

**COLLECTIVE AGREEMENT**

Between

**UNIVERSITY HEALTH NETWORK - TORONTO WESTERN HOSPITAL**  
(Hereinafter called the "Hospital")

And

**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 5001**  
(Hereinafter called the "Union")

**PART-TIME SERVICE**

Effective: September 29, 2021

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## ARTICLE 1 – PREAMBLE

### 1.01 Preamble

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

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

## ARTICLE 2 – DEFINITIONS

### 2.01 Temporary Employee

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

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

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

### 2.02 Part-Time Commitment

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

### 2.03 Regular Part-Time Employee

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

## 2.04 Casual Employee

A casual employee is an employee who does not make such a commitment but rather may elect to work or not work when requested to do so by the hospital.

## **ARTICLE 3 – RELATIONSHIP**

### 3.01 No Discrimination

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

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

### 3.02 Attendance Management

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

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

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

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

## **ARTICLE 5 - UNION SECURITY**

### **5.01 T4 Slips**

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

### **5.02 Notification to Union**

- (a) The Hospital will provide the Union with a list, monthly, of all hirings, lay-offs, recalls, and positions which have been vacated within the bargaining unit where such information is available or becomes readily available through the Hospital's payroll system. This information will be provided electronically via email.
- (b) The Hospital will provide the Union with the current mailing address, personal email address if available, and phone number(s) it has on record of all members of the bargaining unit twice a year in electronic form.

### **5.03 Employee Interview**

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

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

### **5.04 No Other Agreements**

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

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

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

### **6.01 Union Activity on Premises and/or Access to Premises**

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

## 6.02 Labour-Management Committee

- (a) Where the parties mutually agree that there are matters of mutual concern and interest that would be beneficial if discussed at a Labour-Management Committee Meeting during the term of this Agreement, the following shall apply.
- (b) An equal number of representatives of each party as mutually agreed shall meet at a time and place mutually satisfactory. A request for a meeting hereunder will be made in writing prior to the date proposed and accompanied by an agenda of matters proposed to be discussed, which shall not include matters that are properly the subject of grievance or negotiations for the amendment or renewal of this agreement.  
Any representative(s) attending such meetings during their regularly scheduled hours of work shall not lose regular earnings as a result of such attendance.
- (c) It is agreed that the topic of a rehabilitation program for drug and alcohol abuse is an appropriate topic for the Labour-Management Committee.

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

- (d) It is understood that joint meetings with other Labour-Management Committees in the Hospital may be scheduled concerning issues of mutual interest if satisfactory to all concerned.

It is also agreed that the topic of scheduling overtime in certain departments identified by the Labour-Management Committee is an appropriate topic for the Labour-Management Committee.

- (e) Where two or more agreements exist between a Hospital and CUPE the Committee may be a joint one representing employees under both agreements, unless otherwise agreed (Refer to Appendix Q.07).

## 6.03 Local Bargaining Committee

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

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

#### 6.04 Central Bargaining Committee

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

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

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

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

#### 6.05 Union Stewards

- (a) The Hospital agrees to recognize Union stewards to be elected or appointed from amongst employees in the bargaining unit who have completed their probationary period for the purpose of dealing with Union business as provided under this Collective Agreement.
- (b) A Chief Steward or designate may, in the absence of any steward, assist in the presentation of any grievance, or with any steward function.
- (c) The Union shall keep the Hospital notified in writing of the names of Union stewards appointed or selected under this Article as well as the effective date of their respective appointments.
- (d) It is agreed that Union stewards have their regular duties and responsibilities to perform for the Hospital and shall not leave their regular duties without first obtaining permission from their immediate supervisor. If, in the performance of their duties, a Union steward is required to enter an area within the Hospital in which they are not originally employed, they shall report their presence to the supervisor in the area immediately upon entering it. Such permission shall not be unreasonably withheld. When resuming their regular duties and responsibilities, such steward shall again report to their immediate supervisor. A Union steward shall suffer no

loss of earnings for time spent in performing the above duties during their regular scheduled working hours.

- (e) Nothing in this Article shall preclude full-time stewards from representing part-time employees and vice-versa.
- (f) The number of stewards and the areas, which they represent, are to be determined locally as set out in Local Appendix Q.

#### 6.06 Grievance Committee

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

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

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

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

- 7.01 For purposes of this Agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of the Agreement including any question as to whether a matter is arbitrable.
- 7.02 (a) The Hospital agrees that where an employee is required to attend a meeting with the Hospital that may lead to disciplinary action, as a good labour relations practice, it will inform the employee of the purpose of the meeting and their right to Union Representation.
- (b) At the time formal discipline is imposed or at any stage of the grievance procedure, an employee shall have the right upon request to the presence of their steward. In the case of suspension or discharge the Hospital shall notify the employee of this right in advance.
- 7.03 It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible, and it is understood that an employee has no grievance until they have first given their immediate supervisor the opportunity of adjusting their complaint. The griever may have the assistance of a union steward if they so desire. Such complaint shall be discussed with their immediate supervisor within nine (9) calendar days after the circumstances giving rise to it have occurred or ought reasonably to have come to the attention of the employee and failing settlement within nine (9) calendar days, it shall then be taken up as a grievance within nine (9) calendar days following advice of

their immediate supervisor's decision in the following manner and sequence:

