole and exclusive bargaining agent for all employees employed as Spiritual Care Practitioners by Unity Health Toronto save and except Supervisors and persons above the rank of supervisor, and any employees already represented by a trade union.

3.02 Management Rights

The Union acknowledges that, except as expressly modified by any other article of this Collective Agreement, it is the right and function of the Hospital to manage and direct its operations and affairs. Without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Hospital to:

- (a) Hire, assign, discharge, direct, promote, demote, classify, transfer, layoff, recall and suspend or otherwise discipline employees, provided that a claim by an employee who has fully completed their probationary period that they have been discharged or disciplined without just cause may become subject of a grievance and may be dealt with as hereinafter provided;
- (b) To introduce new practices or services, to expand, reduce, eliminate, change or modify present services and practices;

- (c) Determine, in the interest of efficient operation, the number of personnel required, qualifications for positions, the duties assigned within positions, the assignment of working hours, the services to be performed and the methods, procedures, facilities, and equipment to be used in connection therewith;
- (d) Make from time to time and enforce reasonable rules and regulations to be observed by employees provided that such rules and regulations shall not be inconsistent with the provisions of this agreement.

The Hospital agrees that these rights will not be exercised in a manner that are arbitrary, discriminatory or in bad faith, or inconsistent with the other provisions of this Collective Agreement.

3.03 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.

3.04 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

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

ARTICLE 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.

5.05 Communication to Union

All correspondence between the parties arising out of the Agreement or incidental hereto shall pass to and from the Director, Human Resources or designate, and the President, or designate, and Secretary of the Union.

The parties agree that electronic mail may be used as a form of communication between the Hospital and the Union.

5.06 Union Dues

The Hospital will deduct from each employee's wage an amount equal to the union dues, initiation fees, and assessments as set by the Union from each pay of all employees covered by this Collective Agreement.

Deductions from employees in the bargaining unit shall be forwarded to the National Secretary Treasurer's Office of the Union within fourteen (14) days after the deductions have been made. The Union agrees to save the Employer harmless from all and any claims, which may arise as a result of such deduction and payment.

ARTICLE 6 – UNION REPRESENTATION AND COMMITTEES

6.01 Union Activity on Premises and/or Access to Premises

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

6.02 Labour-Management Committee

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

(b) An equal number of representatives of each party as mutually agreed shall meet at a time and place mutually satisfactory. A request for a meeting hereunder will be made in writing prior to the date proposed and accompanied by an agenda of matters proposed to be discussed, which shall not include matters that are properly the subject of grievance or negotiations for the amendment or renewal of this agreement.

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

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

It is also agreed that the topic of the utilization of full-time, part-time and casual 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.

Note: Parties agree that the committee will consist of equal representation up to three (3) members each. That there will be a minimum of (two) 2 meetings per year and that the location of meetings will rotate amongst the sites.

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. 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.

Note: The parties agree that the committee will consist of equal representation up to three (3) members each.

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.

Note: The parties agree that while this bargaining unit does not participate in central bargaining at this time, this does not preclude the Union from requesting leave for a member of this bargaining unit to participate in central bargaining.

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 or casual employees and vice-versa.
- (f) The number of stewards and the areas which they represent, are to be determined locally.

NOTE: The parties agree to three (3) stewards for this bargaining unit.

6.06 Grievance Committee

The Hospital will recognize a Grievance Committee composed of the Chief Steward and not more than two (2) bargaining unit 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.

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

ARTICLE 7 – GRIEVANCE AND ARBITRATION PROCEDURE

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

Step No. 1

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

Step No. 2

Within nine (9) calendar days following the decision in Step No.1, the grievance may be submitted in writing to the (designated by Hospital). A meeting will then be held between the (designate) and the Grievance Committee within nine (9) calendar days of the submission

of the grievance at Step No. 2 unless extended by agreement of the parties. It is understood and agreed that a representative of the Canadian Union of Public Employees and the grievor may be present at the meeting. It is further understood that the (designate) may have such counsel and assistance as they may desire at such meeting. The decision of the Hospital shall be delivered in writing within nine (9) calendar days following the date of such meeting.

- 7.04 A complaint or grievance arising directly between the Hospital and the Union concerning the interpretation, application or alleged violation of the Agreement shall be originated at Step No. 2 within fourteen (14) calendar days following the circumstances giving rise to the complaint or grievance. It is expressly understood, however, that the provisions of this Article may not be used with respect to a grievance directly affecting an employee which such employee could themselves institute and the regular grievance procedure shall not be thereby bypassed.
- 7.05 Where a number of employees have identical grievances and each employee would be entitled to grieve separately they may present a group grievance in writing identifying each employee who is grieving to the Department Head or their designee within fourteen (14) calendar days after the circumstances giving rise to the grievance have occurred or ought reasonably to have come to the attention of the employee(s). The grievance shall then be treated as being initiated at Step No. 2 and the applicable provisions of this Article shall then apply with respect to the processing of such grievance.
- 7.06 The release or discharge of an employee during the probationary period shall not be the subject of a grievance or arbitration. A claim by an employee who has completed their probationary period that they have been unjustly discharged or suspended shall be treated as a grievance if a written statement of such grievance is lodged by the employee with the Hospital at Step No. 2 within seven (7) calendar days after the date the discharge or suspension is affected. Such special grievance may be settled under the Grievance or Arbitration Procedure by:
- (a) confirming the Hospital's action in dismissing the employee; or
 - (b) reinstating the employee with or without full compensation for the time lost; or
 - (c) by any other arrangement which may be deemed just and equitable.

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

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

days after the decision under Step No. 2, it will be deemed to have been received within the time limits.

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

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

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

ARTICLE 8 – ACCESS TO FILE

8.01 Access to Personnel File

Each employee shall, upon request, have reasonable access to all contents of their file for the purposes of reviewing any evaluations, letter of counselling or formal disciplinary letters contained therein. Such review shall take place in the presence of the employer. A copy of the above documents will be provided to the employee upon written request. An employee is entitled to place a written response to letters of discipline in their 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 Seniority

(a) Definition of Seniority

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

Part-time employees, including casual employees, will accumulate seniority on the basis of one (1) year's seniority for each 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.*

Note: The twelve (12) month period shall be April 1st to March 31st.

(b) Seniority List

The Hospital will maintain a current seniority list showing the date each employee's seniority commenced.

An updated seniority list shall be provided to the union twice a year, in April and October, and be posted on the Hospital's intranet. The list shall remain posted for a period of thirty (30) days, and thereafter continue to be available on the Hospitals intranet. If no challenge to this list is filed within the first thirty (30) days after posting on the intranet, the list shall be accepted as correct.

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

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 or L.T.D. benefits. Such payment shall also continue while an employee is on sick leave (including the Employment Insurance Period) to a maximum of thirty (30) months from the time the absence commenced.

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

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

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

9.05 Job Posting

- (a) Where a permanent vacancy occurs in a classification within the bargaining unit or a new position within the bargaining unit is established by the 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.

Note: The parties agree that Job Postings will include the Site(s), Status (Full-Time, Part-Time, Casual) and Full-Time Equivalent (FTE) Commitment.

