

PART-TIME  
Collective Agreement

between

The Joseph Brant Hospital  
(hereinafter called the "Hospital")  
JOSEPH BRANT  
HOSPITAL

and

The Canadian Union of Public Employees,  
and its Local 1065

***CUPE·SCFP***

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## ARTICLE 1 – PREAMBLE

### 1.01 PREAMBLE

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

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

### 1.02 FEMININE/MASCULINE PRONOUNS

Wherever the feminine pronoun is used in this Agreement, it includes the masculine pronoun and vice versa where the context 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 nonrecurring 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 his probation period will be credited with the appropriate seniority.

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

### 2.02 PART-TIME COMMITMENT

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

### 2.03 REGULAR PART-TIME EMPLOYEE

A regular part-time employee is an employee regularly employed for less than 18.75 hours per week and who makes a commitment to the Hospital to be available to be scheduled for work by the Hospital on a regular pre-determined basis and in respect of whom such pre-determined scheduling occurs.

## 2.04 CASUAL EMPLOYEE

A casual employee is an employee employed on a relief or replacement basis and is available for call-ins as circumstances demand.

## ARTICLE 3 - RELATIONSHIP

### 3.01 NO DISCRIMINATION

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

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

### 3.02 ATTENDANCE MANAGEMENT

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

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

## ARTICLE 4 – STRIKES & LOCKOUTS

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

## ARTICLE 5 – UNION SECURITY

### 5.01 T-4 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 and phone number(s) it has on record of all members of the bargaining unit twice a year in electronic form.

## 5.03 EMPLOYEE INTERVIEW

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

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

## 5.04 NO OTHER AGREEMENTS

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

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

# ARTICLE 6 – UNION REPRESENTATION AND COMMITTEES

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

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

## 6.02 LABOUR-MANAGEMENT COMMITTEE

- a) Where the parties mutually agree that there are matters of mutual concern and interest that would be beneficial if discussed at a Labour Management Committee Meeting during the term of this Agreement, the following shall apply.
- b) An equal number of representatives of each party as mutually agreed shall meet at a time and place mutually satisfactory. A request for a meeting hereunder will be made in writing prior to the date proposed and accompanied by an agenda of matters proposed to be discussed, which shall not include matters that are properly the subject of grievance or negotiations for the amendment or renewal of this agreement.

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

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

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

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

### 6.03 LOCAL BARGAINING COMMITTEE

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

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

### 6.04 CENTRAL BARGAINING COMMITTEE

- a) In central bargaining between the Canadian Union of Public Employees and the participating hospitals, an employee serving on the Union's Central Negotiating Committee shall be paid for time lost from his normal straight time working hours at his 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 his normal straight time working hours at his regular rate of pay and without loss of leave credits for two (2) days of preparation time for such central negotiating meetings with the Hospital's Central negotiating Committee. Upon reference to arbitration, the Negotiating Committee members shall receive unpaid time off for the purpose of attending arbitration hearings.

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

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

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

#### 6.05 UNION STEWARDS

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

#### 6.06 GRIEVANCE COMMITTEE

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

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

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

## ARTICLE 7 – GRIEVANCE AND ARBITRATION PROCEDURE

- 7.01 For purposes of this Agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of the Agreement including any question as to whether a matter is arbitrable.
- 7.02 At the time formal discipline is imposed or at any stage of the grievance procedure an employee shall have the right upon request to the presence of his/her 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 he has first given his immediate supervisor the opportunity of adjusting his complaint. The grievor may have the assistance of a union steward if he or she so desires. Such complaint shall be discussed with his 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 his 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 his decision in writing within nine (9) calendar days following the day on which the grievance was presented to him. Failing settlement or response, then:

### Step No. 2

Within nine (9) calendar days following the decision in Step No.1, the grievance may be submitted in writing to the (designated by 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 he 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 his 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 his probationary period that he has been unjustly discharged or suspended shall be treated as a grievance if a written statement of such grievance is lodged by the employee with the Hospital at Step No. 2 within seven (7) calendar days after the date the discharge or suspension is effected. Such special grievance may be settled under the Grievance or Arbitration Procedure by:

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

Wherever the Hospital deems it necessary to suspend or discharge an employee, the Hospital shall notify the Union of such suspension or discharge in writing. The Hospital agrees that it will not suspend, discharge or otherwise discipline an employee who has completed his 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 FILES

### 8.01 ACCESS TO PERSONNEL FILE

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

### 8.02 CLEARING OF RECORD

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

## ARTICLE 9 – SENIORITY

### 9.01 PROBATIONARY PERIOD

A new employee will be considered on probation until he has completed sixty (60) days of work (or 450 hours of work for employees whose regular hours of work are other than the standard workday), within any twelve (12) calendar months. Upon completion of the probationary period he shall be credited with seniority equal to sixty (60) working days. With the written consent of the Hospital, the probationary employee and the President of the Local Union or designate, such probationary period

may be extended. Any extensions agreed to will be in writing and will specify the length of the extension. The release or discharge of an employee during the probationary period shall not be the subject of a grievance or arbitration unless the probationary employee is released for reasons which are arbitrary, discriminatory, in bad faith, or for exercising a right under this Agreement.

#### 9.02 DEFINITION OF SENIORITY

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

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

Seniority will operate on a bargaining unit wide basis.

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

#### 9.03 LOSS OF SENIORITY

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

- a) resigns;
- b) is discharged and not reinstated through the grievance/arbitration procedure;
- c) is retired;
- d) is absent from scheduled work for a period of three (3) or more consecutive working days without notifying the Hospital of such absence and providing to the Hospital a satisfactory reason;
- e) has been laid off for forty-eight (48) months;
- f) if the employee has been laid off and fails to return to work within seven (7) calendar days after that employee has been notified by the 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

Unless otherwise provided in the Collective Agreement:

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

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

#### 9.05 JOB POSTING

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

9.06 TRANSFER AND SENIORITY OUTSIDE THE BARGAINING UNIT

- a) It is understood that an employee shall not be transferred by the Hospital to a position outside the bargaining unit without his 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 he or she shall be credited with the seniority held at the time of transfer and resume accumulation from the date of his or her return to the bargaining unit. An employee not returned to the bargaining unit within 24 months shall forfeit bargaining unit seniority.
- c) In the event an employee transferred out of the bargaining unit under (a) or (b) above is returned to the bargaining unit within a period of twelve (12) calendar months, he shall accumulate seniority during the period of time outside the bargaining unit.

9.07 A) TRANSFER OF SENIORITY AND SERVICE

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

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

- i) an employee whose status is changed from full-time to part-time shall receive full credit for his seniority and service;
- ii) an employee whose status is changed from part-time to full-time shall receive credit for his 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 his 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 he not transferred.

9.07 B) PORTABILITY OF SERVICE

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

(1) year of related experience in the classification upon completion of the employee's probationary period. It is understood and agreed that the foregoing shall not constitute a violation of the wage schedule under the collective agreement.

9.07 C) TRANSFORMATION IN HEALTH CARE

Seniority Recognition

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

Right to Return or Transfer

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

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

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

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

9.08 A) NOTICE AND REDEPLOYMENT COMMITTEE

a) Notice

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

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

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

- b) A layoff shall not include a reassignment of an employee from her or his 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 employee's skills, abilities, qualifications and training or training requirements;
- iii) the reassignment of the employee does not result in a reduction of the employee's wage rate or hours of work;
- iv) the job to which the employee is reassigned is located at the employee's original work site or at a nearby site in terms of relative accessibility for the employee;
- v) the job to which the employee is reassigned is on the same or substantially similar shift or shift rotation; and
- vi) where more than one employee is to be reassigned in accordance with this provision, the reassigned employees shall be entitled to select from the available appropriate vacancies to which they are being reassigned in order of seniority provided no such selection causes or would cause a layoff or bumping.

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

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

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

- i) Committee Mandate

The mandate of the Redeployment Committee is to:

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

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

ii) Committee Composition

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

Meetings of the Redeployment Committee shall be held during normal working hours. Time spent attending such meetings shall be deemed to be work time for which the representative(s) shall be paid by the Hospital at his or her 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 his or her 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 his/her 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 he or she has 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 he or she was 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 his or her proper address being on record with the Hospital.

#### 9.10 RETRAINING

- a) Retraining for Positions within the Hospital

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

- i) Opportunities to fill vacant positions identified by the Hospital Redeployment Committee through retraining shall be offered to employees who apply and would qualify for the position with the available retraining in order of their seniority until the list of any such opportunities is exhausted. Opportunities to fill vacancies outside of CUPE bargaining units may be offered by the Hospital in its discretion.
- ii) The Hospital and the Union will cooperate so that employees who have received notice of permanent layoff and been approved for retraining in order to prevent a layoff will have their work schedules adjusted in order to enable them to participate in the retraining, and scheduling and seniority requirements may by mutual agreement be waived. The Redeployment Committee will seek the availability of any federal or provincial retraining program funds to cover the cost of tuition, books and travel, as well as any wages eligible under the terms of such program.

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

b) Placement

Upon successful completion of his or her 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 9.10(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.

#### 9.11 SEPARATION ALLOWANCES

- a) Where an employee resigns within 30 days after receiving notice of layoff pursuant to article 9.08(A)(a)(ii) that his or her position will be eliminated, he or she 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 his or her position will be eliminated, he or she 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.

#### 9.12 TECHNOLOGICAL CHANGE

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

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

Where new or greater skills are required than are already possessed by affected employees under the present 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.

#### 9.13 REGISTERED PRACTICAL NURSE PROFESSIONAL DEVELOPMENT/SCOPE OF PRACTICE

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

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

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

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

#### 9.14 PROFESSIONAL RESPONSIBILITY, PATIENT CARE, WORKLOADS & STAFFING

(The following clause is applicable to Registered Practical Nurses only)

- a) The parties agree that optimal patient care is, and safe working conditions are, enhanced if concerns relating to professional responsibility, patient care, workloads and staffing issues are resolved in a timely and effective manner with communications between the parties being:
  - i) professional;
  - ii) courteous;
  - iii) collegial;
  - iv) respectful; and
  - v) focused on resolving the issue, not on the individuals.
- b) Employees are encouraged to raise their concerns with their immediate supervisor within forty-eight (48) hours.
- c) Upon receipt of a response from the supervisor within five (5) working days, if the employee or group of employees in (b) above are not satisfied, the employee or group of employees may, within forty-eight (48) hours, submit a workload complaint form (attached at appendix B) to the Chief Nursing Officer, with a copy to the Union. A meeting shall be held within thirty (30) days of

a request from the employee or group of employees, who may be accompanied to this meeting by a Union representative. The Chief Nursing Officer will respond in writing to the employee, or group of employees, with a copy to the Union if applicable, within fifteen (15) days.