Step No. 1

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

Step No. 2

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

- 7.04 A complaint or grievance arising directly between the Hospital and the Union concerning the interpretation, application or alleged violation of the Agreement shall be originated at Step No. 2 within fourteen (14) calendar days following the circumstances giving rise to the complaint or grievance. It is expressly understood, however, that the provisions of this Article may not be used with respect to a grievance directly affecting an employee, which such employee could themselves institute and the regular grievance procedure shall not be thereby bypassed.
- 7.05 Where a number of employees have identical grievances and each employee would be entitled to grieve separately they may present a group grievance in writing identifying each employee who is grieving to the Manager or their designee within fourteen (14) calendar days after the circumstances giving rise to the grievance have occurred or ought reasonably to have come to the attention of the employee(s). The grievance shall then be treated as being initiated at Step No. 2 and the applicable provisions of this Article shall then apply with respect to the processing of such grievance.
- 7.06 The release or discharge of an employee during the probationary period shall not be the subject of a grievance or arbitration. A claim by an employee who has completed their probationary period that he has been unjustly discharged or suspended shall be treated as a grievance if a written statement of such grievance is lodged by the employee with the Hospital at Step No. 2 within seven (7) calendar days after the date the discharge or suspension is effected. Such special grievance may be settled under the Grievance or Arbitration Procedure by:

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

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

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

- 7.13 The proceedings of the Arbitration Board will be expedited by the parties hereto and the decision of the majority and, where there is no majority the decision of the chairman will be final and binding upon the parties hereto and the employee or employees concerned.
- 7.14 Each of the parties hereto will bear the expense of the nominee appointed by it and the parties will share equally the fees and expenses, if any, of the chairman of the Arbitration Board.
- 7.15 The time limits set out in the Grievance and Arbitration Procedures herein are mandatory and failure to comply strictly with such time limits except by the written agreement of the parties, shall result in the grievance being deemed to have been abandoned subject only to the provisions of Section 48 (16) of The Labour Relations Act.
- 7.16 Wherever Arbitration Board is referred to in the Agreement, the parties may mutually agree in writing to substitute a single arbitrator for the Arbitration Board at the time of reference to arbitration and the other provisions referring to Arbitration Board shall appropriately apply.
- 7.17 Hospital Grievance

It is understood that the Hospital may bring forward at any meeting held with the Union Committee any complaint with respect to the conduct of the Union, its officers or Committee members, or members, and that if such complaint is not settled to the mutual satisfaction of the conferring parties, it may be treated as a grievance and referred directly to arbitration in the same way as the grievance of an employee.

7.18 Time Limits

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

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

8.01 Access to Personnel File

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

8.02 Clearing of Record

Any letter of reprimand, suspension or any other sanction will be removed from the record of an employee eighteen (18) months following the receipt of such letter, suspension or other sanction provided that such employee's record has been discipline free for one year. (Refer to Appendix R)

## ARTICLE 9 – SENIORITY

### 9.01 Probationary Period

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

### 9.02 Definition of Seniority

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

Seniority will operate on a bargaining unit wide basis.

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

### 9.03 Loss of Seniority

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

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

#### 9.04 Effect of Absence

Part-time employees shall accrue seniority for a period of thirty (30) months and service for a period of fifteen (15) weeks if absent due to a disability resulting in WSIB benefits, or a disability in accordance with the Human Rights Code on the basis of what the employee's normal regular hours of work would have been.

Note: Add the words "or LTD benefits" only in agreements providing LTD benefits.

#### 9.05 Job Posting (Refer Appendix S)

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

The employees eligible for consideration shall be limited to those employees who have applied for the position in accordance with this Article, and selection shall be made in accordance with Appendix S. (Refer to Appendix S.02).

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

#### 9.06 Transfer and Seniority Outside the Bargaining Unit

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

#### 9.07 (a) Transfer of Seniority and Service

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

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

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

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

(b) Portability of Service

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

(c) Transformation in Health Care

Seniority Recognition

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

Right to Return on Transfer

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

Without prejudice to the Union's or Hospital's right under the Collective Agreement or the Labour Relations Act and/or the Public Sector 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 the Hospital for that 48-month period.

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

\* Pursuant to a "Sale of Business" under Section 69 of the Labour Relations Act, or

to a transfer pursuant to the Public Sector Labour Relations Transition Act.

## 9.08 Notice and Redeployment Committee

### (a) Notice

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

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

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

- (i) above shall be considered notice to the Union of any subsequent layoff. (Refer to Letter of Understanding #4)

### (b) Retirement Allowance

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

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

### (c) Voluntary Exit Option

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

- (i) The Hospital will first make offers in the classifications within department(s) where layoffs would otherwise occur. If more employees than are required are interested, the Hospital will make its decision based on seniority.
- (ii) If insufficient employees in the department affected accept the offer, the Hospital will then extend the offer to employees in the same classification in other departments. If more employees than are required are interested,

the Hospital will make its decision based on seniority.

- (iii) In no case will the Hospital approve an employee's request under (i) and (ii) above for a voluntary early exit option, if the employees remaining are not qualified to perform the available work.
- (iv) The number of voluntary early exit options the Hospital approves will not exceed the number of employees in that classification who would otherwise be laid off. The last day of employment for an employee who accepts a voluntary exit option will be at the Hospital's discretion and will be no earlier than thirty (30) calendar days immediately following the employee's written acceptance of the offer.