- (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 March 21, 2018 and for employees who transfer subsequent to March 21, 2018:

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 or casual shall receive full credit for their seniority and service;
- ii) an employee whose status is changed from part-time or casual 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) years' service for every one (1) year of related experience in the classification upon completion of the employee's probationary period. It is understood and agreed that the foregoing shall not constitute a violation of the wage schedule under the Collective Agreement.

9.07 (C) Transformation in Health Care

Seniority Recognition

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

Right to Return or Transfer

Employees who are relocated/transferred* to another employer by the Hospital will retain their seniority and service at their original hospital for a 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) (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

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

(i) Committee Mandate

The mandate of the Redeployment Committee is to:

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

- (b) within another CUPE bargaining unit; or
 - (c) not covered by a collective agreement.
3. Identify the retraining needs of workers and facilitate such training for workers who are, or would otherwise be, laid off.
 4. Subject to article 9.11, the Hospital will award vacant positions to employees who are, or would otherwise be laid off, in order of seniority if, with the benefit of up to six (6) months retraining, an employee has become able to meet the normal requirements of the job.
 5. Any dispute relating to the foregoing provisions may be filed as a grievance commencing at Step 2.

(ii) Committee Composition

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

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

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

(iii) Disclosure

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

(iv) Alternatives

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

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

9.08 (B) Retirement Allowance

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

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

9.08 (C) Voluntary Exit Option

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

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

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

9.09 Layoff and Recall

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

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

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

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

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

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

9.10 Benefits on Layoff

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

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

9.11 Retraining

(a) Retraining for Positions within the Hospital

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

- i) Opportunities to fill vacant positions identified by the Hospital Redeployment Committee through retraining shall be offered to employees who apply and would qualify for the position with the available retraining in order of their

seniority until the list of any such opportunities is exhausted. Opportunities to fill vacancies outside of CUPE bargaining units may be offered by the Hospital in its discretion.

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

(b) Placement

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

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

9.12 Separation Allowances

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

9.13 Technological Change

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

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

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

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

9.14 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 Article 19) 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 employees results from such contracting out.

10.02 Contracting Out

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

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

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

10.03 Contracting In

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

ARTICLE 11 – WORK OF THE BARGAINING UNIT

11.01 Work of the Bargaining Unit

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

11.02 Volunteers

The use of volunteers to perform bargaining unit work, as covered by this agreement, shall not be expanded beyond the extent of existing practice as of March 21, 2018.

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.

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) The total cumulative time shall not exceed 600 days collectively across all CUPE 5441 bargaining units in a calendar year. Such leave for the CUPE Spiritual Care Bargaining Unit will not exceed a pro-rated portion of such days relative to all CUPE 5441 bargaining units.
- (c) In addition to 12.02 (b), 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.

- (d) If the Union requests an authorized union leave on a day on which a part-time employee is not scheduled to work, the Hospital agrees to assign the requested union leave day as a scheduled work day for that employee and then code it as a union leave day. It is agreed this will not result in any additional premium payments to the Hospital.
- (e) Notwithstanding the above, time spent as an elected officer to fulfill the duties of their position shall be in addition to leave for Union business under Article 12.02.

The parties further agree that in order to facilitate the collective agreement, the Union may request full-time book offs for the purposes of administering the Collective Agreement. Full-time book offs will be treated as a leave of absence in accordance with Article 12.02 (a). Full-time book offs will not be counted as part of the total cumulative days as noted above.

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

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

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

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

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

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

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

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

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

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

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

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

12.03 (C) Leave for OCHU President, Secretary-Treasurer, and First Vice-President

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

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

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

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

12.04 Bereavement Leave

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

pay from regularly scheduled hours in conjunction with the death of the spouse, child, or parent.

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

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

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

Individuals may be granted the flexibility to distribute their bereavement leave entitlement over two (2) or more occasions, not exceeding the total entitlement, in order to support religious and/or cultural diversity. Where employees request to distribute their bereavement leave entitlement over two (2) or more occasions, the complete leave must be taken within twelve (12) months of the date of death.

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 (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 (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 ~~his or her~~ 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 (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 (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 A) Mandatory Training

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.

The Hospital will endeavour to schedule mandatory in-service programs during an employee's regular working hours.

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

B) Education Leave

Subject to operational requirements, the Hospital will make a 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.

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.

NOTE: The Hospital will give the employee as much notice as reasonably possible, and at any rate, at least six (6) weeks' notice.

- (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.

12.12 Military Leave

Military Leave will be granted in accordance with the Employment Standards Act R.S.O, 2000 as amended from time to time.

ARTICLE 13 – SICK LEAVE, INJURY AND DISABILITY

13.01 HOODIP

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

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

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

- (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.
- (c) 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.
- (d) 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.
- (e) 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.
- (f) 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.
- (g) The Hospital shall pay the full cost of any medical certificate required of an employee.
- (h) 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.

13.02 Injury

(a) 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.

(b) Workplace Safety and Insurance Injury

The Hospital agrees to provide the Union and the employee with a copy of the Workers Safety & Insurance Board Form 7, at the same time as it is sent to the Board.

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.

13.04 Absence Notification

- (a) During an unexpected absence due to illness, an employee must notify their supervisor directly (by text or telephone) as early as possible, and where feasible at least 4 hours prior to their scheduled start time. When possible, the employee will provide notice of the expected length of absence from work.
- (b) In the case of a scheduled absence, such as surgery, an employee must provide notice of the expected length of absence to their supervisor at the earliest opportunity. It is understood that the length of absence may be extended as medically required and substantiated.

13.05 Modified Work

The Employer and the Union are committed to a consistent, fair approach to meeting the needs of employees temporarily or permanently unable to perform the essential duties of their position, as a result of an occupational or non-occupational illness, injury or disability, and to meeting the parties' responsibilities under the law.

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

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

ARTICLE 14 – HOURS OF WORK

14.01 Daily and Weekly Hours of Work

The provisions of this article are intended only to provide a basis for calculating time worked as per the types of shifts that will be used to meet operational needs.

Eight Hour Shifts

- (a) The normal daily shift shall be seven and one-half (7.5) consecutive hours in any twenty-four (24) hour period, exclusive of an unpaid one-half (1/2) hour meal period.

Except for schedules established by mutual agreement between the Union and the Hospital, the Hospital shall not schedule an employee for any shift less than four (4) hours in duration.

- (b) Employees will regularly be scheduled to work seventy-five (75) hours in a bi-weekly pay period where the normal daily shift is seven and one-half (7.5) consecutive hours in duration, exclusive of a total of thirty (30) minutes unpaid mealtime.

Twelve Hour Shifts

- (c) The normal daily extended shift shall be 11.25 consecutive hours in any twenty-four (24) hour period, exclusive of a total of forty-five (45) minutes of unpaid mealtime.
- (d) Full-time employees will regularly be scheduled to work one-hundred and fifty (150) hours in a four (4) week schedule which includes at least two (2) seven and one-half (7.5) hour shifts in the scheduling period.

14.02 Rest Period

Employees working seven and one-half (7.5) hour shifts shall be entitled to a paid rest period of fifteen (15) minutes for each three and three-quarter (3 3/4) hours of work. However, the scheduling of such relief periods shall not interfere with patient care or operational requirements.

Employees working 11.25-hour shifts shall be entitled to a paid rest period of an additional forty-five (45) minutes during their shift. However, the scheduling of such rest period shall not interfere with patient care or operational requirements.

