

**PART-TIME  
COLLECTIVE AGREEMENT**

**Between**



**UNIVERSITY HEALTH NETWORK  
THE TORONTO REHABILITATION INSTITUTE**

**(hereinafter called the "Hospital")**

**And**

***CUPE·SCFP***

**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1156.01**

**(Hereinafter referred to as the "Union")**

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

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## **ARTICLE 1 - PREAMBLE**

### **1.01 PREAMBLE**

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

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

## **ARTICLE 2 - DEFINITIONS**

### **2.01 TEMPORARY EMPLOYEE**

Employees may be hired for a specific term not to exceed six (6) months, to replace an employee who will be on approved leave of absence, absence due to WSIB disability, sick leave, long term disability or to perform a special non-recurring task. This term may be extended a further six (6) months on mutual agreement of the Union, employee and Hospital or by the Hospital on its own up to twelve (12) months where the leave of the person being replaced extends that far. An employee may be hired to replace another employee on Pregnancy and Parental leave, for a specific term of up to eighteen (18) months. 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. Qualified, internal applicants will be offered such temporary positions prior to external applicants.

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

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

### **2.02 PART-TIME COMMITMENT**

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

### **2.03 REGULAR PART-TIME EMPLOYEE**

Part-Time employee is defined as an employee who makes a written commitment to be available to work on a regular pre-determined basis.

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2.04 CASUAL EMPLOYEE

Casual Employee is defined as an employee who does not make a written commitment to be available for work on a pre-determined basis, but rather may elect to work or not work when requested to do so by the Hospital.

**ARTICLE 3 - RELATIONSHIP**

3.01 NO DISCRIMINATION

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

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

3.02 Days of absence arising out of a medically-established serious chronic condition, an on-going course of treatment, a catastrophic event, absence for which *WSIB* benefits are payable, medically necessary surgical interventions, or days where the employee is asymptomatic and is under a doctor's care from the commencement of symptoms for a confirmed communicable disease (and has provided medical substantiation of such symptoms) but is required to be absent under the Hospital or public health authority protocol, will not be counted for the purposes of being placed on, or progressing through, the steps of an attendance management program. Leaves covered under the Employment Standards Act, and leaves under Article 12 will not be counted for the purposes of being placed on, or progressing through, the steps of an attendance management program.

**ARTICLE 4 - STRIKES & LOCKOUTS**

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

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## **ARTICLE 5 - UNION SECURITY**

### **5.01 T4 SLIPS**

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

### **5.02 NOTIFICATION TO UNION**

- (a) The Hospital will provide the Union with a list, monthly, of all hiring's, lay-offs, recalls, and positions which have been vacated within the bargaining unit where such information is available or becomes readily available through the Hospital's payroll system.
- (b) The Hospital will provide the Union with the current mailing address, personal email address if available and phone number(s) it has on record of all members of the bargaining unit twice 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 fifteen (15) minutes during the employee's orientation period without loss of regular earnings. The purpose of the meeting will be to acquaint the employee with such representative of the Union and the collective agreement.

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

### **5.04 NO OTHER AGREEMENTS**

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

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

## **ARTICLE 6 - UNION REPRESENTATION AND COMMITTEES**

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

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

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6.02 LABOUR-MANAGEMENT COMMITTEE

- (a) Where the parties mutually agree that there are matters of mutual concern and interest that would be beneficial if discussed at a Labour-Management Committee Meeting during the term of this Agreement, the following shall apply.
- (b) An equal number of representatives of each party as mutually agreed shall meet at a time and place mutually satisfactory. A request for a meeting hereunder will be made in writing at least seven (7) days prior to the date proposed and accompanied by an agenda of matters proposed to be discussed, which shall not include matters that are properly the subject of grievance or negotiations for the amendment or renewal of this agreement.

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

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

6.03 LOCAL BARGAINING COMMITTEE

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

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

6.04 CENTRAL BARGAINING COMMITTEE

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

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

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

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

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

#### 6.05 UNION STEWARDS

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

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6.06 GRIEVANCE COMMITTEE

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

The purpose of the Committee is to deal with complaints or grievances as set out in this Collective Agreement.

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

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

## **ARTICLE 7 - GRIEVANCE AND ARBITRATION PROCEDURE**

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

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

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

### **Step No. 1**

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

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Step No. 2

Within nine (9) calendar days following the decision in Step No.1, the grievance may be submitted in writing to the (designate 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 griever may be present at the meeting. It is further understood that the (designate) may have such counsel and assistance as they may desire at such meeting. The decision of the Hospital shall be delivered in writing within nine (9) calendar days following the date of such meeting.

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

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

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

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

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

7.07 (a) Failing settlement under the foregoing procedure of any grievance between the parties arising from the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, such grievance may be submitted to arbitration as hereinafter provided. If no written request for arbitration is received within eighteen (18)

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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.

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

## **ARTICLE 8 - ACCESS TO FILES**

### **8.01 ACCESS TO PERSONNEL FILE**

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

### **8.02 CLEARING OF RECORD**

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

## **ARTICLE 9 - SENIORITY**

### **9.01 PROBATIONARY PERIOD**

A new employee will be considered on probation until they have completed sixty (60) days of work (or four-hundred and fifty (450) hours of work for employees whose regular hours of work are other than the standard work day), within any twelve (12) calendar months. Upon completion of the probationary period they shall be credited with seniority equal to sixty (60) working days. With the written consent of the 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 the Agreement.

### **9.02 DEFINITION OF SENIORITY**

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

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

Seniority will operate on a bargaining unit wide basis.

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

#### 9.03 LOSS OF SENIORITY

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

- (a) 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.
- (g) Fails to return to work (subject to the provision of 9.03(d)) upon completion of an authorized leave of absence without satisfactory reason or utilizes a leave of absence for purposes other than that for which the leave was granted.

#### 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.\*

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.

\*Note: Add the words "or L.T.D. benefits" only in agreements providing L.T.D. benefits.

#### 9.05 JOB POSTING

Any provision pertaining to definition of temporary vacancies, non-bargaining unit applications, outside advertising, interim placements or criteria for selection except as it relates to promotions and transfers that existed in the hospital's expiring collective agreement will be continued as the last paragraph of this Article.

- (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

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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 seven (7) consecutive calendar days. Applications for such vacancies shall be made in writing within the seven (7) day period referred to herein.
- (d) In matters of promotion and staff transfer appointment shall be made of the senior applicant able to meet the normal requirements of the job. Successful employees need not be considered for other vacancies within a six (6) month period unless an opportunity arises which allows the employee to change their permanent status.
- (e) The Hospital agrees that it shall post permanent vacant positions within 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) 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.
- (g) 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. If the employee proves unsatisfactory during that time, the employee may be returned by the Hospital to their former position at their former salary or rate of pay and without loss of seniority. The vacancy resulting from the posting may be filled on a temporary basis until the trial period is completed.
- (h) A list of vacancies filled in the preceding month under this Article and the names of the successful applicants will be posted, with a copy provided to the union.

#### 9.06

#### TRANSFER AND SENIORITY OUTSIDE THE BARGAINING UNIT

- (a) It is understood that an employee shall not be transferred by the Hospital to a position outside the bargaining unit without their consent except in the case of temporary assignments not exceeding six (6) months. This period may be extended a further six (6) months upon the agreement of the employee and the Hospital. Such employees on temporary assignments shall remain members of the bargaining unit.
- (b) An employee who is transferred to a position outside the bargaining unit shall not, subject to (c) below, accumulate seniority. In the event the employee is returned by the Hospital to a position in the bargaining unit within twenty-four

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

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

#### 9.07(A) TRANSFER OF SENIORITY AND SERVICE

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

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

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

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

#### 9.07(B) PORTABILITY OF SERVICE

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

#### 9.07(C) TRANSFORMATION IN HEALTH CARE

##### **Seniority Recognition**

Without prejudice to the Union's or Hospitals' rights under the collective agreement or the Labour Relations Act and/or the Public Sector Labour Relations Transition Act,

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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 forty-eight (48) month period.

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

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

### **9.08 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) Retirement Allowance**

Prior to issuing notice of layoff pursuant to article 9.08(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)(ii).

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

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

(c) Voluntary Exit Option

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

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

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

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

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

- (i) reassignments will occur in reverse order of seniority;
- (ii) the reassignment of the employee is to an appropriate permanent position with the Hospital having regard to the employees' skills, abilities, qualifications and training or training requirements;

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

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

- (e) Any vacancy to which an employee is reassigned pursuant to paragraph (d) need not be posted.
- (f) **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)(i) 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

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employee has become able to meet the normal requirements of the job.

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

(ii) Committee Composition

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

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

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

(iii) Disclosure

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

(iv) Alternatives

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

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

9.09 LAYOFF AND RECALL

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

(a) accept the layoff; or

(b) opt to receive a separation allowance as outlined in Article 9.12; or

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- (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).

