

**COMBINED FULL-TIME/PART-TIME**

# **COLLECTIVE AGREEMENT**

**between**

**HONEYWELL BUILDING SOLUTIONS (HBS)  
ST. JOSEPH'S HEALTHCARE HAMILTON  
(hereinafter called the "Company")**

**Honeywell**

**and**

**CUPE LOCAL 786  
(hereinafter called the "Union")**

***CUPE·SCFP***

**Expiry: September 28, 2023**

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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 Company and the employees covered by this Agreement; to provide for ongoing means of communication between the Union and the Company 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 Company to secure the best possible care and health protection for patients.

### **1.02 FEMININE/MASCULINE PRONOUNS**

Wherever the feminine pronoun is used in this Agreement, it includes the masculine pronoun and vice versa where the context so requires.

## **ARTICLE 2 – DEFINITIONS**

### **2.01 TEMPORARY EMPLOYEE**

Employees may be hired for a specific term not to exceed six (6) months, to replace an employee who will be on approved leave of absence, absence due to WSIB disability, sick leave, long term disability or to perform a special non-recurring task. This term may be extended a further six (6) months on agreement of the Union, employee, and Company or by the Company on its own up to twelve (12) months where the leave of the person being replaced extends that far. The period of employment of such persons will not exceed the absentee's leave. The release or discharge of such persons shall not be the subject of a grievance or arbitration.

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

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

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

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

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

A part-time employee in the bargaining unit who makes a commitment to the Company to be available to be scheduled for work by the Company on a regular predetermined basis and in respect of whom such predetermined scheduling occurs. Part-time employees shall not be regularly scheduled for more than twenty-four hours per week.

## **2.04 CASUAL PART-TIME EMPLOYEE**

A part-time employee in the bargaining unit who is employed on a relief or replacement basis and who is available for call-ins as circumstances demand.

## **ARTICLE 3 – RELATIONSHIP**

### **3.01 NO DISCRIMINATION**

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

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

### **3.02 ATTENDANCE MANAGEMENT**

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

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

## **ARTICLE 4 - STRIKES & LOCKOUTS**

The Union agrees there shall be no strikes and the Company 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 Company 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 Company's payroll system.

## **5.02 NOTIFICATION TO UNION**

- a) The Company 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 Company's payroll system.
- b) The Company will provide the Union with the current mailing address, personal email address if available and phone number(s) it has on record of all members of the bargaining unit twice a year in electronic form.

## **5.03 EMPLOYEE INTERVIEW**

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

Such meetings may be arranged collectively or individually for employees by the Company 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 Company 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 Company 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 Company time without the prior approval of the Company, except as specifically provided for in this Agreement. Such approval will not be unreasonably denied.

## **6.02 LABOUR-MANAGEMENT COMMITTEE**

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.

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

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

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.

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.

Where two or more agreements exist between the Company and CUPE the Committee may be a joint one representing employees under both agreements, unless otherwise agreed.

### **6.03 LOCAL BARGAINING COMMITTEE**

The Company agrees to recognize a negotiating committee comprised of Company employee representatives of the Union for the purpose of negotiating a renewal agreement (as set out in the Local Provisions Appendix). The Company 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 Company.

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

### **6.04 CENTRAL BARGAINING COMMITTEE**

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

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

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

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

#### **6.05 UNION STEWARDS**

- a) The Company 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 Company 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 Company and shall not leave their regular duties without first obtaining permission from their immediate supervisor. If, in the performance of his duties, a Union steward is required to enter an area within the Hospital in which he is not originally employed, he shall report his presence to the supervisor in the area immediately upon entering it. Such permission shall not be unreasonably withheld. When resuming his regular duties and responsibilities, such steward shall again report to his immediate supervisor. A Union steward shall suffer no loss of earnings for time spent in performing the above duties during his regular scheduled working hours.
- e) Nothing in this Article shall preclude full-time stewards from representing part-time employees and vice-versa.

#### **6.06 GRIEVANCE COMMITTEE**

The Company will recognize a Grievance Committee composed of the Chief Steward and two (2) Stewards selected by the Union who have completed their probationary period. A general representative of the Union may be present at any meeting of the Committee. The purpose of the Committee is to deal with complaints or grievances as set out in this Collective Agreement.

The Union shall keep the Company 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 Company up to, but not including arbitration.

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

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

### **Step No. 1**

The employee, who may be accompanied by a steward, may submit a written grievance signed by the employee to his/her immediate supervisor or a Company designate. 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 Company may, if they so desire, meet to discuss the grievance at a time and place suitable to both parties. The supervisor or designate will deliver his decision in writing within nine (9) calendar days following the day on which the grievance was presented to him. Failing settlement or response, then:

### **Step No. 2**

Within nine (9) calendar days following the decision in Step No.1, the grievance may be submitted in writing to the Site Leader and Human Resources Representative. A meeting will then be held between the Company and the Grievance Committee within nine (9) calendar days of the submission of the grievance at Step No. 2 unless extended by agreement of the parties. It is understood and agreed that a representative of the Canadian Union of Public Employees and the grievor may be present at the meeting.

It is further understood that the (designate) may have such counsel and assistance as he may desire at such meeting. The decision of the Company 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 Company 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 himself 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 Site Leader or his designee within fourteen (14) calendar days after the circumstances giving rise to the grievance have occurred or ought reasonably to have come to the attention of the employee(s). The grievance shall then be treated as being initiated at Step No. 2 and the applicable provisions of this Article shall then apply with respect to the processing of such grievance.

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

- a) confirming the Company'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 Company deems it necessary to suspend or discharge an employee, the Company shall notify the Union of such suspension or discharge in writing. The Company agrees that it will not suspend, discharge, or otherwise discipline an employee who has completed his probationary period, without just cause.

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

been received within the time limits.

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

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

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

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

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

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

### **8.02 CLEARING OF RECORD**

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

## **ARTICLE 9 – SENIORITY**

### **9.01 PROBATIONARY PERIOD**

A new employee will be considered on probation until he has completed sixty (60) days of work (or 450 hours of work for employees whose regular hours of work are other than the standard workday), within any twelve (12) calendar months. Upon completion of the probationary period, he shall be credited with seniority equal to sixty (60) working days. With the written consent of the Company, the probationary employee and the President of the Local Union or designate, such probationary period may be extended. Any extensions agreed to will be in writing and will specify the length of the extension. The release or discharge of an employee during the probationary period shall not be the subject of a grievance or arbitration unless the probationary employee is released for reasons which are arbitrary, discriminatory, in bad faith, or for exercising a right under this Agreement.

### **9.02 DEFINITION OF SENIORITY**

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

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

Seniority will operate on a bargaining unit wide basis.

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

### **9.03 LOSS OF SENIORITY**

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

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

### **9.04 EFFECT OF ABSENCE**

*((a), (b) and (c) of the following clause are applicable to full-time employees only)*

Unless otherwise provided in the Collective Agreement:

- a) It is understood that during an approved unpaid absence not exceeding thirty (30) continuous days or any approved absence paid by the Company, 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 he/she is participating for the period of absence, except that the Company will continue to pay its share of the premiums up to thirty (30) months while an employee is in receipt of WSIB benefits or L.T.D. benefits. Such payment shall also continue while an employee is on sick leave (including the Employment Insurance Period) to a maximum of thirty (30) months from the time the absence commenced.

Notwithstanding this provision, service shall accrue for a period of fifteen (15) weeks if an employee's absence is due to a disability resulting in WSIB benefits or LTD 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, LTD benefits, or while an employee is on paid or unpaid sick leave (including the Employment Insurance Period).
- d) Part-time employees shall accrue seniority for the duration of the absence, if an employee's absence is due to a disability resulting in WSIB benefits or LTD benefits.

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

## **9.05 JOB POSTING**

- a) Where a permanent vacancy occurs in a classification within the bargaining unit or a new position within the bargaining unit is established by the Company, such vacancy shall be posted for a period of seven (7) consecutive calendar days. Applications for such vacancy shall be made in writing within the seven (7) day period referred to herein.
- b) The postings shall stipulate the qualifications, classifications, rate of pay, department and shift and a copy shall be provided to the Chief Steward.
- c) Vacancies created by the filling of an initial permanent vacancy will be posted for a period of three (3) consecutive calendar days, excluding Saturdays, Sundays, and Holidays. Applications for such vacancies shall be made in writing within the three (3) day period referred to herein.
- d) In matters of promotion and staff transfer appointment shall be made of the senior applicant able to meet the normal requirements of the job. Successful employees need not be considered for other vacancies within a six (6) month period unless an opportunity arises which allows the employee to change his or her permanent status.
- e) The Company agrees that it shall post permanent vacant positions within 30 calendar days of the position becoming vacant, unless the Company provides the Union notice under Article 9.08(A)(a) of its intention to eliminate the position.
- f) The name of the successful applicant will be posted on the bulletin board for a period of seven (7) calendar days.
- g) Where there are no successful applicants from within this bargaining unit for vacant positions referred to in this Article, employees in other CUPE bargaining units at the Hospital will be selected in accordance with the criteria for selection above, prior to considering persons who are not members of CUPE bargaining

units at the Hospital. The employees eligible for consideration shall be limited to those employees who have applied for the position in accordance with this Article, and selection shall be made in accordance with this Article.

- h) The successful applicant shall be allowed a trial period of up to thirty (30) days, during which the Company will determine if the employee can satisfactorily perform the job. Within this period the employee may voluntarily return or be returned by the Company 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 Company to a position outside the bargaining unit without his consent except in the case of temporary assignments not exceeding six (6) months. This period may be extended a further six (6) months upon the agreement of the employee and the Company. 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 Company to a position in the bargaining unit within twenty-four (24) months of the transfer he or she shall be credited with the seniority held at the time of transfer and resume accumulation from the date of his or her return to the bargaining unit. An employee not returned to the bargaining unit within 24 months shall forfeit bargaining unit seniority.
- c) In the event an employee transferred out of the bargaining unit under (a) or (b) above is returned to the bargaining unit within a period of nine (9) calendar months, he shall accumulate seniority during the period of time outside the bargaining unit.