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 Scheduling (For FT, PT and Casual)

- (a) There shall be no scheduling of split shifts.
- (b) Shift exchanges: Employees shall be allowed to exchange shifts of the same duration with another employee with a minimum of 48 hours' notice (excluding emergency situations). Such mutual exchanging of shifts must be made in writing and are subject to the approval of the Manager. Such requests shall not be unreasonably denied.
- (c) The Employer shall schedule employees who are off on a weekend, to be off the holiday Monday (or Friday) attached to that weekend.

For Holidays that are not adjacent to a weekend, where it is deemed operationally required, the Hospital will offer the shift in accordance Article 14.08 e)

- (d) The Employer shall schedule employees who are working on a weekend to work the holiday Monday (or Friday) attached to that weekend.
- (e) The Hospital will schedule eight (8) hour shifts so that there will be fourteen (14) hours' time off between the end of an employee's shift and the start of their next regularly scheduled shift. The Hospital will schedule twelve (12) hour shifts so that there will be 12 hours' time off between the end of an employee's shift and the start of their next regularly scheduled shift. When the Hospital requests an employee to return for a shift without sufficient time off between shifts the employee may accept the shift. Where the employee accepts the shift, they will be paid overtime rates for the difference.

For clarity, these provisions shall not apply where employees agree to pick up available shifts or shift exchanges.

14.07 Full-time Scheduling

- (a) Eight-hour shifts: no employee will be required to work more than five (5) consecutive days without two (2) consecutive days off, unless otherwise mutually agreed between the Union and the Hospital.

Twelve-hour shifts: no employee will be required to work more than three (3) consecutive days without two (2) consecutive calendar days off, unless otherwise mutually agreed between the Union and the Hospital.

- (b) The Hospital agrees to provide the Union with notice at least six (6) weeks in advance and will meet with the Union prior to applying extended tour scheduling where such schedules do not already exist.

14.08 Part-Time and Casual Scheduling

Availability:

- 1) Part-time employees interested in working shifts above their commitment, and all Casual employees must submit their availability at least four (4) weeks in advance of the start of a schedule. The manager will indicate to employees the deadline for submitting availability for each schedule.

Part-timers who do not make themselves available for extra shifts beyond their commitment, will be deemed unavailable for additional shifts and will not be scheduled unless the employee indicates otherwise.

- 2) Casual employees shall submit their availability for a minimum of four (4) shifts per 4-week schedule.
- 3) Part-time and casual employees interested in working shifts at another site of Unity Health Toronto in addition to their regular location(s) and commitment, may submit their expression of interest to their manager.

Posted Schedule:

- (a) Full-time and Part-time employees will be scheduled as per their commitment.
- (b) After scheduling of shifts in part (a) above, where operationally required, unfilled shifts will be offered based on qualified employees' availability, status (Part-time first up to 1.0 FTE, followed by Casual) and seniority. It is agreed that employees will not be offered scheduled shifts if the shift places the employee in an overtime or premium pay situation. Shifts that are in violation of the collective agreement or legislation will not be offered to the employee.
- (c) Once an available shift is offered and accepted, it is considered scheduled, and the employee is responsible for reporting to work as scheduled.

Shifts becoming Available after Schedule is Posted:

- (d) The most recently submitted availability will be used to contact part-time and casual employees for additional shifts first. If a vacant shift remains open, part-time and casual may be contacted to see if their availability has changed. If no part-time or casual employees are available, the shift may be offered to full-time employees on the basis of seniority.

- (e) When a shift becomes available after the schedule has been posted, and qualified Part-time or Casual employees are contacted and offered the shift, the employee will be able to call back to accept or decline the shift as follows:
 - i) When the shift becomes available more than forty-eight (48) hours from the start time of the shift, the employee will have three (3) hours to call back.
 - ii) When the shift becomes available between twenty-four (24) and forty-eight (48) hours from the start time of the shift, the employee will have one (1) hour to call back.
 - iii) When the shift becomes available twenty-four (24) hours or less from the start time of the shift, the shift will be given to the first person that accepts the shift.
 - iv) When an available shift has been offered to an employee but not responded to, the offered shift will be considered declined. However, if an employee who had been contacted calls back after the designated response period and the shift has not yet been assigned, that employee will be assigned the shift.
- (f) In order to address staffing needs and workload issues, Casual employees must agree to work at minimum two shifts in a four-week period, if required or offered.

14.09 Posting of Schedules

- (a) Schedules will be posted at least three (3) weeks in advance of the start of the new schedule.
- (b) Schedules shall be posted for a minimum of four (4) weeks.
- (c) Once the schedule is posted, there will be no further changes to the posted schedule except by mutual agreement between the Hospital and the affected employee.

14.10 Day Light Savings

It is understood that normal hours include those required to accommodate the change from daylight Saving Time to standard Time, and vice versa, to which the other provisions of the Articles dealing with Hours of Work and Overtime do not apply. It is further understood that all hours worked will be paid at the regular straight time rate as a result of the changeover to daylight saving from standard time and vice versa.

ARTICLE 15 – PREMIUM PAYMENT

15.01 Definition of Regular Straight Time Rate of Pay

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

15.02 Definition of Overtime

- (a) Except as otherwise noted in this Agreement, where staff work an eight (8) hour schedule, authorized time worked in excess of seven and one-half (7.5) hours per day or seventy-five (75) hours averaged over the two (2) week paid period shall be paid at the rate of one and one-half (1.5) times the employee's basic hourly straight time rate of pay.
- (b) Except as otherwise noted in this Agreement, where staff work a twelve (12) hour schedule, authorized time worked in excess of eleven and a quarter (11.25) hours per day or one hundred and fifty (150) hours averaged over the four (4) week paid period shall be paid at the rate of one and one-half (1.5) times the employee's basic hourly straight time rate of pay.

- (c) For Work Less than One Full-Shift:

When the Hospital determines that overtime is required for less than one shift, it will be offered to qualified employees in order of seniority to those employees who are on shift, in the following manner: full-time, then part-time, and then casual. If none of the employees who are on shift accept the overtime, it shall be offered to qualified employees not working at that time in order of seniority in the following manner: full-time, then part-time, and then casual.

- (d) For Work of One Shift or More:

When the Hospital determines that overtime is required for one shift or more, the overtime will be offered to qualified employees in order of seniority and in the following manner: full-time, then part-time, and then casual. In the event that the Overtime Shift is not filled and it is operationally required, then the shift will be assigned to the least senior qualified employee on a rotational basis.

- (e) Employees who work overtime will not be required to take time off during regular hours to make up for overtime worked.

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 12 months of that work week. The maximum amount of time that can be banked will be equivalent to five (5) days.

15.05 Reporting Pay

Employees who report to work for any shift will be guaranteed at least four (4) hours of work, or if no work is available, will be paid for at least four (4) hours. The reporting pay shall not apply whenever an employee has been notified at least two (2) hours prior to the start of the shift to not report for work.

15.06 Call Back

An employee, who is called to work after leaving the Hospital premises and outside of their regular scheduled hours, shall be paid a minimum of no less than four (4) hours pay at time and one-half (1½) their regular straight time hourly rate for work performed on each call-in.