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

- (d) A layoff shall not include a reassignment of an employee from their classification or area of assignment who would otherwise be entitled to notice of layoff provided: (Refer to Letter of Understanding #4)
  - (i) reassignments will occur in reverse order of seniority (i.e. the least senior employee will be the first reassigned);
  - (ii) the reassignment of the employee is to an appropriate permanent job with the Hospital having regard to the employee's skills, abilities, qualifications and training or training requirements;
  - (iii) the reassignment of the employee does not result in a reduction of the employee's wage rate or hours of work;
  - (iv) the job to which the employee is reassigned is located at the employee's original work site or at a nearby site in terms of relative accessibility for the employee;
  - (v) the job to which the employee is reassigned is on the same or substantially similar shift or shift rotation; and
  - (vi) where more than one employee is to be reassigned in accordance with this provision, the reassigned employees shall be entitled to select from the available appropriate vacancies to which they are being reassigned in order of seniority provided no such selection causes or would cause a layoff or bumping.

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

- (e) Any vacancy to which an employee is reassigned pursuant to paragraph (d) needs

not be posted.

(f) Redeployment Committee

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

(i) Committee Mandate

The mandate of the Redeployment Committee is to:

- (1) Identify and propose possible alternatives to the proposed layoff(s) or elimination of position(s), including, but not limited to, identifying work which would otherwise be bargaining unit work and is currently work contracted-out by the Hospital which could be performed by bargaining-unit employees who are or would otherwise be laid off;
- (2) Identify vacant positions in the Hospital or positions which are currently filled but which will become vacant within a twelve (12) month period and which are either:
  - (a) within the bargaining unit; or
  - (b) within another CUPE bargaining unit; or
  - (c) not covered by a collective agreement.
- (3) Identify the retraining needs of workers and facilitate such training for workers who are, or would otherwise be, laid off.
- (4) Subject to article 9.10, the Hospital will award vacant positions to employees who are, or would otherwise be laid off, in order of seniority if, with the benefit of up to six (6) months retraining, an employee has become able to meet the normal requirements of the job.
- (5) Any dispute relating to the foregoing provisions may be filed as a grievance commencing at Step 2.

(ii) Committee Composition

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

committee will be proportionate to the number of its bargaining unit members at the particular Hospital in relation to other staff groups.

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

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

(iii) Disclosure

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

(iv) Alternatives

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

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

## 9.09 Layoff and Recall

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

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

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

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

- (e) In the event that there are no employees with lesser seniority in the same or a lower or identical-paying classification, as defined in this article, a laid-off employee shall have the right to displace another employee with lesser seniority 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 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 less seniority, prior to being required to displace a part-time employee.
- (g) An employee who is subject to layoff other than a layoff of a permanent or long-term nature including a full time employee whose hours of work are, subject to Article 14.01, reduced, shall have the right to accept the layoff or displace another employee in accordance with (a) and (d) above.
- (h) The Hospital agrees to layoff temporary employees in the same or similar classification within the same department before permanent employees, provided remaining employees are able to meet the normal requirements of the job.
- (i) An employee shall have opportunity of recall from a layoff to an available opening, in order of seniority, provided they have the ability to perform the work before such opening is filled on a regular basis under a job posting procedure. The posting procedure in the collective agreement shall not apply until the recall process has been complete.
- (j) No full-time employee within the bargaining unit shall be laid off by reason of their duties being assigned to one or more part-time employees.
- (k) In the event of a layoff of an employee, the Hospital shall pay its share of insured benefits premiums for the duration of the five-month notice period provided for in Article 9.08.

- (l) The Hospital agrees to post vacancies during the recall period, as per the job posting procedure, allowing employees on recall to participate in the posting procedure. Should the position not be filled via the job posting procedure, an employee shall have opportunity of recall from a layoff to an available opening, in order of seniority, provided they have the ability to perform the work.
- (m) In determining the ability of an employee to perform the work for the purposes of the paragraphs above, the Hospital shall not act in an arbitrary or unfair manner.
- (n) An employee recalled to work in a different classification from which they were laid off shall have the privilege of returning to the position held prior to the layoff should it become vacant within six (6) months of being recalled.
- (o) No new employees shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so, in accordance with the loss of seniority provision, or have been found unable to perform the work available.
- (p) The Hospital shall notify the employee of recall opportunity by registered mail, addressed to the last address on record with the Hospital (which notification shall be deemed to be received on the second day following the date of mailing). The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work. The employee is solely responsible for their proper address being on record with the Hospital.
- (q) Employees on layoff shall be given preference for temporary vacancies, which are expected to exceed ten (10) working days. An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on layoff.

#### 9.10 Retraining

##### (a) Retraining for Positions within the Hospital

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

- (i) Opportunities to fill vacant positions identified by the Hospital Redeployment Committee through retraining shall be offered to employees who apply and would qualify for the position with the available retraining in order of their seniority until the list of any such opportunities is exhausted. Opportunities to fill vacancies outside of CUPE bargaining units may be offered by the Hospital in its discretion.

- (ii) The Hospital and the Union will cooperate so that employees who have

received notice of permanent layoff and have 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 be mutual agreement be waived. The Redeployment Committee will seek the availability of any federal or provincial retraining program funds to cover the cost of tuition, books and travel, as well as any wages eligible under the terms of such program.