- d) Upon receipt of a written response from the Chief Nursing Officer, if the employee or group of employees in (c) above are not satisfied, the employee or group of employees, who may be accompanied by their Union Representative, may, within forty-eight (48) hours, request a meeting with the Chief Executive Officer (or her/his designate) and such meeting shall be held within thirty (30) days. The Chief Executive Officer (or her/his designate) will respond in writing to the employee, or group of employees, within fifteen (15) days of the meeting, with a copy to the Union if applicable.
- e) It is agreed and understood that an employee or group of employees may in exceptional and urgent cases request an immediate meeting with the Chief Nursing Officer who will make every reasonable effort to accommodate the request. The timelines provided for in (d) above will apply failing resolution at this meeting.
- f) Only the timelines set out above are subject to Article 7 – Grievance and Arbitration Process.

#### 9.15 WORK-LOADS

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

## ARTICLE 10 – CONTRACTING OUT

### 10.01 CONTRACTING OUT

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

### 10.02 CONTRACTING OUT

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

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

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

#### 10.03 CONTRACTING IN

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 June 1, 1986.

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

### ARTICLE 12 – LEAVES OF ABSENCE

#### 12.01 PERSONAL LEAVE

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

#### 12.02 UNION BUSINESS

- a) The Hospital shall grant leave of absence without pay to employees to attend Union conventions, seminars, education classes and other Union business in connection with the

administration of the collective agreement provided that such leave will not interfere with the efficient operation of the Hospital. Such leave will not be unreasonably denied.

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

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

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

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

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

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

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

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 his intention to return to work at least four (4) weeks prior to the date of such return. The employee shall be returned to his 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) 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 his 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 his intention to return to work at least four (4) weeks prior to the date of such return. The employee shall be returned to his 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 his or her aunt or uncle, niece or nephew.

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

## 12.05 JURY & WITNESS DUTY

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 he 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 his regularly scheduled day off, he shall be paid for all hours actually spent at such hearings at his regular straight time hourly rate subject to (a), (b) and (c) above.

## 12.06 PREGNANCY LEAVE

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

employee's unemployment insurance cheque stubs shall constitute proof that she is in receipt of Employment Insurance pregnancy benefits.

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

In addition to the foregoing, the Hospital will pay the employee ninety-three percent (93%) of her 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 she not been on pregnancy leave, the employee shall be reinstated to her former duties, on the same shift in the same department, and at the same rate of pay.

#### 12.07 PARENTAL LEAVE

- 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 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 his or her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Hospital at least two (2) weeks in advance thereof.

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

In addition to the foregoing the Hospital shall pay the employee ninety-three percent (93%) of his or her 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 he or she not been on parental leave, the employee shall be reinstated to her former duties, on the same shift in the same department, and at the same rate of pay.

## 12.08 EDUCATION LEAVE

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

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

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

## 12.09 PRE-PAID LEAVE PLAN

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

- a) The plan is available to employees wishing to spread four (4) years' salary over a five (5) year period, in accordance with Part LXVIII of the Income Tax Regulations, Section 6801, to enable them to take a one (1) year leave of absence following the four (4) years of salary deferral.
- b) The employee must make written application to the Hospital at least six (6) months prior to the intended commencement date of the program (i.e. the salary deferral portion), stating the intended purpose of the leave.
- c) The number of employees that may be absent at any one time shall be determined between the local parties. The year for purposes of the program shall be September 1 of one year to August 31 the following year or such other twelve (12) month period as may be agreed upon by the employee, the local Union and the Hospital.
- d) Where there are more applications than spaces allotted, seniority shall govern.
- e) During the four (4) years of salary deferral, 20% of the employee's gross annual earnings will be deducted and held for the employee and will not be accessible to the employee until the year of the leave or upon withdrawal from the plan.
- f) The manner in which the deferred salary is held shall be at the discretion of the Hospital.
- g) All deferred salary, plus accrued interest, if any, shall be paid to the employee at the commencement of the leave or in accordance with such other payment schedule as may be agreed upon between the Hospital and the employee.
- h) All benefits shall be kept whole during the four (4) years of salary deferral. During the year of the leave, seniority will accumulate. Service for the purpose of vacation and salary progression and other benefits will be retained but will not accumulate during the period of leave. The employee

shall become responsible for the full payment of premiums for any health and welfare benefits in which the employee is participating. Contributions to the Hospitals of Ontario Pension Plan will be in accordance with the Plan. The employee will not be eligible to participate in the disability income plan during the year of the leave.

- i) An employee may withdraw from the plan at any time during the deferral portion provided three (3) months notice is given to the Hospital. Deferred salary, plus accrued interest, if any, will be returned to the employee within a reasonable period of time.
- j) If the employee terminates employment, the deferred salary held by the Hospital plus accrued interest, if any, will be returned to the employee within a reasonable period of time. In case of the employee's death, the funds will be paid to the employee's estate.
- k) The Hospital will endeavour to find a temporary replacement for the employee as far in advance as practicable. If the Hospital is unable to find a suitable replacement, it may postpone the leave. The Hospital will give the employee as much notice as is reasonably possible. The employee will have the option of remaining in the Plan and rearranging the leave at a mutually agreeable time or of withdrawing from the Plan and having the deferred salary, plus accrued interest, if any, paid out to the employee within a reasonable period of time.
- l) The employee will be reinstated to his or her 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 his or her Hospital that he or she 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 he or she not been on compassionate care leave, the employee shall be reinstated to her former duties, on the same shift in the same department, and at the same rate of pay.
- d) The employee and the Hospital will continue to pay their respective shares of the benefits and pension premiums.

### ARTICLE 13 – SICK LEAVE, INJURY AND DISABILITY

#### 13.01 INJURY PAY

If an employee is injured on the job and his supervisor excuses him from further duty for the balance of his 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.

## ARTICLE 14 – HOURS OF WORK

### 14.01 DAILY & WEEKLY HOURS OF WORK

The standard hours of work shall be up to seven and one-half (7 ½) in a day unless the employee works in a department or unit that has introduced an extended tour schedule.

### 14.02 REST PERIODS

Part-time employees shall be entitled to a paid rest period of fifteen (15) minutes for each three and three-quarter (3 ¾) hours of work.

### 14.03 ADDITIONAL REST PERIODS

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

### 14.04 EXTENDED TOURS

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

### 14.05 JOB SHARING

- a) Job sharing is defined as two permanent employees sharing one full-time position. All job sharing arrangements shall be subject to the approval of the Hospital and the agreement of the Union.
- b) Before any job sharing arrangement is approved, the Hospital and the Union must determine locally:
  - i) The resulting vacancy or vacancies to be posted in accordance with Article 9.05; and
  - ii) The terms and conditions governing the introduction and discontinuance of such job sharing arrangements.
- c) The employees involved in a job sharing arrangement will be classified as regular part-time and will be covered by the provisions of this agreement applicable to part-time employees, except that any full-time employee who enters a job sharing arrangement may continue participation in the group health and welfare benefit programs set out in Article 18.01 provided the employee pays the full amount of the monthly premiums during the job sharing period.

## ARTICLE 15 – PREMIUM PAYMENT

### 15.01 DEFINITION OF REGULAR STRAIGHT TIME RATE OF PAY

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

15.02 DEFINITION OF OVERTIME

Overtime means authorized hours worked in excess of seven and one-half (7 ½) hours in a day or seventy-five (75) hours in a bi-weekly pay period or as outlined in Article 14.04 if working an extended tour.

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 his or her straight time hourly rate for all additional contiguous overtime hours worked.

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

15.04 TIME OFF IN LIEU OF OVERTIME

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

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

15.05 REPORTING PAY

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

15.06 CALL-BACK

Where employees are called back to work after having completed a regular shift, and prior to the commencement of their next regular shift, they shall receive a minimum of four (4) hours of work or four (4) hours pay at the rate of time and one-half (1-1/2) their regular hourly earnings. Superior provisions shall remain.

Effective June 13, 2023, where employees are called back to work after having completed a regular shift, and prior to the commencement of their next regular shift, they shall receive a minimum of four

(4) hours of work or four (4) hours of pat at the rate of two (2) times their regular hourly earnings. Superior provisions shall remain.

15.07 STANDBY

An employee who is required to remain available for duty on standby, outside the normal working hours for that particular employee, shall receive standby pay in the amount of \$3.30 per hour for all hours on standby. Effective September 29, 2016, where such standby duty falls on a paid holiday, as set out in the Appendix of Local Provisions, the employee shall receive standby pay in the amount of \$4.90 per hour.

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

15.08 TEMPORARY TRANSFER

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

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

15.09 SHIFT AND WEEKEND PREMIUM

Employees shall be paid a shift premium of one dollar and twenty cents (\$1.20) per hour for all hours worked where the majority of their scheduled hours fall between 1500 and 0700 hours.

The same one dollar and twenty cents (\$1.20) 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.

## ARTICLE 16 – HOLIDAYS

16.01 PAYMENT FOR WORKING ON A HOLIDAY

The holidays listed in the part-time local Appendix for the purposes of Article 16.01 shall be the same holidays as are listed in the full-time Local Provisions Appendix.

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

16.02 PAYMENT FOR WORKING OVERTIME ON A HOLIDAY

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

## ARTICLE 17 – VACATIONS

### 17.01 VACATION ENTITLEMENT, QUALIFIERS AND CALCULATION OF PAYMENT

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

#### Progression on Vacation Schedule

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

### 17.02 WORK DURING VACATION

Should an employee who has commenced his scheduled vacation and agrees upon request by the Hospital to return to perform work during the vacation period, the employee shall be paid at the rate of one and one-half (1-1/2) times his 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 he has so worked.

### 17.03 BEREAVEMENT DURING VACATION

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

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

## ARTICLE 18 – HEALTH & WELFARE

### 18.01 BENEFITS FOR PART-TIME EMPLOYEES

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

### 18.02 UNION EDUCATION

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

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

## ARTICLE 19 – HEALTH & SAFETY

### 19.01 PROTECTIVE FOOTWEAR

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

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

### 19.02 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, she or he will be reassigned during the outbreak period, unless reassignment is not possible, in which case he or she will be placed on unpaid leave. If an employee is placed on unpaid leave, she or he can use banked lieu time or vacation credits in order to keep her or his 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, she or he 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*.

#### 19.03 VIOLENCE

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;
  - 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, “break-free” and safe immobilization / detainment / restraint.

“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.

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

20.01 B) JOB DESCRIPTIONS

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

20.02 ASSIGNMENT OF DUTIES FROM ANOTHER CLASSIFICATION

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

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

employee. Training shall be given during the hours of work whenever possible and may extend for up to six months.

