

COLLECTIVE AGREEMENT

Between

UHN Toronto General
Toronto Western
Princess Margaret
Toronto Rehab
Michener Institut.

**UNIVERSITY HEALTH NETWORK
TORONTO WESTERN HOSPITAL**

(Hereinafter referred to as “the Hospital”)

AND

CUPE

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 5001.05**

(Hereinafter referred to as “the Union”)

(FULL-TIME CLERICAL UNIT)

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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.

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, 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.

5.03 Employee Interview

A new employee will have the opportunity to meet with a representative of the Union in

the employ of the Hospital for a period of up to 15 minutes during the employee's orientation period without loss of regular earnings. The purpose of the meeting will be to acquaint the employee with such representative of the Union and the collective agreement. 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. Upon reference to arbitration, the Negotiating Committee members shall receive unpaid time off for the purpose of attending arbitration hearings.

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

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

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

6.05 Union Stewards

- (a) The Hospital agrees to recognize Union stewards to be elected or appointed from amongst employees in the bargaining unit who have completed their probationary period for the purpose of dealing with Union business as provided under this Collective Agreement.
- (b) A Chief Steward or designate may, in the absence of any steward, assist in the presentation of any grievance, or with any steward function.
- (c) The Union shall keep the Hospital notified in writing of the names of Union stewards appointed or selected under this Article as well as the effective date of their respective appointments.
- (d) It is agreed that Union stewards have their regular duties and responsibilities to perform for the Hospital and shall not leave their regular duties without first obtaining permission from their immediate supervisor. If, in the performance of their duties, a Union steward is required to enter an area within the Hospital in which they are not originally employed, they shall report their presence to the supervisor in the area immediately upon entering it. Such permission shall not be unreasonably withheld. When resuming their regular duties and responsibilities, such steward shall again report to their immediate supervisor. A Union steward shall suffer no loss of earnings for time spent in performing the above duties during his regular scheduled working hours.
- (e) Nothing in this Article shall preclude full-time stewards from representing part-time employees and vice-versa.
- (f) The number of stewards and the areas, which they represent, are to be determined locally as set out in Local Appendix Q.02.

6.06 Grievance Committee

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 (a) The Hospital agrees that where an employee is required to attend a meeting with the Hospital that may lead to disciplinary action, as a good labour relations practice, it will inform the employee of the purpose of the meeting and their right to Union Representation.

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

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

Step No. 1

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

Step No. 2

Within nine (9) calendar days following the decision in Step No. 1, the grievance may be submitted in writing to the (designated by Hospital). A meeting will then be held between the (designate) and the Grievance Committee within nine (9) calendar days of the submission of the grievance at Step No. 2 unless extended by agreement of the parties. It is understood and agreed that a representative of the Canadian Union of Public employees and the grievor may be present at the meeting. It is further understood that the (designate) may have such counsel and assistance as they may desire at such meeting. The decision of the Hospital shall be delivered in writing within nine (9) calendar days following the date of such meeting.

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

7.05 Where a number of employees have identical grievances, and each employee would be entitled to grieve separately, they may present a group grievance in writing identifying each employee who is grieving to the Manager or 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 has been unjustly discharged or suspended shall be treated as a grievance if a written statement of such grievance is lodged by the employee with the Hospital at Step No. 2 within seven (7) calendar days after the date the discharge or suspension is 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 his probationary period, without just cause.

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

ARTICLE 9 - SENIORITY

9.01 Probationary Period

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

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

9.02 Definition of Seniority

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

Seniority will operate on a bargaining unit wide basis.

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:

- (a) It is understood that during an approved unpaid absence not exceeding thirty

(30) continuous days or any approved absence paid by the Hospital, both seniority and service will accrue.

- (b) During an unpaid absence exceeding thirty (30) continuous calendar days, credit for service for purposes of salary increment, vacation, sick leave, or any other benefits under any provisions of the Collective Agreement or elsewhere, shall be suspended for the period of the absence in excess of thirty (30) continuous calendar days, the benefits concerned appropriately reduced on a pro rata basis and the employee's anniversary date adjusted accordingly. In addition, the employee will become responsible for full payment of any subsidized employee benefits in which they are participating for the period of absence, except that the Hospital will continue to pay its share of the premiums up to thirty (30) months while an employee is in receipt of WSIB benefits*. Such payment shall also continue while an employee is on sick leave (including the Employment Insurance Period) to a maximum of thirty (30) months from the time the absence commenced.

Notwithstanding this provision, service shall accrue for a period of fifteen (15) weeks if an employee's absence is due to a disability resulting in WSIB benefits.

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

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

9.05 Job Posting (Refer to Appendix "S")

- (a) Where a permanent vacancy occurs in a classification within the bargaining unit or a new position within the bargaining unit is established by the Hospital, such vacancy shall be posted for a period of seven (7) consecutive calendar days. Applications for such vacancy shall be made in writing within the seven (7) day period referred to herein.
- (b) The postings shall stipulate the 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 30 calendar days of the position becoming vacant, unless the Hospital provides the Union notice under Article 9.08 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. (Refer to Letter of Understanding #2)

9.07 (a) Transfer of Seniority and Service

Effective September 19, 1985 and for employees who transfer subsequent to September 19, 1985:

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

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

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

(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.

(c) Transformation in Health Care

Seniority Recognition

Without prejudice to the Union's or Hospital's 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 on Transfer

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

Without prejudice to the Union's or Hospital's rights under the Collective

Agreement or the Labour Relations Act, and/or the Public Sector Labour Relations Transition Act, employees relocated/transferred* shall have the right to post for vacancies that arise, prior to or subsequent to the relocation/transfer*, at their originating Hospital for that 48-month period.

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

* Pursuant to a "Sale of Business" under Section 69 of the Labour Relations Act, 1995, or to transfer pursuant to the Public Sector Labour Relations Transition Act.

9.08 Notice of 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 (refer to Letter of Understanding #2)

(b) Retirement Allowance

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

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

- (d) A layoff shall not include a reassignment of an employee from their classification or area of assignment who would otherwise be entitled to notice of layoff provided (refer to Letter of Understanding #2):
 - (i) reassignments will occur in reverse order of seniority; (i.e., The least senior employee will be the first reassigned);
 - (ii) 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;
 - (iii) the reassignment of the employee does not result in a reduction of the employee's wage rate or hours of work;
 - (iv) the job to which the employee is reassigned is located at the employee's original work site or at a nearby site in terms of relative accessibility for the employee;

- (v) the job to which the employee is reassigned is on the same or substantially similar shift or shift rotation; and
- (vi) where more than one employee is to be reassigned in accordance with this provision, the reassigned employees shall be entitled to select from the available appropriate vacancies to which they are being reassigned in order of seniority provided no such selection causes or would cause a layoff or bumping.

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

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

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

- (i) Committee Mandate

The mandate of the Redeployment Committee is to:

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

a grievance commencing at Step 2.

(ii) Committee Composition

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

Meetings of the Redeployment Committee shall be held during normal working hours. Time spent attending such meetings shall be deemed to be work time for which the representative(s) shall be paid by the Hospital at his or 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 a Local Health Integration Network or to the Ministry of Health, the Hospital shall provide a copy, together with accompanying documentation, to the Union.

9.09 Layoff and Recall

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

- (a) accept the layoff; or
- (b) opt to receive a separation allowance as outlined in Article 9.12; or
- (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.

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.

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

- (e) In the event that there are no employees with lesser seniority in the same or a lower or identical-paying classification, as defined in this article, a laid-off employee shall have the right to displace another employee with lesser seniority who is the least senior employee in the classification and where the straight-time hourly rate at level of service corresponding to that of the employee is within 15% of the laid-off employee's straight-time hourly rate.
- (f) In addition, in combined full-time/part-time collective agreements, a full-time employee shall also be entitled to displace another full-time employee with lesser seniority in a higher-paying classification provided that they are able to meet the normal requirements of the job, with orientation but without additional training, when there are no other full-time employees in the same or a lower or similar-paying classification with lesser seniority, prior to being required to displace a part-time employee.
- (g) An employee who is subject to layoff other than a layoff of a permanent or long-term nature including a full time employee whose hours of work are, subject to Article 14.01, reduced, shall have the right to accept the layoff or displace another employee in accordance with (a) and (d) above.
- (h) The Hospital agrees to layoff temporary employees in the same or similar classification within the same department before permanent employees, provided remaining employees are able to meet the normal requirements of the job.
- (i) 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 before such opening is filled on a regular basis under a job posting procedure. The posting procedure in the collective agreement shall not apply until the recall process has been complete.
- (j) 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.
- (k) 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.

- (l) 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.
- (m) 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.
- (n) 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.
- (o) 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.
- (p) 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.
- (q) Employees on layoff shall be given preference for temporary vacancies, which are expected to exceed ten (10) working days. An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on layoff.