In the event that the four (4) hour periods for successive call-ins overlap, the employee will not be entitled to more than time and one-half (1½) their regular straight time hourly rate in respect to the period(s) of overlap.

In the event that such four (4) hour period overlaps and extends into their regular shift they will receive the four (4) hour guarantee payment at time and one half (1½) and their regular hourly rate for the remaining hours of their regular shift.

The reference to leaving the Hospital premises referred to above will not be applicable where an employee remains in the Hospital on Standby arrangement with the Hospital.

For purposes of clarification, this Article does not apply to pre-scheduled work. This Article does not apply where the employee elects to work additional unscheduled hours made available by the Hospital.

15.07 Stand-By

An employee required to be on standby or to remain available for call-back duty or telephone consultation on other than regular scheduled onsite hours shall be paid at the rate of three dollars and thirty cents (\$3.30) per hour of stand-by time. Should such stand-by time take place on one of the holidays designated in Article 16.01, the employee shall be paid four dollars and ninety cents (\$4.90) per hour of stand-by time.

An employee paid for telephone consultation (Article 15.08), or call-back (Article 15.06) shall not be eligible for the standby premium at the same time.

15.08 Telephone Consultation

Employees who are required to provide professional services over the telephone while on stand-by (without returning to the Hospital) shall be entitled to a minimum of:

Fifteen (15) minutes pay for a call received:

- (a) between 22h:30 and 07h:30
- (b) or where a stand-by shift ends on a weekend, or on a designated holiday, the premium shall apply until 09h00 hours.

At payment at time and one-half times (1½) their regular straight time hourly rate or equivalent time in lieu, for the actual duration of each call. Any additional time spent on the call over and above the initial minimum time shall be compensated at the same rate but in minimum fifteen (15) minute increments. The employee will complete a record of calls on a form following the period of the call.

15.09 Temporary Transfer

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

15.10 Shift and Weekend Premium

Employees shall be paid a shift premium of two-dollars and ten cents (\$2.10) per hour for all hours worked where the majority of their scheduled hours fall between 15h30 and 23h30 hours, and two dollars and fifty cents (\$2.50) where the majority of their scheduled hours fall between 23h30 and 07h30. Shift premium also applies when more than two additional hours are worked in conjunction with the standard work day.

Two dollars and sixty-five cents (\$2.65) 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.

Employees shall not be entitled to both Shift Premium and Weekend for the same hours worked.

Effective December 2, 2023:

Employees shall be paid a shift premium of two dollars and twenty-six cents (\$2.26) per hour for all hours worked where the majority of their scheduled hours fall 15h00 and 07h00 hours. Shift premium also applies when more than two additional hours are worked in conjunction with the standard work day.

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

15.11 Meal Allowance

When an employee is required to and does work for three (3) or more hours of overtime after their normal shift, they shall be provided with a meal allowance of nine dollars and fifty cents (\$9.50) which will be included on their pay cheque. Call back shall not be considered as hours worked for the purposes of this Article.

15.12 Other Duties

Spiritual Care Practitioners who are requested by their manager to provide a liturgical or ritual service which is outside of their normal job requirements shall be paid an additional premium of \$35.00 per shift.

15.13 Paid Time to Working Time

Time paid by the Hospital for bereavement leave, sickness, paid holidays, paid vacations, and/or absences paid by the Workplace Safety Insurance Board will be recognized as time worked for the purpose of calculation of overtime during the work schedule in which the absence occurred. Time worked may only be recorded under one of these categories on the same day. The foregoing shall also apply in cases of short-term leaves of absence for Union business approved by the Hospital under the applicable provision of the Collective Agreement where payment is made to the employee by the Union.

15.14 Payment for Required Training

When an employee is on duty and authorized to attend any learning opportunities within the Hospital during their regularly scheduled working hours the employee shall suffer no loss of regular pay. When an employee is required by the Hospital and the employee agrees to engage in any learning opportunities outside 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.

15.15 Mileage Allowance

When an employee is required to travel to the Health Centre or return to their home as a result of reporting to or off work between the hours of 2400 hours and 0600 hours, the Health Centre will pay the transportation cost either by taxi or by own vehicle at the rate of forty (\$0.40) per kilometre to a maximum of twenty-five (\$25.00). The employee will provide to the Health Centre satisfactory proof of expense. However, this allowance will not apply to shifts which normally commence before 0600.

Where a Union representative, on their day off, uses their own vehicle to attend meetings with the Employer in fulfilling their obligations under the Collective Agreement, the Employer will pay the mileage allowance at the rate of forty (\$0.40) cents per kilometre.

Effective December 2, 2023, rates will adjust to forty-five cents (\$0.45) per kilometre and twenty-eight dollars (\$28.00) maximum.

15.16 Student Mentorship

A Spiritual Care Practitioner may be required, as part of their regular duties to mentor a student. A student is defined as someone enrolled in a Clinical Psycho-spiritual Education Program or a Theological student completing a field education placement. The employee will be informed in writing of their responsibilities in relation to the student and will be provided with what the Hospital determines to be appropriate training. Any information that is provided to the Hospital by the educational institution with respect to the skill level of the student will be made available to the employee recruited to mentor the student. Upon request the Hospital will review the employee's workload with the employee to facilitate successful completion of the assignment. Where a SCP is assigned student mentorship duties, the Hospital will pay the SCP a premium of sixty cents (\$0.60) per hour for all hours spent mentoring the student.

Effective December 2, 2023, rates will adjust to one dollar and twenty cents (\$1.20) per hour.

ARTICLE 16 – HOLIDAYS

16.01 Number of Holidays

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

There shall be twelve (12) holidays. 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.

Designation of Holidays

The following holidays will be recognized by the Hospital:

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

When any of the above noted holidays falls on an employee's scheduled day off, the employee shall receive another day off with pay at a time mutually agreed upon between the Employer and employee.

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

An employee who was scheduled to work on a holiday and is absent shall not be entitled to holiday pay or to a lieu day to which they would otherwise be entitled unless such absence was due to a satisfactory reason.

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 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.

Where a full-time employee is entitled to a lieu day under Article 16.03 (A) above, such lieu day will be taken on a day arranged between the employee and the Hospital within ninety (90) days of that work week or may receive payment in lieu thereof.

16.03 (B) Payment for Working on a Holiday

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

The holidays listed, for the purposes of Article 16.03(b), shall be the same holidays as are listed in Article 16.01.

If an employee is required to work on any of the holidays set out in Article 16.01 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

*** Effective October 1, 2022

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

An employee who has completed the following number of continuous years of service:	But less than the following number of continuous years of service:	Is entitled to the following number of weeks of annual vacation with pay:
Start	3	3
3	11	4
11	20	5
20	26	6
26		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 and Casual Entitlement, Qualifiers and Calculation of Payment

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

An employee who has completed the following number of continuous hours of service:	But less than the following number of continuous hours of service:	Is entitled to the following percentage of vacation pay, plus the equivalent time off:
Less than 5,175		6%
5,175	18,975	8%
18,975	34,500	10%
34,500	44,850	12%
44,850		14%

Progression on Vacation Schedule

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.

Part-time Employees Vacation Time Off

Part-time employees are eligible to take vacation time off without pay in addition to the percentage paid bi-weekly pay, based on the equivalent time of vacation pay percentage (%) multiplied by and employee's FTE commitment. Unpaid time should be taken annually and can't be carried forward to future years.