#### 20.03 PROMOTION TO A HIGHER CLASSIFICATION

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

#### 20.04 WAGES AND CLASSIFICATION PREMIUMS

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

#### 20.05 PROGRESSION ON THE WAGE GRID

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

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

### ARTICLE 21 – FISCAL ADVISORY COMMITTEE

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

- a) The Union's representative(s) will be included in the consultation and planning process from the early phases of the budget planning process, through representation on the Fiscal Advisory Committee or equivalent committee to its final stages of completion, to assist the Hospital in minimizing layoffs or job loss, and in developing labour adjustment strategies where necessary, and in otherwise minimizing adverse effects on CUPE-represented employees through program or service restructuring.
- b) Where the Hospital experiences unforeseen circumstances such that will necessitate changes to its budgetary plans which have been approved by the Ministry of Health, or the Local Health Integration Network, the Hospital agrees that revisions to the budget will be carried out in consultation with the Union.
- c) In furtherance of the foregoing, and, where possible, in advance of any scheduled FAC or equivalent committee meeting, the Hospital agrees to provide to the Union in a timely way any financial and staffing information pertinent to its budget, or to any other re-structuring plan that would affect the Union's members.
- d) It is understood that employee time spent at FAC or equivalent committee meetings with the employer in pursuance of the above shall be deemed to be work time for which the employee shall be paid by the Hospital at his or her regular or premium rate as may be applicable.

## ARTICLE 22 – APPRENTICESHIP COMMITTEE

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

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

## ARTICLE 23 – DURATION

### 23.01 TERM

This agreement shall be binding and continue in effect and shall continue from year to year unless either party gives written notice to the other party of its desire to bargain for amendments within ninety (90) days prior to the termination date of September 28, 2021. Upon receipt of such notice by one party or the other, both parties will meet thereafter for the purpose of bargaining.

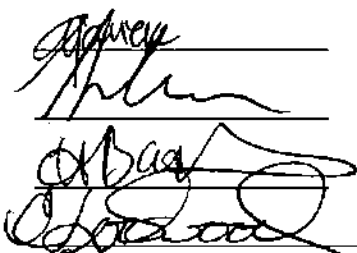
### 23.02 CENTRAL BARGAINING

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

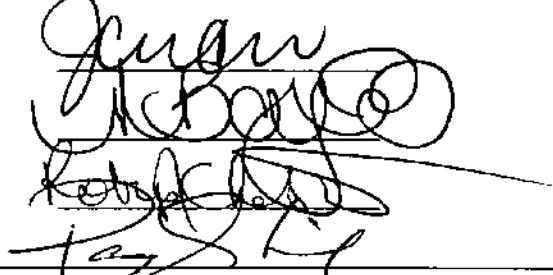
It is understood and agreed that "local matters" means, those matters which have been determined by mutual agreement between the central negotiating committees respectively representing each of the parties to this Agreement as being subjects for local bargaining directly between the parties to this Agreement.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

Dated at on this 27<sup>th</sup> day of August 2024.

FOR THE HOSPITALS



FOR THE LOCAL UNION



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*Sevadke*  
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**LETTER OF UNDERSTANDING  
Re: Voluntary Part-time Benefits**

If the local parties agree, the Hospital will provide part-time employees with the option of voluntary participation in any and all of the group health and welfare benefit programs set out in Article 18.01 of the Full-Time collective agreement. 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.

**FOR THE HOSPITALS**

*George*  
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*Mike*  
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*OBrian*  
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*John*  
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*Harold*  
\_\_\_\_\_  
*John*  
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**FOR THE UNION**

*John*  
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*Robert*  
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*Robert*  
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**LETTER OF UNDERSTANDING  
RE: RPN Rates**

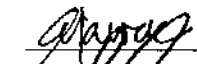
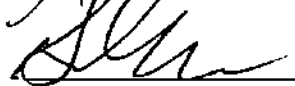
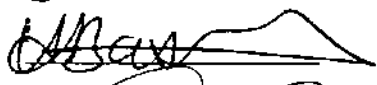
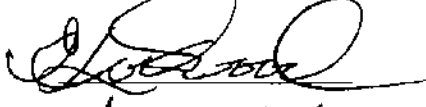

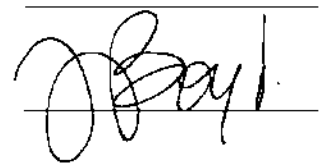
CUPE and the Participating Hospitals agree to establish a provincial working group consisting of up to three representatives each, to discuss the issue of RPN rates across the province, and the feasibility of moving towards a provincial or common wage rate.

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

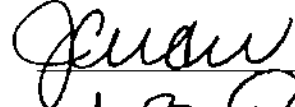
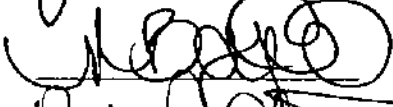
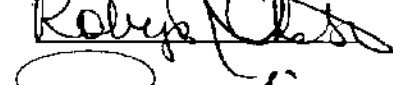
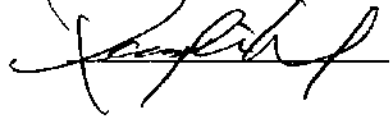
CUPE members will be granted such time off as is required to attend joint meetings of the working group. The time spent by the CUPE members to attend joint meetings of the working group will be deemed time worked and CUPE members will be compensated at their regular straight time hourly rate.

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

FOR THE HOSPITALS

  
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FOR THE UNION

  
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# Memorandum of Agreement

Between:  
The Participating Hospitals/ OHA  
- and -  
The Ontario Council of Hospital Unions/ CUPE

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

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

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

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



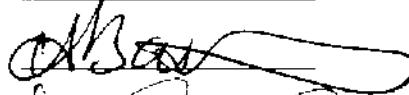


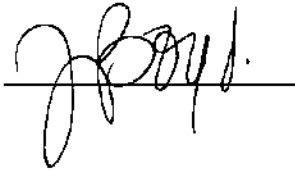
And Whereas the Hospitals and the Union wish to ensure that eligible employees receive comprehensive and accurate information about their coverage and entitlements;

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

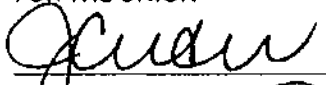

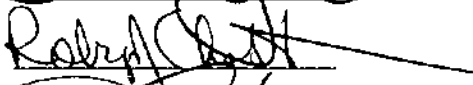

1. Within thirty days of the ratification by the Hospitals and the Union of the collective agreement, a provincial Joint Benefits Committee (“the Committee”) will be established.
2. Both the Hospitals and the Union will nominate three members of the Committee and appoint co-chairs. The Committee will meet and mutually select a third-party facilitator. Failing to do so, William Kaplan will appoint the facilitator.
3. The Hospitals and the Union will be responsible for their own expenses, but they will share equally in the fees of the expenses of the facilitator.
4. The Committee will meet monthly or as otherwise agreed by the parties or directed by the facilitator.
5. The Committee will immediately request from all participating hospitals a copy of their current benefit plan master policies as they pertain exclusively to CUPE and booklets to be provided within 90 days of the request.
6. The Committee will review those plans and determine what, if any, variations exist among the plans.
7. The Committee will also consider whether, without reducing the level of benefits provided at each individual participating hospital, there are cost saving mechanisms available to the parties.

8. The Committee may retain expert assistance, the cost of which shall be borne equally by the Hospitals and the Union. Should the Hospitals and the Union not agree on retaining expert assistance, the decision of the facilitator shall be binding.
  
9. The Committee shall complete its work and prepare a final report within eighteen months, unless the parties agree otherwise. The parties agree that this memorandum of agreement and the report of the Committee shall not be introduced or relied upon by either party in any proceedings whatsoever. However, it is agreed and understood that the data collected may be relied upon by either party for any purpose in any proceeding.

FOR THE HOSPITALS

  
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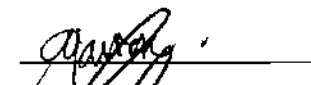


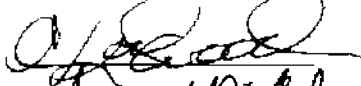


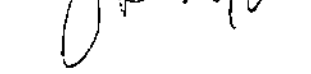
FOR THE UNION

  
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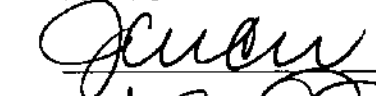
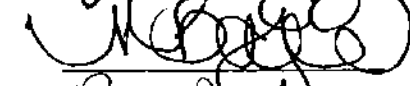


**LETTER OF UNDERSTANDING**  
**Re: Grievances Related to Article 3.02**

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

FOR THE HOSPITALS

  
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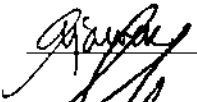
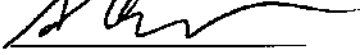
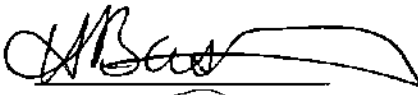



FOR THE UNION

  
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**LETTER OF UNDERSTANDING  
RE: Workload Complaint Form**

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

**FOR THE HOSPITALS**

  
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**FOR THE UNION**

  
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## APPENDIX A: RPN WORKLOAD COMPLAINT FORM

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

### SECTION 1: INFORMATION

Name(s) Of Employee(s) Reporting:

Employer: Unit/Program:

Date of Occurrence: Time:

7.5 Hr Shift  11.25Hr Shift

Name of Supervisor: Date/Time Submitted:

### SECTION 2: DETAILS OF OCCURRENCE

Provide a concise summary of the occurrence:

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

### SECTION 3: INITIAL ATTEMPT AT RESOLUTION

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

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

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No Why not? \_\_\_\_\_

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

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

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

No      Why not? \_\_\_\_\_

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

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

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

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

No      Why not? \_\_\_\_\_

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

**SECTION 4: WORKING CONDITIONS/CONTRIBUTING FACTORS**

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

# of scheduled staff     RPN \_\_\_\_\_     RN \_\_\_\_\_     Unit Clerk \_\_\_\_\_     Service Support \_\_\_\_\_  
# of staff working     RPN \_\_\_\_\_     RN \_\_\_\_\_     Unit Clerk \_\_\_\_\_     Service Support \_\_\_\_\_  
# of agency staff     Yes      How many? \_\_\_\_\_     No  
# of RPNs on overtime  Yes      How many? \_\_\_\_\_     No