9.10 Benefits on Layoff

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

9.11 Retraining

(a) Retraining for Positions within the Hospital

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

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

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

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

(b) Placement

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

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

9.12 Separation Allowances

- (a) Where an employee resigns within 30 days after receiving notice of layoff pursuant to article 9.08(a)(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 twenty (20) 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 five hundred (\$3,500) dollars.
- (b) Where an employee resigns later than 30 days after receiving notice pursuant to Article 9.08(a)(ii) that their position will be eliminated, they shall be entitled to a separation allowance of four (4) weeks' salary, and, on production of receipts from an approved educational program, within twelve (12) months of resignation, may be reimbursed for tuition fees up to a maximum of one thousand two hundred and fifty (\$1,250) dollars.

9.13 Technological Change

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

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

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

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

9.14 Workloads

- (a) The parties agree that patient care is enhance if concerns relating to professional practice, patient acuity, fluctuating workloads 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 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) or the Labour-Management Committee (as constituted under Article 6.02) through their Union representative using the template workload complaint form attached as Appendix A. This form may be modified my mutual agreement of the local parties.

ARTICLE 10 - CONTRACTING OUT

10.01 Contracting Out

- a. 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 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 until such time as the provisions of the collective agreement have been complied with.

The Hospital agrees to notify the Union, in writing five (5) months in advance if the Hospital is implementing Article 10.02.

Hospital will set up a meeting, with the Union within ten (10) working days of delivery of written notification, to inform the Union of its intention to implement Article 10.02. At the meeting, the Hospital shall identify:

- (i) the work that is been affected and the reasons that lead to the decision;
- (ii) to whom the work is being contracted; and
- (iii) any other subsequent contractor.

During the meeting, the Hospital agrees to provide all pertinent information to the Union including costs and any other relevant information.

10.03 Contracting In

- (a) Further to Article 9.08(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 duties, as covered by this agreement

shall not be expanded beyond the extent of existing practice as of June 1, 1986.

The Hospital shall submit to the Union, at three (3) month intervals, the number of volunteers for the current month, 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. 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 P.02. During such leave of absence, the employee's salary and applicable benefits shall be maintained by the Hospital on the basis of what their normal regular hours of work would have been, provided that the Union reimburses the Hospital in the amount of such salary and applicable benefits within thirty (30) days of billing.

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

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

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

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

Where the Hospital is unable to reschedule the employee and, as a result, they is

required to attend during other than their regularly scheduled paid hours, they shall be paid for all hours actually spent at such hearing at their straight time hourly rate subject to (a), (b) and (c) above.

12.06 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 22 of the *Employment Insurance Act* shall be paid a supplemental unemployment benefit for a period not exceeding fifteen (15) weeks. The supplement shall be equivalent to the difference between ninety-three percent (93%) of their normal weekly earnings and the sum of their weekly unemployment insurance benefits and any other earnings. Receipt by the Hospital of the employee's unemployment insurance cheque stubs shall constitute proof that they are in receipt of Employment Insurance pregnancy benefits.

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

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

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

- (e) Credits for service and seniority shall accumulate for a period of up to seventeen (17) weeks while an employee is on pregnancy leave.
- (f) The Hospital will continue to pay its share of the contributions of the subsidized

employee benefits, including pension, in which the employee is participating for a period of up to seventeen (17) weeks while the employee is on pregnancy leave.

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

12.07 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.

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

Where an employee elects to receive parental leave benefits pursuant to

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

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

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

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

- (f) Credits for service and seniority shall accumulate for a period of up to sixty-one (61) weeks after the parental leave began, if the employee also took pregnancy leave, and sixty-three (63) weeks after the parental leave began otherwise, while the employee is on parental leave.
- (g) The Hospital will continue to pay its share of the premiums of the subsidized employee benefits, including pension, in which the employee is participating for a period of up to sixty-one (61) weeks after the parental leave began, if the employee also took pregnancy leave, and sixty-three (63) weeks after the parental leave begin otherwise, while the employee is on parental leave.
- (h) Subject to any changes to the employee's status which would have occurred had they not been on parental leave, the employee shall be reinstated to their former duties, on the same shift in the same department, and at the same rate of pay.

12.08 Education Leave

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

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

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

Subject to operational requirements, the Hospital will make every reasonable effort to grant requests for an employee to take an educational leave without pay and without

loss of seniority of up to twelve (12) months for training related to the employee's employment at the Hospital.

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

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

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

12.09 Pre-Paid Leave Plan

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

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

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

Contributions to the Hospitals of Ontario Pension Plan will be in accordance with the Plan. The employee will not be eligible to participate in the disability income plan during the year of the leave.

- (i) An employee may withdraw from the plan at any time during the deferral portion provided three (3) months' notice is given to the Hospital. Deferred salary, plus accrued interest, if any, will be returned to the employee within a reasonable period of time.
- (j) If the employee terminates employment, the deferred salary held by the Hospital plus accrued interest, if any, will be returned to the employee within a reasonable period of time. In case of the employee's death, the funds will be paid to the employee's estate.
- (k) The Hospital will endeavour to find a temporary replacement for the employee as far in advance as practicable. If the Hospital is unable to find a suitable replacement, it may postpone the leave. The Hospital will give the employee as much notice as is reasonably possible. The employee will have the option of remaining in the Plan and rearranging the leave at a mutually agreeable time or of withdrawing from the Plan and having the deferred salary, plus accrued interest, if any, paid out to the employee within a reasonable period of time.
- (l) The employee will be reinstated to their former position unless the position has been discontinued, in which case the employee shall be given a comparable job.
- (m) Final approval for entry into the pre-paid leave program will be subject to the employee entering into a formal agreement with the Hospital in order to authorize the Hospital to make the appropriate deductions from the employee's pay. Such agreement will include:
 - (i) A statement that the employee is entering the pre-paid leave program in accordance with this Article of the collective agreement.
 - (ii) The period of salary deferral and the period for which the leave is requested.
 - (iii) The manner in which the deferred salary is to be held.

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

12.10 Medical Care and Emergency Leave

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

ARTICLE 13 - SICK LEAVE, INJURY & DISABILITY

13.01 HOODIP

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

The Hospital will pay 75% of the billed premium towards coverage of eligible employees under the long-term disability portion of the Plan (HOODIP or an equivalent plan as described in the August, 1992 booklet (Part B), the employee paying the balance of the billed premium through payroll deduction. For the purpose of transfer to the short-term portion of the disability program, employees on the payroll as of the effective date of the transfer with three (3) months or more of service shall be deemed to have three (3) months of service. For the purpose of transfer to the long-term portion of the disability program, employees on the active payroll as of the effective date of the transfer with one (1) year or more of service shall be deemed to have one (1) year of service.

- (b) There shall be no pay deduction from an employee's regular scheduled shift when an employee has completed any portion of the shift prior to going on sick leave benefits or WSIB benefits.
- (c) The Hospital further agrees to pay employees an amount equal to any loss of benefits under HOODIP for the first two (2) days of the fourth and subsequent period of absence in any calendar year.
- (d) Any dispute that may arise concerning an employee's entitlement to any benefits referred to in Article 13.01, including HOODIP and equivalents, may be subject to the grievance procedure and arbitration under the provisions of this collective agreement, provided the employee has exhausted the Medical Appeals Process provided under the plan, if any.
- (e) A copy of the current HOODIP plan text or, where applicable, the master policy of the current HOODIP equivalent shall be provided to the Union.
- (f) The Hospital shall pay the full cost of any medical certificate required of an employee.
- (g) The short-term sick leave plan shall be registered with the Employment Insurance Commission (EiC). The employee's share of the employer's unemployment insurance premium reduction will be retained by the Hospital towards offsetting the cost of the benefit improvements contained in this agreement.

13.02 Sick Leave

The following provision will appear in all collective agreements where WSIB top-up now exists, and where the Hospital does not now have HOODIP, or does not transfer to HOODIP under the above transfer provision, replacing any provision related to WSIB top-up that existed in the hospital's expiring collective agreement:

Where an employee is prevented from working for the Hospital on account of an

occupational illness or accident that is recognized by the Workplace Safety & Insurance Board as compensable within the meaning of the *Workplace Safety & Insurance Act*, the Hospital, on application from the employee will utilize the employee's accumulated sick leave credits to supplement the award made by the Workplace Safety & Insurance Board for loss of wages to the employee by such amount that the award of the Workplace Safety & Insurance Board for loss of wages, together with the supplementation of the Hospital, will equal 100% of the employee's net earnings, to the limit of the employee's accumulated sick leave credits. Where a WSIB top-up is currently provided from general revenue, it will be provided on the same basis except that it will continue to be provided from general revenue.