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

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

- (e) In the event that there are no employees with lesser seniority in the same or a lower or identical-paying classification, as defined in this article, a laid-off employee shall have the right to displace another employee with lesser seniority in a higher-paying classification provided they are able to meet the normal requirements of the job, with orientation but without additional training.
- (f) In addition, in combined full-time/part-time collective agreements, a full-time employee shall also be entitled to displace another full-time employee with lesser seniority in a higher-paying classification provided that they are able to meet the normal requirements of the job, with orientation but without additional training, when there are no other full-time employees in the same or a lower or similar-paying classification with lesser seniority, prior to being required to displace a part-time employee.
- (g) An employee who is subject to layoff other than a layoff of a permanent or long-term nature including a full-time employee whose hours of work are, subject to Article 14.01, reduced, shall have the right to accept the layoff or displace another employee in accordance with (a) and (d) above.
- (h) No full-time employee within the bargaining unit shall be laid off by reason of their duties being assigned to one or more part-time employees.
- (i) In the event of a layoff of an employee, the Hospital shall pay its share of insured benefits premiums for the duration of the five-month notice period provided for in Article 9.08(a).
- (j) The Hospital agrees to post vacancies during the recall period, as per the job posting procedure, allowing employees on recall to participate in the posting procedure. Should the position not be filled via the job posting procedure, an employee shall have opportunity of recall from a layoff to an available opening, in order of seniority, provided they have the ability to perform the work.

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

#### 9.10 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) and Article 9.08(f)(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.

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(b) Placement

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

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

9.11 SEPARATION ALLOWANCES

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

(b) Where an employee resigns later than thirty (30) days after receiving notice pursuant to Article 9.0B(a)(ii) that their position will be eliminated, they shall be entitled to a separation allowance of four (4) weeks' salary, and, on production of receipts from an approved educational program, within twelve (12) months of resignation, may be reimbursed for tuition fees up to a maximum of one thousand two hundred and fifty (\$1,250) dollars.

9.12 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 Hospital will assume the cost of tuition and travel. There shall be no reduction in wage or salary rates during the training period of any such employee. Training shall be given during the hours of work whenever possible and may extend for up to six months.

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.

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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 People & Culture 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 Regulated Health Professionals only)

- (a) The parties agree that optimal patient care is, and safe working conditions are, enhanced if concerns relating to professional responsibility, patient care, workloads and staffing issues are resolved in a timely and effective manner with communications between the parties being:
- i) professional;
  - ii) courteous;
  - iii) collegial;
  - iv) respectful; and
  - v) focused on resolving the issue, not on the individuals.
- (b) In the event, that the Hospital assigns a number of patients or a workload to an individual Regulated Health Professional (RHP) or group of RHPs such that they have cause to believe that they are being asked to perform more work than is consistent with proper patient care, they shall:
- i) At the time the workload issue occurs, discuss the issue within the unit/program to develop strategies to meet patient care needs using current resources.

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- ii) If necessary, using established lines of communication as identified by the hospital, seek immediate assistance from an individual(s) (who could be within the bargaining unit) who has responsibility for timely resolution of workload issues.
  - iii) Failing resolution of the workload issue at the time of occurrence or if the issue is ongoing the RHP(s) will discuss the issue with their Manager or designate on the next day that the Manager (or designate) and the RHP are both working or within five (5) calendar days whichever is sooner.
- (c) Upon receipt of a response from the supervisor within five (5) working days, if the employee or group of employees in (b) above are not satisfied, the employee or group of employees may, within forty-eight (48) hours, submit a workload complaint form (attached at appendix A) to the Chief Nursing Officer or equivalent in the case of other RHPs, with a copy to the Union. A meeting shall be held within thirty (30) days of a request from the employee or group of employees, who may be accompanied to this meeting by a Union representative. The Chief Nursing Officer or equivalent will respond in writing to the employee, or group of employees, with a copy to the Union if applicable, within fifteen (15) days.
  - (d) Upon receipt of a written response from the Chief Nursing Officer or equivalent, if the employee or group of employees in (c) above are not satisfied, the employee or group of employees, who may be accompanied by their Union Representative, may, within forty-eight (48) hours, request a meeting with the Chief Executive Officer (or their designate) and such meeting shall be held within thirty (30) days. The Chief Executive Officer (or their designate) will respond in writing to the employee, or group of employees, within fifteen (15) days of the meeting, with a copy to the Union if applicable.
  - (e) It is agreed and understood that an employee or group of employees may in exceptional and urgent cases request an immediate meeting with the Chief Nursing Officer or equivalent who will make every reasonable effort to accommodate the request. The timelines provided for in (d) above will apply failing resolution at this meeting.
  - (f) Only the timelines set out above are subject to Article 7 - Grievance and Arbitration Process.
  - (g) The Hospital will provide access on the hospital intranet, whereby members will have the ability to access a digital version of the Workload Review Form.

#### 9.15 WORKLOADS

- (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 their 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

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collective agreement's local appendix) or the Labour Management Committee (as constituted under Article 6.02) through their union representative.

- (c) In the event that an employee or group of employees covered under the Regulated Health Professions Act (RHPA), are assigned a work-load which is inconsistent with proper patient care, they shall express their concerns to their supervisor. The employee shall complete a "Work-Load Review Form" which shall be provided to the supervisor and to the Union. The Work-Load Review Form will be attached as an Appendix to the collective agreement.

## **ARTICLE 10 - CONTRACTING OUT**

### **10.01 CONTRACTING OUT**

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

### **10.02 CONTRACTING OUT**

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

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

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

### **10.03 CONTRACTING IN**

- a. Further to Article 9.08(A)(d)(i)(1) the parties agree that the Redeployment Committee will immediately undertake a review of any existing sub-contract work which would otherwise be bargaining unit work and which may be subject to expiry and open for renegotiation within six (6) months with a view to assessing the practicality and cost-effectiveness of having such work performed within the Hospital by members of the bargaining unit.
- b. On request by the Union, and no more than annually, the local parties will review contracted services which fall within the work of the bargaining unit. The purpose of the review will be to determine the practicality of increasing the degree to which bargaining unit employees may be utilized to deliver such services in the future.

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## **ARTICLE 11 - WORK OF THE BARGAINING UNIT**

### **11.01 WORK OF THE BARGAINING UNIT**

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

### **11.02 VOLUNTEERS**

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

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

## **ARTICLE 12 - LEAVES OF ABSENCE**

### **12.01 PERSONAL LEAVE**

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

### **12.02 UNION BUSINESS**

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

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

The cumulative total leave of absence, the number of employees that may be absent at any one time from any one area, and the number of days of absence shall be negotiated locally and are set out in the Local Provisions Appendix. During such leave of absence, the employee's salary and applicable benefits shall be maintained by the Hospital on the basis of what their normal regular hours of work would have been, provided that the Union reimburses the Hospital in the amount of such salary and applicable benefits within thirty (30) days of billing.

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

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

#### 12.03(B) LEAVE FOR OCHU PRESIDENT AND SECRETARY-TREASURER

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 or the Secretary-Treasurer of the Ontario Council of Hospital Unions for period(s) of up to two (2) years. It is understood, however, that during such leave the employee(s) shall be deemed to be an employee of the Union.

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

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

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

#### 12.04 BEREAVEMENT LEAVE

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

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

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

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

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

Where a part-time employee is selected for jury duty, for a period in excess of one (1) week, the employee shall be paid for all hours scheduled and not be expected to attend at work. Upon completion of the process the employee shall be returned to that

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point on their former schedule that is considered appropriate by the Hospital. It is understood and agreed that the local parties may agree to different scheduling arrangements for the first week of jury and witness duty.

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

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

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

In addition to the foregoing, the Hospital will pay the employee ninety- three percent (93%) of their normal weekly earnings during the first 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

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severance pay benefits are not reduced or increased by payments received under the plan.

- (e) Credits for service and seniority shall accumulate for a period of up to seventeen (17) weeks while an employee is on pregnancy leave on the basis of what the employee's normal regular hours of work would have been.
- (f) The Hospital will continue to pay the percentage in lieu of benefits and its share of pension contributions during the period of pregnancy leave. The Hospital will register those benefits as part of the Supplemental Unemployment Benefit Plan with the Canada Employment Insurance Commission.
- (g) Subject to any changes to the employee's status which would have occurred had they not been on pregnancy leave, the employee shall be reinstated to their former duties, on the same shift in the same department, and at the same rate of pay.

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

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

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

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

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

In addition to the foregoing the Hospital shall pay the employee ninety- three percent (93%) of their normal weekly earnings during the first 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.

- (g) 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.
- (h) 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 ten (10) weeks while the employee is on parental leave. The Hospital will register these benefits with the Unemployment Benefit Plan.
- (i) Subject to any changes to the employee's status which would have occurred had they not been on parental leave, the employee shall be reinstated to their former duties, on the same shift in the same department, and at the same rate of pay.

## 12.08 EDUCATION LEAVE

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

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

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

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

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

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

#### 12.09 PRE-PAID LEAVE PLAN

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

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

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

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

#### 12.10 MEDICAL CARE AND EMERGENCY LEAVE

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

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

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

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

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

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

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

#### 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 twenty-six (26) week period in accordance with section 49.1 of the Employment Standards Act, 2000.
- (b) An employee who is on compassionate care leave shall continue to accumulate seniority and service.
- (c) Subject to any changes to the employee's status which would have occurred had they not been on compassionate care leave, the employee shall be reinstated to their former duties, on the same shift in the same department, and at the same rate of pay.
- (d) The employee and the Hospital will continue to pay their respective shares of the benefits and pension premiums.