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

(b) Placement

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

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

9.11 Separation Allowances

- (a) Where an employee resigns within thirty (30) days after receiving notice of layoff pursuant to article 9.08(a)(ii) that their position will be eliminated, they shall be entitled to a separation allowance of two (2) weeks' salary for each year of continuous service to a maximum of twenty (20) weeks' pay, and, on production of receipts from an approved educational program, within twelve (12) months of resignation, may be reimbursed for tuition fees up to a maximum of three thousand five hundred (\$3,500) dollars.
- (b) Where an employee resigns later than thirty (30) days after receiving notice pursuant to Article 9.08(a)(ii) that their position will be eliminated, they shall be entitled to a separation allowance of four (4) weeks' salary, and, on production of receipts from an approved educational program, within twelve (12) months of resignation, may be reimbursed for tuition fees up to a maximum of one thousand two hundred and fifty (\$1,250) dollars.

9.12 Technological Change

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

The Hospital agrees to discuss with the Union the effects of such technological changes on

the employment status of employees and to consider practical ways and means of minimizing the adverse effect, if any, upon employees concerned.

Where new or greater skills are required than are already possessed by affected employees under the present methods of operation, such employees shall be given a period of training, with due consideration being given to the employee's age and previous educational background, during which they may perfect or acquire the skills necessitated by the new method of operation. The Hospital will assume the cost of tuition and travel. There shall be no reduction in wage or salary rates during the training period of any such employee. Training shall be given during the hours of work whenever possible and may extend for up to six (6) months.

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

#### 9.13 Work-Loads

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

#### 9.14 Professional Responsibility- Scope of RPN Practice

The Hospital and the Union shall meet to discuss the issues of RPN scope of practice and skill utilization.

#### 9.15 Professional Responsibility, Patient Care, Workloads and Staffing

(The following clause is applicable to Regulated Health Professionals only)

- (a) The parties agree that optimal patient care is, and safe working conditions are, enhanced if concerns relating to professional responsibility, patient care, workloads and staffing issues are resolved in a timely and effective manner with communications between the parties being:
  - (i) professional;
  - (ii) courteous;
  - (iii) collegial;

- (iv) respectful; and
  - (v) focused on resolving the issue, not on the individuals.
- (b) In the event that the Hospital assigns a number of patients or a workload to an individual Regulated Health Professional (RHP) or group of RHP's such that they have cause to believe that they are being asked to perform more work than is consistent with proper patient care, they shall:
- i. At the time the workload issue occurs, discuss the issue within the unit/program to develop strategies to meet patient care needs using current resources.
  - ii. If necessary, using established lines of communication as identified by the Hospital, seek immediate assistance from an individual(s) (who could be within the bargaining unit) who has responsibility for timely resolution of workload issues.
  - iii. Failing resolution of the workload issue at the time of occurrence or if the issue is ongoing the RHP(s) will discuss the issue with their Manager or designate on the next day that the Manager (or designate) and the RHP are both working or within five (5) calendar days whichever is sooner.
- (c) Upon receipt of a response from the supervisor within five (5) working days, if the employee or group of employees in (b) above are not satisfied, the employee or group of employees may, within forty-eight (48) hours, submit a workload complaint form (attached at Appendix B) their concerns in writing to the Chief Nursing Officer, or equivalent in the case of other RHP's, with a copy to the Union. A meeting shall be held within thirty (30) days of a request from the employee or group of employees, who may be accompanied to this meeting by a Union representative. The Chief Nursing Officer or equivalent will respond in writing to the employee, or group of employees, with a copy to the Union if applicable, within fifteen (15) days.
- (d) Upon receipt of a written response from the Chief Nursing Officer or equivalent, if the employee or group of employees in (c) above are not satisfied, the employee or group of employees, who may be accompanied by their Union Representative, may, within forty-eight (48) hours, request a meeting with the Chief Executive Officer (or their designate) and such meeting shall be held within thirty (30) days. The Chief Executive Officer (or their designate) will respond in writing to the employee, or group of employees, within fifteen (15) days of the meeting, with a copy to the Union if applicable.
- (e) It is agreed and understood that an employee or group of employees may in exceptional and urgent cases request an immediate meeting with the Chief Nursing Officer or equivalent who will make every reasonable effort to accommodate the request. The timelines provided for in (d) above will apply failing resolution at this meeting.
- (f) Only the timelines set out above are subject to Article 7 - Grievance and Arbitration Process.

- (g) The Hospital will provide access on the Hospital intranet, whereby members will have the ability to access a digital version of the Workload Review Form.

## **ARTICLE 10 - CONTRACTING OUT**

### 10.01 Contracting Out

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

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

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

In order to ensure compliance with this provision, the Hospital agrees that it will withdraw the work from any contractor who has failed to meet the aforesaid terms of the contracting-out arrangement until such time as the provisions of the collective agreement have been complied with.

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

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

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

During the meeting, the Hospital agrees to provide all pertinent information.

When a contractor or a sub-contractor is used in the hospital the Hospital will include the appropriate maintenance department employees' input in any reviews or consultations of the construction work.

### 10.03 Contracting In

Further to Article 9.08(f)(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 duties, as covered by this agreement, shall not be expanded beyond the extent of existing practice as of June 1, 1986.

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

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

### 12.01 Personal Leave

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

### 12.02 Union Business

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

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

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

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

Notwithstanding the above, time spent by the eight (8) Executive Board members and seven (7) Alternate Executive Board members of the Ontario Council of Hospital Unions to fulfill the duties of the position shall be in addition to leave for Union Business under this clause. Part-time and casual employees will be given full credit for seniority purposes for regularly scheduled hours missed in accordance with this provision.