13.03 Injury Pay

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

13.04 Payment Pending Determination of WSIB Claims

An employee who is absent from work as a result of an illness or injury sustained at work and who has been awaiting approval of claim for WSIB benefits for a period longer than one complete shift may apply to the Hospital for payment equivalent to the lesser of the benefit they would receive from WSIB benefits if their claim was approved, or the benefit to which they would be entitled under the short term sick leave plan. Payment will be provided only if the employee provides evidence of disability satisfactory to the Hospital and a written undertaking satisfactory to the Hospital that any payments will be refunded to the Hospital following final determination of the claim by the Workplace Safety & Insurance Board. If the claim for WSIB benefits is not approved, the monies paid, as an advance will be applied towards the benefits to which the employee would be entitled under the short-term sick leave plan. Any payment under this provision will continue for a maximum of fifteen (15) weeks.

ARTICLE 14 - HOURS OF WORK

14.01 Daily & Weekly Hours of Work

- (a) 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 pay period so that employees will normally work seventy-five (75) hours in the said two (2) week pay period. Refer to Appendix F.

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

14.02 Rest Periods

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

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

Overtime will be paid for hours worked in excess of seven and one-half (7 1/2) hours in a shift or seventy-five (75) hours worked in a two (2) week pay period, but not both.

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 (refer to Appendix G).

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 workweek 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.

Call-in pay shall not apply where pre-arranged overtime hours are being worked.

15.07 Standby

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

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

15.08 Temporary Transfer

Where an employee is assigned temporarily to perform the duties and assume the responsibilities of a higher paying position in the bargaining unit, 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 (a) 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.

(b) Definition of Shifts

Afternoon and night shifts shall be defined as those full shifts starting between 1100 hours and 2400 hours.

ARTICLE 16 - HOLIDAYS

16.01 Number of Holidays

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

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

16.02 Definition of Holiday Pay and Qualifiers

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

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

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

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

16.03 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 regular straight time hourly rate of pay for all hours worked on such holiday subject to Article 16.04. In addition, if the employee qualifies in accordance with Article 16.02 above the employee will receive a lieu day off with pay in the amount of the employee's regular straight time hourly rate of pay times the employee's normal daily hours of work.

Note: Other provisions if any, relating to the scheduling of lieu days or relating to the payment of holiday pay instead of receiving a lieu day off are located in the Local Provisions Appendix H.07.

16.04 Payment for Working Overtime on a Holiday

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

ARTICLE 17 - VACATIONS

17.01 Full-Time Vacation Entitlement.

Qualifiers and Calculation of Payment Subject to any superior conditions:

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:
1	2	2
2	5	3
5	12	4
12	20	5
20	28	6
28		7

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

Refer to Appendix I. Practice vacation granted January 1st of the year.

17.02 Work During Vacation

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

such work was performed, the employee will receive one (1) vacation lieu day off for each day on which they have so worked.

17.03 Illness During Vacation

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

Serious illness is defined as an illness which requires the employee to receive on-going medical care and/or treatments resulting in either hospitalization or which would confine the employee to their residence or to bed rest for more than three (3) days.

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

17.04 Bereavement During Vacation

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

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

ARTICLE 18 - HEALTH & WELFARE

18.01 Insured Benefits

The Hospital agrees, during the term of the Collective Agreement, to contribute towards the premium coverage of participating eligible employees in the active employ of the Hospital under the insurance plans set out below subject to their respective terms and conditions including any enrolment requirements (the benefits of such a plan for dependent children shall continue to the age of 21, or 25 with proof of full-time enrollment in college or university):

- (a) The Hospital agrees to pay 100% of the billed premium towards coverage of eligible employees in the active employ of the Hospital under the Blue Cross Semi-Private Plan in effect as of September 28, 1993 or comparable coverage with another carrier.
- (b) The Hospital agrees to contribute 75% of the billed premium towards coverage of eligible employees in the active employ of the Hospital under the existing Blue Cross Extended Health Care Benefits Plan in effect as of September 28, 1993 (as amended below) or comparable coverage with another carrier providing for \$22.50 (single) and \$35.00 (family) deductible, providing the balance of monthly premiums is paid by the employee through payroll deductions.

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

Subject to superior conditions:

Effective October 24, 2024, the annual maximum for the services of a chiropractor will be increased to four hundred and fifty dollars (\$450).

Effective October 24, 2024, the annual maximum for the services of a licensed or registered physiotherapist will be increased to four hundred and fifty dollars (\$450).

Effective October 24, 2024, the annual maximum for the services of a registered massage therapist will be covered up to an annual maximum of four hundred and fifty dollars (\$450).

Effective September 27, 2023, vision care maximum four hundred and fifty dollars (\$450) every twenty-four (24) months in addition to eye examinations biennially, and hearing aide acquisition every thirty-six (36) months. Vision care coverage can be used for laser eye surgery.

Effective September 27, 2023, subject to superior conditions, mental health services by a Psychologist, Registered Psychotherapist or Social Worker (MSW) will be covered up to a maximum of \$800 annually.

Effective October 24, 2024, introduction of an annual \$100 Health Care Spending Account to all active employees.

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

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

Dental recall, including preventative services, every nine (9) months.

The Hospital agrees to contribute 75% of the billed premiums towards coverage of Blue Cross rider #2 (or equivalent) [complete and partial dentures] at 50/50 co-insurance to \$1000 annual maximum and Blue Cross rider #4 (or equivalent) [implants, crowns, bridgework, and repairs to same] at 50/50 co-insurance to two thousand dollars (\$2000) annual maximum, effective October 24, 2024, providing the balance of the monthly premiums are paid by the employee through payroll deduction.

Orthodontics at 50/50 co-insurance of two thousand dollars (\$2000) lifetime maximum, effective October 24, 2024.

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

- (d) The Hospital will provide equivalent coverage to all employees who retire early

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

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

The Board notes that, in the unique circumstances addressed in this case, the award does not prejudice the parties with respect to any positions they have taken in this proceeding and is of no precedent value.

- (f) Effective October 24, 2024, subject to superior conditions, semi-private hospital insurance, extended health care benefits, dental benefits and accidental death and dismemberment benefits will be extended to active full-time employees from the age of sixty-five (65), and up to the employee's eightieth (80th) birthday, on the same cost share basis as applies to those employees under the age of sixty-five (65).

18.02 Change of Carrier

It is understood that the Hospital may at any time substitute another carrier for any plan (other than OHIP) provided that no benefit conferred thereby is decreased. The Hospital shall notify the Union sixty (60) days in advance of making such a substitution to explain the proposed change and to ascertain the views of the employees. Upon a request by the Union, the Hospital shall provide to the Union, full specifications of the benefit programs contracted for and in effect for employees covered herein. The Hospital will provide the Union with the full details of any changes made by an existing carrier to the current plan provisions.

18.03 Pension

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

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

19.02 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 actions(s) including but not limited to, providing readily accessible personal protective equipment that reduces risk and protects employees.
- (c) Hospitals will ensure adequate stocks of the N95 respirator or equivalent or better (or such other personal protective equipment as the parties may in writing agree) to be made available to bargaining unit members at short notice in the event that there are reasonable indications of the emergence of a pandemic, epidemic or outbreak of an infectious disease in the community served by the Hospital.
- (d) A worker who is required by the Hospital to wear or use any protective clothing, equipment or device shall be instructed and trained in its care, use and limitations

before wearing or using it for the first time and at regular intervals thereafter and the 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 employer will meet with the joint health and safety committee to consult on how to implement protections for health care workers.
- (h) Employees who are absent from work due to illness shall receive sick pay in accordance with Article 13 (or in the case of part-time employees, percentage in lieu). Employees who are absent from work due to a communicable disease and who are required to quarantine or isolate due to (i) the employer's policy, and/or (ii) operation of law and/or (iii) direction of public health officials, shall be entitled to salary continuance and seniority accumulation for the duration of the quarantine.

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

19.03 Violence

The Hospital and the Union agree that they have a shared goal of a workplace free of violence.

"Workplace violence" means,

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

physical injury to the worker.

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.

ARTICLE 20 - COMPENSATION

20.01 (a) Job Classification

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

When the Hospital makes a substantial change in the job content of an existing classification which in reality causes such classification to become a new classification, the Hospital agrees to meet with the Union if requested to permit the Union to make representation with respect to the appropriate rate of pay. If the matter is not resolved following the meeting with the Union the matter may be referred to Arbitration as provided in the agreement within fifteen (15) days of such meeting. The decision of the Board of Arbitration (or Arbitrator as the case may be) shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classifications.

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

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

20.01 (b) Job Descriptions

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

20.02 Assignment of Duties from Another Classification

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

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

and may extend for up to six (6) months.