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

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

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

- i) an employee whose status is changed from full-time to part-time shall receive full credit for his seniority and service.

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

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

#### **9.07 (B) PORTABILITY OF SERVICE**

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

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

##### **Seniority Recognition**

Without prejudice to the Union's or Company'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 or Transfer**

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

Without prejudice to the Union's or Company'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 Company with seniority accrued and service intact but not accrued, for the period that the employee was relocated/transferred\* to another employer.

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

## **9.08 (A) NOTICE AND REDEPLOYMENT COMMITTEE**

### **a) Notice**

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

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

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

### **b) A layoff shall not include a reassignment of an employee from her or his classification or area of assignment who would otherwise be entitled to notice of layoff provided:**

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

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

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

d) **Redeployment Committee**

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

i) **Committee Mandate**

The mandate of the Redeployment Committee is to:

1. Identify and propose possible alternatives to the proposed layoff(s) or elimination of position(s), including, but not limited to, identifying work which would otherwise be bargaining unit work and is currently work contracted-out by the Company which could be performed by bargaining-unit employees who are or would otherwise be laid off.
2. Identify vacant positions in the Company 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 Company 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 Company 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 Company at his or her regular or premium rate as may be applicable.

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

iii) **Disclosure**

The Company 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 Company 's Chief Executive Officer and to the Board of Directors.

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

**9.08 (B) RETIREMENT ALLOWANCE**

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

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

**9.08 (C) VOLUNTARY EXIT OPTION**

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

- i) The Company will first make offers in the classifications within department(s) where layoffs would otherwise occur. If more employees than are required are interested, the Company will make its decision based on seniority.
- ii) If insufficient employees in the department affected accept the offer, the Company will then extend the offer to employees in the same classification in other departments. If more employees than are required are interested, the Company will make its decision based on seniority.
- iii) In no case will the Company 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 Company 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 Company's discretion and will be no earlier than thirty (30) calendar days immediately following the employee's written acceptance of the offer.

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

#### **9.09 LAYOFF AND RECALL**

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

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

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

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

- e) In the event that there are no employees with lesser seniority in the same or a lower or identical-paying classification, as defined in this article, a laid off employee shall have the right to displace another employee with lesser seniority in a higher-paying classification provided they are able to meet the normal requirements of the job, with orientation but without additional training.
- f) In addition, in combined full-time/part-time collective agreements, a full-time employee shall also be entitled to displace another full-time employee with lesser seniority in a higher-paying classification provided that they are able to meet the normal requirements of the job, with orientation but without additional training, when there are no other full-time employees in the same or a lower or similar-paying classification with lesser seniority, prior to being required to displace a part-time employee.
- g) An employee who is subject to layoff other than a layoff of a permanent or long-term nature including a full-time employee whose hours of work are, subject to Article 14.01, reduced, shall have the right to accept the layoff or displace another employee in accordance with (a) and (d) above.
- h) No full-time employee within the bargaining unit shall be laid off by reason of his/her duties being assigned to one or more part-time employees.
- i) In the event of a layoff of an employee, the Company shall pay its share of insured benefits premiums for the duration of the five-month notice period provided for in Article 9.08(A)(a).
- j) The Company agrees to post vacancies during the recall period, as per the job posting procedure, allowing employees on recall to participate in the posting procedure. Should the position not be filled via the job posting procedure, an employee shall have opportunity of recall from a layoff to an available opening, in order of seniority, provided he or she has the ability to perform the work.
- k) In determining the ability of an employee to perform the work for the purposes of the paragraphs above, the Company shall not act in an arbitrary or unfair manner.
- l) An employee recalled to work in a different classification from which he or she was laid off shall have the privilege of returning to the position held prior to the layoff should it become vacant within six (6) months of being recalled.
- m) No new employees shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so, in accordance with the loss of seniority provision, or have been found unable to perform the work available.
- n) The Company shall notify the employee of recall opportunity by registered mail, addressed to the last address on record with the Company (which notification shall be deemed to be received on the second day following the date of mailing). The notification shall state the job to which the employee is eligible to be recalled and

the date and time at which the employee shall report for work. The employee is solely responsible for his or her proper address being on record with the Company.

## **9.10 BENEFITS ON LAYOFF**

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

In the event of a lay-off of a full-time employee the Company 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 Company**

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 Company position identified by the Redeployment Committee in accordance with Article 9.08(A)(d)(i):

- i) Opportunities to fill vacant positions identified by the Company 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 Company in its discretion.
- ii) The Company 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 Company, 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 Company will continue to receive insured benefits.

### **b) Placement**

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

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

## **9.12 SEPARATION ALLOWANCES**

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

## **9.13 TECHNOLOGICAL CHANGE**

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

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

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

Employees with one (1) or more years of continuous service who are subject to layoff 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 enhanced 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 the immediate supervisor. In the event that the workload concern is not resolved to the employee's satisfaction, the employee, or group of employees, may submit their concerns in writing (with a copy to their immediate supervisor) to either the Joint Health and

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

## **ARTICLE 10 - CONTRACTING OUT**

### **10.01 CONTRACTING OUT**

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

### **10.02 CONTRACTING OUT**

Notwithstanding the foregoing, the Company may contract out work usually performed by members of the bargaining unit without such contracting-out constituting a breach of this provision if the Company 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 Company; and
2. in doing so to stand, with respect to that work, in the place of the Company for the purposes of the Company'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 Company agrees that it will withdraw the work from any contractor who has failed to meet the aforesaid terms of the contracting-out arrangement.

### **10.03 CONTRACTING IN**

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

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

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

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

### **11.02 VOLUNTEERS**

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

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

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

### **12.01 PERSONAL LEAVE**

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

### **12.02 UNION BUSINESS**

- a) The Company 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 Company. 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 Company, unless not reasonably possible to give such notice.

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

During such leave of absence, the employee's salary and applicable benefits shall be maintained by the Company on the basis of what his normal regular hours of work would have been, provided that the Union reimburses the Company in the amount of such salary and applicable benefits within thirty (30) days of billing. Notwithstanding the above, time spent by the eight (8) Executive Board members and seven (7) Alternate Executive Board members of the Ontario Council of Hospital Unions to fulfill the duties of the position shall be in addition to leave for Union Business under this clause.

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

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

- c) thirty-seven and one-half (37.5) hours per week. The Union will advise the Company of the number of such hours.

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

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

Upon application by the Union, in writing, the Company 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 Company, subject to operational requirements.

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

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

**12.03 (B) FULL-TIME POSITION(S) WITH THE UNION**

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

Upon application by the Union, in writing, the Company 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 Company, subject to operational requirements.

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

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

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

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

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

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

The employee agrees to notify the Company 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 Company may fill the vacancy resulting from such leave on a temporary basis.

### **12.04 BEREAVEMENT LEAVE**

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

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

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

The Company, in its discretion, may extend such leave with or without pay. Where an employee does not qualify under the above-noted conditions, the Company 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 (A) JURY & WITNESS DUTY**

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

If an employee is required to attend jury selection or serve as a juror in any court of law, or is required to attend as a witness in a court proceeding in which the Crown is a party, or is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the employee's duties at the Company, the employee shall not lose regular pay because of such attendance provided that the employee:

- a) notifies the Company immediately on the employee's notification that he will be required to attend at court;
- b) presents proof of service requiring the employee's attendance;
- c) deposits with the Company 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 Company. 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 Company on his regularly scheduled day off, the Company will attempt to reschedule the employee's regular day off. Where the employee's attendance is required during a different shift than he is scheduled to work that day, the Company 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 Company is unable to reschedule the employee and, as a result, he is required to attend during other than his regularly scheduled paid hours, he shall be paid for all hours actually spent at such hearing at his straight time hourly rate subject to (a), (b) and (c) above.

## **12.05 (B) JURY & WITNESS DUTY**

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

If an employee is required to attend jury selection or serve as a juror in any court of law, or is required to attend as a witness in a court proceeding in which the Crown is a party, or is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the employee's duties at the Company, the employee shall not lose regular pay because of such attendance provided that the employee:

- a) notifies the Company immediately on the employee's notification that he will be required to attend at court;
- b) presents proof of service requiring the employee's attendance;
- c) deposits with the Company the full amount of compensation received excluding mileage, travelling and meal allowances and an official receipt thereof.

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

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

## **12.06 (A) PREGNANCY LEAVE**

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

- a) Pregnancy leave will be granted in accordance with the provisions of the *Employment Standards Act*, except where amended in this provision. The service requirement for eligibility for pregnancy leave shall be thirteen (13) weeks of continuous service.
- b) The employee shall give written notification at least two (2) weeks in advance of the date of commencement of such leave and the expected date of return. At such time she shall also furnish the Company with the certificate of a legally qualified medical practitioner stating the expected birth date.
- c) The employee shall reconfirm her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Company at least two (2) weeks in advance thereof.
- d) Effective on confirmation by the Canada Employment Insurance Commission of the appropriateness of the Company'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 her normal weekly earnings and the sum of her weekly unemployment insurance benefits and any other earnings. Receipt by the Company of the

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

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

In addition to the foregoing, the Company will pay the employee ninety-three percent (93%) of her normal weekly earnings during the first two (2) 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 Company 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 she not been on pregnancy leave, the employee shall be reinstated to her former duties, on the same shift in the same department, and at the same rate of pay.

