

COLLECTIVE AGREEMENT

Between

UHN Toronto General
Toronto Western
Princess Margaret
Toronto Rehab
Michener Institute

**UNIVERSITY HEALTH NETWORK
TORONTO WESTERN HOSPITAL**

(Hereinafter referred to as “the Hospital”)

AND

CUPE

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 5001.07**

(Hereinafter referred to as “the Union”)

(PART-TIME CLERICAL UNIT)

Effective: September 29, 2023

Expiry: 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 (a) 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, upon notification via email to the Union, employee and Hospital up to twelve (12) months where the leave of the person being replaced extends that far. The period of employment of such persons will not exceed the absentee's leave. The release or discharge of such persons shall not be the subject of a grievance or arbitration.

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

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

- (b)** When a temporary full-time employee continues to work beyond six (6) consecutive months, such employee will be entitled to the following benefits. Extended Health Care, Dental, Semi-Private, and Group Life Insurance.

When such employee is transferred to permanent status they will be credited with service to the last date of hire for the purpose of determining benefit-qualifying periods.

2.02 Part-Time Commitment

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

2.03 Regular Part-Time Employee

A regular part-time employee is an employee who makes a written commitment (as per article 2.02) to be available for work on a regular pre-determined basis of up to twenty-four (24) hours per week.

2.04 Casual Employee

A casual employee is an employee who does not make such a commitment 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 practised by either of them or their representatives or members, because of an employee's membership or non-membership in a Union or because of their activity or lack of activity in the Union.

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

3.02 Attendance Management

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

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

ARTICLE 4 – STRIKES & LOCKOUTS

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

ARTICLE 5 – UNION SECURITY

5.01 T4 Slips

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

5.02 Notification to Union

(a) The Hospital will provide the union with a list, monthly, of all hirings, lay-offs, recalls,

and positions which have been vacated within the bargaining unit where such information is available or becomes readily available through the Hospital's payroll system. This information will be provided electronically via email.

- (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. The Union will be advised of the time and place of such orientation.

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

5.04 No Other Agreements

No employee shall be required or permitted to make any written or verbal agreement with the Hospital or its representative(s), which conflicts with the terms of this agreement. No individual employee or group of employees shall undertake to represent the union at meetings with the Hospital without proper authorization from the union.

ARTICLE 6 – UNION REPRESENTATION AND COMMITTEES

6.01 Union Activity on Premises and/or Access to Premises

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

6.02 Labour-Management Committee

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

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

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

It is also agreed that the topic of the utilization of full-time and part-time staff is an appropriate topic for the Labour-Management Committee. The committee shall have

access to work schedules and job postings upon request.

- (d) It is understood that joint meetings with other Labour-Management Committees in the Hospital may be scheduled concerning issues of mutual interest if satisfactory to all concerned. It is also agreed that the topic of scheduling overtime in certain departments identified by the Labour-Management Committee is an appropriate topic for the Labour-Management Committee.
- (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. (Refer to Appendix Q.07).

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

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

6.04 Central Bargaining Committee

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

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

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

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

6.05 Union Stewards

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

6.06 Grievance Committee

The Hospital will recognize a Grievance Committee composed of the Chief Steward and not more than (as set out in Local Provisions Appendix Q.01) 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 him. Failing settlement or response, then:

Step No. 2

Within nine (9) calendar days following the decision in Step No. 1, the grievance may be submitted in writing to the (designated by Hospital). A meeting will then be held between the (designate) and the Grievance Committee within nine (9) calendar days of the submission of the grievance at Step No. 2 unless extended by agreement of the parties. It is understood and agreed that a representative of the Canadian Union of Public Employees and the grievor may be present at the meeting. It is further understood that the (designate) may have such counsel and assistance as 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 designate within fourteen (14) calendar days after the circumstances giving rise to the grievance have occurred or ought reasonably to have come to the attention of the employee(s). The grievance shall then be treated as being initiated at Step No. 2 and the applicable provisions of this Article shall then apply with respect to the processing of such grievance.
- 7.06** The release or discharge of an employee during the probationary period shall not be the subject of a grievance or arbitration. A claim by an employee who has completed their probationary period that they have been unjustly discharged or suspended shall be treated as a grievance if a written statement of such grievance is lodged by the employee with the Hospital at Step No. 2 within seven (7) calendar days after the date the discharge or suspension is affected. Such special grievance may be settled under the Grievance or Arbitration Procedure by:

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

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

- 7.07** (a) Failing settlement under the foregoing procedure of any grievance between the parties arising from the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, such grievance may be submitted to arbitration as hereinafter provided. If no written request for arbitration is received within eighteen (18) calendar days after the decision under Step No. 2 is given, the grievance shall be deemed to have been abandoned. Where such a written request is postmarked within sixteen (16) calendar days after the decision under Step No. 2, it will be deemed to have been received within the time limits.
- (b) The parties agree that it is their intent to resolve grievances without recourse to arbitration, wherever possible. Therefore, notwithstanding (a) above, the parties may, upon mutual agreement, engage the services of a mediator in an effort to resolve the grievance and may extend the time limits for the request for arbitration. The parties will share equally the fees and expenses, if any, of the mediator.
- 7.08** All agreements reached under the Grievance Procedure between the representatives of the Hospital and the representatives of the Union will be final and binding upon the Hospital and the Union and the employees.
- 7.09** When either party requests that any matter be submitted to arbitration as provided in the foregoing Article, it shall make such request in writing addressed to the other party of this Agreement, and at the same time name a nominee. Within seven (7) calendar days thereafter the other party shall name a nominee, provided, however, that if such party fails to name a nominee as herein required, the Minister of Labour for the Province of Ontario shall have power to effect such appointment upon application thereto by the party invoking Arbitration Procedure. The two nominees shall attempt to select by agreement a chairman of the Arbitration Board. If they are unable to agree upon such a chairman within a period of fourteen (14) calendar days, they shall then request the Minister of Labour for the Province of Ontario to appoint a chairman.
- 7.10** No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 7.11** No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the Grievance Procedure.
- 7.12** The Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to or amend any part of this Agreement.
- 7.13** The proceedings of the Arbitration Board will be expedited by the parties hereto and the decision of the majority and, where there is no majority the decision of the chairman will be final and binding upon the parties hereto and the employee or employees concerned.
- 7.14** Each of the parties hereto will bear the expense of the nominee appointed by it and the parties will share equally the fees and expenses, if any, of the chairman of the Arbitration

Board.

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

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

7.17 Time Limits

At any stage of the grievance procedure the time limits may be extended by mutual agreement of the parties.

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 450 hours of work for employees whose regular hours of work are other than the standard work day), within any twelve (12) calendar months. Upon completion of the probationary period they shall be credited with seniority equal to sixty (60) working days. With the written consent of the Hospital, the probationary employee and the President of the Local Union or designate, such probationary period may be extended. Any extensions agreed to will be in writing and will specify the length of the extension.

The release or discharge of an employee during the probationary period shall not be the subject of a grievance or arbitration unless the probationary employee is released for reasons which are arbitrary, discriminatory, in bad faith, or for exercising a right under this Agreement.

9.02 Definition of Seniority

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

Seniority will operate on a bargaining unit wide basis.

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

9.03 Loss of Seniority

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

- (a) resign;
- (b) are discharged and not reinstated through the grievance/arbitration procedure;
- (c) retire;
- (d) are absent from scheduled work for a period of three (3) or more consecutive working days without notifying the Hospital of such absence and providing to the Hospital a satisfactory reason;
- (e) have been laid off for forty-eight (48) months;
- (f) have been laid off and fails to return to work within seven (7) calendar days after that employee has been notified by the Hospital through registered mail addressed to the last address on the records of the Hospital, subject to any special provisions regarding temporary vacancies noted under the heading of Layoff and Recall.

9.04 Effect of Absence

Unless otherwise provided in the Collective Agreement:

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

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

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

9.05 Job Posting

- (a) Where a permanent vacancy occurs, including a casual vacancy, in a classification within the bargaining unit or a new position, including a casual position, within the bargaining unit is established by the Hospital, such vacancy shall be posted for a period of seven (7) consecutive calendar days. Applications for such vacancy shall be made in writing within the seven (7) day period referred to herein.
- (b) The postings shall stipulate the normal requirements of the job, the normal duties of the position, location (department, site), shift or shift rotation, regular hours of work, 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 or post into a permanent position that is at a higher base rate of pay than their present classification.
- (e) The Hospital agrees that it shall post permanent vacant positions within thirty (30) calendar days of the position becoming vacant, unless the Hospital provides the Union notice under Article 9.08(A)(a) of its intention to eliminate the position.
- (f) The name of the successful applicant will be posted on the bulletin board for a period of seven (7) calendar days.
- (g) Where there are no successful applicants from within this bargaining unit for vacant positions referred to in this Article, employees in other CUPE bargaining units at Toronto Western 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 Toronto Western 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 Appendix S. (Refer to Appendix S.02)

- (h) The successful applicant shall be allowed a trial period of up to thirty (30) days, during which the Hospital will determine if the employee can satisfactorily perform the job. Within this period the employee may voluntarily return, or be returned by the Hospital to the position formerly occupied, without loss of seniority. The vacancy resulting from the posting may be filled on a temporary basis until the trial period is completed.
- (i) A list of vacancies filled in the preceding month under this Article and the names of the successful applicants will be posted, with a copy provided to the union.

9.06 Transfer and Seniority Outside the Bargaining Unit

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

9.07 (A) Transfer of Seniority and Service

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 one-thousand seven-hundred and twenty-five (1725) hours worked.

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

9.07 (B) Portability of Service

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

Seniority Recognition

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

Right to Return or Transfer

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

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

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

9.08 (A) Notice and Redeployment Committee

(a) Notice

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

- (i) provide the Union with no less than five (5) months' written notice of the proposed layoff or elimination of position; and
- (ii) provide to the affected employee(s), if any, 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.

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 (i.e. the least senior employee will be the first reassigned);
- (iii) the reassignment of the employee is to an appropriate permanent job with the Hospital having regard to the employee's skills, abilities, qualifications and training or training requirements;
- (iv) the reassignment of the employee does not result in a reduction of the employee's wage rate or hours of work;
- (v) 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;
- (vi) the job to which the employee is reassigned is on the same or substantially similar shift or shift rotation; and
- (vii) 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.

(b) Retirement Allowance

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

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

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

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

(i) Committee Mandate

The mandate of the Redeployment Committee is to:

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

- (2) Identify vacant positions in the Hospital or positions which are currently filled but which will become vacant within a twelve (12) month period and which are either:
 - (a) within the bargaining unit; or
 - (b) within another CUPE bargaining unit; or
 - (c) not covered by a collective agreement.
- (3) Identify the retraining needs of workers and facilitate such training for workers who are, or would otherwise be, laid off.
- (4) Subject to article 9.11, the Hospital will award vacant positions to employees who are, or would otherwise be laid off, in order of seniority if, with the benefit of up to six (6) months retraining, an employee has become able to meet the normal requirements of the job.
- (5) Any dispute relating to the foregoing provisions may be filed as a grievance commencing at Step 2.