20.03 Promotion to a Higher Classification

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

20.04 Wages and Classification Premiums

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

20.05 Retroactivity

- (a) Any retroactivity owing will be paid within three (3) pay periods of the date of ratification.
- (b) Retroactive pay will be paid on a separate cheque if the existing payroll systems allow. If the payroll system does not allow for such separate cheques, the Hospital(s) will supply the employee with a detailed explanation of the retroactive pay calculations. Retroactivity will be paid in respect of all remuneration and premiums - shift premium, weekend premium, overtime etc. - to all eligible employees on the payroll as of September 29, 2021 and to all new employees hired since that date.

In the event that an eligible employee has ceased employment or had their employment terminated since September 29, 2021, the Hospital shall advise the employee in writing by registered letter to the last known address on file and the employee shall have sixty (60) days from the date of the posting to claim any payment due to them.

20.06 Wage Increase

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

ARTICLE 21 - FISCAL ADVISORY COMMITTEE

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

- (a) The Union's representative(s) will be included in the consultation and planning process from the early phases of the budget planning process, through representation on the Fiscal Advisory Committee or equivalent committee, to its final stages of completion, to assist the Hospital in minimizing layoffs or job loss, and in developing labour adjustment strategies where necessary, and in otherwise minimizing adverse effects on CUPE-represented employees through program or service restructuring.

- (b) Where the Hospital experiences unforeseen circumstances such that will necessitate changes to its budgetary plans which have been approved by the Ministry of Health, or the Local Health Integration Network, the Hospital agrees that revisions to the budget will be carried out in consultation with the Union.
- (c) In furtherance of the foregoing, and, where possible, in advance of any scheduled FAC or equivalent committee meeting, the Hospital agrees to provide to the Union in a timely way any financial and staffing information pertinent to the operating plan, 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 - APPRENTICESHIP COMMITTEE

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

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

ARTICLE 23 - DURATION

23.01 Term

This agreement shall be binding and continue 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 with ninety (90) days prior to the terminate date of September 28, 2025. Upon receipt of such notice by one party or the other, both parties will meet thereafter for the purpose of bargaining.

23.02 Central Bargaining

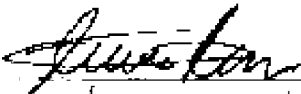
Notwithstanding the foregoing provisions, in the event the parties to this Agreement agree to negotiate for its renewal through the process of central bargaining, either party to this Agreement may give notice to the other party of its desire to bargain for amendments on local matters proposed for incorporation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

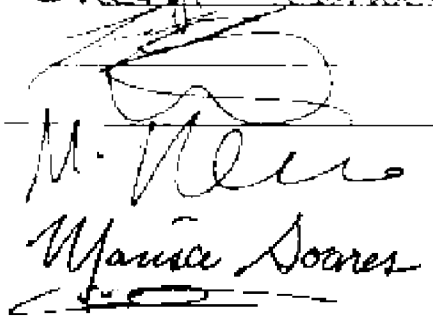
It is understood and agreed that "local matters" means, those matters, which have been determined by mutual agreement between the central negotiating committees respectively representing each of the parties to this Agreement as being subjects for

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

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

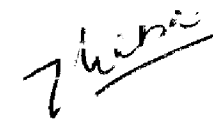
FOR THE UNION

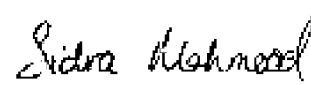


Cheryl Yeaswood


M. Soares
Maurice Soares

FOR THE HOSPITAL



Amir Madhi


Sidra Khattak

APPENDIX A: NON-RPN WORKLOAD COMPLAINT FORM

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

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

SECTION 1: GENERAL INFORMATION

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

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

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

SECTION 2: WORKING CONDITIONS

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

Type of Work Being Performed (please describe)

Number of Staff on Duty _____ Usual Number of Staff on Duty _____

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

SECTION 3: DETAILS OF OCCURENCE

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

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

SECTION 4: REMEDY

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

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

c) Was it resolved Yes No

Provide details of how it was or was not resolved:

SECTION 5: RECOMMENDATIONS

To correct this problem, I/we recommend:

SECTION 6: EMPLOYEE SIGNATURE(S)

Signature: _____	Date: _____
Phone #: _____	Email: _____
Signature: _____	Date: _____
Phone #: _____	Email: _____
Signature: _____	Date: _____
Phone #: _____	Email: _____
Signature: _____	Date: _____
Phone #: _____	Email: _____

SECTION 7: MANAGEMENT COMMENTS

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

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. Sick Leave Administrative Provisions
- F. Scheduling
- G. Overtime
- H. Holidays
- I. Vacation
- J. Bulletin Boards
- K. Communication
- L. Uniforms
- M. General Provisions
- N. Pay Day- Direct Deposit
- O. Overtime Meal Allowance
- P. Retroactivity
- Q. Executive Board Leave
- R. Union Representative and Committees
- S. Access to Files
- T. Job Posting
- U. Sick Leave, Injury & Disability
- V. Transfer to Lower Paying Classification
- W. Wages and Classification Premium
- X. Parking
- Y. Union Social Fund
- Z. Health & Safety

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, than 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

- (01) 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.
- (02) 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.
- (03) The Hospital will not exercise its rights in a manner inconsistent with any of the provisions of this Agreement.

B. RECOGNITION

- (01) 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.
- (02) 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

- (01) All employees covered under the terms of this Collective Agreement will have the required union dues deducted from their pay commencing the first pay of the month following employment.
- (02) The Union will save the Hospital harmless from any and all claims, which may be made by employees for amounts, deducted from pay as herein provided.
- (03) 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.

D. SENIORITY

- (01) A seniority list 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.
- (02) Subject to the provisions of Articles 9.05 and 9.06 errors or omissions in a list posted in accordance with D.01 shall be corrective on application of the union of the employees concerned, provided:
- 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, People & Culture within fifteen (15) days of the posting date except as provided for under D.03.
- (03) If no written protest is received by the Records Department, People & Culture 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.
- (04) 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.
- (05) 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.
- (06) 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.
- (07) The parties may by mutual consent correct administrative errors.

E. SICK LEAVE ADMINISTRATIVE PROVISIONS

- (01) An employee who is absent due to verified personal illness will be paid a regular day's pay for each such day of absence provided they has accumulated sick days to their credit. Employees working less than 37 ½ hours but more than 24 hours per week are entitled to accumulate sick leave on a pro-rated basis.
- (02) An employee who abuses the sick leave privileges shall be subject to

disciplinary action by the Hospital up to and including discharge. A sick leave certificate will only be requested given the circumstances under which it is reasonable to do so.

Medical Certificates

Pay for absence because of illness will only be made when an employee requesting such pay provides authentic medical certification if such certification is requested by the Hospital, which shall normally be after three (3) days' consecutive illness or for illness on a paid holiday.

F. SCHEDULING (See also Article 14)

- (01) The number of days worked each week for an employee will normally be five (5). However, due to scheduling of shifts, employees may be required to work on the sixth day of the work week. Where work is required on the sixth (6th) day, the normal accumulated hours in the two (2) weeks will continue to be seventy-five (75). The seventy-five (75) hour work schedule period shall be the same as the pay period.
- (02) A regular shift shall comprise seven and one-half (7-1/2) working hours (exclusive of meal times) and average seventy-five (75) 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.
- (03) The days of work for any employee, the starting and quitting times each day, the time and duration 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 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, employees will be given two (2) consecutive days off each week.

Where less than twenty-four (24) hours' notice is given personally to the employee, time and one-half (1 ½) 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.
- (04) There shall not be any split shifts.
- (05) Advance request for special days off shall be submitted in writing to the Supervisor 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.
- (06) (a) A full-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.

- (b) Expect as noted in G.(02), 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.
- (07) Where it is practicable for the Hospital to do so, employees will be granted one (1) week-end off in each three week-ends. In departments where the standard practice is better that practice shall prevail for the term of the agreement.
- (08) When an employee is required to change shifts, fifteen and one-half (15 ½) hours shall be allowed between shifts. If, however, an employee is required to report on a second shift less than fifteen and one-half (15 ½) hours after finishing the first shift, the employee shall be paid overtime rates for the period worked before the fifteen and one-half (15 ½) hours' time allowed between shift changes has expired.
- (09) Employees will be allowed two (2) consecutive days off on changing from a night shift schedule to another shift schedule.
- (10) Notice of Absence or Lateness
- An employee shall make every reasonable effort to provide their Supervisor or designate with at least one (1) hours' notice of an expected lateness of absence from work on a day shift and evening shift and at least three (3) hours' notice of expected lateness or absence from work on a night shift. A reason for the lateness must be provided at the time of notice as well as an estimated time of arrival.
- (11) 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.
- (12) 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.
- (13) Time schedules shall be discussed by the Labour/Management Committee. When changes are agreed upon they will be forwarded to the respective Manager or designate for implementation.
- (14) Employees shall not be required to rotate on more than two (2) shifts i.e., evenings, days, nights.
- (15) Wash-up Time
- Employees shall be allowed a ten (10) minute wash-up time immediately prior to the end of each shift of work, except for clerical employees working in the Emergency Department.