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 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.

Effective April 1, 2021 the employee shall be paid at the rate of one and a half times (1.5x) their basic straight time rate for all hours 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.

17.05 Vacation Scheduling

- (a) The date for determining vacation entitlement shall be the anniversary date of the employee, and the accrual of vacation will be in accordance with Article 17.01 of this Collective Agreement.

- (b) Employees may carry-over vacation from year to year. The maximum accrual at any one time shall not exceed one and one-half (1 ½) of the employee's entitlement.
- (c) A week of vacation will be defined as a seven (7) day period. Vacations may be scheduled to commence on any day of the week. Vacation may be granted at any time during the year. Should an employee accrue vacation in excess of 17.02 b), the manager will meet with the employee to schedule the excess vacation by mutual agreement. If the mutually agreed upon vacation plan is not taken, then the manager will schedule the employee off on vacation in order to ensure the excess vacation in excess of 1.5x the employees' entitlement is utilized. Vacations may only be carried over in excess of Article 17.02 b) in exceptional circumstances with the approval of the Union, employee and Hospital.
- (d) There shall be two vacation planning periods defined as follows:
 - i) On March 1st of every year the Hospital shall post a vacation planner covering the vacation period from June 1st to November 30th, for employees to indicate their preference for vacation time before March 31st. Subject to reasonable operational requirements, such requests shall be granted in order of seniority. Vacation requests shall not be unreasonably denied. All vacation shall be finalized by April 15th and once finalized shall not be changed unless it is mutually agreed between the employee and Hospital. Employees who have not indicated their preference for vacations during this period by March 31st will not be able to exercise seniority. Any vacation request subsequent to March 31st will be granted on a first-come first-served basis.
 - ii) On September 1st of every year the Hospital shall post a vacation planner covering the vacation period from December 1st to May 31st, for employees to indicate their preference for vacation time before September 30th. Subject to reasonable operational requirements, such requests shall be granted in order of seniority. Vacation requests shall not be unreasonably denied. All vacation shall be finalized by October 15th and once finalized shall not be changed unless it is mutually agreed between the employee and Hospital. Employees who have not indicated their preference for vacations during this period by September 30th will not be able to exercise seniority. Any vacation request subsequent to September 30th will be granted on a first-come first-served basis.
- (e) For clarity purposes, the vacation planner that is posted is to be utilized as a tool to assist staff with planning their vacations. However, all vacation requests must be submitted in writing using the Vacation Request Form, by the submission dates, to the respective manager or designate. Only completed Vacation Request Forms will be accepted and processed in accordance with the vacation planning process.
- (f) If a vacation is booked during a week or over a period of days that includes a paid holiday, the paid holiday(s) will be coded as a paid holiday and not a vacation day.

For clarity, only scheduled shifts during the requested vacation period will be coded per that request once approved.

- (g) The Hospital will respond to unplanned and unanticipated vacation requests as soon as possible, but in any event no more than two (2) business days from the date of receipt. Vacation requests shall not be unreasonably denied.
- (h) Once approved, vacation schedules shall not be changed unless it is agreed between the Employer and the employee concerned, save for emergency circumstances related to Hospital operations. It is agreed that this language applies both to the Hospital and the Employee seeking to change an approved vacation schedule.

ARTICLE 18 – HEALTH & WELFARE

18.01 Insured Benefits

A) Full-time Benefit Plan

Effective up to and including December 31, 2023:

The Hospital will continue to provide a benefit plan in accordance with the harmonized benefit plan, or similar, that came into effect January 1, 2019. The Hospital will contribute towards the premium coverage of participating employees in the active employ of the Hospital under the insurance plans set out below subject to the respective terms and conditions including any enrolment requirements:

- (a) The Hospital agrees to pay 100% of the billed premiums towards coverage of eligible employees in the active employ of the Hospital under the Semi-Private Plan currently in effect.
- (b) The Hospital agrees to contribute 75% of the billed premiums towards coverage of eligible employees in the active employ of the Hospital under the Extended Health Care Benefits Plan which is currently in effect.
- (c) The Hospital agrees to contribute 75% of the billed premiums towards coverage of eligible employees in the active employ of the Hospital under the Dental Plan.
- (d) The Hospital will provide equivalent coverage to all employees who retire early and have not yet reached age 65 and who are in receipt of the Hospital's pension plan benefits on the same basis as is provided to active employees for semi-private, extended health care and dental benefits. The Hospital will contribute the same portion towards the billed premiums of these benefits plans as is currently contributed by the Hospital to the billed premiums of active employees.

A) Full-time Benefit Plan

Effective January 1, 2024:

The Hospital will provide a benefit plan comparable to other CUPE 5441 bargaining units as they existed on September 1st, 2023. The Hospital will contribute towards the premium coverage of participating employees in the active employ of the Hospital under the insurance plans set out below subject to the respective terms and conditions including any enrolment requirements:

- (a) The Hospital agrees to pay 100% of the billed premiums towards coverage of eligible employees in the active employ of the Hospital under the Semi-Private Plan currently in effect.
- (b) The Hospital agrees to contribute 75% (the employee will pay the 25% balance through payroll deduction) of the billed premiums towards coverage of eligible employees in the active employ of the Hospital under the Extended Health Care Benefits Plan, which is currently in effect, with no annual deductible which includes:

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

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

Vision care maximum \$450.00 every 24 months in addition to eye examinations every 24 months. Vision care coverage can be used for laser eye surgery.

Hearing aid acquisition every 36 months.

- (c) The Hospital agrees to contribute 75% (the employee will pay the 25% balance through deduction) of the billed premiums towards coverage of eligible employees in the active employ of the Hospital under the Dental Plan, which includes at minimum:
 - i) Dental recall, including preventative services, every 9 months.
 - ii) Complete and partial dentures at 50/50 co-insurance (combined annual maximum of \$2000 for ii) and iii)
 - iii) Crowns, bridgework, and repairs to same at 50/50 co-insurance (combined annual maximum for \$2000 for ii) and iii)
 - iv) \$2000 lifetime maximum for orthodontic services at 50/50 co-insurance.
- (d) The Hospital will provide equivalent coverage to all employees who retire early and have not yet reached age 65 and who are in receipt of the Hospital's

pension plan benefits on the same basis as is provided to active employees for semi-private, extended health care and dental benefits. The Hospital will contribute the same portion towards the billed premiums of these benefits plans as is currently contributed by the Hospital to the billed premiums of active employees.

B) Temporary Full-time Benefits – for employees without a permanent position

The Hospital agrees to provide Health and Dental Benefit coverage only after three (3) months of employment with the same cost sharing arrangement in accordance with 18.01 b) and c). Temporary Full-time employees are eligible for accrued vacation.

C) Benefits Information

The Hospital shall provide each employee with access to information booklets outlining all of the current provisions in the benefit plans defined in Article 18.01.

The Hospital shall notify the Union of the name(s) of the carrier(s) which provide the benefit plans defined in Article 18.01. The Hospital shall also provide the Union with access to all current information booklets provided to the employees.

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 Healthcare of Ontario Pension Plan (HOOPP)

All full-time employees shall, as a condition of employment, enroll in the Hospital's pension plan.