(ii) Committee Composition

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

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

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

(iii) Disclosure

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

(iv) Alternatives

The Redeployment Committee or where there is no consensus, the committee members shall propose alternatives to cutbacks in staffing to the Hospital's

Chief Executive Officer and to the Board of Directors.

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

9.09 Layoff and Recall

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

- (a) accept the layoff; or
- (b) opt to receive a separation allowance as outlined in Article 9.12; or
- (c) opt to retire, if eligible under the terms of the Hospitals of Ontario Pension Plan (HOOPP) as outlined in Article 9.08(b); or
- (d) displace another employee who has lesser bargaining unit seniority in the same or a lower or an identical-paying classification in the bargaining unit if the employee originally subject to layoff has the ability to meet the normal requirements of the job. An employee so displaced shall be deemed to have been laid off and shall be entitled to notice in accordance with Article 9.08(A)(a).
- (e) 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.
- (f) 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.
- (g) 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.
- (h) 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.
- (i) 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. In the event of a layoff of an employee, the Hospital shall pay its share of insured benefits premiums for the duration of the five-month notice period provided for in Article 9.08 (A)(a)
- (j) The Hospital agrees to post vacancies during the recall period, as per the job posting procedure, allowing employees on recall to participate in the posting procedure. Should the position not be filled via the job posting procedure, an employee shall have opportunity of recall from a layoff to an available opening, in order of seniority, provided they have the ability to perform the work.
- (k) In determining the ability of an employee to perform the work for the purposes of the

paragraphs above, the Hospital shall not act in an arbitrary or unfair manner.

- (l) An employee recalled to work in a different classification from which they were laid off shall have the privilege of returning to the position held prior to the layoff should it become vacant within six (6) months of being recalled.
- (m) No new employees shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so, in accordance with the loss of seniority provision, or have been found unable to perform the work available.
- (n) The Hospital shall notify the employee of recall opportunity by registered mail, addressed to the last address on record with the Hospital (which notification shall be deemed to be received on the second day following the date of mailing). The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work. The employee is solely responsible for their proper address being on record with the Hospital.

9.10 Retraining

(a) Retraining for Positions within the Hospital

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

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

(b) Placement

Upon successful completion of their training period, the Hospital and the Union undertake to waive any restrictions which might otherwise apply, and the employee will be placed in the job identified in 9.10(a)(i).

9.11 Separation Allowances

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

9.12 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 (6) months.

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

9.13 Work-Loads

- (a) The parties agree that patient care is enhanced if concerns relating to professional practice, patient acuity, fluctuating work-loads and fluctuating staffing are resolved in a timely and effective manner.
- (b) Employees are encouraged to raise their concerns with 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 collective agreement's local appendix) or the Labour Management Committee (as constituted under Article 6.02) through their Union Representative using the template workload complaint form attached at Appendix A. This form may be modified by the mutual agreement of the local parties.

ARTICLE 10 – CONTRACTING OUT

10.01 Contracting Out

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

10.02 Contracting Out

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

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

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

10.03 Contracting In

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

ARTICLE 11 – WORK OF THE BARGAINING UNIT

11.01 Work of the Bargaining Unit

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

11.02 Volunteers

The use of volunteers to perform bargaining unit work, as covered by this agreement, shall not be expanded beyond the extent of existing practice as of June 15, 2018. The Hospital shall submit to the Union, at three (3) month intervals, the number of volunteers for the current month, the number of hours worked and the duties performed.

ARTICLE 12 – LEAVES OF ABSENCE

12.01 Personal Leave

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

12.02 Union Business

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

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

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

Notwithstanding the above, time spent by the eight (8) Executive Board members 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 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.

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

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

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

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

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

12.04 Bereavement Leave

Any employee who notifies the Hospital as soon as possible following a bereavement will be granted bereavement leave for four (4) consecutive working days off without the loss of regular pay from regularly scheduled hours in conjunction with the death of the spouse, child, parent, sister, brother, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparent, grandchild, brother-in-law, sister-in-law, brother-in-law of spouse, sister-in-law of spouse or grandparent of spouse.

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

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

12.05 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 to work. Upon completion of the process the employee shall be returned to that point on their former schedule that is considered appropriate by the Hospital. It is understood and agreed that the local parties may agree to different scheduling arrangements for the first week of jury and witness duty.

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

12.06 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 one (1) week period of the leave while waiting to receive Employment Insurance benefits.

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

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

12.07 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 who is an adoptive parent may extend the parental leave for such greater time as may be required by the adoption agency concerned to a maximum total of six (6) months.

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.

Effective on confirmation by the Canada Employment Insurance Commission of the

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

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

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

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

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

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

12.08 Education Leave

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

Where employees are required by the Hospital to take courses to upgrade or acquire new employment qualifications, the Hospital shall pay the full costs associated with the courses.

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

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

The Hospital will endeavor 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

Effective March 31, 1993, the Hospital agrees to introduce a pre-paid leave program, funded solely by the employee subject to the following terms and conditions:

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

may be agreed upon between the Hospital and the employee.

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

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

12.10 Medical Care and Emergency Leave

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

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

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

- the employee's spouse
- a parent, step-parent or foster parent of the employee or the employee's spouse
- a child, step-child or foster child of the employee or the employee's spouse
- a grandparent, step-grandparent, grandchild or step-grandchild of the employee or 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 the Hospital that they will be doing so. If the employee must begin the leave before advising the Hospital, the employee shall advise the Hospital of the leave as soon as possible after beginning it.

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

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

12.11 Compassionate Care Leave

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

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 regular work day will consist of seven and one-half (7 1/2) hours (exclusive of one-half

(1/2) hour unpaid meal break), and the regular work week will consist of thirty-seven and one-half (37 1/2) hours which may, at the discretion of the Hospital, be averaged over a two (2) week period so that employees will normally work seventy-five (75) hours in the said two (2) period.

The meal period shall be an uninterrupted period except in cases of emergency

14.02 Rest Periods

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

14.03 Additional Rest Periods

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

14.04 Extended Tours

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

14.05 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.

For the purposes of Article 17.01, 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.

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

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

Article 17.03 does not apply.

(c) Paid Holiday Bank

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

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

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

If an employee works on a paid holiday as defined by the local parties, they will receive one and one-half (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.

(g) Overtime

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

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

(h) Scheduling Provisions

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

ARTICLE 15 – PREMIUM PAYMENT

15.01 Definition of Regular Straight Time Rate of Pay

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

15.02 Definition of Overtime

Where an employee is required to work more than seven and one-half (7-1/2) hours in any one day, or more than seventy-five (75) hours in a two (2) week period, they shall be paid for such additional hours of work at the rate of one and one-half (1-1/2) times their straight time rate. No employee will be required to take time off in lieu of overtime payments.

No part time employee shall perform overtime work as defined above where there are qualified permanent full time employees at work at the time the need arises, who are

available and willing to perform the overtime work.

15.03 Overtime Premium and No Pyramiding

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

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

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

15.04 Time Off In Lieu of Overtime

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

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

15.05 Reporting Pay

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

15.06 Call-Back

Effective 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 \$3.30 per hour for all hours on standby. Where such standby duty falls on a paid holiday, as set out in the Appendix of Local Provisions, the employee shall receive standby pay in the amount of \$4.90 per hour.

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

15.08 Temporary Transfer

Where an employee is assigned temporarily to perform the duties and assume the

responsibilities of a higher paying position in the bargaining unit, they shall be paid the rate in the higher salary range immediately above their current rate for all hours worked in the higher paying position.

Effective November 3, 2022, where the 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 two dollars and twenty six cents (\$2.26) per hour for all hours worked where the majority of their scheduled hours fall between 1500 and 2300 hours.

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

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 Sunday, or such other forty-eight (48) hour period as may be agreed upon by the local parties.

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

ARTICLE 16 – HOLIDAYS

16.01 Payment for Working on a Holiday

If an employee is required to work on any of the holidays set out in the local Appendix the employee shall be paid at the rate of time and one-half (1 1/2) their 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 Part-Time Entitlement, Qualifiers and Calculation of Payment

An employee who has completed the following number of continuous years of service:	But less than the following number of continuous years of service:	Is entitled to the following number of weeks of annual vacation with pay:
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 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 14% of their regular straight time hourly rate for all straight time hours paid.

18.02 Union Education

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

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

ARTICLE 19 – HEALTH & SAFETY

19.01 Health & Safety Committee

- (a) The Hospital and the Union agree that they mutually desire to maintain standards of safety and health in the Hospital in order to prevent accidents, injury and illness.
- (b) Recognizing its responsibilities under the applicable legislation, both parties agree to comply with the University Health Network, Western Hospital's Joint Health and Safety Committee Terms of Reference as amended during the term of this Collective Agreement.
- (c) The Hospital agrees to co-operate reasonably in providing necessary information to enable the Committee to fulfill its functions.
- (d) Any representative appointed or selected in accordance with (b) hereof shall serve for a term of one (1) calendar year from the date of appointment, which may be renewed for further periods of one year.
- (e) The Union agrees to endeavour to obtain the full co-operation of its membership in the observation of all safety rules and practices.

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) Hospital 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 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 worker shall participate in such instruction and training. Personal protective equipment that is to be provided, worn or used shall, be properly used and maintained, be a proper fit, be inspected for damage or deterioration and be stored in a convenient, clean and sanitary location when not in use. [*O. Reg. 67/93 – Health Care*].
- e) The Hospital agrees to cooperate in providing necessary information and management support to enable the Joint Health and Safety Committee to fulfil its functions. In addition, the Hospital will provide the Committee with access to the Hospital's pandemic plan and related risk assessment, all accident reports, health and safety records, notifications of exposure to an infectious or contagious disease, and any other pertinent information in its possession. The Hospital will also provide the Committee with reports on fit testing compliance annually and personal protective equipment inventory on a quarterly basis. The Committee shall respect the confidentiality of the information.
- f) Pregnant employees may request to be temporarily transferred from their current duties if, in the professional opinion of the employee's physician a risk to the

pregnancy and/or unborn child is identified. If a temporary transfer is not feasible, the employee will be granted an unpaid leave of absence before commencement of the pregnancy leave.

- (g) Within a reasonable time frame following the declaration of an epidemic or a pandemic by public health officials, the Hospital will meet with the joint health and safety committee to consult on how to implement protections for health care workers.
- (h) Employees who are absent from work due to illness shall receive sick pay in accordance with Article 13 (or in the case of part-time employees, percentage in lieu). Employees who are absent from work due to a communicable disease and who are required to quarantine or isolate due to (i) the Hospital's policy, and/or (ii) operation of law and/or (iii) direction of public health officials, shall be entitled to salary 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.