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

Absence/Emergency leave     Sick call(s)     Vacancies

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

Change in patient acuity. Provide details: \_\_\_\_\_

Number of beds. Provide details: \_\_\_\_\_

Number of Admissions. Provide details: \_\_\_\_\_

Number of Discharges. Provide details: \_\_\_\_\_

Other. Please specify and provide details: \_\_\_\_\_

SECTION 5: RPN RECOMMENDED SOLUTIONS

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

- In-service
- Review nurse/patient ratio
- Float/casual pool
- Adjust RPN staff
- Replace sick calls, vacations, paid holidays or other absences
- Orientation
- Review policy/procedures
- Adjust supporting staff
- Equipment

Provide details for each checked box above: \_\_\_\_\_  
\_\_\_\_\_

Other solutions: \_\_\_\_\_

SECTION 6: EMPLOYEE SIGNATURES

Signature Phone #

Signature Phone #

Signature Phone #

Date submitted:

SECTION 7: MANAGEMENT COMMENTS

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

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

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

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

*Step 3 If the supervisor’s response is unsatisfactory, the employee(s) may submit\* a Workload Complaint Form to the CNO within 48 hours, with a copy to the Union. A meeting with the CNO will be held within 30 days. A Union representative may attend this meeting.*

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

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

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

*\*This form may be submitted via email.*

## APPENDIX B: NON-RPN WORKLOAD COMPLAINT FORM

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

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

### SECTION 1: GENERAL INFORMATION

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

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

Unit/Area/Program: \_\_\_\_\_ Site/Location: \_\_\_\_\_  
Date of Occurrence \_\_\_\_\_ Time of Occurrence: \_\_\_\_\_  
Shift Length:  7.5 hr.  11.25 hr.  Other \_\_\_\_\_  
Name of Manager/Supervisor: \_\_\_\_\_ Time Notified: \_\_\_\_\_  
Date Form Submitted to Employer: \_\_\_\_\_

### SECTION 2: WORKING CONDITIONS

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

Type of Work Being Performed (please describe)

_____
_____
_____
_____
_____

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

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

_____
_____
_____
_____

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**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.):

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**SECTION 4: REMEDY**

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:

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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:

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Was it resolved      Yes            No     

Provide details of how it was or was not resolved:

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SECTION 5: RECOMMENDATIONS

To correct this problem, I/we recommend:

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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:

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**LETTER OF UNDERSTANDING**

**Re: Commitment to Equity, Diversity and Inclusivity**

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

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

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


To support this commitment, where a committee or other hospital forum does not already exist, the local parties will endeavour in the first year of the collective agreement to establish a committee or other hospital forum. The local parties will coordinate to integrate at least one (1) representative, and one (1) alternate, selected or appointed by the Union from amongst bargaining unit employees to join said committee. The committee will meet on a frequency as determined by the committee. The committee will discuss, research and implement strategies, initiatives, and training programs aimed at promoting equity, diversity, and inclusion in the hospital in effective and meaningful ways.

Where a committee or other hospital forum currently exists, at least one (1) representative, and one (1) alternate, from the bargaining unit will be integrated onto the committee or other hospital forum.

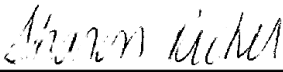
DATED this 22<sup>nd</sup> day of September 2021.

ON BEHALF OF  
CANADIAN UNION OF PUBLIC EMPLOYEES:

ON BEHALF OF  
THE PARTICIPATING HOSPITALS:

  
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Stella Leadon

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Paul Cifarelli

Jadira Belli

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APPENDIX OF LOCAL PROVISIONS  
TO THE COLLECTIVE AGREEMENT

BETWEEN

JOSEPH BRANT HOSPITAL  
(hereinafter called the "Hospital")

AND

CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 1065 (Part-Time)  
(hereinafter called the "Union")

## Article A - Recognition and Purpose

- A-1 Whereas the Union has been certified by the OLRB, the Hospital recognizes the Union as the sole and exclusive bargaining agent of the employees concerned.

## Article B - SCOPE

- B-1 This Agreement shall apply to all employees of the Joseph Brant Memorial Hospital at Burlington, Ontario regularly employed less than full-time hours (.5 on a bi-weekly basis or in other words less than 37.5 hours on a bi-weekly basis) save and except supervisors, person above the rank of supervisors, professional medical staff, graduate nursing staff, undergraduate nurses, graduate pharmacists, undergraduate pharmacists, graduate dieticians, student dieticians, technical personnel other than those delineated in Schedule "A", Director of Engineering & Building Services, the President & CEO., the Senior Vice-President, Vice-President Division Of Nursing, Vice-President Human Resource & Hospital Services, Vice-President Finance & Supply Services, Director of Financial Services, the Director of Human Resource Services, Accountants, Manager Admitting & Registration Services, Health Records Administrators, Health Record Technicians, Hospital Librarian, employees in the Human Resource Department, Secretary to the President & C.E.O., Secretary to the Senior Vice-President, Secretary to the Vice-President Division of Nursing, Secretary to the Vice-President Human Resource & Hospital Services, Secretary to Vice-President Finance & Supply Services, Secretary to the Vice-President Foundation and Community Services, Secretary to the Director of Financial Services, Secretary to the Director of Nursing, Secretary to the Medical Staff, Secretary to the Director of Radiology, Secretary to the Director of Laboratory. Secretary to the Director of Psychiatry, Supervisor and Dispatcher in S.P.D., Head Orderly, Head Ward Clerk, Supervisor Medical Transcription Centre, Payroll Clerks, the Foundation Staff, employee's of the Tim Horton's and persons in bargaining units for which a trade union held bargaining rights as of December 8, 2009.

## Article C - Management Rights

- C-1 Except as specifically abridged, delegated, granted or modified by this agreement, all the rights, powers and authority the Hospital has prior to the execution of this agreement are retained by the Hospital Management and remain exclusively and without limitation within the rights of Management.
- C-2 Without limiting the generality of the foregoing, Management's functions shall include:
- a) The right to maintain order, discipline and efficiency, and in connection therewith, to make, alter, and enforce from time to time, rules and regulations, policies and practices to be observed by its employees, and the right to discipline or discharge employees for cause. The Hospital will advise the Union of any changes in such rules and regulations to be observed by the employees, prior to implementation.
  - b) The right to select, hire, discipline, discharge, transfer, assign to shifts, promote, demote, classify, lay off, recall, suspend and retire employees and select employees for positions excluded from the bargaining unit, provided that no employee shall be transferred out of the bargaining unit against his wishes.
  - c) The direction of the working forces; the right to plan, direct and control the operation of the Hospital; the right to introduce new and improved methods and facilities, equipment, and

amount of supervision of personnel necessary, work schedules, establishment of standards of quality, the determination of the extent to which the Hospital will be operated, and the increase and decrease in employment arising there from.

- d) The sole and exclusive jurisdiction over all operations, buildings, machinery, equipment and tools shall be vested in the Hospital.

## Article D - Union Security

- D-1 All present employees who are not members of the Union shall not be compelled to become members of the Union.
- D-2 All employees who are members of the Union as of the effective date of this agreement shall, as a condition of continuing employment with the Hospital, be required to remain members in good standing of the Union for the duration of this Agreement.
- D-3 All employees who are hired on or after the effective date of the agreement shall, upon completion of the probationary period prescribed in Article 9, as a condition of continuing employment with the Hospital, be required to become and remain members in good standing of the Union for the duration of the agreement.
- D-4 On and after the effective date of the agreement, all employees shall, as a condition of continuing employment with the Hospital, authorize the employer in writing on the form provided for this purpose to deduct from their wages the Union Initiation fees and each month the amount of dues set forth from time to time in the constitution and By-Laws of the Union. Union dues will be deducted from all employees from the first day of employment.
- D-5 The employer shall forward such dues to the Secretary-Treasurer of the Union not later than the 15th day of the month next following the month in which they were deducted. The employer shall provide the Union each month with a list in duplicate of the names of the employees from whose pay dues deductions have been made.
- D-6 The union agrees to save the Hospital harmless with respect to all deductions from an employee's pay, as provided herein.
- D-7 The Hospital shall maintain a seniority list showing the date upon which each employee's service commenced. An up-to-date seniority list shall be sent to the Union Secretary and posted on all Bulletin Boards in March and September of each year or upon request of the Union.
- D-8 The Hospital shall provide, in January and June each year, a mailing list including current addresses and phone numbers for all members of the local union of the Canadian Union of Public Employees. Union members who do not want the union to have this information shall notify the Hospital of such in writing.
- D-9 When remitting union dues to the union, the Hospital shall include a list of the name and classification of each employee and the amount of union dues deducted from the employee, on a monthly basis.

## Article E - Union Representation

- E-1 The Hospital agrees to recognize the following representatives of the Union whose names shall be given to the Hospital:
- a) Five (5) Stewards in total, each Steward from a different department.
  - b) Four (4) members in total of a Negotiating Committee, and the President of the Local, each member from a different department.
  - c) A Union Grievance Committee consisting of four (4) members in total, one (1) of whom is the President of the Local, each member from a different department.
- E-2 One (1) Union Representative in total shall be allowed to have time off without pay, for the purpose of attending the funeral of a member of the bargaining unit.
- E-3 The Union agrees to provide the Hospital with the names of the Union executive members within thirty (30) days of being elected.
- E-4 Employees nominated by the union to attend union conventions, seminars, education classes and other union business in connection with the administration of the collective agreement as per Article 12.02, shall be granted time off without pay provided that the total number of persons absent at any one given time does not exceed two (2), that the total days in any one calendar year does not exceed one hundred (100) and that number nominated does not exceed one from any department. If special circumstances arise, the Union may request additional days and such request will not be unreasonably denied.
- E-5 If the President of the Local is from a different CUPE bargaining unit within the Hospital, or is from a different Employer, the Hospital has no responsibility for payment under E-1 b) or c).

## Article F - Vacations

- F-1 For the purpose of computing vacation entitlement and vacation pay, the vacation year shall be deemed to commence on May 1, of each year and to end on April 30, of the following year.
- F-2 An employee will be given the opportunity to request from choice of vacation dates by March 1 of the vacation year. Employee's only shall indicate their preference for forthcoming spring and summer vacations by March 1 and for fall and winter vacations by September 25 of the previous year. Whenever possible the Hospital shall attempt to grant the employee the requested time off. Where this is not possible, the decision of the Department Head will prevail.
- F-3 Final vacation schedules for employees will be posted by April 1 and November 1.
- F-4 Employees wishing to change vacation periods after they have been posted shall give such requests in writing to the Department Head. Whenever possible, the employee shall give such notice two (2) weeks in advance of the posting of the schedule that is involved. The granting of such request shall not be unreasonably denied.