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## **ARTICLE 13 - SICK LEAVE, INJURY AND DISABILITY**

### **13.01 INJURY PAY**

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

## **ARTICLE 14 - HOURS OF WORK**

### **14.01 DAILY & WEEKLY HOURS OF WORK**

The normal hours of work are seven and one half (7½) hours per day, exclusive of one half (½) hour unpaid meal period. The meal period shall be on uninterrupted period except in cases of emergency. No employee will be scheduled more than six (6) days without two (2) days off. It is understood, however, that this shall not be construed to be a guarantee of work or work schedule. Part time employees may work less than twenty-four (24) hours per week.

Subject to other provisions of this agreement, employees shall only be paid for actual hours worked.

### **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 (3¾) 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 (2) 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.

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

#### 14.06 WEEKEND WORKER

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

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

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

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

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

(a) Weekend premiums shall not be paid

(b) Vacation Bank

Vacation entitlement is determined by Article 17.01 (A).

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

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

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

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

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

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

Article 17.03 does not apply.

(c) Paid Holiday Bank

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

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

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

If an employee works on a paid holiday as defined by the local parties, they will receive one and one-half (1 ½) pay for all hours worked on a holiday. Article 16.04 also applies.

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

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

(d) Sick Leave

The employee will not receive pay for the first seventeen (17) weeks of any period of absence due to an illness or injury. Subject to the availability of paid holiday banked hours, the employee will be eligible for Employment Insurance for weeks two (2) through seventeen (17) for any absence due an illness or injury.

The Hospital will provide the employee with sixty-five (65%) percent of their regular earnings for weeks eighteen (18) through thirty (30) for any absence due to an illness or injury.

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

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

(e) Leaves of Absence

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

(f) Tour Exchange

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

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(g) Overtime

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

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

(h) Scheduling Provisions

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

## **ARTICLE 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**

Authorized work performed by an employee in excess of seventy-five (75) hours in a two (2) week period and authorized work performed by an employee in excess of seven and one half (7 ½) hours in a day shall be paid at the rate of time and one half the employees regular straight time hourly rate.

### **15.03 OVERTIME PREMIUM AND NO PYRAMIDING**

Subject to any superior conditions, the overtime rate shall be time and one-half (1½) the employee's straight-time hourly rate.

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

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

### **15.04 TIME OFF IN LIEU OF OVERTIME**

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

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

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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 (7½) hours per day will receive a pro-rated amount of reporting pay.

15.06 CALL-BACK

Effective June 13, 2023, where employees are called back to work after having completed a regular shift, and prior to the commencement of their next regular shift, they shall receive a minimum of four (4) hours of work or four (4) hours pay at the rate of two times (2x) their straight time hourly rate. 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 three dollars and thirty cents (\$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 four dollars and ninety cents (\$4.90) per hour.

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

15.08 TEMPORARY TRANSFER

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

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

15.09 SHIFT AND WEEKEND PREMIUM

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

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

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

Effective September 29, 2023, employees shall be paid a weekend premium of three dollars and fourteen cents (\$3.14) per hour for all hours worked between 2400 hours Friday and 2400 hours Sunday, or such other forty-eight (48) hour period as may be agreed upon by the local parties.

**15.10 CHARGE NURSE PREMIUM**

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

**ARTICLE 16 - HOLIDAYS**

**16.01 PAYMENT FOR WORKING ON A HOLIDAY**

The holidays listed in the part-time local Appendix for the purposes of Article 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 (1½) their 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 their regularly scheduled hours on a paid holiday, such employee shall receive twice (2x) their regular straight time hourly rate for such authorized overtime.

**ARTICLE 17 -VACATIONS**

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

Any provision related to part-time qualifiers and calculation of payment that existed in the hospital's expiring collective agreement will be continued in Article 17.01(b).

Subject to any superior conditions:

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

**17.02 WORK DURING VACATION**

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

**17.03 BEREAVEMENT DURING VACATION**

Where an employee's scheduled vacation is interrupted due to 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 fourteen percent (14%) of their regular straight time hourly rate for all straight time hours paid.

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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

The Hospital will provide one-hundred and twenty dollars (\$120) per calendar year to each regular part-time employee who is required by the Hospital to wear safety footwear during the course of their duties.

19.02 INFECTIOUS DISEASES AND PRECAUTIONARY PRINCIPLE

- (a) The Hospital shall take every precaution reasonable in the circumstances for the protection of a worker. [*Occupational Health and Safety Act*, s. 25 (2) (h)].
- (b) When faced with occupational health and safety decisions, the Hospital will not await full scientific or absolute certainty before taking reasonable action(s) including but not limited to, providing readily accessible personal protective equipment that reduces risk and protects employees.
- (c) Hospitals will ensure adequate stocks of the N95 respirator or equivalent or better (or such other personal protective equipment as the parties may in writing agree) to be made available to bargaining unit members at short notice in the event that there are reasonable indications of the emergence of a pandemic, epidemic or outbreak of an infectious disease in the community served by the Hospital.
- (d) A worker who is required by their employer to wear or use any protective clothing, equipment or device shall be instructed and trained in its care, use and limitations before wearing or using it for the first time and at regular intervals thereafter and the worker shall participate in such instruction and training. Personal protective equipment that is to be provided, worn or used shall, be properly used and maintained, be a proper fit, be inspected for damage or deterioration and be stored in a convenient, clean and sanitary location when not in use. [*O. Reg. 67/93 – Health Care*].
- (e) The Hospital agrees to cooperate in providing necessary information and management support to enable the Joint Health and Safety Committee to fulfil its functions. In addition, the Hospital will provide the Committee with access to the Hospital's pandemic plan and related risk assessment, all accident reports, health and safety records, notifications of exposure to an infectious or contagious disease, and any other pertinent information in its possession. The

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Hospital will also provide the Committee with reports on fit testing compliance annually and personal protective equipment inventory on a quarterly basis. The Committee shall respect the confidentiality of the information.

- (f) Pregnant employees may request to be temporarily transferred from their current duties if, in the professional opinion of the employee's physician a risk to the pregnancy and/or unborn child is identified. If a temporary transfer is not feasible, the employee will be granted an unpaid leave of absence before the commencement of the pregnancy leave.
- (g) Within a reasonable time frame following the declaration of an epidemic or a pandemic by public health officials, the employer will meet with the joint health and safety committee to consult on how to implement protections for health care workers.
- (h) Employees who are absent from work due to illness shall receive sick pay in accordance with Article 13 (or in the case of part-time employees, percentage in lieu). Employees who are absent from work due to a communicable disease and who are required to quarantine or isolate due to (i) the employer's policy, and/or (ii) operation of law and/or (iii) direction of public health officials, shall be entitled to salary continuance and seniority accumulation for the duration of the quarantine.

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

### 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, which shall include the adoption of the following mandatory provisions:

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

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

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- Violence in the Workplace (include 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 work flow 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 the worker, in a workplace, that could cause physical injury to the worker, and
- (c) A statement or behaviour that it is reasonable for a worker to interpret as a threat to exercise physical force against the worker, in a workplace, that could cause physical injury to the worker.

#### 19.04 INFLUENZA VACCINATION

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

- (a) Hospitals recognize that employees have the right to refuse any recommended or required vaccination.
- (b) If an employee refuses to take the recommended or required vaccine required under this provision, they will be reassigned during the outbreak period, unless reassignment is not possible, in which case they will be placed on unpaid leave. If an employee is placed on unpaid leave, they can use banked lieu time or vacation credits in order to keep their pay whole. It is further agreed that any such reassignment will not adversely impact the scheduled hours of other employees.
- (c) If an employee refuses to take the recommended or required vaccine because it is medically contra-indicated, and where a medical certificate is provided to this effect, they will be reassigned during the outbreak period, unless reassignment is not possible, in which case the employee will be placed on paid leave. It is further agreed that any such reassignment will not adversely impact the scheduled hours of other employees.

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- (d) If an employee gets sick as a result of the vaccination, and applies for WSIB, the Hospital will not oppose the claim.
  - (e) If the full cost of such medication is not covered by some other source, the Hospital will pay the full or incremental cost for the vaccine and will endeavour to offer vaccinations during an employee's working hours. In addition, employees will be provided with information, including risks and side effects, regarding the vaccine.
  - (f) This article shall be interpreted in a manner consistent with the Ontario Human Rights Code.

## **ARTICLE 20 - COMPENSATION**

### **20.01 (A) JOB CLASSIFICATION**

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

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

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

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

Notwithstanding the foregoing, if as a result of compensable illness or injury covered by WSIB an employee is unable to carry out the regular functions of their position, the Hospital may, subject to its operational requirements, establish a special classification and salary in an endeavour to provide the employee with an opportunity of continued

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employment. This provision shall not be construed as a guarantee that such special classification(s) will be made available or continued.