"Workplace violence" means,

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

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

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

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

- a) Electronic and visual flagging.
- b) Properly trained security who can de-escalate, immobilize and detain/restrain.

- c) Appropriate personal alarms.
- d) Organizational wide risk assessments assessing environment, risk from patient population, acuity, communication and workflow and individual client assessments; and
- e) Training in de-escalation, “break-free” and safe immobilization/detainment/restraint.

19.04 Influenza Vaccine

The parties agree that influenza vaccination 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.
- (c) If an employee refuses to take the recommended or required vaccine because it is medically contra-indicated, and where a medical certificate is provided to this effect, they will be reassigned during the outbreak period, unless reassignment is not possible, in which case the employee will be placed on paid leave. It is further agreed that any such reassignment will not adversely impact the scheduled hours of other employees.
- (d) If an employee gets sick as a result of the vaccination, and applies for WSIB, the Hospital will not oppose the claim.
- (e) If the full cost of such medication is not covered by some other source, the Hospital will pay the full or incremental cost for the vaccine and will endeavour to offer vaccinations during an employee’s working hours. In addition, employees will be provided with information, including risks and side effects, regarding the vaccine.
- (f) This article shall be interpreted in a manner consistent with the *Ontario Human Rights Code*.

ARTICLE 20 – COMPENSATION

20.01 (a) Job Classification

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

established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classification.

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

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

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

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

(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 19.01(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 19.04, 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.

20.05 Progression on the Wage Grid

Effective June 15, 2018, 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 1725 hours worked.

Notwithstanding the above, employees hired prior to June 15, 2018, will be credited with the service they held for the purpose of progression on the wage grid under the Agreement and will thereafter accumulate service in accordance with this Article.

20.06 Retroactivity and Wage Increases

All general economic wage increases shall be retroactive to June 15, 2018 and any premium increases and other positive adjustments shall be effective the date of ratification.

Any retroactivity owing will be paid within three (3) pay periods of the date of ratification of this Memorandum of Settlement.

Retroactive pay will be paid on a separate cheque, and will include sufficiently itemized calculations so that bargaining unit employees will understand the calculations that were made.

20.07 General Wage Increases

September 29, 2023 – 3.00%
September 29, 2024 – 3.00%

20.08 Wage Adjustments

Effective June 15th, 2021, adjust the wage rate for all classifications to the rate of the substantially similar position in the full-time bargaining unit as determined by the Joint Job Matching Committee. Part-time individuals will be placed on the full-time wage grid in accordance with their years of service with the Hospital, or at the next highest rate on the grid from their current rate, whichever is higher. Hourly wage rates for any individuals currently paid a higher hourly wage rate than the substantially similar full-time position will be frozen until parity is achieved with the CUPE Full-Time Clerical wage rate and will instead receive a lump sum payment equivalent to 1 % of wages all hours paid, in lieu of the 1 % general wage increase. Lump sum payments will be paid on the last day of each year of the collective agreement, covering the preceding collective agreement year.

ARTICLE 21 – FISCAL ADVISORY COMMITTEE

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

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

ARTICLE 22 – DURATION

22.01 Term

This agreement shall be binding and continue to be 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.

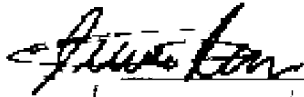
22.02 Central Bargaining


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.


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 2nd day of July 2025.


FOR THE UNION



Cheryl MacLeod


M. Soares
Maurice Soares


FOR THE HOSPITAL



Amamadi

Sidra Ashwood

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.

- A. Management Rights
- B. Recognition
- C. Dues Deduction, Remittance and Lists
- D. Seniority Lists
- E. Scheduling (See also Article 14)
- F. Holidays
- G. Vacation (See also Article 17)
- H. Bulletin Boards
- I. Uniforms
- J. Communication
- K. General Provisions
- L. Pay Day - Direct Deposit
- M. Overtime Meal Allowance
- N. Executive Board Leave
- O. Union Representative and Committees
- P. Access to Files
- Q. Job Posting (See also Article 9.05)
- R. Injury & Disability
- S. Transfer to Lower Paying Classification
- T. Wages and Classification Premium
- U. Parking
- V. Union Social Fund

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.

A. MANAGEMENT RIGHTS

- (1) Except where specifically abridged by the terms of this Agreement, the management of the Hospital's operations and the selection and direction of employees shall be vested exclusively with the Hospital.
- (2) The Hospital may, at its discretion, make and enforce rules and regulations governing the conduct of employees in connection with their employment. No rule or regulation shall be inconsistent with the terms of this Agreement. Posted rules, which pertain to the conduct and work of employees will be forwarded to the Union.
- (3) The Hospital will not exercise its rights in a manner inconsistent with any of the provisions of this Agreement.

B. RECOGNITION

- (1) The Hospital recognizes the Union as the exclusive bargaining agent for all office and clerical employees of the Hospital, save and except supervisors, personnel assistants, employment officers, secretaries to the President, Senior Vice President, Vice Presidents, Medical Director, Director of Finance, Director of Nursing and Director of Labour Relations, persons regularly employed for not more than twenty-four (24) hours per week, students employed during the school vacation periods and persons covered by subsisting Collective Agreements.
- (2) Whereas Toronto Western Hospital and Toronto General Hospital were amalgamated creating the University Health Network, the parties agree and it is hereby understood that this Collective Agreement applies only to the pre-existing Toronto Western Hospital site, located at 399 Bathurst Street, Toronto, Ontario.

C. DUES DEDUCTION, REMITTANCE AND LISTS

- (1) The Hospital shall deduct on the regular monthly deduction date from each employee in the bargaining unit, subject to the provisions of Article 6.02 a sum equal to union dues and in the case of new employees hired after the date of this agreement a sum equal to the Union membership fee, all as certified by the Canadian Union of Public Employees and remit such sum to the Union accompanied by a list of the names of all employees from whose wages the deductions have been made. Such dues to be forwarded to the Treasurer of the Union within fifteen (15) working days of said deduction.

This list shall include a total of all regular wages paid to all bargaining unit employees who have union dues deducted at any time during the current or previous pay periods, exclusive of overtime, premiums and benefit costs.

- (2) Union dues shall be forwarded to the Secretary-Treasurer not later than the end of the same month accompanied by a list of employees from whom the deduction was made showing the names, departments, amount of the dues for each individual and the month the deduction applies, with a copy to the local union. When the Hospital has been advised of the change of the name of any employee, such change shall be indicated in the list of employees.

This list shall include a total of all regular wages paid to all bargaining unit employees who have union dues deducted at any time during the current or previous pay periods, exclusive of overtime premiums and benefits costs, where such information is available or becomes readily available through the Hospital's Payroll system.

- (3) Such deductions with respect to new employees or employees who, on the date of signing of this agreement have not completed the probationary period, shall become effective upon the first regular deduction date following the first thirty (30) calendar days after the employee's last date of commencing employment.
- (4) The Union shall indemnify and keep the Hospital harmless with respect to any monies deducted in accordance with this Article.

D. SENIORITY LISTS

- (1) A seniority lists showing the names, seniority dates and classifications of employees will be prepared by the Hospital and posted on the UHN Intranet site during the first week in January and the first week of July each year. The Hospital will provide the Union with an electronic copy of the seniority list in Excel format.
- (2) Such error or omission relates to the period subsequent to the date of the most recent approved list, and the error omission is forwarded in writing to the attention of the Records Department, Human Resources within fifteen (15) days of the posting date except as provided for under D.03.
- (3) If no written protest is received by the Records Department, Human Resources concerning the seniority list posted in accordance with D.02 within fifteen (15) days of the day it was posted, it shall become final, subject to revision with respect to any employee who has been absent because of illness, accident, leave of absence, vacation, or lay-off and who files a seniority correction form within fifteen (15) days of their return to work.
- (4) If a written protest is received by the Hospital on the proper form within the time limits set out in D.02, the protests shall be resolved by the Hospital and Union within twenty-one (21) days. The resulting revised seniority list will be posted within seven (7) days of such revision unless otherwise agreed by the parties. The only protests on the revised list that will then be subject to the time limits established in D.02 (ii) and the process described in D.04. The resulting list shall become final and shall be signed by the Hospital and the Union.
- (5) Any protest not resolved under D.04 may be the subject of a grievance to be initiated by the Union Step 2 of the Grievance Procedure.
- (6) Once a seniority list has been posted in accordance with D.04, and has been signed by the Hospital and the Union the only protests which will be considered against the next posted list shall be protests relative to changes to individuals since the date of the most recent signed list.
- (7) The parties may by mutual consent correct administrative errors.

E. SCHEDULING (SEE ALSO ARTICLE 14)

- (1) Where all regular part-time employees in a unit, area or department belonging to the same work schedule are scheduled to work their committed hours in a work week (up to a maximum of 24 hours in a work week), individual units, areas or departments will endeavour to offer any additional shifts that are required over and above regularly schedule shifts on an equitable basis between all regular part-time and casual employees in the unit, department, and/or program, in order of seniority.
- (2) A regular shift shall comprise seven and one-half (7-1/2) working hours (exclusive of meal times) and average up to forty-eight (48) hours during bi-weekly pay periods. It is understood that regular hours include those required to accommodate the change from

Daylight Saving to Standard Time and vice versa and to which the provisions of Article 14 shall not apply. This provision shall not be construed as a guarantee of a specific number of hours of work per day or days of work per week, nor as a guarantee of work schedules.

- (3) Some units, departments, and/or programs may require employees to work shifts that are less than seven and one-half (7.5) hours.
- (4) Part-time and Casual employees will be permitted to pick up additional shifts in other units, departments, and/or programs so long as the operations needs of the home unit, department, and/or program have been met. More specifically, an employee cannot declare themselves unavailable to work for the home unit, department, and/or program for the purposes of accepting a shift in another unit, department, and/or program. Such shifts shall be offered in order of seniority.
- (5) Casual Employees
 - (a) Casual employees must submit their availability at least four (4) weeks prior to the posting of the schedule. Casual must provide at least four (4) days of availability for every posted schedule.
 - (b) A casual employee who declares themselves available to work must notify the Hospital as soon as a change in circumstances becomes known.
 - (c) Casual employees will be scheduled based on the operational needs of the unit, department, and/or program.
- (6) The days of work for any employee, the starting and quitting times each day, the time of lunch periods and the time rest periods are to be taken, will be determined by the Hospital. Regular shift schedules and other data applicable thereto will be posted on the bulletin boards four (4) weeks in advance where practicable and to keep changes in such schedules to a minimum. Changes to the posted work schedule shall be brought to the attention of the employee. Where it is practicable to do so, the Hospital will endeavour to provide employees with two (2) consecutive days off each week.
- (7) Where less than twenty-four (24) hours' notice is given personally to the employee, time and one-half (1 1/2) of the employee's regular straight time hourly rate will be paid for all hours worked on the first shift of the employee's new schedule.
- (8) There shall not be any split shifts.
- (9) Advance request for special days off shall be submitted in writing to the Manager and/or designate at least two (2) weeks in advance of the posting date except in cases where it is not practicable to do so. Approval will be subject to the operational requirements of the department.
- (10) A part-time employee who works a seventh consecutive shift will be paid one and half times the regular hourly rate, unless there is mutual agreement to work the shift at straight time. Where a seventh consecutive shift is accepted at straight time, a form indicating the mutual agreement will be provided by the Hospital and signed the employee.
- (11) Where it is practicable for the Hospital to do so and in the units, departments, and/or programs where the employees, employees will be granted one (1) week-end off in each three (3) weekends. In departments where the standard practice is better that practice shall prevail for the term of the agreement.
- (12) When an employee is required to change shifts, eleven (11) hours shall be allowed

between shifts. If, however, an employee is required to report on a second shift less than eleven (11) hours after finishing the first shift, the employee shall be paid overtime rates for the period worked before the eleven (11) hours' time allowed between shift changes has expired.