All present employees enrolled in the Hospital's pension plan (HOOPP) will continue to participate in HOOPP subject to its terms and conditions.

The Hospital Pension Plan (HOOPP) shall be made available to part-time and casual employees in accordance with its terms and conditions.

18.04 Benefits for Part-Time and Casual Employees

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

A part-time/casual 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 Health and Safety Standards

The Hospital and the Union agree that they mutually desire to maintain standards of safety and health in the Hospital in order to prevent accidents, injury or illness in compliance with the Ontario Occupational Health and Safety Act.

The Hospital shall maintain healthy and safe working conditions and shall take every precaution reasonable in the circumstances for the protection of the health and safety of its employees.

19.02 Joint Health and Safety Committee

There shall be a Health and Safety Committee at each site, on the following basis:

- i) Recognizing its responsibilities under the applicable legislation, the Hospital agrees to accept as a member of its Joint Health & Safety Committee (JHSC) at each site four (4) CUPE representatives from any CUPE 5441 bargaining unit, selected or appointed by the Union, and such employees shall be able to attend meetings of this committee without loss of pay.

One such representative of the bargaining unit shall be trained as a certified worker under the Ontario Occupational Health and Safety Act. Any cost associated with the training of a certified worker will be paid by the Hospital, or as may be prescribed pursuant to the Ontario Occupational Health and Safety Act.

- ii) 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 safety and health.
- iii) Meetings shall be held in accordance with the Terms of Reference of the Joint Health and Safety Committee or more frequently at the call of the chairs if required. The Committee shall maintain minutes of all meetings and make the same available for review.
- iv) The union agrees to endeavour to obtain the full cooperation of its membership in the observation of all safety rules and practices.
- v) Any representatives appointed or selected in accordance with this Article shall serve for a term of at least one calendar year. A member of the Joint Health and Safety Committee shall be compensated for their time while attending meetings including preparation time in accordance with the Ontario Occupational Health and Safety Act.
- vi) The Hospital agrees to co-operate reasonably in providing necessary information to enable the Committee to fulfill its functions. In addition, the Hospital will provide the Committee with access to all accident reports, health and safety records and any other pertinent information in its possession. The Committee shall respect the confidentiality of information.
- vii) If incidents involving aggressive patient action occur, such action will be recorded and reviewed at the Joint Health and Safety Committee.

19.03 Personal Protective Equipment

The Hospital agrees to continue its present practices with respect to the provision of personal protective equipment and safety devices to employees. Issues related to the need for any personal protective equipment or safety equipment in addition to that which the Hospital is presently providing will be referred to the Joint Health and Safety Committee.

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.

19.05 Other Vaccinations

Where the Hospital identifies that employees may be exposed to infectious or communicable diseases for which there are available vaccinations and/or post-exposure prophylaxis, such available vaccinations and/or post-exposure prophylaxis shall be provided at no cost to the employees.

19.06 Violence in the Workplace

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

To that end, the local parties will determine appropriate solutions to promote health and safety in workplaces, including, but not limited to:

- Violence in the Workplace (including Verbal Abuse)
- In particular, the local parties will consider appropriate measures to address violence in the workplace, which may include, among other remedies:
 - i) Electronic and visual flagging;
 - ii) Properly trained security who can de-escalate, immobilize and detain / restrain;
 - iii) Appropriate personal alarms, where deemed required;

- iv) Organizational wide risk assessments assessing environment, risk from patient population, acuity, communication, and workflow and individual client assessments; and
- v) Training in de-escalation tactics.

“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.

19.07 Workplace Harassment

The Hospital and the Union are committed to ensuring a work environment that is free from harassment. Harassment is defined as a “course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome”, that denies individual dignity and respect on the basis of prohibited grounds under the Human Rights Code or the Occupational Health and Safety Act.

The normal exercising of management rights in good faith, in particular the right to assign work or impose discipline, are not defined as harassment.

If an employee believes that they have been harassed pursuant to this article and/or discriminated against pursuant to Article 6.01, there are specific actions that may be undertaken. The employee should request the harasser to stop the unwanted behaviour by informing the harassing individual(s) that the behaviour is unwanted and unwelcome. Should the employee not feel comfortable addressing the harasser directly, they may request the assistance of the manager or a Union representative. If the unwelcome behaviour continues, the employee will consult the Hospital policy on harassment and will be free to pursue all avenues including complaint investigation and resolution.

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 Progression on the Wage Grid

Full-time employees shall progress on the wage grid to the next higher rate on an annual basis based on their anniversary date.

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.

20.03 Payment of Wages

The Employer, through a system of direct deposit, will pay wages every two (2) weeks, on Fridays, or earlier should the statutory holiday interfere with a pay day, in accordance with the schedules forming part of this Agreement.

On payday, each employee shall be provided with an itemized statement of their wages, hours and deductions.

Should there be a change to the pay schedule the Hospital will provide the Union with three (3) months' notice.

ARTICLE 21 – FISCAL ADVISORY COMMITTEE

21.01 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 – PROFESSIONAL DEVELOPMENT & SPIRITUAL NURTURE DAYS

22.01 As a self-regulating profession, the parties recognize the importance of maintaining a dynamic practice environment which includes ongoing learning, maintaining competency, career development and spiritual nourishment. The parties agree that professional development and spiritual nourishment includes a diverse range of activities.

The Hospital agrees to provide Full-time employees up to seven (7) days per fiscal year, paid at straight time, to support Professional Development and personal spiritual care Spiritual Nourishment Days. Part-Time employees will be entitled to the same number of days on a pro-rated on the basis of their FTE.

Staff may use these days for either purpose or as a combination. Staff must submit supporting documentation that demonstrates how the program will enhance their role as a Spiritual Care Practitioner. Continuing education should address the needs of ones own professional growth and development and the needs of those with whom they work. Professional Development/Spiritual Nurture Days must be pre-planned and pre-approved, where reasonable two (2) weeks in advance of the posted schedule and confirmation of attendance may be required, where applicable.

ARTICLE 23 – GENERAL

23.01 Collective Agreement

The Hospital and the Union agree that the cost of printing the collective agreement will be shared equally between the parties.

23.02 Bulletin Boards

- (a) The Hospital shall provide three (3) Union Bulletin Boards, one (1) at each site, for Union Notices. The bulletin board at Providence Healthcare will be shared with CUPE Local 5441 and will not be locked. The bulletin board at St. Michaels will be a separate board for Spiritual Care Practitioners and will be locked. The bulletin board at St. Joseph's Health Centre will be shared with CUPE Local 5441 and will be locked.
- (b) The Union shall have the right to post notices of meetings, other matters related to Union activities and/or the administration of the Collective Agreement. The Union agrees to provide such notices to the Hospital in advance of posting for information purposes only.

ARTICLE 24 – TERMINATION AND RENEWAL

24.01 This Agreement shall commence effective October 1, 2022, and shall continue in effect until September 30, 2025, and shall remain in effect from year to year thereafter unless either party gives the other party written notice of termination or desire to amend the agreement within ninety (90) days prior to the expiration date of this Agreement.

24.02 In the event of such notice to amend this agreement being given, the parties shall begin negotiations within thirty (30) days or as mutually agreed, following such notification.