(16) Sick Leave

Employees may be allowed to use accumulated frozen sick leave credits in order to engage in personal preventative medical health and dental care. Permission will not be unreasonably withheld provided adequate notice is given in advance. On request, employees will be required to provide proof of attendance for the preventive medical or dental care concerned.

(17) 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.

It is further understood and agreed that if an employee's request for exchange of shifts results in a conflict with the provisions of the Collective Agreement and said request is granted, it shall not be considered a violation of the terms of the Collective Agreement.

Mutual shift exchange requests shall not be unreasonably denied.

- (18) 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

(19) Self-Scheduling

Where the Hospital decides to allow employees to self-schedule, a vote will be conducted by the Union on the unit to determine whether the unit wishes to participate in self-scheduling.

G. OVERTIME (See also Article 15.03)

- (01) Overtime will be paid for time worked on the seven (7) and succeeding consecutive days where an employee has already worked six (6) consecutive days in a two (2) weeks' pay period without overtime having been paid. However, the exchanging of shifts by employees with the prior consent of the Hospital shall not result in overtime payment.

- (02) Overtime shall be distributed as equally as possible amongst those employees who normally perform the work; firstly within the work location concerned, and then within the Department, provided the employee is able to meet the normal requirements of the job. An employee who fails to work the required overtime after being requested or agreeing to do so shall have no claim to equitable distribution of overtime.

- (03) The Hospital will not schedule regular overtime on a consistent basis where

there are employees on lay-off qualified to do the work who can be recalled immediately.

H. HOLIDAYS

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

New Year's Day	Civic Holiday
3 rd Monday in February (Family Day)	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Christmas Day
Victoria Day	Boxing Day
Canada Day	Eleventh Holiday*

* For full-time staff, the eleventh (11th) paid holiday will be the anniversary of employment to be observed at a time mutually agreeable to the employee and the department, but within thirty (30) days prior to or thirty (30) days after the date. This 11th holiday is a premium day in the event that the holiday is once scheduled by the Hospital, but then has to be worked by the employee.

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.

- (02) 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 paid holiday is requested, it may be granted within thirty (30) days preceding or succeeding the paid holiday at a time mutually agreeable to the employee and the department.
- (03) Except in the case of emergency the Hospital will provide each employee with four (4) consecutive days off, and more if possible, at either Christmas or New Year's, except in areas, which normally are not scheduled to work on weekends. To accommodate this, the parties agree to waive scheduling provisions from December 15th to January 15th of each year. The present practice of determining the granting of time off at either Christmas or New Year's will continue in each department, and in the event of conflict, seniority will decide.
- (04) If any of the above mentioned holidays occurs on an employee's day off, the employee will receive an additional day's pay in lieu of the holiday, or the employee shall have the option to take another day in lieu of payment, at a mutually convenient time, within thirty (30) days after the holiday.
- (05) Where a paid holiday, for which an employee is otherwise entitled to be paid, occurs during an employee's vacation, the employee will be given an extra day off with pay or, if the employee wishes, a day's pay will be paid in lieu of the holiday. Where the employee wishes to have the day off rather than pay, the time such day off is taken will be mutually arranged between the employee and the appropriate Manager or designate.

- (06) In order to qualify for pay for a holiday, an employee shall complete their full scheduled shifts on each of the working days immediately preceding and following the holiday concerned unless excused by the Hospital or the employee was absent due to:
- (a) Legitimate illness or accident which commenced within a month of the date of the holiday;
 - (b) Vacation granted by the Hospital;
 - (c) The employees regular scheduled day off;
 - (d) A paid leave of absence provided the employee is not otherwise compensated for the holiday.
 - (e) An employee entitled to holiday pay hereunder shall not receive sick leave pay to which they may otherwise have been entitled unless they were scheduled to work that day. An employee receiving Workers' Safety and Insurance Board benefits for the day of the holiday shall, subject to the above provisions, be entitled to the difference between the amount of the Worker's Safety and Insurance Board benefits and the holiday pay.

(07) Payment for Working on a Holiday

An employee who is required to work on any of the holiday listed in Appendix H will receive pay at the rate of time and one-half (1 1/2) the employee's regular straight- time hourly rate of pay for each hour worked on such holiday subject to Article 16.03 and;

- (a) regular holiday pay for the day, or
 - (b) provided the choice is made prior to the holiday, a mutually agreed alternative working day as a paid holiday may be granted within thirty (30) days of the date of the holiday.
- (08) 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.
- (09) The Hospital agrees to allocate, for those employees on a seven (7) day rotation, all paid holidays or working holidays on an equitable basis whereby full-time employees would be either scheduled to work or have a scheduled day off equally, averaged over three years.

(10) Leaves for Religious Observance

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.

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

- i 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.
- ii The Manager/Supervisor will make every effort to allow the employee to be absent from work without suffering loss of income.
- iii 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 covers all permanent full-time and part-time employees.

I. VACATION (See Also Article 17)

- (01) Where it is practicable to do so, vacation will be granted according to Hospital site seniority on a departmental basis. Requests shall not be unreasonably denied.
- (02) Vacations shall not be cumulative from one year to another. However, accumulation, on request by the employee, of a maximum of two (2) weeks vacation credit for up to one year forward is permitted except to the extent the Hospital can demonstrate that scheduling such extended vacations is not administratively feasible.

Note: If an employee has two (2) weeks of vacation carryover into the next year and the employee has a vacation entitlement of four (4) weeks, the employee must take a total of six (6) weeks of the next year.
- (03) Subject to the approval of their Manager or designate, an employee may use vacation credits in units of no less than one (1) day, as it accumulates during the vacation year.
- (04) The Hospital will make every effort to accommodate the wishes of employees with respect to vacation dates giving preference to seniority subject to the responsibility of the Hospital to operate the institution in an efficient manner.

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 post a vacation schedule using the current practice in each department, in accordance with (a) by November 30th of each year.
- (c) The balance, if any of the employees vacation allotment will be considered on a "first come, first served" basis.

Provided vacations of five (5) days or more are scheduled and agreed upon between the employee and their Supervisor four (4) weeks in advance, vacation pay shall be paid to all employees on request, in advance of their vacation.

- (05) The Hospital will continue its practice of crediting vacation accrual for full-time bargaining unit members in January of each year, based on service completed by the following December.

J. BULLETIN BOARDS

- (01) The Hospital shall provide four (4) bulletin boards at the following locations:
 - (a) 5th floor main pavilion
 - (b) Adjacent to Atrium -1st Floor
 - (c) Housekeeping Area/South East Basement
 - (d) Adjacent to MDRD - Basement

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.

K. COMMUNICATION

- (01) 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.
- (02) Within one (1) month of ratification, UHN will provide CUPE a list specifying appropriate People & Culture personnel to provide copies of specific grievances to. This list will be updated as required.

L. WARDROBE ALLOWANCE

- (01) Where uniforms are not currently provided, the Hospital will compensate each employee seventy-five (\$75.00) annually to be paid out on the first pay cheque of each year.

M. GENERAL PROVISIONS

- (01) The Hospital will pay fifty per cent (50%) of the cost of printing booklet copies of this Agreement.

(02) Any complaints or grievances raised by employees against decisions made by a third party in connection with the Ontario Health Insurance Plan, Extended Health Care, Group Life Insurance, Pension Plan and Dental Plan shall not be the responsibility of the Hospital.

(03) (a) It is the employee's responsibility to notify the People & Culture 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.

(04) Any complaints or grievances raised by employees/Union against decisions made by a third party in connection with the Ontario Health Insurance Plan, Extended Health Care, Group Life Insurance, Pension Plan and Dental Plan is grievable.

(05) Benefits Age 65 and Older

Semi-private hospital insurance, extended health care benefits, dental benefits under Article 18.01 (f), will be extended to active full-time employees from the age of sixty-five (65), and up to the employee's eightieth (80th) birthday, on the same cost share basis as applies to those employees under the age of sixty-five (65).

The short-term sick leave plan provided in Article 13.01 shall be applicable to active full-time employees from the age of sixty-five (65), and up to the employee's eightieth (80th) birthday.

(06) 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.

(07) Education

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 training that would assist the employee in discharging their work duties, management will give consideration to providing such training.

N. PAY DAY - DIRECT DEPOSIT

- (01) 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.
- (02) 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.
- (03) The Hospital also agrees to provide employees on night shift on the normal payday their electronic pay statements on the morning of the payday.
- (04) Employees may upon giving three (3) weeks' notice (21 calendar days), except in the cases of emergency, receive a vacation advance prior to taking their vacation.
- (05) 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.

O. OVERTIME MEAL ALLOWANCE

- (01) 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 often dollars (\$10.00) or ten dollars (\$10.00) if the Hospital is unable to provide the meal.