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

#### 12.03 (a) Full-Time Position(s) with the Union

Upon application by the Union, in writing, the Hospital shall grant leave of absence, without pay, to an employee elected or appointed to full-time Union office. It is understood that no more than two (2) employees in the bargaining unit may be on such leave at the same time. Such leave shall be for a period of one (1) calendar year from the date of appointment unless extended for a further specific period by agreement of the parties. It is understood that no more than one (1) employee will be from the same unit of the Hospital, subject to operational requirements.

Seniority and service shall accrue at seven and one-half (7.5) hours per day to a maximum of thirty-seven and one-half (37.5) hours per week during such leave. The employee shall notify the Hospital of their intention to return to work at least four (4) weeks prior to the date of such return. The employee shall be returned to their former duties on the same shift in the same department and at the appropriate rate of pay, subject to any changes which would have occurred had the employee not been on leave.

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

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

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

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

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

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

12.04 Bereavement Leave

Any employee who notifies the Hospital as soon as possible following a bereavement will be granted bereavement leave for four (4) consecutive working days off without the loss of regular pay from regularly scheduled hours in conjunction with the death of the spouse, child, parent, sister, brother, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparent, grandchild, brother-in-law, sister-in-law, brother-in-law of spouse, sister-in-law of spouse, or grandparent of spouse. An employee shall be granted one (1) day bereavement leave without loss of regular pay from regularly scheduled hours to attend the funeral or memorial service or equivalent of their aunt, uncle, niece or nephew. The Hospital, in its discretion, may extend such leave with or without pay. Where an employee does not qualify under the above-noted conditions, the Hospital may, nonetheless, grant a paid bereavement leave. For the purpose of bereavement leave, the relationships specified in the preceding clause are deemed to include a common-law spouse and a partner of the same sex.

12.05 Jury & Witness Duty

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

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

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

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

#### 12.06 Pregnancy Leave

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

The employee's normal weekly earnings shall be determined by multiplying her

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

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

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

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

#### 12.07 Parental Leave

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

An employee who is an adoptive parent may extend the parental leave for such

greater time as may be required by the adoption agency concerned to a maximum total of six (6) months.

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

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

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

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

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

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

- (f) Credits for service and seniority shall accumulate for a period of up to sixty-one (61) weeks after the parental leave began, if the employee also took pregnancy leave, and sixty-three (63) weeks after the parental leave began otherwise, while the employee is on parental leave on the basis of what the employee's normal regular hours of work would have been.
- (g) The Hospital will continue to pay the percentage in lieu of benefits and its share of the pension contribution for a period of up to eleven (11) weeks while the employee is on parental leave. The Hospital will register these benefits with the Unemployment

Benefit Plan.

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

#### 12.08 Education Leave

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

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

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

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

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

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

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

#### 12.09 Pre-Paid Leave Plan

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

- (a) The plan is available to employees wishing to spread four (4) years' salary over a five

- (5) year period, in accordance with Part LXVIII of the Income Tax Regulations, Section 6801, to enable them to take a one (1) year leave of absence following the four (4) years of salary deferral.
- (b) The employee must make written application to the Hospital at least six (6) months prior to the intended commencement date of the program (i.e. the salary deferral portion), stating the intended purpose of the leave.
  - (c) The number of employees that may be absent at any one time shall be determined between the local parties. The year for purposes of the program shall be September 1 of one year to August 31 the following year or such other twelve (12) month period as may be agreed upon by the employee, the local Union and the Hospital.
  - (d) Where there are more applications than spaces allotted, seniority shall govern.
  - (e) During the four (4) years of salary deferral, 20% of the employee's gross annual earnings will be deducted and held for the employee and will not be accessible to the employee until the year of the leave or upon withdrawal from the plan.
  - (f) The manner in which the deferred salary is held shall be at the discretion of the Hospital.
  - (g) All deferred salary, plus accrued interest, if any, shall be paid to the employee at the commencement of the leave or in accordance with such other payment schedule as may be agreed upon between the Hospital and the employee.
  - (h) All benefits shall be kept whole during the four (4) years of salary deferral. During the year of the leave, seniority will accumulate. Service for the purpose of vacation and salary progression and other benefits will be retained but will not accumulate during the period of leave. The employee shall become responsible for the full payment of premiums for any health and welfare benefits in which the employee is participating. Contributions to the Hospitals of Ontario Pension Plan will be in accordance with the Plan. The employee will not be eligible to participate in the disability income plan during the year of the leave.
  - (i) An employee may withdraw from the plan at any time during the deferral portion provided three (3) months' notice is given to the Hospital. Deferred salary, plus accrued interest, if any, will be returned to the employee within a reasonable period of time.
  - (j) If the employee terminates employment, the deferred salary held by the Hospital plus accrued interest, if any, will be returned to the employee within a reasonable period of time. In case of the employee's death, the funds will be paid to the employee's estate.
  - (k) The Hospital will endeavour to find a temporary replacement for the employee as far in advance as practicable. If the Hospital is unable to find a suitable replacement, it may postpone the leave. The Hospital will give the employee as much notice as is reasonably possible. The employee will have the option of remaining in the Plan and rearranging the leave at a mutually agreeable time or of withdrawing from the Plan and having the deferred salary, plus accrued interest, if any, paid out to the

employee within a reasonable period of time.