24.03 If pursuant to such negotiations, an agreement on the renewal or amendment of the Agreement is not reached prior to its current expiration date, this Agreement shall automatically be extended until consummation of a new agreement or completion of the


proceedings prescribed under the *Labour Relations Act, 1995* and the *Hospital Labour Disputes Arbitration Act, 1990*.


ARTICLE 25 – RETROACTIVITY

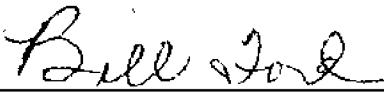
25.01 Retroactivity for placement on the harmonized wage grid will be paid within four (4) full pay periods of ratification of this agreement to the persons who remain employees of the Hospital at the time of payment. The Hospital shall, within one (1) month of the date of this agreement/award, send a letter to the last known address in the records of the Hospital, to any person who left employment after the date the agreement is ratified or awarded, advising them of their right to retroactivity, which shall be paid if they claim it within sixty (60) days from the date upon which the letter was mailed. Former employees who fail to claim retroactivity within the sixty (60) day period shall be deemed to forfeit any claim thereto.

Signed and dated in Toronto Ontario, this 28th day of October, 2023.


FOR THE EMPLOYER




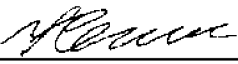


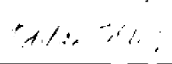


FOR THE UNION









APPENDIX A

MEMORANDUM OF AGREEMENT

- between -

**UNITY HEALTH TORONTO
(Hereinafter referred to as “The Hospital”)**

- and -

**CUPE Local 5441.03 (Spiritual Care Practitioners)
(Hereinafter referred to as “the Union”)**

WHEREAS the Parties entered into a first Collective Agreement with an expiry date of September 30, 2022;

AND WHEREAS this Collective Agreement between the Parties contains a Letter of Understanding in Appendix A which states that should any challenge to the constitutionality of the wage restraint legislation (“Bill 124”) in which the Canadian Union of Public Employees is a plaintiff be successful, the Parties agree to reopen the Agreement with respect to compensation;

AND WHEREAS on November 29, 2022, the Ontario Superior Court of Justice declared the *Protecting a Sustainable Public Sector for Future Generations Act, 2019* (“Bill 124”), to be void and of no effect;

AND WHEREAS the Parties commenced collective bargaining of a renewal Collective Agreement for the Agreement expiring September 30, 2022 on March 9, 2023;

AND WHEREAS the Union tabled wage adjustments under the wage re-opener clause Agreement expiring September 30, 2022 as per the Letter of Understanding in Appendix A;

NOW THEREFORE the parties agree to the following:

1. The wage rates for all employees in the CUPE Spiritual Care bargaining unit shall be increased by the following general wage increases:
 - 0.6% effective October 1, 2019
 - 0.65% effective October 1, 2020
 - 3.75% effective October 1, 2021
2. All wage increases provided for in this agreement shall be retroactive to the effective date of such increase or adjustment. Retroactivity will be paid in accordance with the implementation timelines agreed upon for the renewal Collective Agreement (expiring

September 30, 2022). Should an impasse be reached in collective bargaining, the Hospital will endeavour to process the retroactivity referenced in this agreement as soon as possible, but no later than December 24, 2023.

If an employee has terminated employment since October 1, 2019, the Hospital shall advise the employee within thirty (30) days by notice in writing by regular mail to the last known address on the records of the Hospital and the employee shall have sixty (60) days to claim any payment. Retroactivity will be paid within four (4) pay periods from the expiry of those sixty (60) days.

Signed at Toronto this 11th day of October, 2023.

For the Hospital:

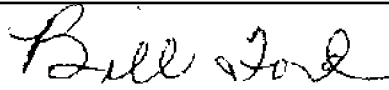
For the Union:




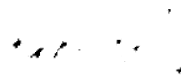












APPENDIX B

1. General Wage Increase

October 1, 2022 – September 30, 2025		
October 1, 2022	October 1, 2023	October 1, 2024
3.5%	3.0%	3.0%

2. Wage Grid

		Oct. 1, 2019	Oct. 1, 2020	Oct. 1, 2021	Oct. 1, 2022	Oct. 1, 2023	Oct. 1, 2024
	Oct. 1, 2019	Add .6%	Add 1.65%	Add 4.75%	Add 3.5%	Add 3.0%	Add 3.0%
Step 1	\$36.61	\$36.83	\$37.44	\$39.22	\$40.59	\$41.81	\$43.06
Step 2	\$37.70	\$37.93	\$38.55	\$40.38	\$41.80	\$43.05	\$44.34
Step 3	\$38.84	\$39.07	\$39.72	\$41.60	\$43.06	\$44.35	\$45.68
Step 4	\$40.00	\$40.24	\$40.90	\$42.85	\$44.35	\$45.68	\$47.05
Step 5	\$41.20	\$41.45	\$42.13	\$44.13	\$45.68	\$47.05	\$48.46
Step 6	\$42.44	\$42.69	\$43.40	\$45.46	\$47.05	\$48.46	\$49.92
Step 7	\$43.29	\$43.55	\$44.27	\$46.37	\$47.99	\$49.43	\$50.92
Step 8	\$43.72	\$43.98	\$44.71	\$46.83	\$48.47	\$49.92	\$51.42*
Step 9	\$44.16	\$44.42	\$45.16	\$47.30	\$48.96	\$50.43	\$51.94

**deletion of Step 8 effective 2 pay periods after ratification, Oct. 28, 2023.*

APPENDIX C: SPIRITUAL CARE 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.. 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:

SECTION 8: COMPLAINT STAGE

- Stage 1** – Completed Form is submitted to Manager within 48 hours of event
Date Submitted: _____

- Stage 2** – If not resolved within 10 days of Stage 1, completed form is forwarded to either:
Labour Management Committee Date Submitted: _____
Joint Health and Safety Committee Date Submitted: _____

LETTER OF UNDERSTANDING #1

Re: Article 3.02 Grievances Related to Attendance Management

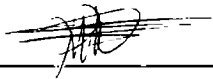
The parties agree that grievances related to 3.02, if any, will be heard before Arbitrator William Kaplan (with nominees).

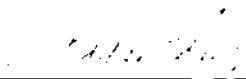
Signed and dated in Toronto Ontario, this 28th day of October, 2023.

FOR THE EMPLOYER

Robin Ross

FOR THE UNION





LETTER OF UNDERSTANDING #2

Re: Article 13.01

The Hospital agrees to grandfather the current Full-time staff at the Providence Healthcare Site at the time of ratification/award as follows:


LENGTH OF SERVICE	AMOUNT OF BENEFIT
Under 3 months	-0-
3 months to 6 months	66 2/3 % of earnings
6 months or more	100 % of earnings


Signed and dated in Toronto Ontario, this 28th day of October, 2023.

FOR THE EMPLOYER

Robin Ross

FOR THE UNION





LETTER OF UNDERSTANDING #3

Re: Article 14 – SJHC Evening Shift

The parties agree to the following for St. Joseph’s Health Center:

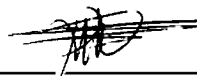
1. The Evening shift shall be comprised of a 5.5-hour shift on site, inclusive of a 30-minute unpaid break, followed by a stand-by period which continues until the commencement of the next regular day shift.
2. Employees scheduled to be on stand-by will be provided a paging device for the duration of the stand-by period, and do not need to remain on site.
3. Employees shall receive stand-by premium (Article 15.07) for the duration of their stand-by period unless they are called into the Hospital, in which case Call-back pay shall apply (Article 15.06).
4. Where employees are able to provide professional services over the telephone, they will be compensated in accordance with Article 15.10.