P. EXECUTIVE BOARD LEAVE

- (01) 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.

(02) 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 notices 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 department or area 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 seventy (70) 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.

Q. UNION REPRESENTATION AND COMMITTEES

(01) Grievance Committee

The Union has the right to appoint or otherwise select a grievance committee of three (3) employees.

(02) 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.

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

(03) 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.

(04) 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.

(05) 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.

(06) Local Bargaining Committee

The Hospital agrees to recognize a negotiating committee comprised of not more than six (6) hospital employee representatives of the Union for the purpose of negotiating a renewal collective agreement covering full-time and part-time service workers.

(07) 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.

(08) 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.

(09) Local President

The Hospital will pay full salary to the Local President for three (3) days per week it being understood and agreed that the Local President will conduct all regular union business with the Hospital during those three (3) days. Regular union business excludes such things as arbitration, union conventions, and labour board.

This does preclude the Local President from taking Union Leave of absence on any other day. The Vice-Presidents and the Chief Stewards from the Toronto General Hospital and the Toronto Western Hospital will be provided with one (1) Hospital paid union leave day per week (4 days in total) to conduct union business.

(10) On Leave and Applicable Payments

Where a CUPE representative is requested by management to attend a meeting, to deal with employee or union-management business, and the meeting takes place before or after the applicable employees' 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.

If the CUPE representative is called into the workplace to attend meetings on their

regularly scheduled day off including vacation, one of the following scenarios will apply.

- i. 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
- ii. The employee will be allowed to take a day off with pay, at a date that is agreed to by both parties, if the employee has been involved in an all day meeting.

R. ACCESS TO FILES

- (01) No document shall be used against an employee where it has not been brought to their attention in a timely manner.
- (02) 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 and has been on file for 12 months, they may request that such documentation be removed. Such request shall not be unreasonably denied.
 - (i) The Hospital will provide the Union copies of all correspondence to employees concerning attendance, expectation letter and/or letter that can lead to discipline. This information will be provided electronically via email.
- (03) 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.
- (04) When, during disciplinary proceedings, an employee's record is being used against them, at their request the employee will be shown the said record and they may, if they wish, be accompanied by their Steward.
- (05) Discipline given to employees which indicates that discharge will follow if there is no improvement, will be in writing, with a copy sent to the Union.
- (06) An employee will receive a copy of the record placed in their personnel file, of any disciplinary action taken against them.
- (07) Each employee shall have within two (2) next business days, reasonable access to their medical file for the purpose of reviewing such file in the presence of the Director of Health Services or designate. An employee may request and receive a copy of specific medical information contained in this file.

S. JOB POSTING (Note: See also Article 9.05)

- (01) The terms hereof shall not preclude the Hospital from hiring outside employees where special skills are required or if there are no suitable applicants for any posted job, nor shall such terms preclude the Hospital from filling any job on a temporary basis while the posting procedures are being carried out. If no applications from employees of this bargaining unit are received, then, as per T.02, consideration will be given to other C.U.P.E. bargaining unit employees

of the Hospital who apply before hiring outside applicants.

(02) 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:

1. First, consideration will be given to applicants belonging to the same CUPE bargaining unit as that of the posted position (Toronto Western Hospital - FT Clerical). Such applicants will be considered in order of seniority.
2. Second, consideration will be given to CUPE Local 5001 applicants belonging to the same bargaining unit site, in order of seniority (Toronto Western -Part-time/Casual Clerical).
3. Third consideration will be given to CUPE Local 5001 applicants belonging to the same bargaining unit site, in order of seniority (Toronto Western – FT/PT/Casual – Service).
4. Fourth consideration will be given to the other CUPE Local 5001 bargaining unit sites (Toronto General) in order of seniority, regardless of the bargaining units to which they belong (Full-time; Part-time/Casual).
5. Fifth consideration will be given to applicants belonging to other CUPE bargaining unit with the University Health Network, prior to considering persons who are not members of CUPE bargaining units with the University Health Network. It is understood that a successful candidate shall remain in the same position for a duration of six (6) months prior to being considered for any postings, regardless if it is a promotion or status change opportunity.

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:

1725 part-time hours will equal 1 year of full-time seniority.

- (03) 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.
- (04) 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.

(05) 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:

- i. when part timers are not available;
- ii. where specialized skills are needed;
- iii. a shortage of labour in skilled;
- iv. licensed positions within the bargaining unit;
- v. where a temporary position is expected to exceed 6 months

(06) 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 15 day period.

(07) 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.

(08) 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.

(09) 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 (eg. wing, floor, etc.) on the job posting.

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

(10) 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 declines the position before the start date or leaves/ 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.
- (11) 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.
- (12) Should a job posting be cancelled and required to be re-posted, the Hospital agrees to provide to the Union, the reasons for such cancellation.

T. GUIDELINES FOR USE OF PART-TIME AND TEMPORARY EMPLOYEES

- (01) The parties agree that during the school vacation period or during periods of short staffing the Hospital is free to increase the number of hours worked by the above-mentioned employees to that worked by full-time employees (i.e. seventy-five (75) or more hours in a two (2) week pay period). This does not represent a guarantee of daily or weekly hours. Part-time employees will be given first consideration prior to any temporary employee.
- (02) The Hospital retains the right to hire students during the school vacation periods to fill vacancies created when regular full-time employees are on vacation and that the employment is of a temporary nature and will likely end when the school vacation period is over.
- (03) The transfer of these students to part-time status (i.e. working up to twenty-four (24) hours per week) is subject to the job posting provision of the part-time Collective Agreement.
- (04) Whenever a temporary vacancy that is not required to be posted is created in the full-time unit (i.e. to replace an employee who will be on approved leave of absence (including vacation) due to WSIB, disability, sick leave, long-term disability, or to perform a special non- recurring task) and also in situations where a vacancy is being held for redeployment, preference shall be given to members of the part-time bargaining unit over temporary employees who are not members of the part-time bargaining unit on the basis of seniority provided that they are able to meet the normal requirements of the job. These employees will remain in the part-time bargaining unit while on the temporary assignment and retain all rights under the part-time collective agreement.
- (05) The Hospital will endeavor to share the hours (created by the vacancy in V.(04) above) on an equal basis wherever possible subject to operational requirements.

Notwithstanding the above, the parties agree that the Hospital may assign employees to temporary vacancies in Housekeeping that are due to vacation during the summer vacation season for the duration of the required vacation coverage, as determined by the Hospital.

- (06) Subject to V. (04) the Hospital may hire individuals from outside the Hospital to fill temporary vacancies.
- (07) The Hospital will provide the Union on a monthly basis the following information with regard to part-time and temporary employees:
- (i) Name and status of employee;
 - (ii) Date assignment began;
 - (iii) Classification and department;
 - (iv) Estimated duration of assignment where known;
 - (v) Where applicable, name of employee being replaced; and
 - (vi) Where a special non-recurring task, the nature of the assignment
- (08) Where a temporary job (as defined by article 2.01 of the full-time collective agreement) has ended and instead a full-time position created, it will be posted pursuant to Article 9.05.
- (09) In circumstances other than as outlined in (01) to (04) above, where part-time employees are employed in excess of 24 hours per week for four weeks in any seven week period, the position will be posted as per Article 9.05 of the full-time Collective Agreement. If the part-time employee is not the successful candidate for the full-time position, the employee will remain in the part-time bargaining unit, subject to the terms and conditions of the part-time Collective Agreement.
- (10) A person employed for a temporary term pursuant to Article 2.01 who is not a member of the part-time unit will be terminated at the end of the specific assignment for which they were hired.
- (11) A person employed for a temporary term (to a maximum of twelve months) pursuant to Article 2.01 whose term comes to an end will not be temporarily re-employed in the same "special non-recurring task" or to replace the same absent employee without mutual agreement by the Hospital and the Union.
- (12) The Hospital will provide the union, on a quarterly basis, a list of part-time employees, who exceed the twenty-four (24) hours cap, with their hours worked for each two-week pay period in the quarter.
- (13) Where the situation of any such temporary employee is in contravention of the Collective Agreement, the employee will be terminated, or if a part-time employee, returned to part-time employment unless the parties otherwise agree.

U. SICK LEAVE, INJURY & DISABILITY

- (01) 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.
- (02) Employee to Be Notified (WSIB - Form 7)

The Hospital shall provide a copy of the Workplace Safety Insurance 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 to two (2) days of the injury occurring and prior to filing it with Worker's Safety and Insurance Board.

(03) Return to Work From WSIB

- i. 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.
- ii. 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.
- iii. 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.
- iv. The Hospital, WSIB and the Union representative will periodically review the progress and status of employees referenced under (b) & (c) above.

(04) Sick Leave

For employees whose regular hours of work are other than the standard workday, the short-term sick leave plan will provide payment for the number of hours of absence according to the scheduled shift to a total of 562.5 hours. All other provisions of the plan shall apply as before.