(13) Upon reasonable request by the union, the Hospital will provide records indicating additional shifts offered to and worked by part-time and casual employees.

(14) Notice of Absence or Lateness

An employee shall make every reasonable effort to provide their Manager and/or Designate with at least one (1) hours' notice of an expected lateness or absence from work on a day shift and evening shift and at least four (4) hours' notice of expected lateness or absence from work on the night shift. A reason for the lateness must be provided at the time of notice as well as an estimated time of arrival.

(15) Notice of Return Following Absence

An employee is expected to give prior notice when reporting following an illness. However, in the event such notice is not given, they shall not qualify for work or pay as set out in 15.05 above unless they have informed the Hospital no later than three (3) hours prior to the end of their normally scheduled shift immediately preceding the shift they are available to work.

(16) If an employee requests that they be scheduled off during the weekend before or weekend after the commencement of their vacation, scheduling objectives shall be waived in order that this may be accomplished.

(17) Employees shall not be required to rotate on more than two (2) shifts i.e., evenings, days, nights.

(18) Mutual Shift Exchange

Requests for mutual shift exchange must be submitted in writing and co-signed by the employees desiring to exchange shifts to their department supervisor.

It is understood and agreed that any such changes initiated by employees, if approved by the department supervisor, shall not result in any overtime compensation, premium payments or any other claim under the terms of this Agreement.

Mutual shift exchange requests shall not be unreasonably denied.

(19) Where an employee is called in to work on a regular shift less than two (2) hours prior to the commencement of the shift, and the employee is only able to arrive after the start of the shift, the Hospital will, where practical, extend the employee's shift to equal a full shift.

F. HOLIDAYS

(1) The following days shall be recognized as paid holidays:

New Year's Day	Civic Holiday
3rd Monday in February (Family Day)	Labour Day
Good Friday	Thanksgiving Day

Easter Monday	Christmas Day
Victoria Day	Boxing Day
Canada Day	Eleventh Holiday *

Holiday pay, for an employee working the standard hours per day, as set out in provision 14.01, is defined as the amount of straight-time hourly pay exclusive of shift premium which an employee would have received had they worked a normal shift on the holiday in question.

- (2) Service to the public is essential. Therefore, it will be necessary that sufficient employees work on the Holidays set out above to permit satisfactory operation of the Hospital. If a day off in lieu of a Holiday is requested, it may be granted within thirty (30) days preceding or succeeding the Holiday, at a time mutually agreeable to the employee and the department.
- (3) The Hospital shall pay employees who work on any of the Statutory Holidays at the rate of time and one-half (1/2) their regular straight hourly rate of pay. In order to qualify, an employee must comply with the criteria set out in the *Employment Standards Act* of Ontario.
- (4) In order to qualify for premium payment on a designated Holiday, an employee must work their regularly scheduled full shifts immediately preceding and succeeding the Holiday, except where absence on either of the said full shift only, was due to verified personal illness, or prior arrangements with the respective Manager and/or designate has been made.
- (5) Except in case of emergency, employees who work on Christmas Day will not be required to work on New Year's Day. Employees will be scheduled off for two (2) consecutive days at either Christmas or New Year's Day.
- (6) An employee who is absent on any of the above-named holidays after being required to work forfeits all pay for that day unless absence is due to illness verified by a Doctor's certificate.

G. VACATION (SEE ALSO ARTICLE 17)

- (1) Where it is practicable to do so, vacation will be granted according to Hospital site seniority on unit, department, and/or program basis.
- (2) Vacation pay shall be calculated on the basis of the appropriate percentage of the employee's gross earnings during the twelve (12) month period ending December 31.
- (3) Vacation pay shall be paid once annually before the end of December each year.
- (4) Where an employee's scheduled vacation is interrupted due to a serious illness requiring the employee to be an in-patient in a hospital, the period of such hospitalization shall be considered unpaid sick leave. The vacation time lost as a result of such hospitalization shall be rescheduled.
- (5) Vacations shall not be cumulative from one year to another. However, accumulation, on request by the employee, of a maximum of one (1) week vacation credit for up to one year forward is permitted except to the extent the Hospital can demonstrate that scheduling such extended vacation is not administratively feasible.

(6) The parties agree to the following procedure for vacation scheduling:

- (a) Bargaining Unit members will submit their vacation request by November 15 of each year for the following calendar year (January 1 to December 31);
- (b) The Hospital shall respond to such vacation requests by November 30th of each year;
- (c) The balance, if any, of any employee's vacation allotment will be considered on a "first come, first served" basis.

H. BULLETIN BOARDS

The Hospital shall provide five (5) bulletin boards at the following locations:

- 1. South Cafeteria
- 2. Adjacent to Atrium – 1st Floor
- 3. Housekeeping Area/South East Basement
- 4. Adjacent to MDRD – Basement
- 5. 5TH Floor of the Main Pavillion

The parties agreed that there will be five (5) Bulletin Boards.

The Hospital agrees to provide terminals available to CUPE member to enable them to access job posting notices electronically.

The Hospital agrees to provide necessary instruction for employees requesting such instruction on use of terminals.

It is agreed that with the exception of union meetings, no material will be placed on the boards without prior approval of the Director, Labour Relations or designate(s) and that all such notices must be signed by a recognized Union Officer. In the case of notices of meetings, the Secretary of the Union will be responsible for placing and removing the notices.

It is further agreed that such approval shall not be unreasonably withheld.

I. UNIFORMS

The Hospital will provide all part-time and casual employees with uniforms.

J. COMMUNICATION

- (1) All correspondence between the parties relating to matters covered by this Agreement shall pass between the Director, Labour Relations of the Hospital and the President of the Local Union, or their designate.
- (2) Within one (1) month of ratification, UHN will provide CUPE a list specifying appropriate Human Resources personnel to provide copies of specific grievances to. This list will be updated as required.

K. GENERAL PROVISIONS

- (1) The Hospital will pay fifty per cent (50%) of the cost of printing booklet copies of this Agreement.
- (2) (a) It is the employee's responsibility to notify the Human Resources Department of

changes in marital status or beneficiary.

(b) Change of Address

It shall be the duty of the employee to notify the Hospital within seven (7) days of any change of address and telephone number. 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 employee.

(3) Notification to Union

(a) The Hospital will provide the Union with a list of last known address for employees covered by the full-time clerical bargaining units as at April 1st of each calendar year, unless an employee notifies the Hospital in writing that they do not wish to have their address given to the Union. The Union agrees that such addresses will not be disseminated to any other individuals, groups, institutions or organizations. Further, the Hospital cannot be held responsible for any errors or omissions.

(b) The Hospital will forward to the Union monthly, a list of all hours worked by all regular part-time and casual part-time employees covered by the scope of this agreement.

L. PAY DAY – DIRECT DEPOSIT

- (1) The Hospital agrees that net pay shall be deposited every second Thursday except when interfered with the occurrence of a Statutory Holiday. In these cases, the Hospital will advance the payday by one day. On each payday, each employee shall receive an itemized electronic statement of their wages and deductions.
- (2) The Hospital agrees to make electronic pay stubs available on the day prior to pay day to employees scheduled to work the afternoon shift on the day prior to pay day or when the pay day falls on the employees' day off.
- (3) The Hospital also agrees to provide employees on night shift on the normal payday their electronic pay statements on the morning of the payday.
- (4) Where a payroll error has occurred in excess of five dollars (\$5.00) for which the Hospital is responsible and such error has been verified by the payroll department, an employee may obtain an advance not to exceed the amount of the error within seven (7) calendar days.

M. OVERTIME MEAL ALLOWANCE

- (1) An employee who is required to work a second consecutive full shift shall be provided at the time of the meal to the value of ten dollars (\$10.00) or ten dollars (\$10.00) if the Hospital is unable to provide the meal. Other employees required to work more than two (2) hours overtime on the same day they have worked a full shift, after the two (2) hours, receive one half (1/2) hour paid meal period and shall be provided with a meal to the value of ten dollars (\$10.00) or ten dollars (\$10.00) if the Hospital is unable to provide the meal.

N. EXECUTIVE BOARD LEAVE

- (1) The Hospital may provide a leave of absence without pay to Local Executive Board Members who work the afternoon or night shifts for up to four (4) scheduled hours in order to attend the monthly general and/or executive board meetings, provided that a

written request is received two (2) weeks prior to the meeting and provided that, in the opinion of the Hospital, such absence does not interfere with the continuance of the efficient operations of the Hospital. The Union must inform the Hospital in writing of its members who are Executive Board Members and keep such list up to date or the Hospital will not be required to provide such leave as requested under this Article.

(2) Union Business

If the Union requests leave of absence for employees to attend union conventions or other union functions, the Hospital will grant such leave without pay provided that ten (10) days' notice has been given to the Hospital, and further provided that not more than five (5) employees are involved at any one time and not more than one (1) employee from a unit, department, and/or program of ten (10) employees or less. A special request by the Union to allow more than five (5) employees to be involved in a union function at any one time will be considered by the Hospital if it is for the purpose of having union members attend education seminars and will be granted if practicable to do so.

The total accumulation of such leave shall not exceed twenty-five (25) working days in any calendar year. If the Union so requests, the total accumulation may be extended at the discretion of the Hospital if the Union demonstrates that it is conducting an extraordinary amount of union business in a given year.

O. UNION REPRESENTATION AND COMMITTEES

(1) Grievance Committee

The Union has the right to appoint or otherwise select a grievance committee of five (5) employees.

(2) Local Bargaining Committee

The Hospital agrees to recognize a negotiating committee comprised of not more than four (4) hospital employee representatives of the Union, one (1) of who will be the Local President, for the purpose of negotiating a renewal collective agreement covering full-time and part-time clerical employees.

(3) Stewards

The Union will provide the Hospital with an updated Steward's list every six (6) months on March 1st and September 1st of every year. This list will include the Steward's name, the department, and the shift that they work.