## **12.06 (B) PREGNANCY LEAVE**

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

- a) Pregnancy leave will be granted in accordance with the provisions of the *Employment Standards Act*, except where amended in this provision. The service requirement for eligibility for pregnancy leave shall be thirteen (13) weeks of continuous service.
- b) The employee shall give written notification at least two (2) weeks in advance of the date of commencement of such leave and the expected date of return. At such time she shall also furnish the Company with the certificate of a legally qualified medical practitioner stating the expected birth date.
- c) The employee shall reconfirm her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Company at least two (2) weeks in advance thereof.
- d) Effective on confirmation by the Canada Employment Insurance Commission of the appropriateness of the Company's Supplementary Unemployment Benefit (SUB) Plan, an employee who is on pregnancy leave as provided under this Agreement

who has applied for and is in receipt of Employment Insurance pregnancy benefits pursuant to Section 23 of the *Employment Insurance Act*, shall be paid a supplemental unemployment benefit for a period not exceeding fifteen (15) weeks. The supplement shall be equivalent to the difference between ninety-three percent (93%) of her normal weekly earnings and the sum of her weekly unemployment insurance benefits and any other earnings. Receipt by the Company of the employee's unemployment insurance cheque stubs shall constitute proof that she is in receipt of Employment Insurance pregnancy benefits.

The employee's normal weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours plus any wage increase or salary increment that

she would be entitled to receive if she were not on pregnancy leave.

In addition to the foregoing, the Company will pay the employee ninety-three percent (93%) of her normal weekly earnings during the first one (1) week period of the leave while waiting to receive Employment Insurance benefits. The employee does not have any vested right except to receive payments for the covered unemployment period. The plan provides that payment in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan.

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

## **12.07 (A) PARENTAL LEAVE**

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

- a) Parental leaves will be granted in accordance with the provisions of the *Employment Standards Act*, except where amended in this provision. The service requirement for eligibility for parental leave shall be thirteen (13) weeks of continuous service.
- b) An employee, who qualifies for parental leave, other than an adoptive parent, shall give written notification of at least two (2) weeks in advance of the date of the commencement of such leave and the expected date of return.

- c) For the purposes of this Article, parent shall be defined to include a person with whom a child is placed for adoption and a person who is in a relationship of some permanence with a parent of a child and who intends to treat the child as his or her own.
- d) An employee who is an adoptive parent shall advise the Company as far in advance as possible of having qualified to adopt a child, and shall request the leave of absence, in writing, upon receipt of confirmation of the pending adoption. If, because of late receipt of confirmation of the pending adoption, the employee finds it impossible to request the leave of absence in writing, the request may be made verbally and subsequently verified in writing.

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

- e) Effective on confirmation by the Canada Employment Insurance Commission of the appropriateness of the Company'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 his or her weekly Employment Insurance benefits and any other earnings. Receipt by the Company 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 Employer will be equal to what would have been payable had the employee elected to receive parental leave benefits pursuant to Section 12(3)(b)(i) of the Employment Insurance Act.

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

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

The employee does not have any vested right except to receive payments for the covered unemployment period. The plan provides that payment in respect of guaranteed annual remuneration or in respect of deferred remuneration or

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

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

#### **12.07 (B) PARENTAL LEAVE**

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

- a) Parental leaves will be granted in accordance with the provisions of the *Employment Standards Act*, except where amended in this provision. The service requirement for eligibility for parental leave shall be thirteen (13) weeks of continuous service.
- b) An employee, who qualifies for parental leave, other than an adoptive parent, shall give written notification of at least two (2) weeks in advance of the date of the commencement of such leave and the expected date of return.
- c) For the purposes of this article, parent shall be defined to include a person with whom a child is placed for adoption and a person who is in a relationship of some permanence with a parent of a child and who intends to treat the child as his or her own.
- d) An employee who is an adoptive parent shall advise the Company as far in advance as possible of having qualified to adopt a child, and shall request the leave of absence, in writing, upon receipt of confirmation of the pending adoption. If, because of late receipt of confirmation of the pending adoption, the employee finds it impossible to request the leave of absence in writing, the request may be made verbally and subsequently verified in writing. An employee shall reconfirm his or her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Company at least two (2) weeks in advance thereof.

- e) Effective on confirmation by the Canada Employment Insurance Commission of the appropriateness of the Company's Supplemental Unemployment Benefit (SUB) Plan, an employee who is on parental leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance parental benefits pursuant to Section 23 of the *Employment Insurance Act*, shall be paid a supplemental unemployment benefit for a period not exceeding eleven (11) weeks. That benefit shall be equivalent to the difference between ninety-three percent (93%) of the employee's normal weekly earnings and the sum of his or her weekly employment insurance benefits and any other earnings. Receipt by the Company 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 Employer will be equal to what would have been payable had the employee elected to receive parental leave benefits pursuant to Section 12(3)(b)(i) of the Employment Insurance Act.

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

In addition to the foregoing the Company shall pay the employee ninety-three percent (93%) of his or her normal weekly earnings during the one (1) week period of the leave while waiting to receive Employment Insurance benefits. The employee does not have any vested right except to receive payments for the covered unemployment period. The plan provides that payment in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan.

Credits for service and seniority shall accumulate for a period of up to sixty-one (61) weeks after the parental leave began, if the employee also took pregnancy leave, and sixty-three (63) weeks after the parental leave began otherwise, while the employee is on parental leave on the basis of what the employee's normal regular hours of work would have been.

- f) The Company will continue to pay the percentage in lieu of benefits and its share of the pension contribution for a period of up to eleven (11) weeks while the employee is on parental leave. The Company will register these benefits with the Unemployment Benefit Plan.
- g) Subject to any changes to the employee's status which would have occurred had he or she not been on parental leave, the employee shall be reinstated to her former duties, on the same shift in the same department, and at the same rate of pay.

## **12.08 EDUCATION LEAVE**

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

Subject to operational requirements, the Company 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 Company.

Subject to operational requirements, the Company 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 Company.

The Company or Hospital will endeavor to schedule mandatory in-service programs during an employee's regular working hours. When an employee is on duty and authorized to attend any in-service program within the Company or Hospital and during their regularly scheduled working hours the employee shall suffer no loss of regular pay. When an employee is required by the Company 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 Company or Hospital requires e-learning, it will make reasonable efforts to enable Company e-learning requirements during an employee's regular working hours. Where an employee is unable to complete required Company e-learning during regular working hours and is required to complete Company e-learning outside of their regular working hours, the Company or 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 Company 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 Company 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 Company.
- 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 Company.
- 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 Company 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 Company. 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 Company 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 Company will endeavour to find a temporary replacement for the employee as far in advance as practicable. If the Company is unable to find a suitable replacement, it may postpone the leave. The Company will give the employee as much notice as is reasonably possible. The employee will have the option of remaining in the Plan and rearranging the leave at a mutually agreeable

time or of withdrawing from the Plan and having the deferred salary, plus accrued interest, if any, paid out to the employee within a reasonable period of time.

- l) The employee will be reinstated to his or her former position unless the position has been discontinued, in which case the employee shall be given a comparable job.
- m) Final approval for entry into the pre-paid leave program will be subject to the employee entering into a formal agreement with the Company in order to authorize the Company 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 Company to enter the prepaid leave program will be appended to and form part of the written agreement.

#### **12.10 MEDICAL CARE AND EMERGENCY LEAVE**

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

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

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

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

An employee who wishes to take leave under this section shall advise his or her Company that he or she will be doing so. If the employee must begin the leave before advising the Company, the employee shall advise the Company of the leave as soon as possible after beginning it.

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

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

### **12.11 COMPASSIONATE CARE LEAVE**

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

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

### **13.01 HOODIP**

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

- a) The Company 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 Company 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) Effective the first of the month following the transfer all existing sick leave plans in the affected Hospitals shall be terminated and any provisions relating to such plans shall be null and void under the respective Collective Agreements except as to those provisions relating to pay-out of unused sick leave benefits which are specifically dealt with hereinafter.
- c) Existing sick leave credits for each employee shall be converted to a sick leave bank to the credit of the employee. The "sick leave bank" shall be utilized to:
  - 1) supplement payment for lost straight time wages on sick leave days under the new program which would otherwise be at less than full wages or no wages and,
  - 2) where a pay-out provision existed under the former sick leave plan in the Collective Agreement, pay-out on termination of employment shall be that portion of any unused sick leave days under the former conditions relating to pay-out,
  - 3) where, as of the effective date of transfer, an employee does not have the required service to qualify for pay-out on termination, his existing sick leave credits as of that date shall nevertheless be converted to a sick leave bank in accordance with the foregoing and he shall be entitled, on termination, to that portion of any unused sick leave days providing he subsequently achieves the necessary service to qualify him for pay-out under the conditions relating to such pay-out.
  - 4) an employee who, as of the effective date of transfer, has accumulated sick leave credits and is prevented from working for the Company 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 Company, on application from the employee will 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 Company, will equal 100% of the employee's net earnings, to the limit of the employee's accumulated sick leave credits.
- d) 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.
- e) The Company 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.
- f) Any dispute which may arise concerning an employee's entitlement to any benefits referred to in Article 13.01, including HOODIP and equivalents, may be subject to the grievance and arbitration under the provisions of this collective agreement.

The Union agrees that it will encourage an employee to utilize the Medical Appeals Process provided under the plan, if any, to resolve disputes.

- g) 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.
- h) The Company shall pay the full cost of any medical certificate required of an employee.
- i) 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 Company towards offsetting the cost of the benefit improvements contained in this agreement."

Note: Provisions 13.01 c) 3) and 13.01 c) 4) shall apply for the short and long-term disability plan to those employees in the full-time Collective Agreements who are now on an accumulating sick leave plan. Any Medical/Dental Care provisions currently in the agreement shall be removed.