- F-5 Between December 20 and January 5, where special circumstances arise vacation requests will not be unreasonably denied.
- F-6 When leaving a unit for another your approved vacation goes with you. In cases where a transfer has been accepted, approved vacation shall not be unreasonably denied.
- F-7 In reference to Article 17.01, vacation pay will be paid on the first pay date in May of the current year.
- F-8 Employees who have been granted a personal leave may, if requested by the employee, utilize banked hours.

## Article G - Recognized Holidays

- G-1 The following days are recognized as holidays:

New Year's Day  
Family Day — 3rd Monday in February  
Good Friday  
Easter Monday  
Victoria Day  
Canada Day/July 1  
Civic Holiday  
Labour Day  
Thanksgiving Day  
2nd Monday in November — in honour of Remembrance Day  
Christmas Day  
Boxing Day

- G-2 a) The Hospital will endeavour to grant, where possible, either Christmas Day or New Year's Day off. Scheduling provisions may be waived to facilitate one of these days off. If this is not possible, equally qualified employees in the same department may exchange shifts to accommodate either Christmas or New Year's Day off, with the approval of the supervisor, which will not be unreasonably withheld.

Time off shall be granted to individuals based on time off the previous year and shall alternate yearly.

- b) The Hospital will post the holiday season schedule no later than November 1st of each year.

- G-3 A shift which begins or ends during the 24-hour period of the recognized holiday, where the majority of the hours worked falls within the holiday shall be deemed to be work performed on the holiday for the full period of the shift.

## Article H - Illness

- H-1 The Hospital reserves the right in specific instances to require proof of illness or accident. Employees so required will be given notice to furnish proof. In cases of absence for illness of more than three consecutive days, the Hospital may require a physician's certificate verifying the illness.

H-2 The Union will co-operate with the Management to ensure there is no abuse of the Sick Leave Plan by the employees.

H-3 When reporting off ill, the employee shall notify the designated area as to the cause of absence i.e.: ill/personal/WSIB

For staff whose day tour commences on or prior to 1200 hours - the call should be received by the Manager or designate no later than sixty (60) minutes before the start of his/her tour. It is recognized that an employee may find upon waking that they are not fit to report to work.

For Patient Care Areas Only: (7.5-hour tours)

#### Reporting Off Duty

- a) For the night tour of duty - the call must reach the designated area at least two (2) hours in advance.
- b) For the evening tour of duty - the call must reach the designated area at least two (2) hours in advance.

#### Returning to Work

The employee shall notify the department of return to work:

- a) At least ten (10) hours before the commencement of the day tour; and
- b) at least six (6) hours before the evening or night tour.

Earlier notification is appreciated.

The designated areas for calling in shall be their respective departments except for the following:

- a) All staff working in the Operating Room and Post Anaesthetic Care Unit shall notify Switchboard if the call is placed between 2300 hours and 0730 hours.
- b) All staff working in O.P.P.U. and Endoscopy shall call Switchboard if call placed between 2000 hours and 0700 hours, weekends, and paid holidays.

H-4 The Hospital will compensate a physician for a detailed medical report as appropriate and as requested by the Hospital.

- H-5
- a) The Hospital will notify the President of the Local of the names of all bargaining unit employees who go off work due to work-related injury.
  - b) The Hospital and the Union are committed to a consistent, fair approach to meeting the needs of disabled workers, to restoring them to work which is meaningful for them and valuable to the Hospital, and to meeting the parties' responsibilities under the law.

- c) To that end, the Hospital and the Union agree to cooperate in facilitating the return the work of disabled employees. The Hospital and the Union agree that ongoing and timely communication by all participants in the process is essential to the success of the process.
- d) When it has been medically determined that an employee is unable to return to the full duties of their position to a disability, the Hospital will notify and meet with a member of the Local Executive and a member of CUPE staff (unless such attendance causes an unreasonable delay) to discuss the circumstances surrounding that employee's return to suitable work.
- e) The Union shall receive a copy of all return to work/modified work plans, subject to employee approval.
- f) The Hospital will inform the employee of their right to Union Representation.

## Article I - Hours of Work

### Preamble

Hours of work shall be scheduled in accordance with the requirements of the Hospital. However, the hospital does not guarantee that work will be provided on a regular or any other basis.

I-1 Employees scheduled to work the shifts where there is a change of Daylight Savings Time to Standard Time or vice-versa shall be paid at regular straight time for the actual hours worked on such shifts.

I-2 (Regular Part-Time Only)

All schedules of working hours will be posted at least six (6) week periods and be posted at least four (4) weeks in advance of the week in which they apply. For Departments that have master schedules, they will be posted in an area accessible to employees. Changes to the posted schedule will be reflected in the electronic scheduling system only.

I-3 (Regular Part-Time Only)

The Hospital shall schedule shifts and starting and stopping times and shall:

- a) Not schedule more than five (5) consecutive days of work.
- b) Wherever possible, schedule more than one (1) day off as consecutive days.
- c) The posted schedule mentioned in Article I-2 shall not be changed without an employee being advised in person or by the Department attempting to contact an employee by telephone or email. Where an employee is not advised with three (3) calendar days' notice of such change, the employee shall receive time and one-half (1 ½) his regular straight time hourly rate for the hours worked on the new schedule which differ from his originally scheduled hours. This provision shall not apply where any change in schedule arises from:
  - i) The appointment of an employee to a permanent vacancy, or
  - ii) Any change in schedule request by an employee, or

- iii) Any change in schedule resulting from the accommodation of an employee on a modified work program.
- d) At least one (1) weekend in four (4) shall be scheduled off and more frequently where possible. Should an employee be required to work a fourth (4<sup>th</sup>) consecutive weekend, he shall be paid at time and one-half (1 ½) his basic hourly rate on the fourth (4<sup>th</sup>) consecutive and subsequent consecutive weekend worked. This provision will not apply where:
  - i) such weekend has been worked by the employee to satisfy specific days off requested by such employee, or
  - ii) such employee has requested weekend work, or
  - iii) such weekend is worked as a result of an exchange of shift(s) with another employee.
- e) A period of fifteen and one-half (15 ½) hours off shall be scheduled between change of shift. If an employee is required to report to a second (2<sup>nd</sup>) shift less than fifteen and one-half (15 ½) hours after finishing the first shift, the employee shall be paid at the rate of time and one-half (1 ½) his basic hourly rate for the period worked before the fifteen and one-half (15 ½) hour time allowed for the shift change has expired. This provision shall not apply when:
  - i) An employee exchanges shifts with another employee and works less than fifteen and one-half (15 ½) consecutive hours between change of shift.
- f) When major changes are made to the Master schedule, the reasoning shall be submitted in writing to the Union.
- g) The Hospital will not schedule split shifts. A split shift is defined, for the purpose of this Agreement, as a shift divided by other than normal lunch and rest periods, except where the change of schedule or shift is made at the employee's own request
- h) When scheduling normal shift rotation changes, a period of no less than 24 consecutive hours off shall be scheduled between a change of shift. (i.e., day shift to night shift, night shift to evening shift, etc.)

I-4 (Regular Part-Time Only)

It is understood that a weekend consists of fifty-six (56) consecutive hours off from the completion of the evening shift Friday until the commencement of the day shift on Monday. It is understood that in the event an employee is scheduled off from the completion of the Thursday night shift (i.e. Friday morning) until the commencement of the night shift Sunday night, then this period of time off constitutes a weekend off as defined in this article.

- I-5
  - a) All employees shall be permitted to leave the property of the Hospital for rest and lunch periods. Those employees who so plan to leave the property must notify the Department Director or designate prior to leaving and must report to the Department Director or designate immediately upon return.
  - b) The lunch periods shall be uninterrupted except for emergency situations including CODE or FIRE DRILL.

- I-6 Shift scheduling will be on a fair and equitable basis.
- I-7 (Regular Part-Time Only)  
A request by an employee for a change of scheduled working hours must be submitted in writing and co-signed by the employee willing to make the exchange. Such exchange is subject to the approval of the Hospital and shall not in any event result in additional cost to the Hospital. Requests for schedule changes will be approved or declined within forty-eight (48) hours if submitted between 0730 hours Monday and 1530 hours Friday, of the request being submitted.
- I-8
- a) Within the requirements of the efficient operation of the Hospital, the Hospital will endeavour to offer any overtime on a rotational seniority basis amongst qualified employees within the Hospital department in the job classification involved.
  - b) Credited overtime will be paid concurrent with the regular work performed during the pay period.
  - c) No overtime shall be worked except upon prior authority and instruction of a duly authorized representative of the Hospital. Duly authorized representative of the Hospital to be defined as immediate supervisor or designate.
  - d) An employee who works a second consecutive full shift shall be entitled to the normal rest periods and meal period for the second shift and shall be provided at the time of the meal period with a meal voucher or fifteen dollars (\$15.00) if the Hospital is unable to provide the meal. The meal voucher can be redeemed at Tim Horton's or La Prep.
- I-9 When an employee, who is at work, is required and/or agrees to work overtime hours beyond their regularly scheduled shift, and when such overtime hours result in the shift ending between 2400 to 0600 hours, the Hospital will reimburse, upon the submission of a receipt, the cost of a taxi from the Hospital to the employee's home. It is understood and agreed that this provision does not apply to employees whose regularly scheduled shift ends between 2400 and 0600 hours.
- I-10 If overtime is required, the Hospital, whenever possible, will give as much notice as possible for such overtime.
- I-11 Operating Room Technicians (RPN's) assigned to work in the Operating Room who are scheduled to work the evening shift and who work additional hours immediately following the completion of the evening shift, shall have no less than twelve (12) hours off from the completion of the additional hours until they are required to report for her next schedule shift. Where such time off extends into the next regularly scheduled shift, the employee will maintain her/his regular earnings for the full shift.
- I-12 With respect to Article 2.03, the commitment to be available for regular part-time staff is as follows:
- a) available either Christmas or New Years;
  - b) available six (6) of the remaining paid holidays in addition to the above a);
  - c) available for the months July and August;

- d) available three (3) weekends in four (4);
  - e) available for all three (3) shifts if working 7.5 hour schedule, and for both shifts if working extended tours;
  - f) available for up to 90 hours per posted schedule.
- I-13 Should an employee be called back to duty or called in from stand-by, they shall be provided with transportation by taxi from and to her/his home to a it maximum round trip of twenty (20) miles. In lieu of payment for a taxi, the Hospital will pay the employee car mileage for the round trip to and from her/his home at the rate established for all employees of the Hospital.
- I-14 Within the requirement of efficient operation of the Hospital, the Union President and Recording Secretary will be assigned to shifts that permit their attendance at the Union's regular monthly Membership and monthly Executive Board meetings provided that the Union notifies the Hospital at least three (3) months in advance of the meeting dates, that no premium pay is made to either the President or the Recording Secretary as a result of the changed schedule and that where the President and the Recording Secretary are from the same department, only the President will be assigned to a different shift.
- I-15
- a) If an employee is scheduled off on a Saturday and Sunday, when either the adjoining Friday or Monday is paid holiday, the Hospital will endeavour to schedule the holiday off.
  - b) If an employee is scheduled to work on Saturday or Sunday when either the adjoining Friday or Monday is a paid holiday, the Hospital will endeavor to schedule the employee to work on the holiday.
- I-16 Where any classification in any department has no shift changes e.g. Day to evening and/or evening to night, etc., the senior employee in that classification shall have the right, based on seniority, to elect to work the steady shift.
- I-17 Extended Tour (RPN)

The parties have agreed to the following Extended Tour provisions exclusively for the Job Classification of Registered Practical Nurse (R.P.N.)