- (l) The employee will be reinstated to their former position unless the position has been discontinued, in which case the employee shall be given a comparable job.
- (m) Final approval for entry into the pre-paid leave program will be subject to the employee entering into a formal agreement with the Hospital in order to authorize the Hospital to make the appropriate deductions from the employee's pay. Such agreement will include:
  - (i) A statement that the employee is entering the pre-paid leave program in accordance with this Article of the collective agreement.
  - (ii) The period of salary deferral and the period for which the leave is requested.
  - (iii) The manner in which the deferred salary is to be held.

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

#### 12.10 Medical Care and Emergency Leave

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

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

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

- the employee's spouse
- a parent, step-parent or foster parent of the employee or the employee's spouse
- a child, step-child or foster child of the employee or the employee's spouse
- a grandparent, step-grandparent, grandchild or step-grandchild of the employee or the employee's spouse
- the spouse of a child of the employee
- the employee's brother or sister

- a relative of the employee who is dependent on the employee for care or assistance.

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

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

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

#### 12.11 Compassionate Care Leave

- 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*.
- An employee who is on compassionate care leave shall continue to accumulate seniority and service.
- Subject to any changes to the employee's status which would have occurred had they not been on compassionate care leave, the employee shall be reinstated to their former duties, on the same shift in the same department, and at the same rate of pay.
- The employee and the Hospital will continue to pay their respective shares of the benefits and pension premiums.

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

#### 13.01 Injury Pay

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

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

#### 14.01 Daily & Weekly Hours of Work

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

half (1/2) hour unpaid meal break), and the regular work week will consist of thirty-seven and one-half (37 1/2) hours which may, at the discretion of the Hospital, be averaged over a two

(2) week period so that employees will normally work seventy-five (75) hours in the said two (2) period.

The meal period shall be an uninterrupted period except in cases of emergency. (Refer to Appendix E)

#### 14.02 Rest Periods

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

#### 14.03 Additional Rest Periods

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

#### 14.04 Extended Tours

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

### **ARTICLE 15- PREMIUM PAYMENT**

#### 15.01 Definition of Regular Straight Time Rate of Pay

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

#### 15.02 Definition of Overtime

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

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

#### 15.03 Overtime Premium and No Pyramiding

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

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

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

15.04 Time Off in Lieu of Overtime

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

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

15.05 Reporting Pay

Employees who report for any scheduled shift will be guaranteed at least four (4) hours of work, or if no work is available will be paid at least four (4) hours except when work is not available due to conditions beyond the control of the Hospital. The reporting allowance outlined as herein shall not apply whenever an employee has received prior notice not to report for work. Part-time employees scheduled to work less than seven and one-half (7 ½) hours per day will receive a pro-rated amount of reporting pay.

15.06 Call-Back

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

15.07 Standby

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

Standby pay shall, however, cease where an employee is called into work under Article

15.06 above and works during the period of standby.

15.08 Temporary Transfer

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

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

15.09 (a) Shift and Weekend Premium

Effective September 29, 2021, 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.

Effective September 29, 2021, employees shall be paid a weekend premium of one dollar and twenty-seven cents (\$1.27) per hour for all hours worked between 2400 hours Friday and 2400 hours Sunday, or such other forty-eight (48) hour period as may be agreed upon by the local parties.

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

(b) Definition of Shifts

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

15.10 Charge Nurse Premium

(a) Effective November 3, 2022, whenever a nurse is assigned overall responsibility for patient care on the unit, ward, or area, the nurse shall be paid a premium of two dollars (\$2.00) per hour in addition to their regular salary and applicable premium allowance.

(b) Before assigning a nurse to be in charge of a unit, the nurse will receive orientation to the role of the charge nurse on that unit. It is understood that such nurse may be assigned to any tour as part of the nurses orientation program, providing such assignment is in accordance with any scheduling regulations or objectives contained

in the Appendix of Local provisions which forms part of this Collective Agreement.

## ARTICLE 16- HOLIDAYS

### 16.01 Payment for Working on a Holiday

The holidays listed in the part-time local Appendix for the purposes of Article 16.01 shall be the same holidays as are listed in the full-time local 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) their straight time hourly rate of pay for all hours worked on such holiday.

### 16.02 Payment for Working Overtime on a Holiday

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

## ARTICLE 17 – VACATIONS

### 17.01 (a) Part-time Entitlement, Qualifiers and Calculation of Payment

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

### Progression on Vacation Schedule

Part-time employees, including casual employees, shall accumulate service for the purpose of progression on the vacation scale, on the basis of one (1) year for each 1725 hours worked.

### 17.02 Work During Vacation

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

17.03 Bereavement During Vacation

Where an employee's scheduled vacation is interrupted due to bereavement, the employee shall be entitled to bereavement leave in accordance with Article 12.04. The portion of the employee's vacation which is deemed to be bereavement leave under the above provisions will not be counted against the employee's vacation credits.