20.01 (B) JOB DESCRIPTIONS

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

20.02 ASSIGNMENT OF DUTIES FROM ANOTHER CLASSIFICATION

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

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

20.03 PROMOTION TO A HIGHER CLASSIFICATION

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

20.04 WAGES AND CLASSIFICATION PREMIUMS

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

20.05 PROGRESSION ON THE WAGE GRID

Effective October 10, 1986, part-time employees, including casual employees, shall accumulate service for the purpose of progression on the wage grid, on the basis of one (1) year for each one-thousand, seven-hundred and twenty-five (1725) hours worked.

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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**

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

## **ARTICLE 22 - DURATION**

### **22.01 TERM**

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

### **22.02 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 one-hundred and twenty (120) to sixty (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.

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

Dated at Toronto, Ontario, this 13th day of January, 2025.

FOR THE HOSPITAL:

Zhebi

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Amamadi

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Sidra Akhmed

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FOR THE LOCAL UNION:

Terrence Birmingham

Terrence Birmingham (Jan 13, 2025 15:18 EST)

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Tanya Williams

Tanya Williams (Jan 15, 2025 21:49 EST)

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Christian Dragani

Christian Dragani (Jan 13, 2025 16:42 EST)

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Answilla

Answilla Joseph (Jan 19, 2025 19:04 EST)

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calvin campbell

calvin campbell (Jan 15, 2025 07:02 EST)

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Michael Smith

Michael Smith (Jan 13, 2025 16:09 EST)

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**LETTER OF UNDERSTANDING No. 1**

**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 Hospital the full amount of the monthly premiums, in advance.

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

Dated at Toronto, Ontario, this 13th day of January, 2025.

FOR THE HOSPITAL:

*Therese*

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*Amamadi*

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*Sidra Mahmood*

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FOR THE LOCAL UNION:

*Terrence Birmingham*

Terrence Birmingham (Jan 13, 2025 15:18 EST)

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*Tanya Williams*

Tanya Williams (Jan 15, 2025 21:49 EST)

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Christian Dragani (Jan 13, 2025 16:42 EST)

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*Answilla Joseph*

Answilla Joseph (Jan 19, 2025 19:04 EST)

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*calvin campbell*

calvin campbell (Jan 15, 2025 07:02 EST)

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*Michael Smith*

Michael Smith (Jan 13, 2025 16:09 EST)

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**LETTER OF UNDERSTANDING No. 2**

**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 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 by four (4) months prior to the expiry of the collective agreement.

Dated at Toronto, Ontario, this 13th day of January, 2025.

FOR THE HOSPITAL:

*Z. H. H. H.*

*M. M. M. M.*

*S. S. S. S.*

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FOR THE LOCAL UNION:

*Terrence Birmingham*  
Terrence Birmingham (Jan 13, 2025 15:18 EST)

*Tanya Williams*  
Tanya Williams (Jan 15, 2025 21:49 EST)

*Christian Dragani*  
Christian Dragani (Jan 13, 2025 16:42 EST)

*Answilla Joseph*  
Answilla Joseph (Jan 19, 2025 19:04 EST)

*calvin campbell*  
calvin campbell (Jan 15, 2025 07:02 EST)

*Michael Smith*  
Michael Smith (Jan 13, 2025 16:09 EST)

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## **LETTER OF UNDERSTANDING No. 3**

### **RE: NURSING GRADUATE GUARANTEE PROGRAM**

- L3.01 The Hospital may introduce supernumerary positions to newly graduated or internationally educated nurses in compliance with the government's 2023-24 Guidelines for Participation in the Nursing Graduate Guarantee Program. If these guidelines are amended in a way that directly impacts the terms and conditions of this LOU, the parties will meet centrally to renegotiate this letter of understanding.
- L3.02 Only so many positions will be created as are covered by government funding for supernumerary positions.
- L3.03 Newly graduated nurses are defined as those nurses who have graduated from a nursing program or refresher program within the last year. Internationally educated nurses are defined as those nurses who received their basic nursing education in a country other than Canada.
- L3.04 The Hospital will consult with the Union with regards to supernumerary positions in accordance with the 2023-2024 Nursing Graduate Guarantee Program Guidelines.
- L3.05 The applicable mentorship premium in the local appendix will apply.
- L3.06 Such supernumerary positions will not be subject to internal postings as per Article 9.05.
- L3.07 Such nurses will be full-time and covered by the full-time Collective Agreement.
- L3.08 The duration of such supernumerary appointments will be for the period of funding or such other period as the local parties may agree, provided such period is not less than twelve (12) weeks.
- L3.09 Such nurses can apply for posted positions during the supernumerary appointment but may not transfer to a permanent position before the end of the supernumerary appointment.
- L3.10 For the purpose of job posting, supernumerary nurses will be deemed to have no seniority within the bargaining unit. If they are the successful applicant in a job competition they will then be credited with service and seniority equal to all hours worked in their supernumerary position.
- L3.11 If the nurse has not successfully posted into a permanent position by the end of the supernumerary appointment, they will be reclassified as casual and this will not be considered a layoff.
- L3.12 The Hospital bears the onus of demonstrating that such positions are supernumerary.

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Dated at Toronto, Ontario, this 13th day of January, 2025.

FOR THE HOSPITAL:

Therese

Amamadi

Sidra Mahmood

FOR THE LOCAL UNION:

Terrence Birmingham

Terrence Birmingham (Jan 13, 2025 15:18 EST)

Tanya Williams

Tanya Williams (Jan 15, 2025 21:49 EST)

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Christian Dragani (Jan 13, 2025 16:42 EST)

Joseph

Answilla Joseph (Jan 19, 2025 19:04 EST)

calvin campbell

calvin campbell (Jan 15, 2025 07:02 EST)

Michael Smith

Michael Smith (Jan 13, 2025 16:09 EST)

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**LETTER OF UNDERSTANDING No. 4**

**RE: OPTIMAL STAFFING COMPOSITION**

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

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

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

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

Dated at Toronto, Ontario, this 13th day of January, 2025.

FOR THE HOSPITAL:

*Zhibi*  
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*Amamadi*  
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*Sidra Akhmed*  
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FOR THE LOCAL UNION:

*Terrence Birmingham*  
Terrence Birmingham (Jan 13, 2025 15:18 EST)  
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*Tanya Williams*  
Tanya Williams (Jan 15, 2025 21:49 EST)  
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*Christian Dragani*  
Christian Dragani (Jan 13, 2025 16:42 EST)  
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Ansilla Joseph (Jan 19, 2025 19:04 EST)  
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calvin campbell (Jan 15, 2025 07:02 EST)  
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*Michael Smith*  
Michael Smith (Jan 13, 2025 16:09 EST)  
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**LETTER OF UNDERSTANDING No. 5**

**RE: AGENCY STAFF REPORTING**

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

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

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

Dated at Toronto, Ontario, this 13th day of January, 2025.

FOR THE HOSPITAL:

*Jh. bic*  
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*Amamadu*  
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*Sidra Mahmood*  
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FOR THE LOCAL UNION:

*Terrence Birmingham*  
Terrence Birmingham (Jan 13, 2025 15:18 EST)  
\_\_\_\_\_  
  
*Tanya Williams*  
Tanya Williams (Jan 15, 2025 21:49 EST)  
\_\_\_\_\_  
  
*Christian Dragani*  
Christian Dragani (Jan 13, 2025 16:42 EST)  
\_\_\_\_\_  
  
*Joseph*  
Answilla Joseph (Jan 19, 2025 19:04 EST)  
\_\_\_\_\_  
  
*calvin campbell*  
calvin campbell (Jan 15, 2025 07:02 EST)  
\_\_\_\_\_  
  
*Michael Smith*  
Michael Smith (Jan 13, 2025 16:09 EST)  
\_\_\_\_\_

# 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:

<b>SECTION 3: DETAILS OF OCCURENCE</b>
--

Is this an:       Isolated Incident       Ongoing Problem      (Check One)

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

**SECTION 4: REMEDY**

a) At the time the workload issue occurs, discuss the issue within the unit/area/program to develop strategies to meet patient care needs. Provide details of how it was or was not resolved:

b) Failing resolution at the time of the occurrence, seek immediate assistance from your immediate supervisor/manager who has responsibility for timely resolution of workload issues. Discussion details:

c) Was it resolved:     Yes             No Provide details of how it was or was not resolved:

**SECTION 5: RECOMMENDATIONS**

To correct this problem, I/we recommend:

**SECTION 6: EMPLOYEE SIGNATURE(S)**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Phone #: \_\_\_\_\_

Email: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Phone #: \_\_\_\_\_

Email: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Phone #: \_\_\_\_\_

Email: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Phone #: \_\_\_\_\_

Email: \_\_\_\_\_

**SECTION 7: MANAGEMENT COMMENTS**

The manager (or designate) will provide a written response to the individual(s) with a copy to the Bargaining Unit President. Please provide any information/comments in response to this report, including any actions taken to remedy the situation, where applicable:

# 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:	<input type="checkbox"/> 7.5 Hr Shift	<input type="checkbox"/> 11.25Hr Shift
Name of Supervisor:		Date/Time Submitted:	

## SECTION 2: DETAILS OF OCCURRENCE

Provide a concise summary of the occurrence:

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**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?

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No      Why not?

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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?

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No      Why not?