1. The purpose of this Letter of Agreement is to vary certain terms of the Collective Agreement for the implementation, scheduling and discontinuation of an extended tour schedule exclusively for the R.P.N. classification. With the exception of specific variations set forth in this Letter of Agreement, all other conditions and terms of the Collective Agreement shall remain in force and in effect. It is understood that insofar as any provision of this Letter of Agreement is in conflict with any provision of the Collective Agreement, the Collective Agreement shall prevail. The terms of this memorandum shall be updated to coincide with the Collective Agreement.
2. Extended tours shall be introduced into any unit when;
  - i) The Hospital agrees to implement the extended tour in the unit. It is understood such agreement by the Hospital shall not be withheld in an unreasonable or arbitrary manner, and

- ii) Eighty percent (80%) of the R.P.N.'s in such unit so indicate by secret ballot
  - iii) The ability to provide a workable staffing schedule without the loss of staff currently employed on the unit.
3. An extended tour may be discontinued in any unit when;
- i) the Hospital because of;
    - a) adverse effects on patient care, or
    - b) inability to provide a workable staffing schedule in compliance with Article 2 (iii) of this letter, or
    - c) where the Hospital and/or the Union wishes to do so for other reasons which are neither unreasonable nor arbitrary, states its intention to discontinue the extended tour in such unit, or
  - ii) eighty percent (80%) of the R.P.N.'s in such unit so indicate by secret ballot.
4. The secret ballot referred to in 2(ii) and 3(ii) above shall not take place unless six (6) months has elapsed from the date of any such previous secret ballot within, such unit.
5. i) Following the time frame referred at #4 of this letter, either party upon giving thirty (30) calendar days written notice to the other party may terminate this Letter of Agreement.
- ii) When notice of discontinuation is given by either party in accordance with paragraphs 3 or 4 and 5 the parties shall meet within two (2) weeks to review the notice and the affected R.P.Ns will be given sixty (60) days' notice before the schedule is amended, unless an earlier amendment date is agreed to by the parties.
6. A weekend is defined as a minimum of fifty-six (56) consecutive hours off from the completion of the evening (2330 hours) shift Friday until the commencement of the Monday shift.
7. The normal daily extended tour shall be eleven point two five (11.25) consecutive hours in any twenty-four (24) hour period, exclusive of a total of forty-five (45) minutes of unpaid mealtime.
8. Subject to the exigencies of the designated unit, R.P.N.'s shall be entitled to paid relief periods during the tour of a total of forty-five (45) minutes.
9. The scheduling of unpaid mealtime and relief periods shall be determined and assigned by the Department Director or designate.
10. An R.P.N. shall not be required to work consecutive tours totalling more than thirty-three (33) hours and forty-five (45) minutes without written mutual consent. This will also not preclude a shift change by written mutual consent. If an R.P.N. is scheduled to work consecutive tours totalling more than thirty-three (33) hours and forty-five (45) minutes the R.P.N. shall be paid premium pay in accordance with Article 15.03 of the Collective Agreement for every consecutive

hour worked in excess of thirty-three (33) hours and forty-five (45) minutes. It is understood that any hours paid under Article 15 of the Collective Agreement will be excluded in the calculation of the thirty-three (33) hours and forty-five (45) minutes.

11. At least one (1) weekend in two (2) shall be scheduled off and more frequently where possible. An R.P.N. will receive premium payment in accordance with Article 15.03 of the Collective Agreement, for all hours worked on the second consecutive weekend and for every consecutive weekend worked following the second consecutive weekend worked. Such shall not apply where:
  - a) such weekend has been worked by the R.P.N. to satisfy specific days off requested by such R.P.N., or
  - b) such R.P.N. has requested in writing to work the consecutive weekends, or
  - c) such weekend has been worked as the result of an exchange of shifts with another R.P.N. or,
  - d) such weekend is in effect to address Article G-6 (a) of the Local Collective Agreement

The scheduling indicated above is the schedule referred to under Article I of the Local Collective Agreement

12. The scheduling requirements embodied in Article 14, 15 and I of the Collective Agreement may be waived if necessary, during the transition period from a regular tour schedule to an extended tour schedule, or vice-versa.
13. There shall be a minimum of twelve (12) hours scheduled off between tours of duty. Should the Hospital schedule less than twelve (12) hours between tours, the R.P.N. shall be paid premium payment in accordance with Article 15.03 of the Collective Agreement for the entire tour worked. The schedule indicated above, is the schedule referred to under Article I of the Local Collective Agreement.
14. For purposes of Article 13, and Article 17 of the Collective Agreement, all references to "day", "week", shall be equivalent to the employee's normal daily hours of work.

## **Article J - Retirement**

- J-1 The normal retirement date of any employee shall be the normal retirement date as defined in the Hospitals of Ontario Pension Plan.

## **Article K - Pay Cheques**

- K-1 Wages are to be paid bi-weekly being every second Thursday. Payroll notice to be provided on Tuesday prior to the Thursday of pay weeks except on weeks involving a statutory holiday at which time payroll notice to be provided on Wednesday.
- K-2 All deductions from an employee's pay shall be clearly defined as to the amount and the purpose therefore on the employee's pay stub.

- K-3 Employees may upon giving at least five (5) working days' notice in writing to their Department Director, receive on their last regular pay day preceding commencement of their annual vacation, any cheques which may fall due during the period of their vacation.
- K-4 The Hospital's Direct Bank Deposit payment system of paying wages complies with this Article. All employees will be paid by the Direct Bank Deposit payment system.

### Article L - Bulletin Boards

- L-1 The Hospital will provide bulletin boards for the Union in agreed upon locations.
- L-2 No notices may be posted upon the Hospital notice board or property either by the Union or by the employees in the bargaining unit without the prior approval of the Hospital. The Hospital will not unjustly deny official Union notices being posted on said bulletin boards.

### Article M - Miscellaneous

- M-1 All correspondence between the parties hereto, arising out of this Agreement or incidental thereto, shall pass to and from authorized representatives of the Hospital and the Union.
- M-2
- a) A registered practical nurse who holds a Temporary Certificate of Registration in accordance with the Nursing Act, 1991 and its Regulations must obtain her or his General Certificate of Registration prior to the expiry of her or his Temporary Certificate. If the RPN fails to obtain her or his General Certificate of Registration prior to the expiry of her or his Temporary Certificate of Registration, but in any case not longer than one year from her or his date of hire, they will be deemed to be not qualified for the position of registered practical nurse and they will be terminated from the employ of the Hospital.
  - b) Upon request, a registered practical nurse is required to present to the Chief Nursing Officer or designate, evidence that their Certificate of Registration is in good standing and currently in effect. Such time will be extended for reasons where the College of Nurses of Ontario permits the registered practical nurse's Certificate of Registration to remain in effect. If the registered practical nurse's Certificate of Registration is suspended by the College of Nurses of Ontario for non-payment of the annual fee, the RPN will be placed on non-disciplinary suspension without pay. If the RPN presents evidence that their Certificate of Registration has been reinstated, they shall be reinstated to their position effective upon presenting such evidence. Failure to provide evidence within 90 calendar days of the RPN being placed on non-disciplinary suspension by the Hospital will result in the RPN being deemed to be no longer qualified and the RPN shall be terminated from the employ of the Hospital.
- M-4 The Union and the Hospital desire every employee and supervisor to be familiar with the provisions of this Agreement and their rights and duties under it. The parties agree that sufficient copies of this Agreement shall be printed by a mutually agreed party within thirty (30) days of signing with the cost being shared equally.
- M-5 Where any provisions of the Agreement or any practice there under is at any time contrary to law, this Agreement is not to be deemed to be abrogated, but is to be deemed to be amended so as to make provisions of this Agreement conform to law.

- M-6 The Hospital will supply the Union with job descriptions for classifications which are added or changed during the life of this Agreement.
- M-7 The following shall apply to employees who are required by the Hospital to wear a uniform and for whom uniforms are not provided. A uniform allowance of sixty dollars (\$60.00) per year shall be paid to current employees on January 31, provided they have worked hours in the prior calendar year.
- M-8 WSIB poster known as Form 82 will be posted in designated work areas.
- M-9 A mailbox will be provided at a mutually agreed upon location for CUPE Local 1065.
- M-10 The hospital will meet with the Union, during Labour/Management Meetings, to discuss their intent to increase parking fees in excess of five percent (5%) prior to the implementation if the increase. Such proposed increase shall not be brought forward more than once per fiscal year.
- M-11
- a) The Hospital agrees to provide five (5) uniforms for each unionized member of the Facilities Staff. If the employee's uniform is damaged while working, the Hospital will replace the damaged uniform.
  - b) The Hospital shall provide part-time Housekeeping and Porter Staff three (3) uniforms. If the employee's uniform is damaged while working, the Hospital will replace the damaged uniform.
- M-12 Trades person will receive top wage rate for their classification upon successful completion of their probationary period.
- M-13 In accordance with Article 19.01, the following classifications are required to wear safety footwear:
- a) Maintenance
  - b) Storekeeper
  - c) Porters
  - d) Floor Machine Operators
  - e) Garbage Collectors
- M-14 The Hospital will provide every six (6) months, in March and September or upon request, the following but not limited to, the following reports:
- Updated Assignment Lists
  - Time Owing Report
  - Commencement Report (monthly)
- M-15 All changes to all Policies will be brought to the attention of the Union.
- M-16 RPN who are scheduled to be team leaders shall receive \$1.65 per hour in addition to his/her regular hourly wage for the duration of the shift.
- M-17 All new policies and changes to existing policies affecting bargaining unit employees will be brought to the attention of the Union.

- M-18 The parties have agreed that no one employee shall hold more than one classification within the Hospital. It is agreed that employees holding one or more classifications at the date of ratification will do so until such time as the employee posts into a new classification, a new position or their employment is terminated. The Union will be provided at the time of ratification a complete list of all employees currently holding more than one classification.