The Hospital acknowledges the right of the Union to appoint or otherwise select one (1) steward to assist employees in the presentation of any grievance that may arise provided that not more than two (2) employees from any one department are stewards and further provided that not more than one (1) employee from a department or area of ten (10) employees or less is a steward.

All appointed stewards and/or Union officers will be provided with a UHN email address upon the Hospital's receipt of notification of their election and/or appointment.

Nothing in this Clause shall prevent the steward from another department from acting in the absence of the regular steward.

Whenever an employee is requested to report for a disciplinary discussion with a representative of the Hospital, prior to any discussion occurring or disciplinary action

taken, such employee shall have a Union Representative present. If no union representation is available, the discussion shall not commence nor shall disciplinary action be imposed. The Hospital will schedule the meeting no earlier than twelve (12) hours later. The employee may be removed from the workplace with pay until the meeting can be held. Such removal from the workplace shall not be considered disciplinary. It is understood the employee shall have the responsibility to ensure a Union Representative is present.

Prior to any such meeting to discuss or investigate any disciplinary matter, it is agreed that the Union Representative shall be provided up to twenty (20) minutes, if requested, to consult with the employee.

(4) Dual Capacity

Nothing in this Agreement shall be deemed to prevent an employee from acting in the dual capacity of a steward and committee member.

(5) Official Notice

The Union shall supply the Hospital in writing with the names of those employees who have been elected Union Officers, Stewards, Chief Stewards, and Committee Members, authorized to represent the Union and the Union will keep such list up-to-date and the Hospital advised accordingly. The Hospital shall not be required to recognize representatives unless so notified in writing.

(6) Representative of Canadian Union

The Union shall have the right to have the assistance of a representative of the Canadian Union of Public Employees when dealing or negotiating with the Hospital. With prior approval of the Director of Labour Relations such representative shall have access to the Hospital's premises in order to investigate and assist in the settlement of a grievance.

(7) Labour-Management Committee

The Hospital will recognize a Labour-Management Committee consisting of not more than three (3) employees, including the President of CUPE Local 5001.

(8) Union Representation & Committee

Whenever an employee is requested to report for a disciplinary discussion with a representative of the Hospital, prior to any discussion occurring or disciplinary action taken, such employee shall have a Union Representative present. If no union representation is available, the discussion shall not commence nor shall disciplinary action be imposed. The Hospital will schedule the meeting no earlier than twelve (12) hours later. The employee may be removed from the workplace with pay until the meeting can be held. Such removal from the workplace shall not be considered disciplinary. It is understood the employee shall have the responsibility to ensure a Union Representative is present.

Prior to any such meeting to discuss or investigate any disciplinary matter, it is agreed that the Union Representative shall be provided up to twenty (20) minutes, if requested, to consult with the employee.

P. ACCESS TO FILES

(1) No document shall be used against an employee where it has not been brought to their

attention in a timely manner.

- (2) Notwithstanding Article 8, upon review of a file, should the employee believe any counseling letter, whether it is referred to as non-disciplinary or not is no longer applicable, they may request that such documentation be removed. Such request shall not be unreasonably denied.
- (3) Any evaluation which is to be placed in an employee's file shall be reviewed with the employee. The employee shall initial such evaluation as having been read and shall have the opportunity to add their views to such evaluation prior to its being placed in the file. Such evaluation cannot support disciplinary action against the employee.

Q. JOB POSTING (NOTE: SEE ALSO ARTICLE 9.05)

- (1) This is to confirm that candidates who apply to posted CUPE positions are being considered in accordance with Article 9.05 of the CUPE Collective Agreements (Local 5001), will be considered as follows:

First, consideration will be given to applicants belonging to the same CUPE bargaining unit as that of the posted position (Toronto Western Hospital – Part-Time/Casual Clerical). Such applicants will be considered in order of seniority.

Should no successful applicant be found from within the above CUPE bargaining unit, second consideration will be given to CUPE Local 5001 applicants belonging to the same bargaining unit site, in order of seniority with first consideration being provided to Toronto Western – Full-Time Clerical. Following that, consideration will be given to Toronto Western Full-Time/Part-Time/Casual - Service.

Third consideration will be given to the other CUPE Local 5001 bargaining unit sites (Toronto General; Women's Own). These other CUPE applicants will be considered in order of seniority, regardless of the bargaining units to which they belong (Full-Time; Part-Time/Casual or Women's Own).

Fourth consideration will be given to applicants belonging to other CUPE bargaining units with the University Health Network, prior to considering persons who are not members of CUPE bargaining units with the University Health Network.

The University Health Network's Staffing team provides hiring managers with lists of CUPE applicants in the order that the applicants should be considered, based on the terms described herein.

Note: For the purpose of calculating reciprocal seniority, the following formula will apply: One-thousand, seven-hundred and twenty-five (1725) part-time hours will equal one (1) year of full-time seniority.

- (2) A job shall not be considered vacant for posting where the employee is on vacation, is absent due to illness or leave of absence, or on lay-off subject to recall.
- (3) The Hospital shall forward to the Union, at the same time it is being sent to the respective department where the vacancy exists, electronically, via email, a copy of the internal applicant list, within three (3) business days of the end of the posting procedure.

The position must be filled by the successful candidate, if any, within fifteen (15) calendar days following completion of the job posting procedure.

The successful applicant will commence their new position within thirty (30) calendar days of their appointment to the position.

(4) Temporary Positions

Temporary positions will be posted so that all bargaining unit employees may apply. If the position is filled by a permanent employee (either full or part-time) the Hospital may use part-time employees to fill the succeeding vacancy until the permanent employee returns to their position.

The above temporary positions will be posted on the Hospital Career Intranet site under the following conditions:

- (a) when part timers are not available;
- (b) where specialized skills are needed;
- (c) a shortage of labour in skilled;
- (d) licensed positions within the bargaining unit; or
- (e) where a temporary position is expected to exceed 6 months.

(5) Successful Candidate List

The Hospital will post a successful candidate (B.U.) list on the 2nd Thursday and 4th Thursday of each month, listing all successful candidates (B.U.) appointed within the fifteen (15) day period.

- (6) The Hospital agrees that there will be no barrier raised (i.e. discipline and/or attendance management) when a bargaining unit member wishes to exercise seniority in order to apply for a job posting which will result in a lateral transfer.
- (7) The parties agree that a probationary employee will not be eligible to apply for a posted vacancy until the probationary period is completed. This provision may be waived by mutual agreement between the Hospital and the Union.

(8) Job Posting

The Hospital agrees that all Job Postings will comply with the requirement of the Collective Agreement regarding normal requirements of the job, and will include the primary location and physical area of the worksite (e.g. wing, floor, etc.) on the job posting.

The Grade 12 education requirement will be waived for internal applicants.

(9) Changes in the Qualifications

- (a) The Hospital will meet with the Union to discuss any changes in the qualifications before the changes are implemented. It is understood that at this meeting, the Hospital will outline to the Union the reasons for the changes.
- (b) Where a successful applicant leaves or is removed from the position before the end of the trial period, the Hospital may award the position, without re-posting it, to the next qualified applicant. Where that applicant leaves or is removed from the position before the end of the trial period, the Hospital will post the position in accordance with Article 9.05.
- (c) At the request of the employee, the Hospital will discuss with the unsuccessful applicants ways in which they can improve their qualifications for future postings.

- (10) In order to be considered for a vacancy, employees must submit an application within the posting period through the Hospital's Career Intranet "On-Line Application" website. UHN will acknowledge, via email, that the employees' application has been received.

R. INJURY & DISABILITY

- (1) The Hospital will notify the Local Union of the names of any employees represented by the Union who are off work as a result of a work-related injury, and will provide a copy of the Incident Report the same time it is sent to W.S.I.B. provided that the employee agrees to sign a release form.

(2) Employee to Be Notified (WSIB - Form 7)

The Hospital shall provide a copy of the Workers' Compensation Board's Form 7 to the employee on any claim filed with the *Workplace Safety and Insurance Board* by the Hospital, or on behalf of the employee within two (2) days of the injury occurring and prior to filing it with *Workplace Safety and Insurance Board*.

(3) Return to Work From WSIB

- (a) It is agreed that employees on compensable injury will return to active employment as soon as possible. Such employees must be able to achieve and maintain the normal level of productivity of the pre-injury job or any other suitable vacant position for which such employees have the necessary skills to perform, medically able to perform and which does not pose a health and safety hazard to the employee or any co-worker.
- (b) Where an employee has been on *WSIB* for a period of time and is then deemed capable of returning to the pre-injury job or other suitable vacant position on a graduated basis, a Union representative will participate with the Hospital, *WSIB* and the employee in developing the return to work program.
- (c) In situations where an employee is considered for placement into a suitable vacant position, a Union representative will participate with the Hospital, *WSIB* and the employee in determining such placement.
- (d) The Hospital, *WSIB* and the Union representative will periodically review the progress and status of employees referenced under (b) & (c) above.

S. TRANSFER TO LOWER PAYING CLASSIFICATION

- (1) An employee temporarily required to perform work in a lower classification for the convenience of the Hospital and not as a result of lack of work, will receive their existing rate at the time of such transfer for the duration of the said temporary transfer.

T. WAGES AND CLASSIFICATION PREMIUM

(1) Wages

The Hospital will classify employees and pay hourly wage rates in accordance with Schedule "A."

(2) Job Classification Change

A job classification will not be changed for the purpose of evading payment of the minimum rates hereinafter set out.

(3) Transportation Allowance

When a bargaining unit member is called in and is required to travel to the Hospital and/or return home between the hours of twelve midnight (2400 hrs.) and six a.m. (0600 hrs.), or at any time when on Standby, the Hospital will pay transportation costs either by taxi or by the employees own vehicle at the rate thirty-two cents (\$0.32) per kilometer to a maximum of thirty dollars (\$30.00) for each journey. The employee will provide the Hospital proof of such fare.

U. PARKING

- (1) When the Hospital requests union representative(s) to attend a meeting when not scheduled to work, as part of fulfilling obligations under the terms of the collective agreement, the Hospital will pay Hospital parking cost, arising from the employees need to use their own vehicle.

V. UNION SOCIAL FUND

- (1) The Hospital agrees that on the first December deduction date in each calendar year, a deduction of seven dollars and fifty cents (\$7.50) will be made from those employees for whom a dues deduction is being made, and for whom a wage payment is being prepared on that date. The amount deducted will be forwarded as one payment to the Treasurer of the union to be used for the Union Social Fund. It is agreed that the union shall indemnify and save the hospital harmless from any liability whatsoever respecting this deduction.