## **ARTICLE 18- BENEFITS FOR PART-TIME EMPLOYEES**

18.01 Benefits for Part-Time Employees

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

18.02 Voluntary Part-time Benefits

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

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

18.03 Union Education

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

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

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

19.01 Health & Safety Committee

- (a) The Hospital and the Union agree that they mutually desire to maintain standards of safety and health in the Hospital in order to prevent accidents, injury and illness.
- (b) Recognizing its responsibilities under the applicable legislation, both parties agree to comply with the University Health Network, Western Hospital's Joint Health and Safety Committee Terms of Reference dated June 14, 1990 and any amendments, deletions or additions made thereto during the term of this Collective Agreement. (Refer to Appendix L).
- (c) The Hospital agrees to co-operate reasonably in providing necessary information to enable the Committee to fulfill its functions.
- (d) Any representative appointed or selected in accordance with (b) hereof shall serve for a term of one (1) calendar year from the date of appointment, which may be renewed for further periods of one year.
- (e) The Union agrees to endeavour to obtain the full co-operation of its membership in the observation of all safety rules and practices.

#### 19.02 Infectious Diseases and the Precautionary Principle

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

quarterly basis. The Committee shall respect the confidentiality of the information.

- (f) Pregnant employees may, request to be temporarily transferred from their current duties, if in the professional opinion of the employee's physician a risk to the pregnancy and/or unborn child is identified. If a temporary transfer is not feasible, the employee will be granted an unpaid leave of absence before commencement of the pregnancy leave.

### 19.03 Violence

The Hospital and the Union agree that they have a shared goal of 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 behavior that 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 the 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 behavior previously or who could otherwise reasonably be considered to pose danger of exhibiting violent behavior.
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 subject to violence at the workplace. The timing and nature of such notification may be negotiated locally by the parties.

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

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

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

#### 19.04 Protective Footwear

Effective January 1, 2014 and on that date for each subsequent calendar year, the Hospital will provide \$120 per calendar year to each regular part-time employee who is required by the Hospital to wear safety footwear during the course of their duties. The employees who will be required to wear safety footwear will be negotiated locally and set out in the Local Provisions Appendix (K.05).

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 (K.05).

#### 19.05 Influenza Vaccine

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

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

will pay the full or incremental cost for the vaccine and will endeavour to offer vaccinations during an employee's working hours. In addition, employees will be provided with information, including risks and side effects, regarding the vaccine.

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

## ARTICLE 20- COMPENSATION

### 20.01 (a) Job Classification

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

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

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

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

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

(b) Job Descriptions

A copy of the current job description for a bargaining unit position shall be made available to the Union upon request. When job descriptions/duty lists of current classifications are amended a copy shall be sent electronically via email. When a new classification which is covered by terms of this collective agreement is created, a copy of the job description shall be forwarded to the Union at the time that the Hospital notifies the local Union of the rate of pay pursuant to article 19.01(a) above.

20.02 Assignment of Duties from Another Classification

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

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

20.03 Promotion to a Higher Classification

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

20.04 Wages and Classification Premiums

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

20.05 Progression on the Wage Grid

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

(1) year for each 1725 hours worked.

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

#### 20.06 Retroactivity and Wage Increases

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

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

#### 20.07 Wage Increases

September 29, 2021	4.75%
September 29, 2022	3.50%

## **ARTICLE 21 - FISCAL ADVISORY COMMITTEE**

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

### 21.01

- (a) The Union's representative(s) will be included in the consultation and planning process from the early phases of the budget planning process, through representation on the Fiscal Advisory Committee or equivalent committee to its final stages of completion, to assist the Hospital in minimizing layoffs or job loss, and in developing labour adjustment strategies where necessary, and in otherwise minimizing adverse effects on CUPE-represented employees through program or service restructuring.
- (b) Where the Hospital experiences unforeseen circumstances that will necessitate changes to its budgetary plans which have been approved by the Ministry of Health, or the Local Health Integration Network, the Hospital agrees that revisions to the budget will be carried out in consultation with the Union
- (c) In furtherance of the foregoing, and, where possible, in advance of any scheduled

FAC or equivalent committee meeting, the Hospital agrees to provide to the Union in a timely way any financial and staffing information pertinent to its budget, or to any other re-structuring plan that would affect the Union's members.

- (d) It is understood that employee time spent at FAC or equivalent committee meetings shall be deemed to be work time for which the employee shall be paid by the Hospital at their regular or premium rate as may be applicable.

## **ARTICLE 22 - APPRENTICESHIP COMMITTEE**

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

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

## **ARTICLE 23 - DURATION**

- 23.01 Term

This agreement shall be binding and continue 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

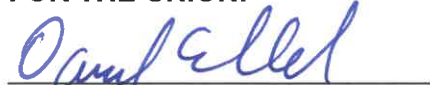



Notwithstanding the foregoing provisions, in the event the parties to this Agreement agree to negotiate for its renewal through the process of central bargaining, either party to this Agreement may give notice to the other party of its desire to bargain for amendments on local matters proposed for incorporation 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

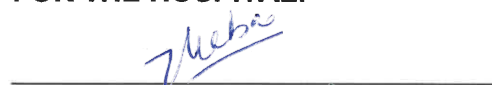

participation in central negotiations, if any, and the conditions for such central bargaining.

Dated at Toronto, Ontario, this 24 day of Sept 2024.