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**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:

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- Number of beds. Provide details:

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- Number of Admissions. Provide details:

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- Number of Discharges. Provide details:

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- Other. Please specify and provide details:

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**SECTION 5: RPN RECOMMENDED SOLUTIONS**

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

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

Provide details for each checked box above:

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- Other solutions:

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**SECTION 6: EMPLOYEE SIGNATURES**

Signature \_\_\_\_\_ Phone # \_\_\_\_\_

Signature \_\_\_\_\_ Phone # \_\_\_\_\_

Signature \_\_\_\_\_ Phone # \_\_\_\_\_

Date submitted: \_\_\_\_\_

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## **APPENDIX OF LOCAL ISSUES**

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

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

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

## **IMPLEMENTATION NOTE RE PREEXISTING CLAUSES**

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

**LOCAL ISSUES**

**PART-TIME COLLECTIVE AGREEMENT**

**Between**

**UNIVERSITY HEALTH NETWORK  
THE TORONTO REHABILITATION INSTITUTE  
(Heretofore referred to as the "Hospital")**

**and**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES,  
LOCAL 1156.01  
(Hereinafter referred to as the "Union")**

**Expires: September 28, 2025**

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## **A. RECOGNITION and COVERAGE**

### **Unit Definition**

- A.01 The Hospital recognizes the Union as the sole bargaining agent for all employees of the Hospital in Metropolitan Toronto, regularly employed for not more than twenty-four (24) hours per week, and students employed during school vacation periods, save and except professional medical staff, graduate and undergraduate nursing staff, graduate and undergraduate pharmacists, graduate and undergraduate dieticians, technical personnel, supervisors and forepersons, chief engineers, office and clerical staff and employees in bargaining units for which any trade union holds bargaining rights, as of 27 May 1987.
- A.02 It is hereby agreed that the term "technical personnel" as used in Article 1.01 above includes graduate and undergraduate audiologist, physio-occupational, psychiatric and speech therapists, psychologists, psychometrists, computer programmers, biomedical repair technicians, certified and non-certified dental assistants, photography technicians and artists, medical illustrators, registered non-registered and student, X-ray technicians, respiratory technicians, electrocardiogram technicians, electroencephalogram technicians, pulmonary technicians, nuclear medicine technicians, ophthalmic technicians, electroshock therapists, pathological and cardiological technicians, recreation counselors and recreation workers. It is also understood that the term "clerical staff" in 1.01 above includes "Unit Receptionists."

### **Employee Definition**

- A.03 The word "employee" or "employees" wherever used in this Agreement shall mean only the employees in the bargaining unit defined above, unless the context otherwise provides.

## **B. RELATIONSHIP**

### **Dues**

- B.01 (a) All employees after completing their probationary periods at the Toronto Rehabilitation Institute will be subject to compulsory deduction of the monetary equivalent of regular monthly Union dues as a condition of continued employment. Dues shall be deducted from the first pay of the employee in each month and forwarded to the National Secretary- Treasurer of the Union in the form of a cheque, and to the Treasurer of the Local by deposit to the CUPE bank account no later than fourteen (14) days from the date of deduction, accompanied by a list as required under 5.02 of the Central Agreement.

### **Reports to Union**

- B.01 (b) (1) The hospital will supply the Union with a list of all employees paying dues each month.
- B.01 (b) (2) This list shall be accompanied by the amounts deducted from and the number of hours worked by each employee. The list will also include an indication of those employees from whom dues were not conducted as a result of a leave of absence.

- 
- B.01 (c) The Hospital will, provide an updated electronic copy of the seniority list to the Union on a quarterly basis (January 31, April 30, July 31 and October 31). The Union will review the seniority list and any changes will be updated by the end of February, May, August and November. The updated seniority list will be posted after, and a copy will be provided to the Union.
- B.01 (d) The hospital shall, on an annual basis, provide an updated mailing list of current bargaining unit members as of April 1 of a given year which includes current addresses and phone numbers. Such mailing list shall be provided as in an electronic format.
- B.02 The Union will save the Hospital harmless from any and all claims which may be made by employees from amounts deducted from their pay as herein provided.

### **C. MANAGEMENT FUNCTIONS**

- C.01 The Union acknowledges that the management of the Hospital and the direction of the working forces are fixed exclusively in the Hospital and shall remain solely within the Hospital and without limiting the generality of the foregoing, that is the exclusive function of the Hospital to;
- (a) maintain order, discipline and efficiency;
  - (b) hire, assign, retire, discharge, direct, classify, transfer, promote, demote, layoff, recall and suspend or otherwise discipline employees provided that if an employee claims that they have been discharged or disciplined without just cause, a grievance may be filed and dealt with in accordance with the grievance procedure;
  - (c) establish and enforce reasonable rules and regulations to be observed by the employees, provided that they are not inconsistent with the provisions of this agreement;
  - (d) determine the kinds and locations of machines and equipment to be used, the allocation and number of employees required from time to time, the standard performance for all employees;
  - (e) establish and enforce reasonable Hospital Policies.
- C.02 The Hospital agrees that such rights shall be exercised in a manner consistent with the provisions of this Agreement.

### **D. REPRESENTATION**

- D.01 The hospital will recognize a Grievance Committee composed of not more than a total of three (3) employees selected by the union to be known as "Grievance Committee".

- 
- D.02 The hospital will recognize two (2) chief stewards. The hospital will also recognize a total of twelve (12) stewards in total. The union will notify the Hospital who the stewards are by name and site. Stewards from the full-time bargaining unit may represent employees of this bargaining unit. It is understood that the Lyndhurst and Rumsey sites, for this article. Will be considered one (1) site.
- D.03 The Union shall keep the Hospital notified in writing of the names of its current Officers and Stewards and shall provide such notice within ten (10) calendar days of the appointment of such Officers and Stewards.
- D.04 The Hospital recognizes a Union Bargaining Committee of not more than a total of eight (8) employees for the full-time and part-time units. The Hospital and Union recognize that the responsibility of the union bargaining committee is negotiating a renewal of this collective agreement, with the understanding that no more than two employees from a department/unit may be a member of the bargaining committee.

#### **Discipline & Advice to the Employee/Union**

- D.05 (a) Disciplinary interviews will take place in private unless, in the opinion of the supervisor, circumstances require immediate action. The employee and steward will receive a copy of the letter at the time the letter is given. Grievances may be filed on both written and verbal disciplinary notices or warnings.
- (b) Re: Representation  
The parties recognize that an employee shall have the right upon request for the presence of their steward at the time that formal discipline is imposed or at any stage in the grievance procedure, as per article 7.02 of the central agreement. As a result, the Union shall endeavour to provide a steward for all sites at all times. Wherever possible, the Union shall provide the People & Culture Department with a list of all stewards who are not available.

#### **E. BULLETIN BOARDS**

- E.01 This bargaining unit shall be entitled to use the bulletin boards provided for the full-time unit. Separate bulletin boards shall not be provided.

#### **F. DESIGNATED HOLIDAYS**

- F.01 As per designated holidays listed on the full-time agreement.

#### **G. VACATION**

- G.01 Except under unusual circumstances, employees will be permitted to take vacation in unbroken periods of up to three (3) weeks. The Hospital will endeavour to provide longer periods of unbroken vacations where feasible after taking into account staffing requirements.

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- G.02 Vacations may be taken at any time during the calendar year in which they are earned (except during the Christmas and New Year period) subject to the approval of the Department Manager or their designate, and to any other relevant provisions of this agreement.
- G.03 For the purpose of establishing priority for vacations during peak periods (June 15 to September 15) bargaining unit seniority within the department shall govern. Vacation requests for the peak period shall be submitted by April 1st and confirmed by May 15th. Requests received at any other times will be considered on a first come, first serve basis and confirmed within fourteen (14) days of receipt. All requests for vacation must be forwarded to the Supervisor or Department Manager in writing and dated.
- G.04 Vacation will be scheduled according to the department master schedule.
- G.05 An employee may be permitted to carry up to two (2) weeks of vacation to the next year providing all vacation approved for carryover is taken by April 1st of the next year unless the employee is on an approved Leave of Absence.

## **H. HOURS OF WORK AND OVERTIME**

- H.01 The Hospital will give one (1) weekend off in two (2) but in the event a second consecutive weekend is worked by an employee they shall be paid at the rate of one and one-half times (1.5) their regular straight time hourly rate for time worked on such second weekend unless the work on the second consecutive weekend was scheduled at the request of the employee. Changes in working schedules initiated by the employee and approved by the Hospital, shall not result in any premium payment notwithstanding the provisions hereof.
- H.02 Changes in working schedule initiated by an employee and approved by the hospital, shall not result in any premium payment, notwithstanding the provisions hereof.
- H.03 Twenty-four (24) hours' notice shall be given before a change of shift or a change of day-off and in any event the employee will be consulted. Failure to provide at least fifteen (15) hours rest between shifts shall result in payment of overtime at established rates for any hours worked during such normal rest period. If a person is required to work overtime on one (1) shift and reports for work at their regular starting time on the next shift, they will receive overtime pay for such hours worked as overtime but not the hours worked during the next regularly scheduled shift, i.e. there is no pyramiding of overtime.

### **Disclosure of Overtime Situation**

- H.04 Prior to an additional shift being accepted, it will be established, if by accepting and working the additional scheduled shift, the employee would be eligible for overtime pay.