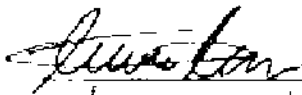
LETTER OF UNDERSTANDING #1

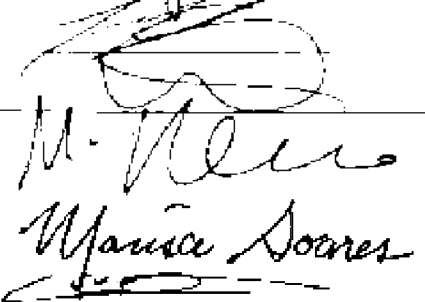
RE: MEDICAL FILES

L1.01 Each employee shall have within two (2) next business day, reasonable access to their medical file for the purpose of reviewing such file in the presence of the Director of Occupational Health or designate. An employee may request and receive a copy of specific medical information contained in this file.

Dated at Toronto, Ontario, this 2nd day of July 2025.


FOR THE UNION



Cheryl Greenwood


M. Soares
Maurice Soares

FOR THE HOSPITAL



Amir Madhi

Sidra Ashmeed

LETTER OF UNDERSTANDING #2

RE: VIOLENCE IN THE WORKPLACE

- L2.01 The parties recognize that employees may be exposed to unwanted behaviour from others in the workplace and that such behaviour may result in injury and/or emotional distress to an employee.
- L2.02 Workplace violence can be any act of assault or abuse that causes physical, sexual or emotionally/psychological harm to an employee or gives an employee reasonable cause to believe that their health or safety is at risk.
- L2.03 The Hospital commits to give priority to the development of explicit policies and procedures to deal with such situations and shall submit such policies to the Joint Occupational Health and Safety Committee for review.
- L2.04 The Hospital will inform the Union with three (3) working days of any employee who has been assaulted while performing their duties. Such information will be submitted in writing within five (5) working days from the date of the occurrence.

L2.05 Measures and Procedures to Prevent Violence to Employees

The Hospital agrees that, in all cases where employees or the Union identify a risk of violence to staff, the Hospital shall establish and maintain measures and procedures to reduce the likelihood of incidents to the lowest level possible. It is understood that the measures and procedures are in addition to and not a replacement for a training program about dealing with violence.

L2.06 Function of the Joint Occupational Health & Safety Committee

All incidents involving aggression or violence shall be brought to the attention of the Joint Occupational Health and Safety Committee (JOHSC). The Hospital agrees that the JOHSC shall concern itself with all matters relating to violence to staff, including but not limited to:

- developing policies;
- developing measures and procedures to prevent violence to staff;
- receiving and reviewing reports of violent incidents; and
- developing and implementing violence training programs.

L2.07 Training

The Hospital agrees to provide training and information on the prevention of violence to staff, to all employees who come in contact with potentially aggressive persons.

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

L2.08 Support and Counseling

The Hospital and the Union recognize that, where preventive measures have failed to prevent violent incidents, counseling and support must be available to help victims recover from such incidents.

L2.09 No Discrimination or Dismissal

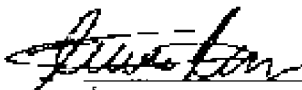
The Hospital agrees that there shall be no discrimination exercised or practiced with respect to any employee who is the victim of a violent incident arising while in the performance of their assigned work.

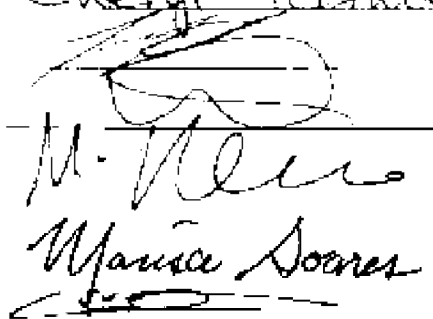
L2.10 Disputes

Any violation of this Article shall be grievable. Grievances filed concerning this article shall be filed at Step 3.

Dated at Toronto, Ontario, this 2nd day of July 2025.


FOR THE UNION



Cheryl Yesswood


M. Soares
Maurice Soares

FOR THE HOSPITAL



Anamadi

Sidra Ahmad

LETTER OF UNDERSTANDING #3

RE: MODIFIED WORK/COMPLICATED RETURN TO WORK

L3.01 Modified Work

The Hospital and the Union are committed to a consistent, fair approach to meeting the needs of disabled workers, to assist them in restoring them to work which is meaningful for them and valuable to the Hospital and is suitable to their knowledge, skills and ability into a position the employee is medically and physically fit to perform, and to meeting the parties' responsibility under the law.

To that end, the Hospital and the Union, with the full participation of the employee, agree to cooperate in facilitating the return to work of disabled employees, whether the disability is temporary or permanent in nature.

L3.02 Joint Accommodation Committee

A Joint Accommodation Committee (JAC) composed of equal numbers of Union and Hospital representatives will continue to function under the existing terms of reference. The JAC will meet on a monthly basis.

The JAC will develop and recommend ongoing improvements to strategies to:

- Develop bona fide job opportunities as secondments. The parties will sign a Memorandum of Agreement, outlining the terms of employment, prior to the start of the secondment.
- Integrate accommodated workers back into the workplace.

The Hospital will provide an updated listing of information to the JAC before each monthly meeting, including:

- All employees with the bargaining unit currently on temporary modified work.
- All employees within the bargaining unit who were accommodated into permanent positions in the previous month.
- All employees within the bargaining unit currently requiring whether temporary/permanent placement.
- All employees within the bargaining unit currently off work, pending return to work.

And quarterly:

- All employees within the bargaining unit absent from work in respect of WSIB benefits. All employees within the bargaining unit absent from work in receipt of LTD.
- All employees within the bargaining unit who have been absent from work for more than 23 months, excluding those identified above.

The Hospital agrees to offer every disabled worker, where available, employment upon the employee's medical clearance to return to work, which shall continue as long as the disability lasts.

The Hospital agrees that a joint accommodation committee consisting of no more than six (6) members from each side, including the employee, will facilitate any long term and complex accommodation of disabled employees in accordance with the relevant return to work statutes e.g. WSIB.

L3.03 Permanent Modified Work

- (a) An employee with the bargaining unit requiring permanent modified work will provide the Occupational Health Service with medical verification of accommodation requirements including information regarding any restrictions.
- (b) In the case the employee is absent from work, the employee will provide Occupational Health with an Attending Physician Statement indicating their ability to return to work, including information regarding accommodation requirements.
- (c) As soon as is practical the employee will meet with the departmental manager, union representative and the Disability Cases Coordinator to examine the disabled employee's abilities and accommodation needs to ensure where best a Return to Work plan could be implemented.

In creating the Return To Work plan, the following will be considered:

- in their original position.
- in a different position in their department.
- original position with modifications to work/equipment and/or the work arrangement.
- any suitable position outside their department within the organization.

L3.04 Permanent Re-employment Process

If a position outside the department is required, a search for alternate suitable work will be undertaken:

The Disability Case Coordinator and Staffing Specialist will examine all vacancies to determine if they can be used to accommodate a disabled employee who requires accommodation but cannot return to their home department in accordance with (c).

- (a) All vacancies will be reviewed to identify any positions that may be suitable and resumes forwarded for consideration.
- (b) All applications of the disabled employee will be given priority over other applications.
- (c) Should two disabled employees with the bargaining unit both be equally qualified for the position, seniority will prevail. Should a disabled employee and a non-disabled employee be equally qualified, the Union will be asked to waive the posting provisions in the Collective Agreement.

All job search activities will be reviewed on a monthly basis by JAC and all placement activities defined.

When a suitable position is found, a formal offer of employment letter will be provided outlining the full responsibilities of the placement.

An employee within the bargaining unit requiring permanent accommodation may be temporarily accommodated in other positions until a permanent position can be secured. The active search for a permanent position will continue.

The home position of the employee with the bargaining unit requiring permanent accommodation may be posted under the following circumstances:

- (i) The employee is permanently accommodated in another position or arrangement.

- (ii) The weight of the medical evidence established that there is not reasonable prospect of a return to their original position in the foreseeable future.
- (ii) The employee is in receipt of LTD and it has been medically verified that they are permanently disabled from their original position.
- (iv) The Hospital may elect to fill the position on a temporary basis.

The filling of a permanently disabled employee's base position does not remove the Hospital's duty to accommodate that employee.

When the parties agree to permanent accommodation, whether or not a job posting is waived, the parties will sign an agreement containing the details of the accommodation.

L3.05 Temporary Modified Work

- (a) An employee within the bargaining unit requiring temporary modified work will provide the Occupational Health Service with medical verification of accommodation requirements, including expected duration.

- (b) Short Term Temporary Accommodation

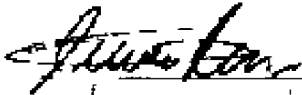
If the accommodation is short term and the manager can accommodate, the JAC will receive a copy of the Return to Work plan, outlining the exact work restrictions and no formal meeting will be required unless requested by the employee or union representative. If such a meeting is requested, it must occur within two (2) days of the Return to Work plan.


- (c) Complex Accommodation


- (i) If the accommodation is short term, complex or accommodation may be necessary outside the department, a return to work meeting will be held with the manager, employee, Occupational Health, Human Resources and the union representative. All details related to the accommodation will be recorded in the Return to Work plan.
- (ii) The Disability Case Coordinator will be responsible for monitoring the Return to Work plan and making adjustments as required.
- (iii) The employee/union representative must bring any concerns related to the accommodation to the manager and Occupational Health's attention for resolution.
- (iv) The Hospital will determine if the provision of temporary accommodation is reasonable considering the following factors: the number of accommodation employees in the department, the operational needs of the department, the safety of employees working in the department and alternative resources.
- (v) In such cases as accommodation is not reasonable, alternate placement will be sought through the organization and other employment initiatives utilizing the employment process as outlined in xx.
- (vi) An employee may be assigned to a vacant position and paid at the rate of the job being performed. If the rate of the job is lower than the rate of the job they were working when injured, they shall be paid at the higher rate and "red circled" until the rate of the job increases to their level of pay.

Dated at Toronto, Ontario, this 2nd day of July 2025.


FOR THE UNION




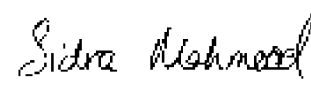
Cheryl Greenwood


M. Allen
Manisa Soares


FOR THE HOSPITAL



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LETTER OF UNDERSTANDING #4

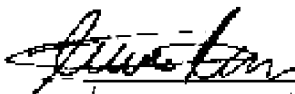
RE: PROCEDURE TO BE USED IN CALCULATING THE SENIORITY OF EMPLOYEES HIRED ON THE SAME CALENDAR DAY


- L4.01 When employees commence work on the same day and same shift, the order of seniority shall be by alphabetical order, family name first, given name second.
- L4.02 When employees start on the same day but different shifts, where there is hospital documentation the employee started on the earlier shift, the employee starting the earlier shift will have seniority over the latter.
- L4.03 When it is difficult to ascertain which employee started first, the Hospital will consider documentation provided by the employee and render a decision.
- L4.04 If it cannot be ascertained which employee started on the earlier shift, and then seniority will be accorded as per alphabetical order family name first, given name second.
- L4.05 Where the member's last name changes due to marriage, divorce etc., seniority will continue to be determined as per alphabetical order family name first, given name second of the members family name upon entering the bargaining unit.