### **13.02 INJURY PAY**

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

### **13.03 PAYMENT PENDING DETERMINATION OF WSIB CLAIMS (FT)**

An employee who is absent from work as a result of an illness or injury sustained at work and who has been awaiting approval of claim for WSIB benefits for a period longer than one complete shift may apply to the Company for payment equivalent to the lesser of the benefit she would receive from WSIB benefits if her claim was approved, or the benefit to which she 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 Company and a written undertaking satisfactory to the Company that any payments will be refunded to the Company 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 (A) DAILY & WEEKLY HOURS OF WORK – FULL-TIME**

The standard workday for all employees shall be seven and one-half (7 ½) hours exclusive of one half (1/2) hour unpaid meal break, and the standard work week shall be thirty-seven and one half (37 ½) hours. The meal period shall be an uninterrupted period except in cases of emergency.

**14.01 (B) DAILY & WEEKLY HOURS OF WORK – PART-TIME**

The standard workday for all employees shall be seven and one-half (7 ½) hours exclusive of one half (1/2) hour unpaid meal break. The meal period shall be an uninterrupted period except in cases of emergency. Such hours shall be worked in accordance with shift schedules as determined by the Company.

**14.02 (A) REST PERIODS**

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

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

**14.02 (B) REST PERIODS (PT)**

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

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

**14.03 ADDITIONAL REST PERIODS**

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

**14.04 EXTENDED TOURS**

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

**14.05 JOB-SHARING**

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

## **ARTICLE 15 - PREMIUM PAYMENT**

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

The regular straight time rate of pay is that prescribed in wage schedule of the collective agreement.

### **15.02 DEFINITION OF OVERTIME - FULL-TIME**

- a) Any hours worked by an employee in addition to the total number of normal hours (7 ½) per day, or in his/her regular scheduled day off, or in excess of the normal (75) hours in a two-week pay period, shall be paid for at overtime rate.
- b) An employee shall be paid at his/her regular straight time rate of pay according to the hours worked when the time changes from Daylight Savings Time to Eastern Standard Time, and vice-versa.

### **15.02 DEFINITION OF OVERTIME - PART-TIME ONLY**

- a) Any hours worked by an employee in addition to the total number of normal hours (7 ½) per day, or in his/her regular scheduled day off, or in excess of the normal (75) hours in a two-week pay period, shall be paid for at overtime rate.
- b) An employee shall be paid at his/her regular straight time rate of pay according to the hours worked when the time changes from Daylight Savings Time to Eastern Standard Time, and vice-versa.

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

Subject to any superior conditions, the overtime rate shall be time and one-half (1 ½) the employee's straight-time hourly rate.

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

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

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

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

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

### **15.05 REPORTING PAY**

Employees who report for any scheduled shift will be guaranteed at least four (4) hours of work, or if no work is available will be paid at least four (4) hours except when work is not available due to conditions beyond the control of the Company. 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 ½) hours per day will receive a pro-rated amount of reporting pay.

### **15.06 CALL-BACK**

Where employees are called back to work after having completed a regular shift, and prior to the commencement of their next regular shift, they shall receive a minimum of four (4) hours of work, or four (4) hours pay at the rate of time and one-half (1 ½) their regular hourly earnings. Superior provisions shall remain.

Effective June 13, 2023, where employees are called back to work after having completed a regular shift, and prior to the commencement of their next regular shift, they shall receive a minimum of four (4) hours of work or four (4) hours of pay at the rate of two (2) times their regular hourly earnings. Superior provisions shall remain.

### **15.07 STANDBY**

An employee who is required to remain available for duty on standby, outside the normal working hours for that particular employee, shall receive standby pay in the amount of \$3.30 per hour for all hours on standby. Effective September 29, 2016, where such standby duty falls on a paid holiday, as set out in the Appendix of Local Provisions, the employee shall receive standby pay in the amount of \$4.90 per hour. Standby pay shall, however, cease where an employee is called into work under Article 15.06 above and works during the period of standby.

### **15.08 TEMPORARY TRANSFER**

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

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

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

### **15.09 SHIFT AND WEEKEND PREMIUM**

Employees shall be paid a shift premium of one dollar and twenty-six cents (\$1.26) per hour for all hours worked where the majority of their scheduled hours fall between 1500 and 0700 hours.

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.

One dollar and twenty-seven cents (\$1.27) per hour will be paid as weekend premium for all hours worked between 2400 hours Friday and 2400 hours Sunday, or such other 48-hour period as may be agreed upon by the local parties.

Effective June 13, 2023, two dollars and seventy-seven cents (\$2.77) per hour will be paid as weekend premium for all hours worked between 2400 hours Friday and 2400 hours Sunday, or such other 48-hour period as may be agreed upon by the local parties.

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

## **ARTICLE 16 – HOLIDAYS**

### **16.01 NUMBER OF HOLIDAYS**

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

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

Should the Company 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 Company shall be established as the legislated holiday after discussion with the Union, so that the Company's obligation to provide the number of paid holidays as noted above remains unchanged.

### **16.02 DEFINITION OF HOLIDAY PAY AND QUALIFIERS**

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

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

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

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

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

**16.03 (A) PAYMENT FOR WORKING ON A HOLIDAY**

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

If an employee is required to work on any of the holidays set out in the local Appendix the employee shall be paid at the rate of time and one-half (1 ½) her 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.

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.

**16.03 (B) PAYMENT FOR WORKING ON A HOLIDAY**

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

The holidays listed in the part-time local Appendix for the purposes of Article 16.03(b) shall be the same holidays as are listed in the full-time Local Provisions Appendix.

If an employee is required to work on any of the holidays set out in the local Appendix the employee shall be paid at the rate of time and one-half (1 ½) her regular straight time hourly rate of pay for all hours worked on such holiday.

**16.04 PAYMENT FOR WORKING OVERTIME ON A HOLIDAY**

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

## ARTICLE 17 – VACATIONS

### 17.01 (A) FULL-TIME VACATION ENTITLEMENT, QUALIFIERS AND CALCULATION OF PAYMENT

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

Subject to any superior conditions:

<b>An employee who has completed the following number of continuous years of service:</b>	<b>But less than the following number of continuous years of service:</b>	<b>Is entitled to the following number of weeks of annual vacation with pay:</b>
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 time rate of pay times their normal weekly hours of work, subject to the application of Article 9.04, Effect of Absence.

### 17.01 (B) PART-TIME ENTITLEMENT, QUALIFIERS AND CALCULATION OF PAYMENT

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

Subject to any superior conditions:

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

#### **Progression on Vacation Schedule (Part-Time)**

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

## **17.02 WORK DURING VACATION**

Should an employee who has commenced his scheduled vacation and agrees upon request by the Company to return to perform work during the vacation period, the employee shall be paid at the rate of one and one-half (1 ½) times his basic straight time rate for all hours so worked. To replace the originally scheduled days on which such work was performed, the employee will receive one (1) vacation lieu day off for each day on which he has so worked.

## **17.03 ILLNESS DURING VACATION**

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

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

Serious illness is defined as an illness which requires the employee to receive ongoing 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 a bereavement, the employee shall be entitled to bereavement leave in accordance with Article 12.04.

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

# **ARTICLE 18 - HEALTH & WELFARE**

## **18.01 INSURED BENEFITS**

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

The following provision will appear in all collective agreements replacing any provision related to insured benefits that existed in the company's expiring Collective Agreement, (subject to inserting in the following language any percentage contribution by the Hospital which is greater than that contained in the following provision):

The Company agrees, during the term of the Collective Agreement, to contribute towards the premium coverage of participating eligible employees in the active employ of the Company under the insurance plans set out below subject to their respective terms and conditions including any enrolment requirements:

- a) The Company agrees to pay 100% of the billed premium towards coverage of eligible employees in the active employ of the Company under the Blue Cross Semi-Private Plan in effect as of September 28, 1993, or comparable coverage with another carrier.

- b) The Company agrees to contribute 75% of the billed premium towards coverage of eligible employees in the active employ of the Company 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 be 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 services of a chiropractor and of a licensed or registered physiotherapist will be covered up to an annual maximum of \$375 for each service.

Effective June 13, 2023, subject to superior conditions, services of a licensed or registered massage therapist will be covered up to an annual maximum of \$375.

Effective September 29, 2022, 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.

Vision care maximum \$300.00 every 24 months in addition to eye examinations biennially, and hearing aid acquisition every 36 months. Vision care coverage can be used for laser eye surgery.

Effective June 13, 2023, vision care maximum of \$450 every 24 months in addition to eye examination biennially, and hearing aid acquisition every 36 months. Vision care coverage can be used for laser eye surgery.

- c) The Company agrees to contribute 100% of the billed premium towards coverage of eligible employees in the active employ of the Company 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.
- d) The Company agrees to contribute 75% of the billed premiums towards coverage of eligible employees in the active employ of the Company 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 9 months.

The Company also 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) [crowns, bridgework, and repairs to same] at 50/50 co-insurance to

\$1000 annual maximum providing the balance of the monthly premiums are paid by the employee through payroll deduction.

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.

- e) The Company will provide equivalent coverage to all employees who retire early and have not yet reached age 65 and who are in receipt of the Company's pension plan benefits on the same basis as is provided to active employees for semi-private, extended health care and dental benefits. The Company will contribute the same portion towards the billed premiums of these benefits plans as is currently contributed by the Company to the billed premiums of active employees.
- f) A copy of all current master policies of the benefits referred to in this Article shall be provided to the Union.

## **18.02 CHANGE OF CARRIER**

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

It is understood that the Company may at any time substitute another carrier for any plan (other than OHIP) provided the benefits conferred thereby are not in total decreased. The Company 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 Company shall provide to the Union, full specifications of the benefit programs contracted for and in effect for employees covered herein. The Company will provide the Union with the full details of any changes made by an existing carrier to current plan provisions.

## **18.03 PENSION**

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

All present employees enrolled in the Company'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 BENEFITS FOR PART-TIME EMPLOYEES**

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

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

## **18.05 UNION EDUCATION**

If the local Union indicates to the Company that its members have approved a special assessment for union education in accordance with the CUPE Constitution and local union bylaws, the Company agrees to deduct this assessment.