If overtime would be applicable for the offered shift, the Hospital has the right to immediately cancel the offer of that shift.

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- H.05        There shall be no scheduled split shifts.
- H.06        When extra shifts or overtime work becomes available the Hospital will endeavour to distribute the work equitably, among the available and qualified employees, on the basis of seniority.
- (a)        In order to be considered for the distribution of extra shifts, the employees must have made themselves available, via the Hospital-provided forms, and be qualified to perform the work;
  - (b)        The Hospital will provide the appropriate forms to all employees in the departments/units. The form will be returned on a monthly basis with a copy to each employee.
  - (c)        Shift schedules shall be posted four (4) weeks in advance with the appropriate full-time equivalents.
- H.07        An RPN who does not rotate may be scheduled by the Hospital to work days to the extent necessary to contribute to the clinical and functional programs (such as education, assessment, and participation in Team and Family Conferences). The Hospital shall give reasonable notice of the change in schedule to the affected RPN.
- H.08        Where a regular part time employee accepts an additional shift or when a casual employee accepts a shift, s/he must report for that shift unless there is an entitlement for leave as outlined in the terms of this agreement.
- H.09        Alterations to Posted Schedules - Tour Exchange
- The Hospital may allow the exchange of shifts at the request of two (2) employees provided that such change be submitted in writing by both employees in a manner prescribed by the Hospital and that the Hospital's approval is obtained in advance, with no less than forty-eight (48) hours prior to the scheduled shift. No overtime premium is paid because of such exchange and no additional cost to the Hospital results from such exchange of shifts. Such a request shall not be unreasonably denied.
- H.10        A casual employee who declares themselves available for work shall notify the Hospital as soon as a change in circumstance becomes known.
- A casual employee will be considered deemed terminated if the employee had previously declined to work five (5) or more shifts in any three (3) calendar month rolling time period unless the employee provides substantive reasons why they declined such shifts (i.e., medical documentation suitable and satisfactory to the Health Services Department).
- H.11        An employee who has elected to receive time off in lieu of overtime pay in accordance with Article 15.04 of the Central Agreement will have the lieu days paid out at the premium rate if the time off is not taken by March 31st of the fiscal year in which the overtime was worked.

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## **I. OCCUPATIONAL CLASSIFICATION AND WAGE RATES**

- I.01 The occupational classifications and wage rates set forth in Appendix "A" are agreed to by the Hospital and the Union. All employees covered by this agreement, shall participate in the Hospital's direct banking system as a condition of employment.

## **J. SICK LEAVE**

- J.01 Part-time employees must make every reasonable effort to advise their department head or department head designee of expected absence in sufficient time to arrange for a replacement for the employee and not less than two (2) hours prior to the start of a day shift, not less than four (4) hours prior to the start of an afternoon or night shift.
- J.02 An employee absent because of illness must notify the Hospital of their ability to work no later than twenty-four (24) hours before returning to work and in accordance with Hospital policy must report to the Health Services Department prior to returning to the work site.
- J.03 Staff whose illness/injury may be of more than a single day will advise their managers or designates of their expected return to work date as soon as they know their return to work date, but at a minimum no later than twenty-four (24) hours prior to returning to work.

## **K. GENERAL**

### **Uniforms**

- K.01 All employees required to wear uniforms will have their uniforms maintained and laundered free of charge. Each employee who is required to wear a uniform of the hospital's choice shall be supplied with such uniform by the hospital. On termination of employment, such uniforms must be surrendered to the hospital.

### **Protective Clothing**

- K.02 When an employee is required to work outside during inclement weather, suitable protective clothing will be supplied.

### **Facilities for Meals & Clothes**

- K.03 Accommodation shall be provided for employees to have their meals. Facilities shall be provided for employees to change and store their clothes and such facilities shall be kept in a clean and tidy condition by each employee.

### **Meeting Space for Union**

- K.04 The Hospital shall provide meeting space, if available, to allow the Local Union to hold its monthly membership meeting on the Hospital premises. The Union will follow

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Hospital procedure for room bookings. The Union shall provide the Hospital, each January, with a list of proposed dates for monthly membership meetings for the year.

### **Rest & Meal Period Allowances**

K.05 Employees required to work more than two (2) hours overtime on the same day they have worked a full tour shall, after the two (2) hours, receive a ½ hour paid meal period and shall be provided with a hot meal or ten dollars (\$10.00) if the Hospital is unable to provide the hot meal.

### **Correspondence**

- K.06
- (a) All correspondence between parties to this agreement shall be processed through the Recording-Secretary and the President (or their designate) of the local union.
  - (b) Any correspondence between the Hospital and any bargaining unit employee arising out of the operation of this agreement, or incidental thereto, shall be copied to the President and the Recording-Secretary of the local union at the same time it is provided to the employee. The correspondence may be in electronic form where applicable.

### **Current Certificate**

K.07 Registered Practical Nurses shall, as a condition of employment, maintain current registration with the College of Nurses of Ontario. Upon notification from the College that an employee's registration has been suspended, the employee will immediately be placed on an unpaid leave of absence until registration has been restored. That leave will not exceed two (2) months. Failure to restore registration with the College may result in termination of employment.

### **Replacement of Registered Practical Nurses**

- K.08
- (a) The Hospital will not reduce the numbers of Registered Practical Nurses by refusing to allow Registered Practical Nurses to perform the skills recognized by the College of Nurses as within their scope of practice.
  - (b) The Hospital undertakes to encourage Registered Practical Nurses (RPNs) to upgrade their skills to the present level of those being acquired by the graduating RPNs. Further, the Hospital will, where applicable, encourage and permit the utilization of the upgraded skills.
  - (c) Should the Hospital require those skills on the work units, the Hospital will pay for attendance at such training at regular wages and will also pay tuition and materials.
  - (d) Expectations on the time frame for the acquisition of new skills will be established jointly with the Union as new skills are required. In an RPN is unable to acquire these skills within the acceptable time-frame, the Hospital and Union will discuss reassignment through the Labour- Management Committee in order to achieve equitable distribution of the newly acquired skills. Notwithstanding the above, the RPN will not be precluded from using the grievance procedure

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## **Special**

K.09 Except under unusual circumstances, the following conditions will be effect:

- (1) When attending to the dead, an RN or RPN should be present.
- (2) Staff working the day tour of duty will not be assigned to the 3-11 shift on Friday, prior to their weekend off.
- (3) On day shifts, patient care assignments should not exceed seven patients. On evening and night shifts, patient care assignments should not exceed current practices.

## **Change of Address Notification**

K.10 It shall be the duty of the employees to notify the People & Culture Department in writing promptly of any change in address. If an employee fails to do this, the Hospital will not be responsible for failure of a notice sent by registered mail to reach such an employee.

## **Cost of Printing this Collective Agreement**

K.11 The Union and the Hospital shall share the cost of printing this Agreement equally between them.

## **Leave on Union Business**

- K.12
- (a) The Union will reimburse the Hospital in full for all wages paid to employees on leave for union business within thirty (30) days of receipt of the Hospital invoice by the local.
  - (b) In order to conduct fair representation to local members, the Hospital agrees to provide the Local president or designate with one and one-half (1 ½) days paid per work week.

The President or designate shall receive approval of their manager. Such requests will not be unreasonably denied.

## **WSIB**

K.13 The Hospital will notify the President of CUPE Local 1156, every month, of the names of all staff who are off work due to a work related injury.

The Hospital agrees to provide the Union with a copy of the Incident Report at the same time as it is sent to the Board. The Union is encouraged to provide any supplementary information that would be pertinent.

## **Notification**

K.14 The hospital will notify the President of CUPE Local 1156, or designate, every month of the names of all staff that are off due to a non-work-related injury or illness lasting more than thirty (30) days. The Union will save the Hospital harmless from any and all claims which may be made by employees regarding such notification.

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## **RPN Mentor**

- K.15 (a) Registered Practical Nurses (RPNs) are expected, as part of their regular duties, to provide guidance and advice to members of the health care team.
- (b) RPNs may, from time to time, be assigned a formal mentorship role for a designated employee. Mentorship is a formal supportive relationship between two (2) employees, which results in the professional growth and development of an individual practitioner to maximize their clinical practice. The relationship is time limited and focused on goal achievement. Orientation to the organization or general functioning of the unit does not constitute mentorship.

After consultation with the nurse being mentored, the Hospital will identify the experiences required to meet their learning needs, and will determine the duration of the mentorship assignment and expectations of the mentor.

The Hospital will provide, on a regular basis, all RPNs with an opportunity to indicate their interest in assuming a mentorship role, through a mechanism developed by the local parties. The Hospital selects and assigns the mentor for a given mentorship relationship. At the request of any aforementioned employee, the Hospital will discuss with any unsuccessful applicant ways in which they may be successful for future opportunities.

The Hospital will review the workload of the mentor and the employee being mentored to facilitate successful completion of the mentoring assignment.

The Hospital will pay the RPN for this assigned additional responsibility a premium of sixty cents (\$.60) per hour, in addition to their regular salary and applicable premium allowance.