Signed and dated in Toronto Ontario, this 28th day of October, 2023.

FOR THE EMPLOYER

Robin Ross

FOR THE UNION



LETTER OF UNDERSTANDING #4

Re: Article 15.04 – Time Off in Lieu of Overtime

The parties agree that there is currently no limit to the maximum amount of overtime that can be banked due to the COVID19 pandemic. At such time when the Hospital gives notice that the bank limit will be reinstated, employees will have ninety (90) days to schedule lieu time in excess of the five-day bank, after which Article 15.04 will be in effect.


Signed and dated in Toronto Ontario, this 28th day of October, 2023.

FOR THE EMPLOYER

Robin Ross

FOR THE UNION





LETTER OF UNDERSTANDING #5

Re: Article 17.01 – Vacation

- Grandparent the 2 newly hired FT employees at the PHC site at their current vacation entitlements and;
- At the time of ratification/effective date of award as it may be, to grandfather any PT/CA employees who are above the entitlements they would otherwise be eligible for at that time.

Signed and dated in Toronto Ontario, this 28th day of October, 2023.

FOR THE EMPLOYER

Robin Ross

FOR THE UNION

[Signature]

[Signature]

LETTER OF UNDERSTANDING #6

Re: Article 18.01 – 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.

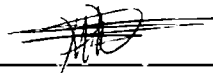

NOTE: Part-time voluntary benefits are not arbitrable in local negotiations.

Signed and dated in Toronto Ontario, this 28th day of October, 2023.

FOR THE EMPLOYER

Robin Ross

FOR THE UNION

LETTER OF UNDERSTANDING #7

Re: Spiritual Care Practitioner/Spiritual Care Practitioner – Roman Catholic Priest and
Community Referrals

The parties agree that SCP/SCP-RCP are hired to provide psycho-social-spiritual, religious and cultural care.

If there are requests to provide religious and cultural care/rituals beyond the qualifications for which they were hired as SCP/SCP-RCP, they will facilitate the use of community leaders from outside of UHT to provide such services. Where such requests are within the SCP's qualifications but outside their job description, the SCP may choose to perform the request as part of their regular spiritual care intervention, with the understanding that it is not an expectation of the Hospital to perform such duties. In the event the SCP chooses not to perform the request, they will facilitate the use of community leaders from outside of UHT to provide such services.

SCP-Roman Catholic Priest will be expected to provide Roman Catholic sacraments, services and rituals as part of their regular duties prior to going outside of the bargaining unit.

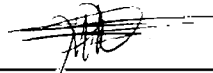
In urgent situations, when there is insufficient time to go outside of the Bargaining Unit to fulfill such requests, the SCP may perform the required service themselves, where they are qualified to do so.

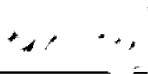
Signed and dated in Toronto Ontario, this 28th day of October, 2023.

FOR THE EMPLOYER

Robin Ross

FOR THE UNION





LETTER OF UNDERSTANDING #8

Re: Canadian Association for Spiritual Care (CASC) Affiliation

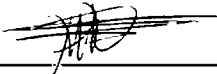
While the Hospital values and supports continuing education, the Hospital agrees that employees do not need to achieve or maintain CASC certification. Employees must maintain membership in CASC, or a strategic partner identified by CASC, as amended from time to time. A strategic partner is a spiritual care association that CASC determines meets the educational and professional standards of CASC.

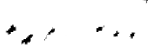
Signed and dated in Toronto Ontario, this 28th day of October, 2023.

FOR THE EMPLOYER

Robin Ross

FOR THE UNION





LETTER OF UNDERSTANDING #9

Re: Multi-Site Positions

The Parties agree there is no restriction on the Hospital's ability to create Full-Time or Part-Time positions that have multi-site accountability across the Unity Health Toronto network, save for the following:

The Hospital agrees that the percentage of full-time multi-site positions will not increase beyond twenty percent (20%) of the full-time complement of the bargaining unit for the life of this agreement.

The Hospital commits to meeting on an ad-hoc basis, up to once every three (3) months, at the union's request, to discuss the Union's concerns related to multiple-site positions.

The positions referenced in this LOU will be posted and filled in accordance with the collective agreement. That is, there will be no requirement on existing incumbents to assume these multi-site positions.

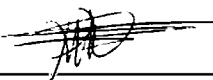
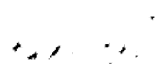
Additionally, there will be no involuntary layoff of any full-time or part-time employee as a consequence of the creation of the multi-site positions referenced in this LOU.

Signed and dated in Toronto Ontario, this 28th day of October, 2023.

FOR THE EMPLOYER

Robin Ross

FOR THE UNION

LETTER OF UNDERSTANDING #10

Re: Relief Position

The Hospital will create a new permanent multi-site position with no less than a 0.4 FTE. The position will be created with the intent of offering weekday coverage across the three sites. The position will have a schedule (day and shift) which will be posted in accordance with the collective agreement.

The scheduling guidelines (outlined in LOU #11 BELOW) would apply to any scheduled shifts and to any additional picked up shifts. All shifts will be assigned in accordance with Article 14.08.

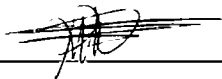
This in no way is a commitment to continue the position for any period and if the Hospital is unable to fill the position with an appropriate candidate it reserves the right to cancel its plans to fill the role.

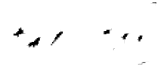
Signed and dated in Toronto Ontario, this 28th day of October, 2023.

FOR THE EMPLOYER

Robin Ross

FOR THE UNION





LETTER OF UNDERSTANDING #11

Re: Multi-Site Position Scheduling

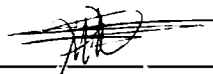
- (a) Multi-site positions will be assigned a home site, which will be indicated in the job posting.
- (b) If required to attend multiple sites in one shift, the employee will be reimbursed reasonable additional expenses (including but not limited to additional parking costs, mileage, taxi, and no loss of time for transfer).
- (c) If an employee's reporting location is changed with fewer than 12 hours' notice prior to a shift, the employee will receive premium payment of one and a half times (1.5x) their hourly rate, for the first two hours.
- (d) If an employee is reassigned to another site after the shift has started, a reasonable additional expense could be overtime incurred as a result of an extended commute home.
- (e) Determination of reasonable expenses, including the assessment of proof of additional expense requested by the Hospital, will be at the Hospital's discretion, and will not be unreasonably denied.

Signed and dated in Toronto Ontario, this 28th day of October, 2023.

FOR THE EMPLOYER

Robin Ross

FOR THE UNION



LETTER OF UNDERSTANDING #12

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.

The parties acknowledge that a committee exists to support this commitment and the parties will endeavour to maintain this committee or other Hospital forum. The 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 across all CUPE Local 5441 bargaining units. 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.

Signed and dated in Toronto Ontario, this 28th day of October, 2023.

FOR THE EMPLOYER

Robin Ross

FOR THE UNION