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

## **ARTICLE 19 - HEALTH & SAFETY**

### **19.01 PROTECTIVE FOOTWEAR**

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

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

### **19.02 INFECTIOUS DISEASES**

- a) The employer 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 Company 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) Companies will ensure adequate non-expired, unused stocks of the N95 respirator (or superior respirators), face shields, surgical gloves, impermeable gowns and such other personal protective equipment as required are provided to bargaining unit members on short notice in the event there are reasonable indications of the emergence of a pandemic, epidemic or outbreak of an infectious disease in the community served by the Hospital. The Company will report on stocks of these materials to the Joint Health and Safety Committee (JOHSC) monthly.
- d) A worker who is required by his or her employer to wear or use any protective clothing, equipment or device shall be instructed and trained in its care, use and limitations before wearing or using it for the first time and at regular intervals thereafter and the worker shall participate in such instruction and training. Personal protective equipment that is to be provided, worn or used shall, be properly used and maintained, be a proper fit, be inspected for damage or deterioration and be stored in a convenient, clean and sanitary location when not in use. [O. Reg. 67/ 93 – Health Care].
- e) The Company 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 Company 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 Company 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.

### **19.03 VIOLENCE**

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

"Workplace violence" means,

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

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

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

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

- i) Electronic and visual flagging;
- ii) Properly trained security who can de-escalate, immobilize and detain/restrain;
- iii) Appropriate personal alarms;
- iv) Organizational wide risk assessments assessing environmental, risk from patient population, acuity, communication, and work flow and individual client assessments; and
- v) Training in de-escalation, "break-free" and safe immobilization/detainment/restraint.

#### **19.04 INFLUENZA VACCINATION**

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

- a) The Company recognizes that employees have the right to refuse any recommended or required vaccination.
- b) If an employee refuses to take the recommended or required vaccine required under this provision, she or he will be reassigned during the outbreak period, unless reassignment is not possible, in which case he or she will be placed on unpaid leave. If an employee is placed on unpaid leave, she or he can use banked lieu time or vacation credits in order to keep her or his pay whole. It is further agreed that any such reassignment will not adversely impact the scheduled hours of other employees.
- c) If an employee refuses to take the recommended or required vaccine because it is medically contra-indicated, and where a medical certificate is provided to this effect, she or he will be reassigned during the outbreak period, unless reassignment is not possible, in which case the employee will be placed on paid leave. It is further agreed that any such reassignment will not adversely impact the scheduled hours of other employees.
- d) If an employee gets sick as a result of the vaccination, and applies for WSIB, the Company will not oppose the claim.
- e) If the full cost of such medication is not covered by some other source, the Company will pay the full or incremental cost for the vaccine and will endeavour to offer vaccinations during an employee's working hours. In addition, employees will be provided with information, including risks and side effects, regarding the vaccine.

- f) This article shall be interpreted in a manner consistent with the *Ontario Human Rights Code*.

## **ARTICLE 20 – COMPENSATION**

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

When a new classification (which is covered by the terms of this collective agreement) is established by the Company, the Company 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 Company to endeavour to negotiate a mutually satisfactory rate. Such request will be made within ten (10) days after the receipt of notice from the Company 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 Company. 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 Company makes a substantial change in the job content of an existing classification which in reality causes such classification to become a new classification, the Company 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 Company.

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

### **20.01 (B) JOB DESCRIPTIONS**

A copy of the current job description for a bargaining unit position shall be made available to the Union upon request. When a new classification which is covered by

terms of this collective agreement is created, a copy of the job description shall be forwarded to the Union at the time that the Company 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 Company 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 Company of such limitation.
- b) In the event an employee presently occupying a position which is revised in accordance with this article requires additional training to perform duties of the revised position the employee shall be entitled to a period of training, with due consideration being given to the employee's age and previous educational background, during which they may perfect or acquire the skills necessitated by the new method of operation. The employer will assume the cost of tuition and travel. There shall be no reduction in wage or salary rates during the training period of any such employee. Training shall be given during the hours of work whenever possible and may extend for up to six months.

## **20.03 PROMOTION TO A HIGHER CLASSIFICATION**

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

## **20.04 WAGES**

Effective September 29, 2021 – 4.75%

Effective September 29, 2022 – 3.50%

## **20.05 PROGRESSION ON THE WAGE GRID**

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

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

# **ARTICLE 21 – FISCAL ADVISORY COMMITTEE**

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

- a) The Union's representative(s) will be included in the consultation and planning process

from the early phases of the budget planning process, through representation on the Fiscal Advisory Committee or equivalent committee to its final stages of completion, to assist the Company 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 Company 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 Company 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 Company agrees to provide to the Union in a timely way any financial and staffing information pertinent to its budget, or to any other re-structuring plan that would affect the Union's members.
- d) It is understood that employee time spent at FAC or equivalent committee meetings with the employer in pursuance of the above shall be deemed to be work time for which the employee shall be paid by the Company at his or her regular or premium rate as may be applicable.

## **ARTICLE 22 - APPRENTICESHIP COMMITTEE**

The central parties agree that within sixty (60) days of the commencement of this agreement, a joint local committee consisting of up to three representatives each will be formed to discuss the feasibility of establishing an apprenticeship.

Program(s). If such a program is deemed feasible, the local parties will determine the terms and conditions of such program(s).

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

## **ARTICLE 23 – DURATION**

### **23.01 TERM**

This Agreement shall be binding and continue in effect and shall continue from year to year unless either party gives written notice to the other party of its desire to bargain for amendments within ninety (90) days prior to the termination date of September 28, 2023. 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.


Signed electronically this 15<sup>th</sup> day of September 2025.


**FOR THE COMPANY**


**FOR THE LOCAL UNION**


  
Hector Milzani (2025-09-15 14:04:03 EDT)


  
Sam Forsyth (2025-09-22 10:11:52 EDT)

  
Shelby Samuels (2025-10-15 14:08:23 EDT)

  
Kevin Clayborne (2025-09-25 10:37:44 EDT)

  
Kris Sciranka (2025-10-15 14:14:29 EDT)

  
Gerardo Pacini (2025-10-08 09:46:39 EDT)


  
Darren Levere (2025-10-08 13:08:33 EDT)

# LETTER OF UNDERSTANDING Re: VOLUNTARY PART-TIME BENEFITS

If the local parties agree, the Company will provide part-time employees with the option of voluntary participation in any and all of the group health and welfare benefit programs set out in Article 18.01. It is understood and agreed that the part-time employees would pay the Employer the full amount of the monthly premiums, in advance.

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


## FOR THE COMPANY

  
Helen Mitbinis (2025-10-13 12:37:05 EDT)

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Shelby Samuels (2025-10-15 14:08:23 EDT)

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Kris Scranka (2025-10-15 14:14:59 EDT)

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## FOR THE LOCAL UNION

  
Kevin Clayborne (2025-09-25 10:37:44 EDT)


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Gerardo Pacini (2025-10-08 09:46:39 EDT)

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Gerardo Pacini (2025-10-08 09:46:39 EDT)

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Darren Levere (2025-10-08 13:08:33 EDT)

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# LETTER OF UNDERSTANDING Re: GRIEVANCES RELATED TO 3.02

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


## FOR THE COMPANY

  
Helen Mitzinis (2025-10-13 12:37:05 EDT)

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Shelby Samuels (2025-10-15 14:08:23 EDT)

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Kris Scirnik (2025-10-15 14:14:59 EDT)

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## FOR THE LOCAL UNION

  
Sam Forsythe (2025-09-22 10:11:52 EDT)


---

  
Kevin Clayborne (2025-09-25 10:37:44 EDT)

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Gerardo Pacini (2025-10-08 09:46:39 EDT)

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Darren Levere (2025-10-08 13:08:33 EDT)

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## **APPENDIX OF LOCAL ISSUES**

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

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

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

### **IMPLEMENTATION NOTE RE PREEXISTING CLAUSES**

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

## **APPENDIX "A" – COMMUNICATION**

All correspondence between the parties hereto, arising out of this Agreement or incidental hereto shall pass to and from the Director of Labour Relations, or their designate, and the Union President or designate, and the Recording Secretary or their designate.

## **APPENDIX "B" - HOURLY WAGE RATES**

	Step	Rate as at Sept 29/20	Rate as at Sept 29/21	Rate as at Sept 29/22
Mechanic 2	1	29.42	30.82	31.90
	2	29.90	31.32	32.42
	3	30.50	31.95	33.07
HVAC Mechanic	1	30.50	31.95	33.07
	2	31.10	32.58	33.72
	3	31.70	33.21	34.37
Painter	1	29.32	30.71	31.79
	2	29.81	31.23	32.32
	3	30.50	31.95	33.07
Carpenter Electrician Plumber	1	30.54	31.99	33.11
	2	31.12	32.60	33.74
	3	31.70	33.21	34.37

## **APPENDIX "C" - MANAGEMENT RIGHTS**

The Union acknowledges that it is the exclusive function of the Company to manage and direct its operation and affairs in all respects and without limiting or restricting that function, except that the exercise by the Company of its rights and functions shall not be contrary to the express provisions of any other article of this Agreement:

- a) to maintain order, discipline and efficiency;
- b) to determine the number and location of the Company establishments, the services to be rendered, the methods, the work procedures, the kinds and locations of machines, tools and instruments, and equipment to be used to select, control and direct the use of all materials required in the operation of the Company, to schedule the work and the services to be provided and performed, and to make, alter and enforce regulations governing the use of materials, equipment and services, as may be deemed necessary in the interests of the safety and well-being of the Company, patients and the public;
- c) to make, alter and enforce rules and regulations to be observed by the employees; The Company will provide the Union with copies of any rules or regulations that are generally published or issued to employees;
- d) to hire, retire, classify, direct, promote, demote, transfer, discipline, suspend and

discharge employees, to assign employees to shifts, and to increase and decrease working forces, provided that a claim of improper classification or claim of discriminatory promotion, demotion, transfer, discipline or suspension, or a claim by an employee that he has been discharged without reasonable cause, may become the subject of a grievance and be dealt with as hereinafter provided.