## Article N - Scheduling Committee

- N-1 A Scheduling Committee composed of four (4) representatives of the union, at least one (1) of whom must be part-time, and four (4) representatives of the Hospital be established. The Department Manager of the area having a schedule reviewed shall be a member of the committee.

It is agreed that there will only be one (1) Scheduling Committee for both the full-time and part-time CUPE bargaining units.

- N-2 Such committee will be established and have its first meeting within 60 days of signing of this agreement.

- N-3 This committee will review work schedules and may recommend scheduling rotations, which, subject to the approval of the Hospital, will be implemented within ninety (90) days.

- N-4 Any scheduling rotations recommended by this committee shall be in compliance with the provisions of the Collective Agreement.

- N-5 Copies of all master schedules will be supplied to the Union upon request.

- N-6 All new or revised schedules will be brought to the Union to be reviewed by the Scheduling Committee, prior to being posted or initiated.

## Article O - In-Service Education

- O-1 Both the hospital and the Union recognize their joint responsibility and commitment to provide and participate in in-service education. The Union must support the principle that it is the member's responsibility for their own professional development. The Hospital will endeavour to provide programs related to the requirements of the Hospital. The Hospital will endeavour to provide R.P.N.'s with opportunities to attend such programs during their regularly scheduled working hours.

- O-2 When an R.P.N. is on duty and authorized to attend any in-service program within the Hospital during her regularly scheduled working hours, she shall suffer no loss of regular pay. When a nurse is required by the Hospital to attend courses outside of her regularly scheduled working hours, she shall be paid for all time spent in attendance on such courses at her regular straight time hourly rate of pay.

- O-3 The Hospital will encourage all R.P.N.'s to utilize the Standards of Nursing Practice, as outlined by the College of Nurses of Ontario for Registered Practical Nurses, which have been approved for use by the Hospital.

- O-4 Skill Utilization

The Hospital undertakes to encourage Registered Practical Nurses (R.P.N.'s) to upgrade their skills to the present level of those being acquired by the graduating R.P.N.'s. Further, the Hospital will, where practicable, encourage and permit the utilization of the upgraded skills.

Should the Hospital require skills other than that which is provided in-house, the Hospital will pay for attendance at such training at regular wages and will also pay for tuition and materials. It is the expectation of the Hospital that all R.P.N.'s shall complete the in-house R.P.N. Enhancement Program.

## Article P - Health and Safety

### P-1 Structure

- a) Workplace health and safety matters shall come under the purview of the Joint Health and Safety Committee. The JHSC will maintain communication with other related committees within the facility (e.g. Infection Control, fire safety, etc.).
- b) The mandate of the JHSC shall be limited to employee occupational health and safety matters.
- c) The JHSC may establish sub-committees, as required and indicate the mandate and time frame. Such sub-committees should consist of equal numbers of worker and employer representatives and be chaired by member of the Joint Health and Safety Committee.

### P-2 The Health and Safety Committee will work as required under the *Occupational Health and Safety Act*.

#### Composition

- a) The JHSC shall keep its numbers at a workable level to ensure effectiveness.
  - i) Suggested committee size will be a minimum 4 members – 2 labour and 2 management.
  - ii) At least one half of the committee members shall be worker representatives.
- b) The employer shall choose not to more than one-half of the members of the JHSC.
- c) Management and workers on the JHSC shall each designate one of their representatives to act as a co-chairperson.
- d) Recognizing its responsibilities under the applicable legislation, the Hospital agrees to accept as a member of its Accident Prevention – Health & Safety Committee at least one representative selected or appointed by the Union from amongst bargaining unit employees.

### P-3 Entitlements and Responsibilities of Worker Committee Members

- a) Selected worker member(s) of the Joint Health and Safety Committee shall be afforded the time from work to inspect the workplace.
  - i) Workplace inspections shall be conducted at least once a month
  - ii) Inspection results shall be on a JHSC approved form

- b) An appropriate information flow system shall be put in place to ensure information flow to:
  - The department supervisor
  - Senior management
  - The JHSC
- i) A copy of the inspection form shall be posted in the department inspected.
- ii) Senior management shall respond in writing to both inspection reports and committee recommendations as soon as possible or by the next JHSC meeting.
- c) A worker shall assist in the investigation of circumstances where a worker has been killed or critically injured and shall report his/her findings to supervisor and to the JHSC.
- i) A worker shall be afforded time to assist management in the investigation of identified serious injuries or illnesses and hazardous situations.
- d) Selected worker member(s) of the JHSC shall be afforded time from work to accompany the Ministry of Labour official during the inspection of the workplace.
- i) Selected worker member(s) of the committee shall be afforded time to be present at any investigation into a work refusal and shall attend such investigation without delay.
- e) Committee members shall be afforded time from work to attend meetings the JHSC.
- i) Committee members are expected to attend all meetings.
- ii) Every reasonable effort shall be made to schedule JHSC meetings to permit attendance of all committee members.
- iii) All time spent attending JHSC meetings and attending to the work the JHSC as defined in these guidelines or in the *Occupational Health and Safety Act* shall be considered as work time and paid at regular rate of pay or premium pay as applicable.
- iv) Committee members shall be afforded a minimum of 1-hour preparation time for committee meetings if authorized or directed do so by the Director of Occupational Health & Safety.
- v) Committee members shall be reimbursed for pre-authorized out-of-pocket expenses incurred in the performance of JHSC duties.
- f) JHSC's should have access to support services necessary lo carrying out its duties, powers and functions including, but not limited to file space and typing.
- i) Information pertaining to committee functioning should be kept in one central location.
- g) The co-chairpersons shall establish a schedule for meetings and inspections for the coming year. The schedule shall be circulated to:

- committee members and their supervisors for incorporation into unit scheduling;
- management for information

P-4 Functions

The functions of the JHSC shall be to identify and to make recommendations on the following:

- i) Situations which may be a source of danger or hazard to employees.
- ii) Improvements pertaining to health and safety in the workplace.
- iii) Monitoring, and maintenance programs for health and safety in the workplace.
- iv) Education of employees on safe practices and hazards of the workplace.
- v) Obtaining information from the Ministry of Labour, as per the relevant sections of the *Occupational Health and Safety Act*.
- vi) Participating in the Designated Substance assessments and development of control programs under regulations issued by government.
- vii) Receiving and reviewing newly issued health and safety directives and procedures issued by government.
- viii) Reviewing studies and programs related to occupational health and safety issues.
- ix) Reviewing accident and occupational illness statistics, and other related information with a view to preventing future occurrences.
- x) Identifying issues appropriate for discussion by JHSC and Occupational Health and Safety representatives.
- xi) Reviewing investigation reports of all fatal and critical injury workplace accidents, hazardous situations and potentially serious accidents, and presenting recommendations for future prevention.
- xii) Receiving and reviewing the results of all workplace occupational health and safety monitoring activities.
- xiii) Developing a strategy for the provision of information to all levels staff.

P-5 Administrative Procedures

- a) The committee shall reinforce the cooperative solving of health and safety problems and facilitate information dissemination and the exchange of views between workers and management.

- b) Any employee may raise a concern (verbally or in writing) regarding health and safety in the workplace. However, health and safety issues should be raised with the worker's immediate supervisor before they are brought to the JHSC.
  - i) Unresolved health and safety concerns shall then be brought forward to the JHSC for discussion and action.
- c) Committee meetings shall be held once a month.
- d) A quorum for the carrying out of business should be determined by the JHSC at its initial meeting.
- e) Guests may be invited to attend a meeting with prior notice and agreement by both chairpersons.
- f) The chairpersons shall agree on an agenda and forward a copy of the agenda to all committee members, five working days prior to the meetings.
- g) All items raised from the agenda shall be dealt with on the basis of consensus.
- h) One JHSC member shall be selected by the committee to be responsible for the recording of minutes of proceedings at all committee meetings.
- i) All problems, resolutions time frames and responsibility for action shall be reported in the minutes.
  - i) In the event of disagreement over an item raised from the agenda, the differing positions should be reported in the minutes.
  - ii) Minutes are to be signed by both co-chairpersons or their alternate, who should be responsible for ensuring that the signed minutes are posted, circulated to all Committee members, the trade union and senior management, and filed at the workplace.
  - iii) Minutes shall be posted subject to the confidentiality requirement of the *Occupational Health and Safety Act*.
- j) All written recommendations of the Joint Health and Safety Committee shall be forwarded to senior management who shall respond in writing within 21 days.
- k) The Hospital agrees to co-operate reasonably in providing necessary information to enable the committee to fulfil its functions.
- l) The Union agrees to endeavour to obtain the full co-operation of its membership in the observation of all safety rules and practices.

P-6 Pregnant employees may request to be transferred from their current duties if, in the professional opinion of the employee's physician, the pregnancy may be at risk. If such a transfer is not feasible, the pregnant employee, if she so requests, will be granted an unpaid leave of absence before commencement of the maternity leave referred to in Article 12.06.

- P-7 Where the Hospital identifies high risk areas where employees are exposed to Hepatitis B, the Hospital will provide, at no cost to the employees, a Hepatitis B vaccine.
- P-8 An employee who contracts staphylococcus infection will receive full treatment and medication at the expense of the Hospital.
- P-9 In accordance to the *Occupational Health and Safety Act* in where protective eyewear is necessary in the course of an employee's duties it will be provided by the Employer.

### Article Q - Workplace Safety and Insurance Board

- Q-1 The employer agrees to supply the Union with a copy of the Workplace Safety and Insurance Board's Form 7 at the same time as it is submitted to the Board. The employer agrees to meet and discuss at the Union's request.

### Article R - Violence in the Workplace

- R-1 The parties recognize that employees may be exposed to unwanted behaviour from others in the workplace and that such behavior may result in injury and/or emotional distress to the employee.

The Hospital agrees to continue its development of explicit policies and procedures to deal with such situations and shall submit such policies to the Joint Occupational Health and Safety Committee for review.

The Joint Occupational Health and Safety Committee shall concern itself with those matters and shall make such recommendations as it deems appropriate.

### Article S – Pay Equity

- S-1 The Hospital and the Union agree to form a Pay Equity Committee to develop the pay equity plan for the bargaining unit in accordance with the *Pay Equity Act*. The committee will have equal Union and Hospital representation and develop a Terms of Reference within the ninety (90) days of ratification.

### Article T – Joint Job Evaluation

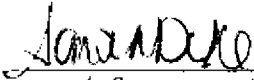
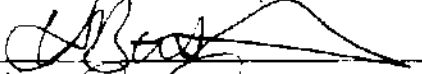

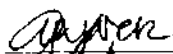


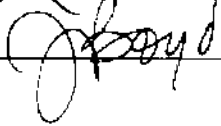
- T-1 The Hospital and the Union agree that the Pay Equity Committee will develop a joint job evaluation plan for the bargaining unit. The committee will have equal Union and Hospital representation and develop a Terms of Reference within the ninety (90) days of ratification.