Absences due to pregnancy related illness shall be considered as sick leave under the sick leave plan.

(05) Modified Work and Return To Work

i. 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.

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.

ii. Joint Accommodation Committee (JAC)

- (i) Composed of equal numbers of Union and Hospital representatives and will function under the existing terms of reference. The JAC will meet on a monthly basis.
- (ii) Develop and recommend ongoing improvements to strategies to develop bona fide job opportunities as secondments and integrate accommodated workers back into the workplace. The parties will sign a Memorandum of Agreement, outlining the terms of employment, prior to the start of the secondment.
- (iii) The Hospital will provide an updated listing of information to the JAC before each meeting, for all employees within the bargaining unit, including:

Monthly:

- currently on temporary modified work
- who were accommodated into permanent positions in the previous month
- currently requiring either temporary/permanent placement
- currently off work, pending return to work

Quarterly:

- absent from work in respect of WSIB benefits
 - absent from work in receipt of LTD
 - who have been absent from work for more than 23 months, excluding those identified above
- (iv) 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 JAC consisting of no more than six (6) members from each side, will facilitate any long term and complex accommodation of disabled employees.

iii. Permanent Modified Work

- (i) An employee requiring permanent modified work will provide the Health Services with medical verification of accommodation requirements including any restrictions.
- (ii) In the case the employee is absent from work, the employee will provide Health Services with an Attending Physician Statement (APS) indicating their ability to return to work, including accommodation requirements and restrictions.
- (iii) The employee will meet with the departmental manager, union representative and the Disability Cases Coordinator (DCC) 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.

iv. Permanent Re-employment Process

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

The Disability Case Coordinator will examine all vacancies as noted in (c)(iii) above

- All vacancies will be reviewed to identify any positions that may be suitable and resumes forwarded for consideration.
- All applications of the disabled employee will be given priority over other applications.
- 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.

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

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

- (iv) 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.

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

- The employee is permanently accommodated in another position or arrangement.
- The medical evidence establishes that there is no reasonable prospect of a return to their original position in the foreseeable future.
- The employee is in receipt of LTD and it has been medically verified that they are permanently disabled from their original position.
- 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.

- (vi) 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.

v. Temporary Modified Work

- (i) An employee will provide Health Services with medical verification of accommodation requirements, restrictions and expected duration.

If the accommodation is short term and the manager can accommodate, the Return to Work union representative 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 will be scheduled as soon as reasonably possible and dependent on the availability of all parties. In attempts to expedite the process, the modified plan will be emailed to all parties and a meeting must occur within two (2) days of the Return to Work plan.

Complex Accommodation

- (i) If the accommodation is short term, complex or when an accommodation may be necessary outside the department, a return to work meeting will be held with the manager, employee, Health Services, People & Culture 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 Health Service's attention for resolution.
- (iv) The Hospital will determine if the temporary accommodation is reasonable considering the following factors:
 - the number of accommodated employees in the department,
 - the operational needs of the department,
 - the safety of employees working in the department
 - fitness to work of the employee and their skill set, and
 - alternative resources.
- (v) In such cases as accommodation is not reasonable, alternate placement will be sought through the Hospital and other employment initiatives utilizing the employment process.
- (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.

V. TRANSFER TO LOWER PAYING CLASSIFICATION

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 his existing rate at the time of such transfer for the duration of the said temporary transfer.

W. WAGES AND CLASSIFICATION PREMIUM

(01) Wages

The Hospital will classify employees and pay hourly wage rates in accordance with Schedule "A". (bi-weekly and monthly rates are approximate)

(02) Classification Premium

An employee appointed by the Hospital as Lead Hand will be paid ten percent (10%) above the highest rated classification of employees the Lead Hand is appointed to direct.

(03) Experience Pay

- i. The Hospital may hire new employees at a rate higher than the starting rate set out herein, where the Hospital considers previous experience warrants a higher starting rate.
- ii. An employee hired by the Hospital with recent and related Hospital experience may claim at the time of hiring consideration for such experience. Any such claim shall be accompanied by verification of previously related Hospital experience. The Hospital shall then evaluate such experience during the probationary period. Experience is relevant, the employee shall be slotted in that step of the wage progression consistent with one (1) years' service for every one (1) year of related experience in the classification. It is understood and agreed that this shall not constitute a violation of the wage schedule in the collective agreement.

(04) Job Classification Change

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

(05) 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.

X. PARKING

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.

Y. UNION SOCIAL FUND

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.

Z. HEALTH & SAFETY

- (01) The Hospital is committed to providing a safe and healthy work environment and takes all reasonable steps to ensure the protection and safety of all employees, by advising them of potential or actual hazards, ensuring employees work in compliance with all statutory and Hospital requirements when reporting safety hazards, and provide training in the appropriate measures and procedures.

The Hospital and Union agree that they have a mutual desire to maintain standards of Health and Safety in the Hospital in order to reduce and prevent accidents, injury, and illness.

Joint Health and Safety Committee:

The Joint Health and Safety Committee (JHSC) will operate in accordance with the Terms of Reference (TOR) for the respective site and in accordance with the Occupational Health and Safety Act. The goal of the JHSC is to ensure a workplace free of hazards by identifying and eliminating or reducing the causes of injuries and illnesses.

There shall be two CUPE Health and Safety representatives who will be trained and act as certified workers as defined under the OHSA. Any costs associated with the training of the certified workers will be paid by the Hospital. Management representatives will be designated in accordance with the JHSC Terms of Reference.

Programs are in place and will be maintained to anticipate, identify, evaluate and control workplace hazards, provide support for Joint Health and Safety Committees and provide the appropriate equipment, tools and training for a safe and healthy workplace.

The Hospital shall post the Terms of Reference (TOR) document on the Hospital's intranet site.

(02) Violence in the Workplace

- (i) The Hospital and Union are committed to work in compliance with the legislation, UHN's practices, policies, procedures and the requirement to recognize issues and report incidents in attempts to reduce violent incidents in the workplace.
- (ii) The Hospital will report all incidents of workplace violence to the Joint Health and Safety Committee and will inform the Union of any incidents of violence accordance with the timelines outlined in the OHSA.

For critical injuries as defined by the Occupational Health and Safety Act, the Hospital will notify the JHSC, Ministry of Labour, Immigration, Training and Skills Development and the Union immediately. The Hospital will submit a written report within forty-eight (48) hours. The Union will be notified immediately for persons who are fatality or critically injured due to workplace violence and will receive notification within four (4) days of those who become disabled from conducting their work due to workplace violence.

(iii) Measures and Procedures To Prevent Violence To Employees

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

(iv) Function of the Joint Health & Safety Committee

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

1. consultation on the development and implementation of policies;
2. consultation on the measures and procedures to prevent violence to staff;
3. receiving and reviewing reports of violent incidents; and
4. consultation on violence training programs.

(v) Training

The Hospital, in accordance with the OHSA, will provide appropriate information and instruction to employees on the contents of the workplace violence and harassment policies and programs. The Hospital agrees to provide adequate time and resources for this training. The Hospital shall pay each employee their wages in accordance with as set out in the collective agreement while they attend such training or any subsequent training.

(vi) Support and Counseling

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

(vii) No Discrimination or Dismissal

The Hospital, in accordance with the OHS Act confirms that employees will be protected from reprisals.

(viii) Disputes

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

(03) Injury Prevention & Training

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.

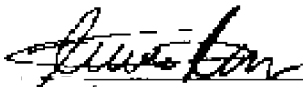
(04) Infectious Disease

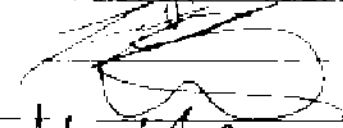
Where employees are exposed to infectious, communicable diseases or environmental diseases at work for which there are available protective medications and protective treatments, such medications and treatments shall be provided at no cost to the employee.


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

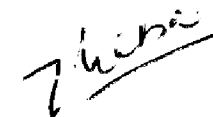
FOR THE UNION

FOR THE HOSPITAL



Cheryl Greenwood


M. Soares
Maurice Soares




Amamadi

Sidra Ashmeed

LETTER OF UNDERSTANDING No. 1

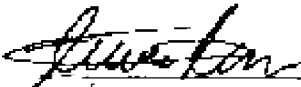
Re: Pension Benefit Payments

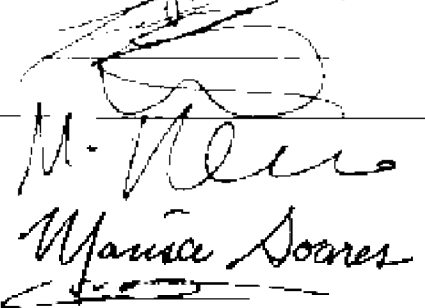
- L1.01 This letter of understanding is only in effect for the duration of this agreement.
- L1.02 When an employee has completed the notice of Retirement form(s) not less than three (3) calendar months prior to the effective date of retirement and pension benefit payments are delayed in excess of one month, the Hospital shall pay interim benefits until the retiree receives payment(s) from HOOPP. The Hospital shall pay interim benefits only if the retiree provides written assurance that they or their estate will reimburse the Hospital immediately upon receipt of pension benefits payments from HOOPP.
- L1.03 Should the Hospital incur costs for the collection of such reimbursement not made within thirty (30) calendar days from the date the retiree or their estate receives pension benefit payments from HOOPP, these costs will be paid by the retiree or their estate.