## **Student Supervision**

- K.16 (a) Registered Practical Nurses may be required, as part of their regular duties, to supervise activities of students in accordance with the current College of Nurses of Ontario Accountability Standards for RNs and RPNs Working with Students. Nurses will be informed in writing of their responsibilities in relation to these students and will be provided with what the Hospital determines to be appropriate training. Any information that is provided to the Hospital by the educational institution with respect to the skill level of the students will be made available to the nurses recruited to supervise the students. Upon request, the Hospital will review the nurse's workload with the nurse and the student to facilitate successful completion of the assignment.

Where a nurse is assigned nursing student supervision duties, the Hospital will pay the nurse a premium of sixty cents (\$0.60) per hour for all hours spent supervising nursing students.

Nurses are expected, as part of their regular duties, to provide guidance and advise to members of the healthcare team.

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### **Professional Responsibility**

- K.16 (b) In accordance with Article 9.16, the optimal patient care is, and safe working conditions are, enhanced when there is timely and effective communications between the parties with respect to patient care and professional responsibility. To that end, the Hospital may, as needed as determined by patient care needs, require a RPN to conduct face-to-face reporting at the change of tour in accordance with their professional responsibility obligations.

### **Quarantine**

- K.17 When an employee is not offered any shifts due to outbreak (not including influenza) the Hospital will reassign any available shifts from the floor quarantined. It is also agreed that any such reassignment will not adversely impact the scheduled hours of any other employee.

### **Pay Errors**

- K.18 Should an error occur on a pay cheque, attributable to the Hospital, the Hospital agrees to correct the error no later than three (3) business days from the time the error is reported. All such requests must be submitted through the employee's department head. The Hospital shall administer such correction by issuing the difference in a separate cheque.
- K.19 In order to be considered for a vacancy, employees must submit an application within the posting period through the Hospital's "On-Line Application" website. The Hospital will acknowledge, via email, applicants that applied online for a position that their application has been received.

### **Labour Management Committee**

- K.20 The Parties recognize the significance of the Union's concerns with respect to the use of Casual employees throughout the bargaining unit. It is agreed that the topic of reducing the use of casual employees is an appropriate topic for the Labour-Management Committee.

### **Legal Representation**

- K.21 It is understood that the UHN Policy "Access to Legal Counsel by Hospital Personnel" provides for legal representation of staff involved in work related liability cases.

## **L. HEALTH AND SAFETY**

- L.01 (a) To promote Health and Safety in the Hospital, the parties have, through the Ministry of Labour, developed and agreed upon Terms of Reference (dated November 24, 1993 as reviewed and revised) for implementation of the Occupational Health and Safety Act.

It is a mutual interest of the parties to promote health and safety in workplaces and to prevent and reduce the occurrence of workplace injuries and occupational diseases. The parties agree that health and safety is of the utmost importance and agree to promote health and safety and wellness throughout the organization. The parties further agree that in promoting and maintaining

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health and safety and wellness throughout the organization, the precautionary principle, which states that action to reduce risk need not await scientific certainty, be the guiding principle. The Hospital shall provide orientation and training in health and safety to new and current employees on an ongoing basis, and employees shall attend required health and safety training sessions.

The Hospital and all employees shall comply with all applicable federal, provincial and municipal health and safety legislation, regulations and policies. All standards established under such legislation, regulations and policies shall constitute acceptable practice which may be improved upon by agreement of the Joint Occupational Health and Safety Committee ("JOHSC") or in negotiations with the Hospital.

- (b) There shall be one Health and Safety representative per site who will be a certified worker as defined under the Occupational Health and Safety Act. This would not preclude the Hospital from having more than one certified worker. The CUPE certified workers shall be trained at the Hospital's expense.

When a certified worker rep is called in to perform their duties under the Occupational Health and Safety Act and/or the collective agreement, they shall be paid at the applicable rate.

- (c) Pregnant employees may request to be accommodated in accordance with the Ontario Human Rights Code.
- (d) Where the Hospital identifies high-risk areas where employees are exposed to infectious or communicable diseases, employees shall be provided with personal protective equipment reasonable necessary for the protection of the employee.
- (e) 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. The Hospital will provide, at no cost to employees, the flu vaccine for those employees who identify that they want the immunization.
- (f) An employee who is required by the Hospital to wear or use any protective clothing, equipment or device shall be instructed and trained in its care, use and limitations before wearing or using it for the first time and at regular intervals thereafter and the employee shall participate in such instruction and training.

## **M. HARASSMENT**

- M.01 Allegations of violation of the Human Rights Code may be processed as grievances. The parties agree to maintain as much confidentiality as the investigation and resolution of the grievance permits.

## **N. VIOLENCE in the WORKPLACE**

- N.01 The Hospital is committed to providing a safe, respectful and healthy work environment for its employees by ensuring that the Occupational Health and Safety Act, its regulations, and all other relevant legislation concerning health and safety are rigorously observed.

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All parties are committed to work in compliance with the legislation, UHN's practices, policies, procedures and the requirement to recognize issues and report incidents in attempts to reduce violent incidents in the workplace.

The Hospital will report all incidents of workplace violence to the Joint Health and Safety Committee. The Hospital will inform the Union of any incidents of violence in accordance with the timelines outlines in the OHSAA.

For critical injuries as defined by the Occupational Health and Safety Act, the Hospital will notify the JHSC, Ministry of Labour, Immigration, Training and Skills Development and the Union immediately. The Hospital will submit a written report within forty-eight (48) hours to the Ministry, about the incident.

### **Measures and Procedures to Prevent Violence to Employees**

N.02 The Hospital shall establish and maintain measures and procedures and take all reasonable steps to control and/or reduce health and safety risks and protect all employees from workplace violence and harassment that may occur in the workplace.

### **Function of the Joint Health & Safety Committee**

N.03 All incidents involving workplace violence shall be brought to the attention of the Joint Health and Safety Committee (JHSC) through a written report that will be provided on a monthly basis. The Hospital agrees that the JHSC shall concern itself with all matters relating to workplace violence to staff, including but not limited to:

- (1) Consultation on the development and implementation of policies;
- (2) Consultation on the measures and procedures to prevent violence to staff;
- (3) Receiving and reviewing reports of workplace violent incidents; and
- (4) Consultation on workplace violence training programs.

### **Training**

N.04 The Hospital, in accordance with the Occupational Health and Safety Act, will provide appropriate information and instruction to employees on the contents of the workplace violence and harassment policies and programs.

The Hospital agrees to provide time and resources for this training. The Hospital shall pay each employee their wages as set out in the collective agreement while they attend such training or any subsequent training.

### **Support and Counselling**

N.05 The Hospital will ensure that counseling and support is available to workers who may be a victim of a workplace violence incident.

### **No Discrimination or Dismissal**

N.06 The Hospital, in accordance with the Occupational Health and Safety Act confirms that employees will be protected from reprisals.

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**Disputes**

N.07 Grievances filed concerning this article shall be filed at Step 2.

**O. EARLY AND SAFE RETURN TO WORK**

O.01 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 to them and valuable to the Hospital, and to meeting the parties' responsibilities under the law. As such, in order to facilitate the early and safe return to work of disabled employees, the parties recognizes the following principles:

Co-operation in facilitating the return to work of disabled employees

On-going and timely communication by all participants in the process is essential to the success of the process

Sharing of information that is necessary for all participants to participate fully in the process.

When it has been medically determined that an employee is unable to return to the full duties of **their** position due to a disability, the Hospital will notify and meet with a 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.

**P. UNION OFFICE**

P.01 The Hospital will provide Local 1156 with a suitable, secure office within one of the Hospital's main buildings. The hospital will also provide a telephone line and computer tied into the Hospital's computer system.

**Q. REGISTERED PRACTICAL NURSES****Seniority**

Q.01 **RPN Probationary Period**

Newly hired Registered Practical Nurses shall be considered to be on probation for a period of seventy (70) tours worked from date of last hire (525 hours of work for those whose hours of work are other than the standard work day). If retained after the probationary period, the full-time RPN shall be credited with seniority from date of last hire and the part-time RPN shall be credited with seniority for the seventy (70) tours (525 hours) worked. With written consent of the Hospital, the probationary RPN, and the President or designate of the Union, such probationary period, may be extended. Where the Hospital requests an extension of the probationary period, it is understood and agreed that extension will not exceed an additional sixty (60) tours (450 hours)

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worked and, where requested, the Hospital will advise the RPN and the Union of the basis of such extension with recommendations of the RPN's professional development.

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, or in bad faith, or for exercising a right under this Agreement.

Dated at Toronto, Ontario, this 13th day of January, 2025.

FOR THE HOSPITAL:

FOR THE LOCAL UNION:

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**LETTER OF UNDERSTANDING No. 1**

**RE: COMMITMENT TO EQUITY, DIVERSITY AND INCLUSIVITY**

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

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

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

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

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

Dated at Toronto, Ontario, this 13th day of January, 2025.