Dated at Toronto, Ontario, this 2nd day of July 2025.


FOR THE UNION


FOR THE HOSPITAL



Cheryl Yeckwood


M. Soares
Maurice Soares





Amamadi

Sidra Mahmood

LETTER OF UNDERSTANDING #5

RE: LEAVES FOR RELIGIOUS OBSERVANCE

- L5.01 The Hospital shall accommodate an employee's request to be absent from work to meet religious obligations. Each case will be examined on an individual basis in an effort to facilitate the requested time off without suffering loss of income.
- L5.02 Efforts of accommodations may include the use of shift exchanges in case of shift workers, variable work hours (compressed work week), substitution of any of the statutory holidays, floater days, use of banked hours, lieu time, vacation time or any other individual arrangement satisfactory to both the employee and the Hospital.

Procedure

The employee shall give the Manager/Supervisor at least two (2) weeks written notice of the day(s) they wish to take off to meet religious obligations.

The Manager/Supervisor will make every effort to allow the employee to be absent from work without suffering loss of income.

The Manager/Supervisor will discuss and decide with the employee how the religious holiday will be accommodated, e.g., shift exchanges in the case of shift workers, variable hours of work (compressed work week), vacation time, lieu time, individual arrangements for make-up time such as week-end work, etc.

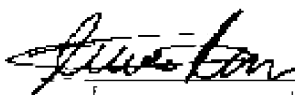
Application

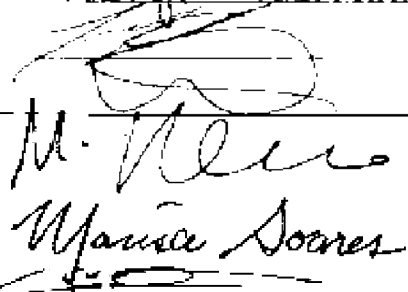
This letter of Understanding covers all permanent full-time and part-time employees.

Dated at Toronto, Ontario, this 2nd day of July 2025.


FOR THE UNION

FOR THE HOSPITAL



Cheryl Yeaswood


M. Soares
Maurice Soares



Amamadi

Sidra Mahmood

Sidra Mahmood

LETTER OF UNDERSTANDING #6

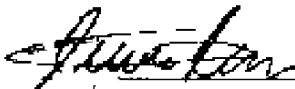
RE: INJURY PREVENTION & TRAINING

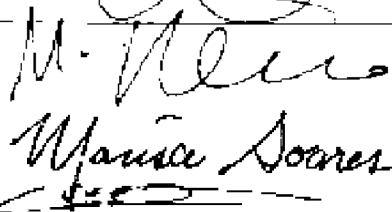
L6.01 The Hospital will provide appropriate injury prevention and training to all staff at orientation and as frequently as required thereafter to ensure that all staff has adequate training.

Dated at Toronto, Ontario, this 2nd day of July 2025.


FOR THE UNION

FOR THE HOSPITAL



Cheryl Yeckwood


M. Soares
Maurice Soares



Amamadi

Sidra Ashmeed

LETTER OF UNDERSTANDING #7

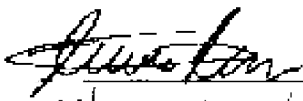
RE: INFECTIOUS DISEASE

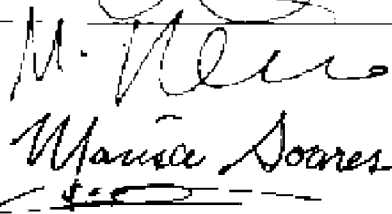
L7.01 Where employees are exposed to infectious, communicable diseases or environmental diseases at work for which there are available protective medications and protective treatments, such medications and treatments shall be provided at no cost to the employee.

Dated at Toronto, Ontario, this 2nd day of July 2025.

FOR THE UNION


FOR THE HOSPITAL



Cheryl Yeaswood


M. Soares
Maurice Soares

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Anamadi

Sidra Ashmeed

LETTER OF UNDERSTANDING #8

RE: ACCESS TO UHN'S EDUCATION ASSISTANCE POLICY

University Health Network (UHN) is committed to supporting continuing education and lifelong learning by its employees. UHN seeks to encourage employees to take responsibility for their own professional growth and enhancing their contribution to the organization.

Eligible employees may receive financial support upon completion of academic courses from recognized institutions that are directly related to current and future career development goals. It is the responsibility of the employee to discuss educational development options with their immediate supervisor/manager and obtain endorsement/support for course reimbursement.

Eligible employees may also be provided with an interest-free loan to assist with tuition payment at approved institutions.

This policy does not apply to seminars, workshops or conferences.

Eligibility

All permanent full time (PFT) employees and permanent part time (PPT) employees working a minimum of 0.5 FTE (fifty (50%) percent of regular work schedule) with a minimum of one year of service are eligible to apply for education assistance through this program.

Employees who work less than 0.5 FTE, casual, contract, and temporary employees are not eligible for education assistance under this program.

Tuition Reimbursement

One hundred percent (100%) of eligible tuition costs to a maximum of one-thousand, two-hundred (\$1,200) dollars per year may be reimbursed for PFT employees and a prorated amount for PPT employees.

An employee who participates in an education program and receives tuition reimbursement is expected to remain in the employ of UHN for a minimum of one calendar year from the date they received the tuition reimbursement. An employee who voluntarily leaves prior to completing one year of continuous service is required to reimburse the Hospital fifty (50%) percent of the program costs that were reimbursed to them.

In situations where eligible requests for funding support exceed the funds available, decisions for participation will be made in conjunction with appropriate UHN management using the following guidelines:

The course is part of a course of study of attainment of an academic degree/diploma from a recognized academic or professional/technical institution.

Degree/diploma program is directly related to the employee's current/future career development needs and job performance.

Both the employee and UHN will benefit from the education offered.

Interest-free Loans

A twelve (12) month interest-free loan may also be provided to eligible employees to cover approved costs, to a maximum of one-thousand (\$1,000) dollars per year.

Reimbursement of the loan will be through payroll deduction during the twelve (12)-month term.

Should the employee leave the employ of the Hospital they will be required to immediately pay the total outstanding balance through deduction from the final Hospital pay and if sufficient funds are not available, through the provision of a personal cheque.

Maximum Reimbursement

The maximum annual reimbursement by UHN for educational assistance is one-thousand, two-hundred (\$1,200) dollars per employee, irrespective of where the money is distributed from, i.e., if an employee has received the maximum reimbursement from their department or Nursing Funds, the employee would not be eligible to receive further reimbursement through the Education Assistance Program.

If an employee has been awarded a scholarship, they may apply for assistance under this policy to cover the unsupported portion, if any, of the education costs.

Resignation

It is the responsibility of the manager to notify Human Resources if the employee voluntarily resigns prior to completing one year of continuous service from the date tuition reimbursement funds are received.

Annual Reviews

This policy is subject to annual reviews, including the amount of funding available. The Vice President, Human Resources will lead the review and the Senior Management Committee will determine funding.

Procedure

Tuition Reimbursement

1. The employee must complete Part 1-A and Part 3 of the Tuition Reimbursement Section of the Education Assistance Request (form D-3075) and forward the form to their manager for completion of Part 2. The manager must indicate reasons for supporting the application for tuition funding support based on the employee's career development needs and job performance.
2. When both parts are completed, forward the Education Assistance Request to Human Resources, Attention: Organization and Employment Development. Human Resources will advise the employee of the status of the application, i.e., approved or denied.
3. Upon successful completion of the course, the employee is responsible for submitting to Human Resources written proof of successful completion of course and written proof of payment in order to obtain reimbursement.

Interest-free Loans

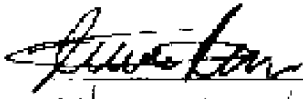
1. The employee must complete Part 1-A and Part 1-B of the Request for Interest-Free Loan section of the Education Assistance Request (form D-3075). The form must be forwarded to the Manager for endorsement/support (part 2 must be completed by the manager). The manager must indicate reasons for supporting the application based on the employee's career development needs and job performance.
2. When both parts are completed the application form must be forwarded to Human Resources, Attention: Director, Organization and Employee Development. Human


Resources will advise the employee of the status of the application, i.e., approved or denied.


3. Payroll deductions will commence the month following the month the loan was issued.

Dated at Toronto, Ontario, this 2nd day of July 2025.

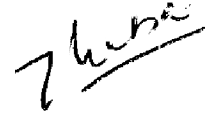
FOR THE UNION




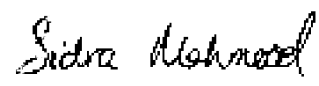
Cheryl Yeaman


M. Soares
Maurice Soares


FOR THE HOSPITAL



Zehra


Amamadi


Sidra Mahmood

LETTER OF UNDERSTANDING #9

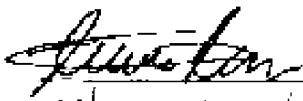
RE: EDUCATION


L9.01 The parties agree that in cases where it has been determined by management that an employee would benefit from English as a second language and/or literacy management will give consideration to providing such training.

Dated at Toronto, Ontario, this 2nd day of July 2025.


FOR THE UNION


FOR THE HOSPITAL



Cheryl MacLeod


M. Soares
Maurice Soares





Anamadi

Sidra Mahmood

LETTER OF UNDERSTANDING #10

RE: ON LEAVE AND APPLICABLE PAYMENTS

L10.01 In cases where a CUPE representative is requested by management to attend a meeting of any nature, to deal with employee or union-management business, and the meeting takes place before or after the applicable person's normal shift start or finish time, the employee is to be compensated at straight time or time off in lieu as agree to by both parties for the applicable time.

L10.02 If the applicable union representative is called into the workplace to attend meetings similar to those described above on their regularly scheduled day off including vacation, one of the following scenarios will apply.

(a) The employee will be compensated at straight time for a minimum of thirty (30) minutes, or the length of the meeting if it exceeds thirty (30) minutes;


Or

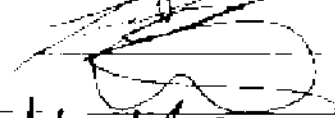
(b) The employee will be allowed to take a day off with pay, at a date that is agreed to by both parties. (This is assuming that the employee has been involved in an all-day meeting). If the meeting did not run all day, then the employee will be credited with a minimum of thirty (30) minutes, or the length of the meeting if it exceeds thirty (30) minutes.

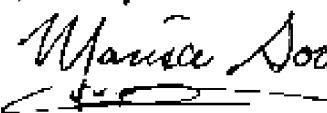
Dated at Toronto, Ontario, this 2nd day of July 2025.