## **APPENDIX "D" – RECOGNITION**

Honeywell recognizes CUPE as the exclusive bargaining agent for all building maintenance employees employed by Honeywell at the Mental Health and Psychiatric Site Operations of SJHH save and except office staff, building automation technicians, fire and security technicians, professional engineers, design engineers, supervisors, managers, and persons above the rank of supervisor or manager.

## **APPENDIX "E" - DUES DEDUCTION & REMITTANCE OF DUES LIST**

- a) All employees shall be required to pay an amount equivalent to the regular biweekly Union dues, as determined from time to time, as a condition of employment. The Company shall deduct such dues each pay and remit such deductions to the Dues Secretary of the Local Union by Direct Deposit not later than the eighteenth (18<sup>th</sup>) day of the month following.
- b) Such deductions so remitted shall be accompanied by a list of those employees from whom such deductions have been made. The check-off of dues shall commence in the second month of employment in the case of new employees hired on, or after, the effective date of this Agreement.
- c) The Union agrees to save the Company harmless from all deductions made from an employee's pay as provided herein.

## **APPENDIX "F" - CONSTITUTION OF UNION BARGAINING & GRIEVANCE COMMITTEE**

- a) The Company agrees to recognize the following representatives of the Union:
  - i) 2 Stewards from among the employees.
  - ii) A Negotiating Committee of not more than two (2) employees.
  - iii) A Grievance Committee of not more than two (2) employees.
- b) The Union shall keep the Company informed of the names of such representatives.
- c) Probationary employees shall not be eligible to serve as Stewards or Union Committee members.
- d) It is agreed that representatives from the CUPE National Office may also be present during bargaining and during grievance meetings.

## **APPENDIX "G" – SENIORITY**

NOTE: FOR PURPOSES OF ARTICLE 9.09 ONLY, SENIORITY LISTS, RECALL RIGHTS OF FULL-TIME EMPLOYEES SHALL BE SEPARATE FROM THAT OF PART-TIME EMPLOYEES.

The Company will maintain a Seniority List, the dates upon which each employee's seniority commenced. The Company shall supply the Union with an up-to-date copy of the Seniority List on January 1<sup>st</sup> and July 1<sup>st</sup> each year. When determining the seniority of employees for the purposes of scheduling time off at Christmas or New Years or Vacation scheduling, the most recent seniority list provided by the Company under this Appendix shall be used, in accordance with Appendix 'K' and Appendix 'O'.

Seniority lists shall be posted in each department, once per year.

## **APPENDIX "H" - SCHEDULING, HOURS OF WORK, OVERTIME & TIME OFF**

### **Full-Time Scheduling**

- a) The Company does not guarantee to provide employment or work for normal hours or for any other hours. The Company recognizes that no employee will hold more than one (1) classification and/or will be on more than one (1) schedule.
- b) Whenever it is possible to do so, the Company will endeavour to arrange time off so as to permit all employees in each classification to have an equal number of weekends off.
- c) No employee shall be normally scheduled to work more than seven (7) consecutive days in a row, and the Company will make every effort to keep split days off to a minimum.
- d) When scheduling normal shift rotation changes there shall be not less than fourteen (14) hours between the finish and start of such changes.

- e) Schedules of working hours will be posted at least two (2) weeks in advance of the week to which they apply.
- f) The schedules of work once posted shall not be changed without the knowledge of the employee. Where seven (7) days' notice of such change is not given to the employee, s/he will receive time and one-half of his regular straight time rate of pay for all such work performed.
- g) In scheduling weekends off, one (1) weekend off in three (3) shall be scheduled. Except by, mutual agreement between the Union, the Company, and the employee, or an exchange of weekend work. Should an employee be required by the Company to work the third weekend, s/he shall be paid at time and one-half for such time worked, and the same shall apply for every subsequent weekend worked until a weekend off is scheduled.
- h) No employee shall have his/her schedule changed for the sole purpose of depriving him of overtime pay.
- i) In the application of Article 15.02 of the Collective Agreement, overtime will be offered to full-time employees first, within a classification, by seniority, by department, on a rotational basis. Overtime will then be offered to a Regular part-time employee within a classification, by seniority, by department, on a rotational basis. In the case where the eligible Full-time employee is missed for an overtime shift, that employee will be paid time and one half (1½) for her/his next shift that would have been paid at regular straight time wages.
- j) The scheduling regulations outlined in clauses "c", "d" and "g" may be waived between December 15<sup>th</sup> and January 15<sup>th</sup> so that employees, where possible, will receive at least four (4) or more consecutive days off at either Christmas or New Year's. Christmas Eve and New Year's Eve shall be deemed to commence at 1500 hours.
- (k) When the opportunity exists for a CUPE member/employee in a department to have time off at both Christmas and New Year's, that opportunity will be given to the full-time employee in order of seniority and within a classification in the department before any part-time CUPE member/employee in the department. Where it is not possible to allow full-time employees both Christmas and New Year's off, full-time employees in order of seniority shall be given their preference to work either Christmas or New Year's, before any regular part-time employee, or part-time employee assigned to a temporary part-time opportunity, or casual part-time employee.
- l) The Company and the Local Union will establish a Joint Scheduling Committee with two (2) representatives each from the Company and Local Union. The committee will meet at least every five (5) months. The purpose of the Scheduling Committee is to discuss and recommend improvements to schedules such as reducing consecutive shifts from seven (7) in a row.

Schedules established through the committee will not be unreasonably altered or amended. Union members/employees of the committee will not lose salary, benefits, service, or seniority for participation on committee meetings.

### **Part-Time Scheduling**

- a) The hours of work shall be scheduled in accordance with the requirements of the Company. However, the Company does not guarantee that work will be provided on a regular or any other basis. The Company recognizes that no regular part-time employee or part-time employee assigned to a temporary part-time opportunity, will hold more than one (1) classification and/or will be on more than one (1) schedule.
- b) All regular part-time employees or part-time employees assigned to temporary part-time opportunities shall not be scheduled or called in for shifts less than four (4) hours in duration.
- c) Subject to the provisions of Article 2.03 of the Collective Agreement, regular part-time employees, or part-time employees assigned to temporary part-time opportunities, are to be scheduled on an equal distribution of total hours available for the posted period for scheduling regular part-time employees. Shifts that are available after the posted schedule ("call-in hours") will be offered in the order of seniority.
- d) The Company will schedule one (1) weekend off in four (4). Should an employee be required to work the fourth weekend, s/he shall be paid time and one half (1 ½) his/her regular straight time rate of pay for such time worked and this shall be applicable for every subsequent weekend worked until a weekend off is scheduled. This provision shall not apply in the case of employees who worked weekends on a mutual agreement between the Union, the Company, and the employee.
- e) A schedule of shifts shall be posted at least two (2) weeks in advance of the week to which it applies. In the case of a change in the posted shift of a regular part-time employee at the request of the Company with less than twenty-four (24) hours notice, the employee affected shall be paid time and one half (1 ½) his/her regular straight time rate of pay for the first shift of the altered schedule.
- f) When scheduled less than twelve (12) hours between shifts, the employee will be paid time and one half (1 ½) of his regular straight time rate of pay for the hours worked on the second of the two (2) shifts.
- g) No employee will be normally scheduled to work more than seven (7) consecutive shifts in a row except on a mutual agreement between the Union, the Company, and the employee.
- h) Employees will be scheduled to work either the Christmas or New Year's period each year. The Company will post a list by 1500 hours on the second Monday of September of each year upon which regular part-time employees will indicate their preference for working either Christmas or New Years. Employees will sign in on their own areas. The employees' preferences must be indicated by the second Monday of October.

In scheduling time off, the seniority of part-time employees shall be recognized within a department within a classification, subject to the right of the Company to ensure that its staffing requirements are met. Staff hired after the second Monday of October in each year shall be assigned time off at Christmas or New Year's by the Company. If required by the Company, regular part-time employees will be scheduled to work a fourth day during the Christmas or New Year's period.

- i) Insofar as it does not interfere with the efficient operation of the Company, the scheduling regulations outlined in clauses "c" and "e" may be waived between December 15<sup>th</sup> and January 15<sup>th</sup> so that employees where possible, receive at least four (4) or more consecutive days off at Christmas or New Year's. Christmas and New Year's shall be deemed to commence at 1500 hours.
- j) When the opportunity exists for a CUPE member/employee in a department to have time off at both Christmas and New Year's, that opportunity will be given to the full-time employees in order of seniority and within a classification in the department before any part-time CUPE member/employee in the department. If after providing the opportunity to full-time and part-time employees there remains further opportunity for time off, casual part-time or temporary employees will be considered.

### **Casual Part-Time Scheduling**

- a) The hours of work shall be scheduled in accordance with the requirements of the Company. However, the Company does not guarantee that work will be provided on a regular or any other basis. The Company recognizes that no casual part-time employee will hold more than one (1) classification and/or will be on more than one (1) schedule. Employees may be temporarily assigned to work as determined by operational needs.
- b) Casual part-time employees will not be scheduled except for in the following circumstances:
  - i) A casual part-time employee is assigned to a temporary part-time or temporary full-time vacancy.
- c) It is agreed that casual part-time employees must be available for work on the following basis:
  - 1) They must be available for work for eleven (11) months in each calendar year, which must include the months of July, August, and December.
  - 2) They must be available for two (2) days per week during those eleven months.
  - 3) They must be available to work on a Saturday/Sunday combination once every three (3) weekends.
  - 4) Where the employee indicates they are available for a certain calendar day they must be available for any shift rotation required by the department.