### Article U – Workplace Safety and Insurance Board


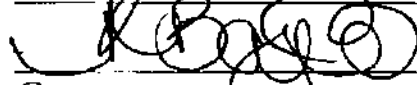
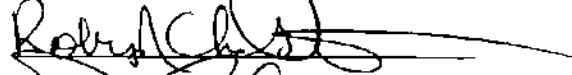
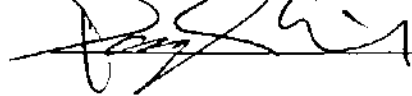
- U-1 The Hospital agrees to provide the employee and the Local Union Representative a copy of the Workplace Safety and Insurance Board Form 7 (absent the Social Insurance Number and Date of Birth) at the same time it is sent to WSIB.

Signed on this 27<sup>th</sup> day of August 2024.

For: The Hospital

For: The Canadian Union of Public  
Employees and its Local 1065

## Schedule "A"

### Hourly Wage Schedule

RATE 1				4.75%	3.5%	-
Grade	Grade Description	Step	Expiry	Sept 29, 2021	Sept 29, 2022	-
		1	33.25	34.82	36.03	-
		2	33.86	35.46	36.70	-
		3	34.41	36.04	37.30	-
4101	Biomedical Technician					-

RATE 2				4.75%	3.5%	-
Grade	Grade Description	Step	Expiry	Sept 29, 2021	Sept 29, 2022	-
		1	31.19	32.67	33.81	-
		2	31.65	33.15	34.31	-
		3	32.18	33.70	34.87	-
4114	Electronic Technician					-

RATE 3				4.75%	3.5%	-
Grade	Grade Description	Step	Expiry	Sept 29, 2021	Sept 29, 2022	-
		1	29.68	31.08	32.16	-
		2	30.13	31.56	32.66	-
		3	31.18	32.66	33.80	-
4100	Anaesthetic Technician					-
4119	O.R. Technician					-

RATE 3				4.75%	3.5%	-
Grade	Grade Description	Step	Expiry	Sept 29, 2021	Sept 29, 2022	June 13, 2023
		1	29.68	31.08	32.16	34.24
		2	30.13	31.56	32.66	34.75
		3	31.18	32.66	33.80	35.97
4125	R.P.N.					
4131	R.P.N. Resource					

RATE 3				4.75%	3.5%	-
Grade	Grade Description	Step	Expiry	Sept 29, 2021	Sept 29, 2022	-
		1	31.18	32.66	33.80	-
		2	31.63	33.13	34.28	-
		3	32.68	34.23	35.42	-
4103	Charge Pharmacy Technician	Include Additional \$1.50 To This Job ONLY				-

RATE 3	INCLUDING Additional \$1.50			4.75%	3.5%	-
Grade	Grade Description	Step	Expiry	Sept 29, 2021	Sept 29, 2022	-
		1	31.32	32.80	33.94	-
		2	31.76	33.26	34.42	-

		3	32.16	33.68	34.85	-
4102	Carpenter					-
4113	Electrician					-
4117	Millwright					-
4123	Plumber					-

RATE 4				4.75%	3.5%	-
Grade	Grade Description	Step	Expiry	Sept 29, 2021	Sept 29, 2022	-
		1	27.85	29.17	30.19	-
		2	28.15	29.48	30.51	-
		3	28.42	29.76	30.80	-
4126	R.P.N. Non-Registered					-
4132	R.P.N. Non-Reg-Resource					-
4135	R.P.N. Grad Initiative					-

RATE 5				4.75%	3.5%	-
Grade	Grade Description	Step	Expiry	Sept 29, 2021	Sept 29, 2022	-
		1	26.55	27.81	28.78	-
		2	26.85	28.12	29.10	-
		3	27.13	28.41	29.40	-
No code	Painter					

RATE 6				4.75%	3.5%	-
Grade	Grade Description	Step	Expiry	Sept 29, 2021	Sept 29, 2022	-
		1	26.47	27.72	28.69	-
		2	26.85	28.12	29.10	-
		3	27.14	28.42	29.41	-
4116	Mechanic I					-
4138	Pharmacy Assistant Non Reg.					-

RATE 7				4.75%	3.5%	-
Grade	Grade Description	Step	Expiry	Sept 29, 2021	Sept 29, 2022	-
		1	25.23	26.42	27.34	-
		2	25.78	27.00	27.94	-
		3	26.26	27.50	28.46	-
4110	Clerk IV					-
4111	Clerk IV-Support					-

RATE 8				4.75%	3.5%	-
Grade	Grade Description	Step	Expiry	Sept 29, 2021	Sept 29, 2022	-
		1	24.88	26.06	26.97	-
		2	25.20	26.39	27.31	-
		3	25.49	26.70	27.63	-
4118	Offset Duplicator					-

RATE 9				4.75%	3.5%	-
Grade	Grade Description	Step	Expiry	Sept 29, 2021	Sept 29, 2022	-
		1	24.17	25.31	26.19	-
		2	24.68	25.85	26.75	-
		3	25.15	26.34	27.26	-
4108	Clerk III					-
4109	Clerk III-Support					-
4137	OR Aide					-

RATE 10				4.75%	3.5%	-
Grade	Grade Description	Step	Expiry	Sept 29, 2021	Sept 29, 2022	-
		1	23.73	24.85	25.71	-
		2	24.11	25.25	26.13	-
		3	24.57	25.73	26.63	-
4106	Clerk II					-
4133	Clerk II-RPN					-
4107	Clerk II-Support					-
4127	Shipper/Receiver					-
4128	Sterilization Assistant					-
4129	Sterilization Porter					-

RATE 11				4.75%	3.5%	-
Grade	Grade Description	Step	Expiry	Sept 29, 2021	Sept 29, 2022	-
		1	23.63	24.75	25.61	-
		2	23.91	25.04	25.91	-
		3	24.27	25.42	26.30	-
4121	Material Handler					-
4115	Health Care Aide					-
4136	Orderly					-
4124	Porter					-

RATE 11				4.75%	-	3.5%
Grade	Grade Description	Step	Expiry	Sept 29, 2021	Apr 21, 2022	Sept 29, 2022
		1	23.63	24.75	26.75	27.69
		2	23.91	25.05	27.05	28.00
		3	24.27	25.42	27.42	28.38
4134	PSW*					

\*Rates include \$2.00/hour government funding under Permanent Compensation Enhancement Program.

RATE 18				4.75%	-	3.5%
Grade	Grade Description	Step	Expiry	Sept 29, 2021	Apr 21, 2022	Sept 29, 2022
		1	23.63	24.75	27.75	28.73
		2	23.91	25.05	28.05	29.03
		3	24.27	25.42	28.42	29.41

4144	PSW*					
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\*Rates include \$3.00/hour government funding under Permanent Compensation Enhancement Program for PSW employed in Home & Community Care sector.

RATE 12				4.75%	3.5%	-
Grade	Grade Description	Step	Expiry	Sept 29, 2021	Sept 29, 2022	-
		1	23.26	24.36	25.21	-
		2	23.46	24.57	25.42	-
		3	23.75	24.87	25.74	-
4104	Cleaner IV					-
4112	DES Aide					-

RATE 13				4.75%	3.5%	-
Grade	Grade Description	Step	Expiry	Sept 29, 2021	Sept 29, 2022	-
		1	22.35	23.41	24.22	-
		2	22.92	24.00	24.84	-
		3	23.42	24.53	25.38	-
4105	Clerk I					-

RATE 14				4.75%	3.5%	-
Grade	Grade Description	Step	Expiry	Sept 29, 2021	Sept 29, 2022	-
		1	29.84	31.25	32.34	-
		2	30.15	31.58	32.68	-
		3	30.44	31.88	32.99	-
4122	Pharmacy Technician (UPP)					-
4130	Pharmacy Technician (MOS)					-

RATE 15				4.75%	3.5%	-
Grade	Grade Description	Step	Expiry	Sept 29, 2021	Sept 29, 2022	-
		1	35.56	37.24	38.54	-
		2	36.23	37.95	39.27	-
		3	36.83	38.57	39.91	-
4139	Biomedical Technician II					-

RATE 16				-	3.5%	-
Grade	Grade Description	Step	Expiry	May 30, 2022	Sept 29, 2022	-
		1	-	34.41	35.61	-
		2	-	37.60	38.92	-
		3	-	42.99	44.49	-
4139	Biomedical Technologist					-

RATE 17				-	3.5%	-
Grade	Grade Description	Step	Expiry	June 20, 2022	Sept 29, 2022	-

		1	-	27.53	28.49	-
		2	-	27.81	28.78	-
		3	-	28.09	29.07	-
4143	Medical Device Reprocessing Technician					-

RATE 19				4.75%	3.5%	-
Grade	Grade Description	Step	Expiry	Sept 29, 2021	Sept 29, 2022	Mar 31, 2023
		1	25.23	26.42	27.34	27.34
		2	25.78	27.00	27.94	28.22
		3	26.26	27.50	28.46	29.10
		4	-	-	-	29.97
		5	-	-	-	30.84
4120	OT/PT Assistant					

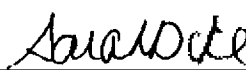
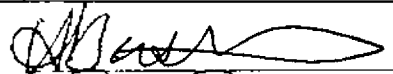



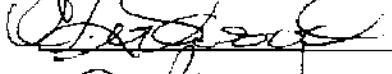
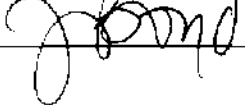
**Letter of Understanding  
Re: Cross Classifications**

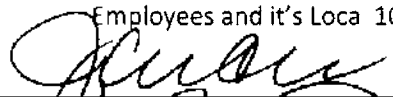
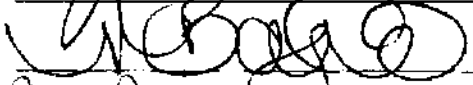

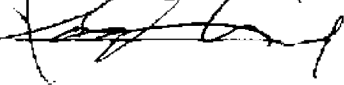
The parties have agreed that no one employee shall hold more than one classification within the Hospital. It is agreed that employees holding one or more classifications at the date of ratification will do so until such time as the employee posts into a new classification, a new position or their employment is terminated. The Union will be provided at the time of ratification a complete list of all employees currently holding more than one classification.

Signed on this 27<sup>th</sup> day of August 2024.

For: The Hospital

For: The Canadian Union of Public  
Employees and its Local 1065

  
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