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


FOR THE UNION

FOR THE HOSPITAL



Cheryl Greenwood


M. Soares
Maurice Soares



Amamadi

Sidra Mahmood

LETTER OF UNDERSTANDING No. 2

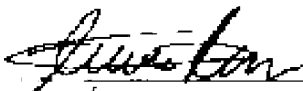
Re: Notice of A Proposed Lay-off Or Elimination of A Position Or Reassignment and Retraining Provisions Outlined In Articles 9.08, 9.11 and 12.08

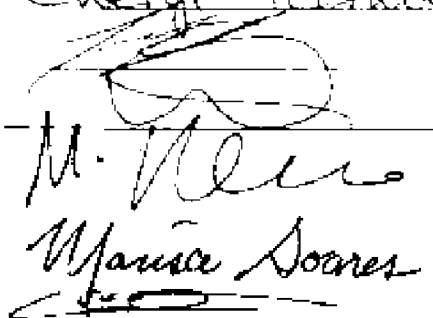
- L2.01 The Hospital agrees to notify the Union (where possible) two (2) weeks prior to issuing notice of declaring a position or positions surplus, but in any event will provide notice no later than the date of issue of such notice(s) so that the redeployment committee can be promptly convened, (to meet within two (2) weeks).
- L2.02 The parties agree that the re-training provisions outlined in Article 9.11 and 12.08 (Central) will be extended to surplus employees re-assigned pursuant to the provisions of Article 9.08(b) (Central).
- L2.03 The Hospital agrees to include in the notification of the "surplus" employee that, "this notice will be assessed by the redeployment committee, which may result in change to, or rescinding of the notice".
- L2.04 The parties agree that the process of reassignment will take precedent over all normal posting procedures.

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

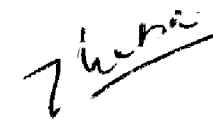
FOR THE UNION

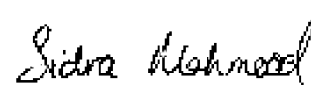
FOR THE HOSPITAL



Cheryl Yeaswood


M. Soares
Maurice Soares



Anamadi


Sidra Akhmed

LETTER OF UNDERSTANDING No. 3

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 his/her 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 (50% 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 \$1,200 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 50% 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 12-month interest-free loan may also be provided to eligible employees to cover approved costs, to a maximum of \$1,000 per year.

Reimbursement of the loan will be through payroll deduction during the 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 \$1,200 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 People & Culture 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, People & Culture 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 People & Culture, Attention: Organization and Employment Development. People & Culture 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 People & Culture written proof of successful completion of course and written proof of payment in order to obtain reimbursement.

Interest-free Loans

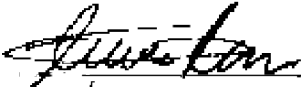
1. The employee must complete Part 1-A and Part 1-B of the Request for Interest- Free Loan section of the Education Assistance Request (form D-3075). The form must be forwarded to the Manager for endorsement/support (part 2 must be completed by the

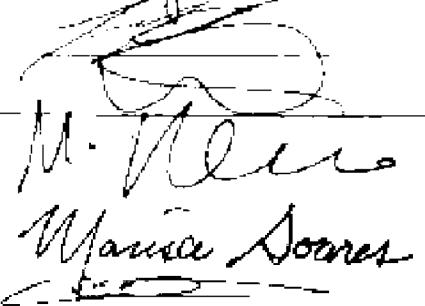
manager). The manager must indicate reasons for supporting the application based on the employee's career development needs and job performance.

2. When both parts are completed the application form must be forwarded to People & Culture Attention: Director, Organization and Employee Development. People & Culture 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.

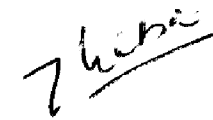
FOR THE UNION




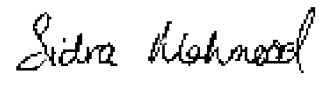
Cheryl Yeaswood


M. Soares
Maurice Soares

FOR THE HOSPITAL



Zahir


Anamadi


Sidra Mahmood

LETTER OF UNDERSTANDING No. 4

Re: HOODIP

L4.01 CUPE and the Participating Hospitals agree to establish a provincial working group consisting of up to three representatives each, to investigate sick leave utilization, discuss changes to HOODIP and individual Hospital participation in the Plan.

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


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


The working group will arrange its activities in order to endeavour to arrive at joint recommendations for the central parties by March 31, 2013.

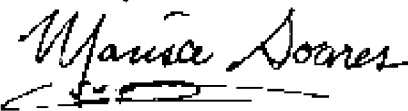
Dated at Toronto, Ontario, this 2nd day of July 2025.


FOR THE UNION


FOR THE HOSPITAL

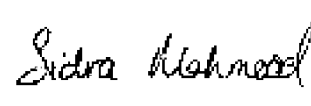


Cheryl MacLeod


M. Almeida
Maurice Soares




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Sidra Mahmood

LETTER OF UNDERSTANDING No. 5

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+).

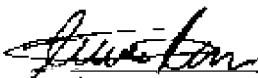
The parties value the contributions of all staff in the hospital and recognize that discriminatory and oppressive acts can negatively impact staff. The parties are committed to making an equitable working environment that is inclusive for all.

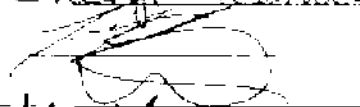
To support this commitment, where a committee or other hospital forum does not already exist, the local parties will endeavour in the first year of the collective agreement to establish a committee or other hospital forum. The local parties will coordinate to integrate at least one (1) representative,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

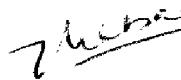
FOR THE UNION



Cheryl Greenwood


M. Almeida
Maurice Soares

FOR THE HOSPITAL



M. Madani

Sidra Akhmed

LETTER OF UNDERSTANDING No. 6

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.

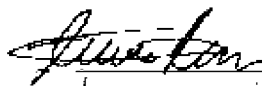
To this end, the parties agree to meet annually to discuss departments/units that would benefit from a review of the optimal composition of full-time, regular part-time, and casual staff. In order to conduct the review, the parties may review the following information for these departments/units:

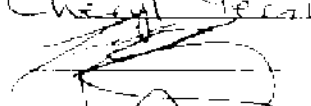
- Overtime hours;
- Hours worked by casual staff;
- Hours worked by regular part-time staff above their commitment as per the local appendix of the collective agreement;
- Recruitment and retention data;
- Job Postings;
- Hours worked by agency staff; and
- Work Schedules.

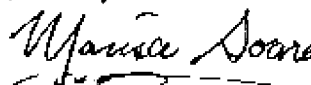
Where appropriate, if there are hours identified above that are consistent and recurring, they may be used to add or create full-time or regular part-time positions.

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


FOR THE UNION





Cheryl Yernwood


M. Allen
Maurice Soares


FOR THE HOSPITAL



Z. Uchro


Amamadi


Sidra Akhmed

LETTER OF INTENT No. 1
Re: Benefits Review Committee:

Memorandum of Agreement Between:

The Participating Hospitals/ OHA

-and-

The Ontario Council of Hospital Unions/ CUPE

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

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

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

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

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

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

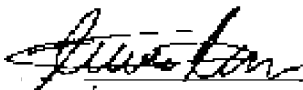
- (1) Within thirty days of the ratification by the Hospitals and the Union of the collective agreement, a provincial Joint Benefits Committee ("the Committee") will be established.
- (2) Both the Hospitals and the Union will nominate three members of the Committee and appoint co-chairs. The Committee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


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

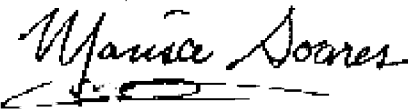
Dated at Toronto, Ontario, this 2nd day of July 2025.

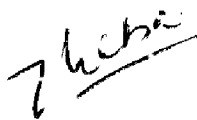
FOR THE UNION

FOR THE HOSPITAL



Cheryl Jesswood


M. Allen
Maurice Soones




Amamadi

Sidra Hishmool

**CUPE LOCAL 5001 - 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			

**CUPE LOCAL 5001 - 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			