- 5) They must be available for five (5) of the Statutory Holidays set out in Appendix 'N' each year. In addition, they must also be available for work on Christmas or New Year's. Christmas and New Year's will include the Eve and the day of whichever holiday is to be worked.
  - 6) All casual part-time employees shall indicate their availability for the next week to the Company in writing, in a manner to be determined by the Company on a departmental basis, by no later than Tuesday at 1200 hours of each week. It is agreed that the above commitment of availability for these employees does not, in any way, alter their status as casual employees.
  - 7) If a casual employee has not complied with (1), (2), (3), (4), (5), or (6) above his/her services may be terminated except when on an approved Leave of Absence.
  - 8) It will be understood that if a casual part-time employee, when contacted by the Company, is not available for five (5) consecutive call-ins, which were in accordance with the committed availability, the employee shall lose all seniority and service and shall be deemed terminated. If a casual part-time employee is not available due to being on an approved leave of absence, it will be understood that such call-in will not be included in the five (5) consecutive call-ins referred to above. Where a shift offered provides less than twelve (12) hours off between shifts, any refusal in this instance will not be counted in the five (5) consecutive call-ins referred to above either.
  - 9) It will be understood that if there is no work available for a casual part-time employee for a period of six (6) months the Company may elect to move forward with termination of employment.
  - 10) Casual employees shall not be called in for shifts less than four (4) hours in duration.
- d) When the opportunity exists for a CUPE member/employee in a department to have time off at both Christmas and New Year's, that opportunity will be given to the full-time employees in order of seniority and within a classification in the department before any part-time CUPE member/employee in the department. If after providing the opportunity to full-time and part-time employees there remains further opportunity for time off, casual part-time or temporary employees will be considered.

## **Scheduling - Other**

### **Shift Exchanges and Requested Schedule Changes**

Subject to the approval of the employee's Supervisor or designate, two employees may exchange scheduled shifts. Subject to the approval of the employee's Supervisor or designate an employee may request a change to their scheduled shift(s). Requests must be submitted in writing to the Supervisor or designate by the employee or employees requesting the change.

If approved, the exchange or change will not result in overtime payment being paid to any employee affected. The Supervisor shall determine the protocol for making and granting such requests. Such requests will not be arbitrarily denied.

### **Hours of Work**

The Company will maintain an Hours of Work list showing the hours accumulated by each employee. The Company shall supply the Union with an up-to-date copy of the Hours of Work list upon request.

## **APPENDIX "I" - UNIFORM ALLOWANCE**

The Company shall continue its current practice regarding the provision and replacement of uniforms.

## **APPENDIX "J" - SICK LEAVE / WSIB / RETURN TO WORK**

- a) An employee will advise the Company not less than twelve (12) hours in advance that s/he intends to return to his/her scheduled shift. Should the employee not notify the Company of his/her return to work within the time limits set out above, the Company may provide the employee with work if practicable but shall be under no obligation to do so.

It is understood that Company departments may establish and advise staff of the reporting protocol in their department.

- b) The Company reserves the right to require an employee to provide proof of any illness requiring absence by medical certificate from an employee's attending Physician. The Company shall continue its practice of paying the full cost of any medical certificate required of any Part-time employees.

## **APPENDIX "K" – HOLIDAYS**

- a) The following holidays will be recognized:
1. New Year's Day
  2. Family Day in February
  3. Good Friday
  4. Easter Monday
  5. Victoria Day
  6. Canada Day
  7. Civic Holiday
  8. Labour Day
  9. Thanksgiving Day
  10. Second Monday in November
  11. Christmas Day
  12. Boxing Day
- b) Pay for recognized holidays will be as outlined in Article 16.02 or s/he shall be given a lieu day off with pay at some other time which is mutually convenient if he so desires.

- c) When a recognized holiday falls on an employee's scheduled day off, he shall be given a lieu day off at his/her basic rate of pay at some other time if s/he so desires. Such lieu day must be approved by the Company and must not interfere with efficient operations.
- d) An employee who is not scheduled to work on a holiday but who is required to work more than his/her normal hours by the Company during the same two week pay period in which such holiday occurs, shall have the hours s/he would have otherwise worked on the holiday counted as hours worked for the sole purpose of computing any overtime premium entitlement.
- e) An employee who has been granted a leave of absence shall not be entitled to payment or additional time off for any recognized holiday that occurs during such leave.

## **APPENDIX "L" - VACATIONS**

### **FULL-TIME**

- a) i) For the purpose of calculating vacations and eligibility, the vacation year shall be based upon a calendar year.  
  

Vacation entitlements shall be scheduled and taken during the vacation year following the vacation year in which entitlement was earned.
- ii) In scheduling vacations, the seniority of employees shall be recognized within a classification. When it is operationally feasible, full-time vacation requests will be given priority over part-time vacation requests.
- iii) The initial vacation request list will be posted by the Department Head or designate by the first (1<sup>st</sup>) Monday in October by 1500 hours. Such employees in (ii) above are to make a request for vacation in writing on the posted list not later than the third (3<sup>rd</sup>) Monday in October. Granted vacation requests will be posted by the second (2<sup>nd</sup>) Tuesday in November by 1500 hours. All denied vacation of allotted entitlement will be requested again by the employee(s) in writing on the posted list not later than the third (3<sup>rd</sup>) Tuesday in November.
- iv) All approved vacation schedules will be posted no later than the second (2<sup>nd</sup>) Tuesday in December of each year by 1500 hours.
- v) If following the posting of approved vacations per (iv) above, there remains opportunity to schedule additional vacation, an employee may request in writing, in a format acceptable to the Department, to schedule any outstanding vacation. It is understood that said requests will be scheduled on a first come first service basis. If multiple requests are received on the same date, for the same period, the requests will be reviewed in a seniority order.

The above shall not apply to previously pre-approved vacation weeks that have since become available.

- vi) Requests for vacation for the period from June 1 to Labour Day in any year for full week periods will be given priority over vacation requests for periods of days that amount to less than a full week, notwithstanding the relative seniority of the employee involved.
- b) When a recognized holiday falls during his/her vacation, an employee shall be entitled to:
  - i) An additional day of vacation, or
  - ii) An additional day's pay at his basic rate in lieu of the holiday
- c)
  - i) Employees entitled to two (2) weeks vacation shall be allotted vacation on a consecutive basis if the employee so desires.
  - ii) Employees entitled to three (3) weeks vacation be allotted the first two weeks of vacation on a consecutive basis; the third (3<sup>rd</sup>) week of vacation will be allotted to an employee at a time acceptable to the Company.
  - iii) Employees entitled to four (4) weeks vacation shall be allotted the first three (3) weeks of vacation on a consecutive basis; the fourth (4<sup>th</sup>) week will be allotted to an employee at a time acceptable to the Company.
  - iv) Employees entitled to five (5) weeks of vacation shall be allotted the first four (4) weeks of vacation on a consecutive basis; the fifth (5<sup>th</sup>) week shall be allotted at a time acceptable to the Company.
  - v) Employees in their nineteenth year of service and thereafter may have their vacation on a concurrent basis if they so desire.
- d) Should an employee die while in the service of Company, the unused portion of his/her vacation credits shall be turned over to his/her estate.
- e) In the event of termination of service of an employee for any reason, including layoff, any pay in lieu of vacation that is owing to such employee shall be determined on a pro-rata basis, namely 4%, 6%, 8%, 10%, 12% or 14% of earnings as applicable.

#### **PART-TIME**

- a) For the purposes of calculating vacations and eligibility, the vacation year shall be based upon a calendar year.
- b) Vacations for regular part-time employees shall be scheduled and shall be taken during the vacation year following the vacation year in which the entitlement was earned.
- c) The Company has the sole right to determine the number of employees who can be

absent at any one time. Without limiting this right, it is agreed that no vacation shall be scheduled during the two-week period in which Christmas and New Year's fall.

d) In scheduling vacations, the seniority of part-time employees shall be recognized within a classification on the same time schedule, provided such employees comply with paragraph (e) below.

e) The initial vacation request list will be posted by the Department Head or designate by the first (1<sup>st</sup>) Monday in October by 1500 hours. Such employees in (d) above are to make a request for vacation in writing on the posted list no later than the third (3<sup>rd</sup>) Monday in October. Granted vacation requests will be posted by the second (2<sup>nd</sup>) Tuesday in November by 1500 hours. All denied vacation of allotted entitlement will be requested again by the employee(s) in writing on the posted list not later than the third (3<sup>rd</sup>) Tuesday in November.

The initial vacation request list will be posted by the Department Head or designate by the first (1<sup>st</sup>) Monday in October by 1500 hours. Such employees in (ii) above are to make a request for vacation in writing on the posted list not later than the third (3<sup>rd</sup>) Monday in October. Granted vacation requests will be posted by the second (2<sup>nd</sup>) Tuesday in November by 1500 hours. All denied vacation of allotted entitlement will be requested again by the employee(s) in writing on the posted list not later than the third (3<sup>rd</sup>) Tuesday in November.

f) Employees entitled to two (2) weeks vacation shall be allotted vacation on a consecutive basis if the employee so desires;

Employees entitled to three (3) weeks vacation shall be allotted the first two weeks of vacation on a consecutive basis; the third (3<sup>rd</sup>) week of vacation will be allotted to an employee at a time acceptable to the Company.

Employees entitled to four (4) weeks vacation shall be allotted the first three (3) weeks of vacation on a consecutive basis; the fourth (4<sup>th</sup>) week will be allotted to an employee at a time acceptable to the Company.

Employees entitled to five (5) weeks of vacation shall be allotted the first four (4) weeks of vacation on a consecutive basis; the fifth (5<sup>th</sup>) week shall be allotted at a time acceptable to the Company.

Employees in their nineteenth year of service and thereafter may have their vacation on a concurrent basis if they so desire.

Notwithstanding Article (F), the above scheduling is subject to the condition that no employee shall be entitled to more than two (2) weeks vacation in the months of July and August.