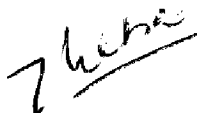
FOR THE UNION


FOR THE HOSPITAL




Cheryl Yeaswood


M. Soares
Maurice Soares




Zehra


Amamadi


Sidra Mahmood

LETTER OF UNDERSTANDING #13

RE: WAGE REOPENER

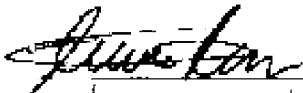
L13.01 The monetary proposals for the three (3) year moderation period (June 15, 2018, June 15, 2019, June 15, 2020) are subject to a reopener in the event that Bill 124 is found to be unconstitutional or is otherwise amended. It is understood that the special adjustment on June 16, 2021, is not subject to the wage reopener.

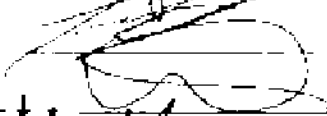
L13.02 Reopener on monetary proposals in the event that the Union is granted an exemption, or Bill 124 is declared unconstitutional by a court of competent jurisdiction, or the Bill is otherwise amended or repealed. If the parties are unable to come to an agreement following a reopening of monetary proposals, the parties agree the board of arbitration chaired by William Kaplan will remain seized.

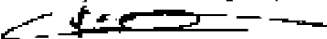
Dated at Toronto, Ontario, this 2nd day of July 2025.

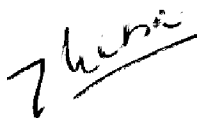
FOR THE UNION

FOR THE HOSPITAL



Cheryl Yeaswood


M. Soares
Maurice Soares




Amamadi

Sidra Hashmi

LETTER OF UNDERSTANDING #14

RE: NON-UNION VOLUNTARY BENEFITS FOR PART-TIME EMPLOYEES

L14.01 Employees who are currently enrolled in the non-union part-time benefits as of September 28, 2023, the Hospital agrees to grandfather them into the Non-Union Option 2 Plan. The details of the Part-time Non-Union Option 2 Plan are outlined below:

Plan	Part-Time Non-union - Option 2
General	
Waiting Period	
Life & AD&D	3 months
Short Term Disability	Not eligible
Long Term Disability	Not eligible
Health & Dental	date of hire
Hospital Cost Contribution	
Life & AD&D	100%
Short Term Disability	N/A
Long Term Disability	N/A
Health	100%
Dental	75%
Termination	
Life & AD&D	
Short Term Disability	N/A
Long Term Disability	N/A
Health & Dental	Retirement
Health	
Deductible	\$10 Single/ \$20 Family
Coinsurance	
Drug	80%
EHC	100%
Hospital	100%
Vision	100%
Out of Pocket Maximum (OOP)	n/a
OOP Applicable to:	n/a
Drugs	
Maximum	
Dispensing Fee Maximum	\$7.50
Fertility Drugs	\$9,000 per Lifetime
Smoking Cessation	\$600 per Lifetime
Erectile Dysfunction	n/a
Obesity	
Paramedical	
Mental Health Maximum	\$1,200.00
All Other Maximum	\$500 per calendar year for all practitioners combined

Vision	
Maximum	\$200 per 24 months
Eye Exams	1 per 24 months
Misc. EHC	
Hospital Maximum	Unlimited
Hospital Coverage	Private
Private Duty Nursing	\$50,000 per lifetime
Hearing Care	\$500 per 3 years
Orthotics	\$200 per 2 years or per calendar year if under age 18
Orthopedic Shoes	\$250 per year
Emergency Out of Country	
Maximum	\$1,000,000 per Lifetime
Trip Duration	90 days
Dental	
Deductible	Nil
Fee Guide	Current
Recall	9 months
Coinsurance	
Basic	100%
Major	60%
Orthodontic	50%
Maximums	
Basic	\$2,500 per year combined with Major
Major	\$2,500 per year combined with Basic
Orthodontic	\$2,000 per Lifetime
Health Care Spending Account	
Annual Benefit Amount	\$100
Long Term Disability	
Elimination Period	n/a
Benefit	n/a
Maximum	n/a
"Own Occ"	n/a
Duration	n/a
Benefit Continuation	n/a
Basic Life Insurance	
Formula	Schedule A: \$5,000 Schedule B: 2X earnings
Maximum	\$700,000
Non-Evidence Maximum	n/a
Other	
Retiree Coverage	\$300 per year of service to \$4,500

L14.02 For any part-time employee that wants to sign up for Part-time benefits after the date of ratification, the Hospital agrees to provide the option of voluntary participation in dental, semi-private and extended health care benefit programs.

L14.03 It is understood that any Part-time who elects to participate in voluntary Part-time benefits shall assume the full monthly costs of the premiums.

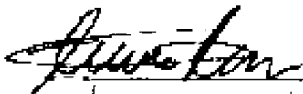
L14.04 Any regular Part-time employee who wishes to participate in voluntary Part-time benefits shall provide the Hospital with payment of the full monthly premium through post-dated cheques.


L14.05 The Hospital shall notify the Union of the benefit costs for Part-time employees each time the benefits costs are renegotiated by the Hospital.

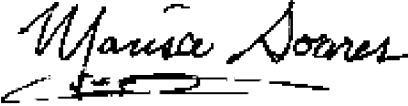
Dated at Toronto, Ontario, this 2nd day of July 2025.

FOR THE UNION


FOR THE HOSPITAL



Cheryl Yeaswood


M. Allen
Maureen Soares


~~Maureen Soares~~



Amamadii

Sidra Mahmood

LETTER OF UNDERSTANDING #15

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.

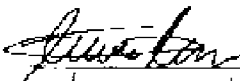
To support this commitment, where a committee or other hospital forum does not already exist, the local parties will endeavour in the first year of the collective agreement to establish a committee or other hospital forum. The local parties will coordinate to integrate at least one (1) representative, 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 2nd day of July 2025.


FOR THE UNION

FOR THE HOSPITAL



Cheryl Yesswood


M. Soares
Maurice Soares



Anamadi

Sidra Mahmood

Sidra Mahmood

LETTER OF UNDERSTANDING #16

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.

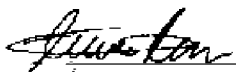
To this end, the parties agree to meet annually to discuss departments/units that would benefit from a review of the optimal composition of full-time, regular part-time, and casual staff. In order to conduct the review, the parties may review the following information for these departments/units:


- 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; and
- 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 2nd day of July 2025.

FOR THE UNION




Cheryl Jeanes



M. Allen


Maurice Soares

FOR THE HOSPITAL



Anamadi



Sidra Mahmood

LETTER OF INTENT

RE: EDITING SUBCOMMITTEE

The parties have agreed to establish an Editing Subcommittee that will discuss housekeeping amendments and any necessary editing amendments that may be required to facilitate the printing of the collective agreements.

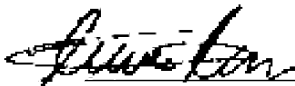
Should there not be mutual agreement on any amendments proposed by either party, then the status quo shall prevail. It is understood that neither party may raise any disputes with respect to any proposed amendments to an arbitrator.

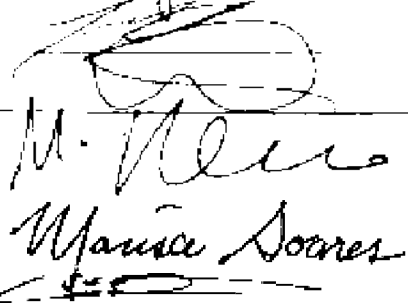
The subcommittee will be comprised of three members from each party and will commence meetings no later than 30 days following the ratification of the collective agreement. The parties agree that they will make their best efforts to complete their duties within 60 days of their first meeting.

Dated at Toronto, Ontario, this 2nd day of July 2025.


FOR THE UNION


FOR THE HOSPITAL

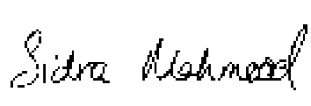


Cheryl Yeaman


M. Soares
Maurice Soares



Zhibe


Amamadi


Sidra Mahmood

EFFECTIVE SEPTEMBER 29, 2023 RATES: TORONTO WESTERN HOSPITAL

No. (Job)	Classification	Grp	Level (Grade)	Rate Eff Date	Start	Step 2
CUPE - UHN (Based on CUPE JES)						
C007	CLERK, FILE	CU3	Q0:51	29-Sep-23	\$25.59	\$26.40
C050	CASHIER	CU3	Q0:52	29-Sep-23	\$25.89	\$26.65
C012	RECEPTIONIST	CU3	Q0:52			
C016	CLERK NUTRITION, DIETARY RECORDS	CU3	Q0:54	29-Sep-23	\$26.36	\$27.14
C060	CLERK NUTRITION, DIETARY RECORDS (PERM MOD)	CU3	Q0:54			
C042	REPRESENTATIVE I, CLIENT SERVICES	CU3	Q0:55	29-Sep-23	\$27.35	\$28.19
C051	CLERK, ADMINISTRATIVE SUPPORT	CU3	Q0:56	29-Sep-23	\$27.42	\$28.28
C052	CLERK, BILLING/DATA ENTRY	CU3	Q0:56			
C018	OPERATOR, SWITCHBOARD	CU3	Q0:56			
C017	CLERK, WARD	CU3	Q0:57	29-Sep-23	\$27.81	\$28.66
C043	REPRESENTATIVE II, CLIENT SERVICES	CU3	Q0:57			
C029	SECRETARY	CU3	Q0:59	29-Sep-23	\$27.96	\$28.83
C061	SECRETARY (PERM MOD)	CU3	Q0:59			

EFFECTIVE SEPTEMBER 29, 2024 RATES: TORONTO WESTERN HOSPITAL

No. (Job)	Classification	Grp	Level (Grade)	Rate Eff Date	Start	Step 2
CUPE - UHN (Based on CUPE JES)						
C007	CLERK, FILE	CU3	Q0:51	29-Sep-24	\$26.35	\$27.19
C050	CASHIER	CU3	Q0:52	29-Sep-24	\$26.67	\$27.45
C012	RECEPTIONIST	CU3	Q0:52			
C016	CLERK NUTRITION, DIETARY RECORDS	CU3	Q0:54	29-Sep-24	\$27.15	\$27.95
C060	CLERK NUTRITION, DIETARY RECORDS (PERM MOD)	CU3	Q0:54			
C042	REPRESENTATIVE I, CLIENT SERVICES	CU3	Q0:55	29-Sep-24	\$28.17	\$29.04
C051	CLERK, ADMINISTRATIVE SUPPORT	CU3	Q0:56	29-Sep-24	\$28.24	\$29.13
C052	CLERK, BILLING/DATA ENTRY	CU3	Q0:56			
C018	OPERATOR, SWITCHBOARD	CU3	Q0:56			
C017	CLERK, WARD	CU3	Q0:57	29-Sep-24	\$28.64	\$29.52
C043	REPRESENTATIVE II, CLIENT SERVICES	CU3	Q0:57			
C029	SECRETARY	CU3	Q0:59	29-Sep-24	\$28.80	\$29.69
C061	SECRETARY (PERM MOD)	CU3	Q0:59			