FOR THE HOSPITAL:

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*Zhu*

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*Mohammad*

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*Sidra Mahmood*

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FOR THE LOCAL UNION:

*Terrence Birmingham*  
Terrence Birmingham (Jan 13, 2025 15:18 EST)

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*Tanya Williams*  
Tanya Williams (Jan 15, 2025 21:49 EST)

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*Christian Dragani*  
Christian Dragani (Jan 13, 2025 16:42 EST)

\_\_\_\_\_

*Joseph*  
Answilla Joseph (Jan 19, 2025 19:04 EST)

\_\_\_\_\_

*calvin campbell*  
calvin campbell (Jan 15, 2025 07:02 EST)

\_\_\_\_\_

*Michael Smith*  
Michael Smith (Jan 13, 2025 16:09 EST)

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## LETTER OF UNDERSTANDING No. 2

### RE: EXTENDED SHIFTS

The Parties agree to apply the language and provisions outlined below to the Registered Practical Nurse (RPN) and Personal Support Worker (PSW) classifications.

L2.01 The following provisions shall apply to all employees working extended shifts:

- (a) A regular twelve (12) hour shift shall be eleven and one quarter (11.25) paid hours in any twenty-four (24) hour period.
- (b) Each employee shall be entitled an unpaid meal break totaling forty-five (45) minutes. The timing of the unpaid meal break(s) will be contingent upon operational requirements.
- (c) Employees shall be entitled to paid relief periods during the shift based on 15 minutes for each 3.75 hours worked, totaling forty-five (45) minutes, subject to the exigencies of patient care.
- (d) Overtime shall be paid at the rate of time and one-half (1 ½) the employees' regular straight hourly rate for all authorized work performed in excess of 11.25 paid hours in a twenty-four (24) hour period.
- (e) Statutory holidays are paid at seven and a half (7 ½) hours. If the employee wishes to be topped up to eleven and quarter (11.25) hours, vacation or lieu time can be utilized. This provision is applicable to full-time employees only.

#### L2.02 Scheduling Provisions

The following scheduling provisions shall apply to all employees working extended shifts:

- (a) At least twelve (12) hours off shall be scheduled between shifts.
- (b) The Hospital will not schedule split shifts.
- (c) Schedules will be posted four (4) weeks in advance.
- (d) No more than three (3) consecutive extended shifts shall be scheduled unless specifically requested and/or agreed to by the employee.
- (e) The Hospital will give one (1) weekend off in two (2), however, in the event a second (2) consecutive weekend is worked by an employee, they shall be paid at the rate of one and one half (1 ½) times their regular straight time hourly rate for time worked on such second weekend unless it was scheduled at the request of the employee or was as a result of an exchange of shifts. Employees who make a request (in writing) to work a second weekend that has been approved by the Hospital, shall not result in premium payment. It is understood that the employee shall make a request (in writing) for every posted schedule.

The implementation and discontinuation of extended shifts in a department/unit shall be managed by the existing Labour Management Committee (LMC). It is agreed that the LMC will be responsible for resolving any challenges or disputes related to the implementation of extended shifts in a department/unit.

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### **L2.03 Implementation of Extended Shifts**

- (a) When the Hospital and the Union agree, extended tours may be instituted when sixty-six percent (66%) of the employees in a particular unit have so indicated by secret ballot. Such vote will be conducted by the Union.
- (b) Where less than sixty-six percent (66%) of the employees in a particular unit vote, as outlined in in (a), in favour of extended tours by secret ballot, either party may approach the other party and request them to consider the implementation of a combination extended and normal tour in a particular unit.

Where both extended tours and normal tours are implemented in a particular unit, employees shall be scheduled to work either normal tours or extended tours, taking into consideration their individual preferences. Where the Hospital cannot reasonably accommodate individual preferences, bargaining unit seniority within the unit will determine which employees get their preference.

It is understood that should a part-time employee request to work both normal and extended tours on top of their regular line, this request will not be unreasonably denied by the Hospital.

### **L2.04 Discontinuation of Extended Shifts**

Extended shifts may be discontinued when:

- (1) The employee makes request in writing to their Manager
- (2) The Hospital decides to discontinue extended shifts due to operational/staffing needs of the department/unit. The Hospital's decision shall not be exercised in an unreasonable or arbitrary manner.
  - i. Twelve (12) weeks' notice (in writing) is required by either party of their intent to discontinue Extended shifts.
  - ii. The Parties shall meet at the next LMC meeting from the date the notice was provided by either party.

L2.05 It is understood that term(s) not covered by this LOU are subject to the provisions of the collective agreement. It is further understood that any provision of this LOU that conflicts with any provision of the Collective Agreement, the Collective Agreement shall prevail.

L2.06 It is understood that the foregoing guidelines may not be all inclusive and may be subject to change or additions during the life of this Collective Agreement by the parties via a Memorandum of Agreement that has been discussed and agreed to by the Parties at the LMC level.

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Dated at Toronto, Ontario, this 13th day of January, 2025.

FOR THE HOSPITAL:

*Therese*

*Amamadi*

*Sidra Mohamed*

FOR THE LOCAL UNION:

*Terrence Birmingham*  
Terrence Birmingham (Jan 13, 2025 15:18 EST)

*Tanya Williams*  
Tanya Williams (Jan 15, 2025 21:49 EST)

*Christian Dragani*  
Christian Dragani (Jan 13, 2025 16:42 EST)

*Ansilla*  
Answilla Joseph (Jan 19, 2025 19:04 EST)

*calvin campbell*  
calvin campbell (Jan 15, 2025 07:02 EST)

*Michael Smith*  
Michael Smith (Jan 13, 2025 16:09 EST)

**APPENDIX A: CUPE RATES**

**Effective September 29, 2023**

Job Title	Effective September 29, 2023 (3.00%)		
	Start	Year 1	Year 2
UNIT AIDE	\$25.84	\$ 26.20	
DIETARY AIDE			
DIETARY PORTER			
CASHIER			
PERSONAL SUPPORT WORKER	\$28.06	\$ 28.43	\$ 28.79
PERSONAL SUPPORT WORKER (UPSKILLED)	\$30.10	\$ 30.96	
PORTER	\$25.93	\$ 26.20	
ENVIRONMENTAL SERVICES ASSOCIATE			
DIALYSIS AIDE			
ELEVATOR OPERATOR			
CSR AIDE	\$25.48	\$ 25.84	\$ 26.20
OTA/PTA (CERT.)	\$32.21	\$ 32.68	
OT TECHNICAL ASSISTANT	\$32.63	\$ 33.10	\$ 34.66
MAINTENANCE V			
ELECTRICIAN (LICENSED)			
PLUMBER			
RPN	\$ 36.09	\$ 36.60	\$ 37.05
BLDG SYSTEMS MECHANIC	\$ 32.11	\$ 32.65	\$ 33.64
MAINTENANCE I	\$ 26.64	\$ 26.92	
MAINTENANCE II	\$ 28.51	\$ 28.93	
CARPENTER	\$ 30.95	\$ 31.52	\$ 32.47
PAINTER			
MAINTENANCE III			
LINEN ATTENDANT			
LINEN/LAUNDRY WORKER	\$ 25.98	\$ 26.20	
DRIVER	\$ 25.02	\$ 25.36	
HEAD COOK	\$ 28.65	\$ 29.08	
COOK	\$ 27.94	\$ 28.37	
REHAB ASSISTANT	\$ 25.40	\$ 25.79	\$ 26.13
REHAB ASST/OT	\$ 25.85	\$ 26.21	\$ 26.55
STOREPERSON	\$ 27.66	\$ 28.04	

## APPENDIX A: CUPE RATES

**Effective September 29, 2024**

Job Title	Effective September 29, 2024 (3.00%)		
	Start	Year 1	Year 2
UNIT AIDE	\$ 26.62	\$ 26.99	
DIETARY AIDE			
DIETARY PORTER			
CASHIER			
PERSONAL SUPPORT WORKER	\$ 28.90	\$ 29.28	\$ 29.65
PERSONAL SUPPORT WORKER (UPSKILLED)	\$ 31.00	\$ 31.89	
PORTER	\$ 26.70	\$ 26.99	
ENVIRONMENTAL SERVICES ASSOCIATE			
DIALYSIS AIDE			
ELEVATOR OPERATOR			
CSR AIDE	\$ 26.25	\$ 26.62	\$ 26.99
OTA/PTA (CERT.)	\$ 33.17	\$ 33.66	
OT TECHNICAL ASSISTANT			
MAINTENANCE V	\$ 33.61	\$ 34.10	\$ 35.70
ELECTRICIAN (LICENSED)	\$ 37.17	\$ 37.69	\$ 38.16
PLUMBER			
RPN			
BLDG SYSTEMS MECHANIC	\$ 33.07	\$ 33.63	\$ 34.65
MAINTENANCE I	\$ 27.44	\$ 27.73	
MAINTENANCE II	\$ 29.37	\$ 29.80	
CARPENTER	\$ 31.88	\$ 32.46	\$ 33.44
PAINTER			
MAINTENANCE III			
LINEN ATTENDANT	\$ 26.76	\$ 26.99	
LINEN/LAUNDRY WORKER			
DRIVER	\$ 25.77	\$ 26.12	
HEAD COOK	\$ 29.51	\$ 29.95	
COOK	\$ 28.78	\$ 29.22	
REHAB ASSISTANT	\$ 26.16	\$ 26.56	\$ 26.92
REHAB ASST/OT	\$ 26.63	\$ 27.00	\$ 27.35
STOREPERSON	\$ 28.49	\$ 28.88	