## **APPENDIX "M" - MEAL ALLOWANCE**

An employee who continues to work more than two (2) hours of approved overtime immediately following his/her scheduled hours of work shall be paid a meal allowance of \$11.00 (eleven dollars) non-taxable, in the appropriate pay period, through the payroll system.

## **APPENDIX "N" - UNION LEAVE OF ABSENCE**

With the exception of the Letters of Understanding regarding the President and Chief Steward this appendix is in reference to Article 12.02 of the collective agreement. Such time shall not exceed a total of three hundred (300) person days in any one year and not more than six (6) employees shall be permitted to be absent at any one time, and provided that where there is leave for more than one (1) employee, it does not interfere with leave for any other employee.

## **APPENDIX "O" - HEALTH & SAFETY**

### **Health & Safety Committee**

- a) It is in the mutual interests of the parties to promote health and safety in the workplace and to prevent and reduce the occurrence of workplace injuries and occupational diseases. The parties agree that employees have the right to a safe and healthy work environment and that health and safety is of the utmost importance. The parties agree to promote health and safety and wellness. The parties further agree that when faced with occupational health and safety decisions, the Company will not await full scientific certainty or absolute certainty before taking reasonable action(s) that reduce risk and protects employees. The Company shall provide orientation and training in health and safety to new and current employees on an ongoing basis and employees shall attend required health and safety training sessions.
- b) The parties fully endorse the responsibilities of employer, supervisor and employees under the *Occupational Health and Safety Act*. Accordingly, the provisions of the *Occupational Health and Safety Act* are incorporated into, and form part of this collective agreement and the rights and responsibilities set out therein will not be diminished.
- c) Recognizing its responsibilities under the applicable legislation, the Company agrees to accept as a member of its Joint Health & Safety Committee at least one representative selected or appointed by the Union from amongst bargaining unit employees. The Company agrees to provide training to ensure that the representative is certified as a work representative as defined under the *Occupational Health & Safety Act*.
- d) Such Committee shall perform duties and activities as required under the *Occupational Health & Safety Act*.
- e) The Company agrees to cooperate in providing necessary information and management support to enable the Health and Safety Committee to fulfill its functions. In addition, the Company will provide the Health and Safety Committee with access to all accident reports, health and safety records and other pertinent information in its possession.

The Health and Safety Committee shall respect the confidentiality of the information.

- f) Meetings shall be held at the frequency defined in the *Occupational Health & Safety Act*. The committee shall maintain minutes of all meetings and make the same available for review.
- g) Any representative appointed or selected in accordance with (b) hereof shall serve for a term of one (1) calendar year from the date of appointment, which may be renewed for further periods of one (1) year. Time off for such representative(s) to attend meetings of the Joint Health & Safety Committee in accordance with the foregoing shall be granted and time so spent attending such meetings shall be deemed to be work time for which the representative(s) shall be paid by the Company at his regular or premium rate as may be applicable.
- h) The Union agrees to endeavour to obtain the full co-operation of its membership in the observation of all safety rules and practices.
- i) Pregnant employees may request to be transferred from their current duties if, in the professional opinion of the employee's physician, the pregnancy may be at risk. If such a transfer is not feasible, the pregnant employee, if she so requests, will be granted an unpaid leave of absence before commencement of the maternity leave referred to in Article 12.06.
- j) Where the Company identifies high-risk areas where employees are exposed to infectious or communicable diseases for which there are available protective medications, such medications shall be provided at no cost to the employee.
- k) Where the Company determines that there is a risk that employees may be exposed to infectious or communicable diseases (viral or bacterial), or blood borne pathogens, employees who may be so exposed will be provided with personal protective equipment reasonably necessary for the protection of the employee.
- l) An employee who is required by the Company to wear or use any protective clothing, equipment or device shall be instructed and trained in its care, use and limitations before wearing or using it for the first time and at regular intervals thereafter and the employee shall participate in such instruction and training.

### **Certified Worker**

The Company accepts that one CUPE member who is to serve on the Joint Occupational Health & Safety Committee will be trained as a certified worker under the *Occupational Health and Safety Act*. Any costs associated with the initial training of a certified worker will be paid by the Company, or as may be prescribed pursuant to the *Occupational Health and Safety Act*.

### **Violence Prevention in the Workplace**

The Company will implement policies and procedures to meet the *Occupational Health & Safety Act* requirements for Workplace Violence Prevention. Employees shall participate in the program as defined in the Company policies and procedures.

The Company, with the employee's consent will inform the Union as soon as possible of any employee who has been assaulted physically or verbally while performing his/her work. Such information shall be submitted in writing to the Union in no less than three (3) working days.

The parties recognize that employees may be exposed to unwanted behaviour from others in the workplace and that such behaviour may result in injury and/or emotional distress to an employee. The Company and the Union agree that the local client may create policies and procedures requiring participation and training and that both the Company and Union agree to work to implement such policies and procedures as applicable.

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

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

## **APPENDIX "P" - BULLETIN BOARDS**

The Union shall have the privilege of posting union notices on designated "closed in" bulletin boards provided for that purpose by the Company, location to be mutually agreed upon. Such notices shall be submitted to the Manager of Human Resources, before posting. Approval of notices or requests for additional boards will not be withheld unreasonably.

## **APPENDIX "Q" - HARASSMENT IN THE WORKPLACE**

It is the Policy of the Company as an Employer to ensure that the working environment is conducive to the performance of work and is such that employees are not hindered from carrying out their responsibilities. The Employer and the Union consider harassment in the work force to be a totally unacceptable form of intimidation and will not tolerate its occurrence. The Employer and the Union will ensure that victims of harassment are able to register complaints without reprisal.

## **APPENDIX "R" - INCIDENT/ACCIDENT REPORTING AND MANAGEMENT**

### **Incident Notification**

Employees are required to report any workplace accident, incident, or injury to their supervisor according to the Company policy/procedure. Employees shall participate in the reporting process including communication to any designated outside medical service provider.

## **MODIFIED WORK / WSIB FORM 7**

### **Modified Work**

When it is medically determined that an employee is unable to return to the full duties of his or her position because of disability the Company will meet with the National Representative and a representative of the Local Union to discuss the circumstances surrounding that employee's return to suitable work.

The Company and the Union are committed to a consistent, fair approach to meeting the needs of injured or disabled workers, to restoring them to work which is meaningful for them and valuable to the Company, and to meeting the parties' responsibilities under the law.

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

When it is medically determined that an employee is unable to return to the full duties of his or her position because of a disability the Company will meet with a representative of the local union and the National Representative (if s/he is available to meet within a reasonable period of time) to discuss the circumstances surrounding that employee's return to suitable work.

It is recognized that with the employee's consent, a Local Union representative will be present at any and all modified work meetings at which the employee is present.

### **WSIB Form 7**

The Company will supply the employee with a copy of the Form 7 at the same time it is sent to the Workplace Safety and Insurance Board and will notify the Local of all new WSIB claims.

The Company 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.

## **APPENDIX "S" - PROTECTIVE FOOTWEAR**

The Company may require employees in the following classifications to wear appropriate protective safety footwear for legitimate occupational health and safety reasons:

1. Carpenter
2. Electrician
3. HVAC Mechanic
4. Mechanic
5. Painter
6. Plumber

The Manager of each department will determine, in consultation with Occupational Health and Safety, where this protective equipment is necessary. It is understood that this list may be reviewed and updated as new positions are added to the Bargaining Unit or as job requirements change.

The footwear allowance, as per Article 19.01, will be paid to employees on the first pay date in January. New hires not employed on the date of the payment will receive their entitlement once they have completed their probationary period.

The Employer shall provide to all employees an additional allowance of forty dollars (\$40.00) per year. The additional allowance will be payable upon production of receipts.

# APPENDIX "T" – NON-RPN WORKLOAD COMPLAINT FORM

## APPENDIX "B": NON-RPN WORKLOAD COMPLAINT FORM

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

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

### SECTION 1: GENERAL INFORMATION

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

Unit/Area/Program: \_\_\_\_\_ Site/Location: \_\_\_\_\_

Date of Occurrence \_\_\_\_\_ Time of Occurrence: \_\_\_\_\_

Shift Length:  7.5 hr.  11.25 hr.  Other \_\_\_\_\_

Name of Manager/Supervisor: \_\_\_\_\_ Time Notified: \_\_\_\_\_

Date Form Submitted to Employer: \_\_\_\_\_

### SECTION 2: WORKING CONDITIONS

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

Type of Work Being Performed (please describe)

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

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

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

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**SECTION 3: DETAILS OF OCCURENCE**

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

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

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**SECTION 4: REMEDY**

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:

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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:

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c) Was it resolved Yes  No

Provide details of how it was or was not resolved:

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**SECTION 5: RECOMMENDATIONS**

To correct this problem, I/we recommend:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**SECTION 7: MANAGEMENT COMMENTS**

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

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# LETTER OF UNDERSTANDING


## Subject: Non-Bargaining Unit Positions

If the Employer wishes to place a non-bargaining unit employee into a bargaining unit position, the Employer shall give the Union notice providing reasons for such placement.


### FOR THE COMPANY

  
Helen Mitcenis (2025-10-13 12:37:05 EDT)

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Shelby Samuels (2025-10-15 14:08:23 EDT)

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Kris Sciranka (2025-10-15 14:14:59 EDT)

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### FOR THE LOCAL UNION

  
Sam Forsyth (2025-09-22 10:11:52 EDT)


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Kevin Clayborne (2025-09-25 10:37:44 EDT)

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Gerardo Pacini (2025-10-08 09:46:39 EDT)

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Darren Levere (2025-10-08 13:08:33 EDT)

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## **LETTER OF UNDERSTANDING - \*NEW**

### **Subject: 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 Company.

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 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 or Company forum does not already exist, the local parties will endeavor 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.