**FOR THE UNION:**

**FOR THE HOSPITAL:**

  
  
Laura Bernstein  
Adassa Wilson  
Colin Ashley  
Vlad Djuric  
Bridget Flood  
Pearl Chen  
Anisha Gopie

### APPENDIX A: NON-RPN WORKLOAD COMPLAINT FORM

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

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

**SECTION 1: GENERAL INFORMATION**

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

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

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

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

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

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

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

**SECTION 2: WORKING CONDITIONS**

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

Type of Work Being Performed (please describe)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

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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)**

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

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

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

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

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

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

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

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

**SECTION 6: 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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**APPENDIX B: RPN WORKLOAD COMPLAINT FORM**

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

**SECTION 1: INFORMATION**

Name(s) Of Employee(s) Reporting:	
Employer:	Unit/Program:
Date of Occurrence: Shift	Time: <input type="checkbox"/> 7.5 Hr Shift <input type="checkbox"/> 11.25Hr
Name of Supervisor:	Date/Time Submitted:

**SECTION 2: DETAILS OF OCCURRENCE**

Provide a concise summary of the occurrence:

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

**SECTION 3: INITIAL ATTEMPT AT RESOLUTION**

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

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

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No      Why not?

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

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

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No      Why not?

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

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

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No      Why not?

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<b>SECTION 4: WORKING CONDITIONS/CONTRIBUTING FACTORS</b>
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In order to effectively resolve workload issues, please provide details about the working conditions **at the time of occurrence** by providing the following information:

# of scheduled staff  RPN \_     RN \_     Unit Clerk \_     Service Support \_

# of staff working  RPN \_     RN \_\_\_\_     Unit Clerk \_\_\_\_     Service Support \_\_\_\_

# of agency staff     Yes    How many? \_\_\_\_     No

# of RPNs on overtime     Yes    How many? \_\_\_\_     No

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

Absence/Emergency leave     Sick call(s)     Vacancies

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

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

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

Number of Admissions. Provide details: .....

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

**SECTION 5: RPN RECOMMENDED SOLUTIONS**

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

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

Provide details for each checked box above:

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

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**SECTION 6: EMPLOYEE SIGNATURES**

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

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

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

Date submitted: .....

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**SECTION 7: MANAGEMENT COMMENTS**

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**Process as outlined in Article 9.15 {bl - {d)}**

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

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

**Step 3** *If the supervisor's response is unsatisfactory, the employee(s) may submit\*\*t a Workload Complaint Form to the CNO within 48 hours, with a copy to the Union. A meeting with the CNO will be held within 30 days. A Union representative may attend this meeting.*

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

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

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

\*This form may be submitted via email

**APPENDIX OF LOCAL ISSUES**

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

- A. Management Rights
- B. Recognition of Bargaining Unit
- C. Dues Deduction, Remittance and Lists
- D. Seniority Lists
- E. Scheduling
- F. Holidays
- G. Vacation
- H. Bulletin Boards
- I. Communication
- J. Uniforms
- K. General Provisions
- L. Health and Safety
- M. Pay Day- Direct Deposit
- N. Overtime Meal Allowance
- O. Tool Allowance
- P. Executive Board Leave
- Q. Union Representation and Committees
- R. Access to Files
- S. Job Posting
- T. Guidelines for Use of Part-time and Temporary Employees
- U. Injury and Disability
- V. Transfer to Lower Paying Classification
- W. Wages and Classification Premiums
- X. R.P.N. Skill Utilization
- Y. Parking
- Z. Union Social Fund

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

## **APPENDIX OF LOCAL ISSUES**

### **A. MANAGEMENT RIGHTS**

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

### **B. RECOGNITION OF BARGAINING UNIT**

- (01) The Hospital recognizes the Union as the sole collective bargaining agent of all employees of Toronto Western Hospital at 399 Bathurst Street, in the city of Toronto who are regularly employed for not more than twenty-four (24) per week and students employed during the school vacation periods, save and except professional staff, medical staff, graduate nursing staff, undergrad nurses, paramedical personnel, office and clerical staff supervisors, foreman and assistant chief engineer, and persons above the rank of supervisors.

For clarity, the term paramedical employee includes: such classifications as occupational therapists, speech therapists, speech pathologists, physiotherapists, therapeutic and administrative dietitians, registered and non-registered pathological technologists, radiological technologists (radiography), radiological technologists (nuclear medicine), registered and non-registered respiratory technologists, registered and non-registered EEG, ECG and ophthalmology technicians, registered and non-registered ultrasound technologists, glaucoma technicians, ear-nose and throat technicians, cardiovascular technicians, electroencephalographists, electrical shock therapists, laboratory technicians, laboratory assistants, electronic technicians, psychometrists, pharmacists, pharmacy technicians, psychologists, remedial gymnasts, medical records librarians, social workers, child careworkers, nutritionists, dental health educators and bio-medical technicians.

The Board notes the agreement of the parties that "paramedical personnel" also includes psychometry technicians, chiropodists, parental instructors, audiologists, research assistants, dental assistants, perfusionists, clinical instructors, medical photographers, technical assistants, entrostomol therapists, respiratory therapists, hyperbaric controllers, hyperbaric attendants and health records administrators.

It is agreed that the above clarification will not result in displacing any employees presently considered by the parties to be in the bargaining unit.

- (02) Whereas Toronto Western Hospital and Toronto General Hospital were amalgamated creating the University Health Network, the parties agree and it is hereby understood that this collective agreement applies only to the pre-existing Toronto Western Hospital site, located at 399 Bathurst Street, Toronto, Ontario.

**C. DUES DEDUCTION, REMITTANCE AND LISTS**

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

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

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

**D. SENIORITY**

- (01) A seniority lists showing the names, seniority dates and classifications of employees will be prepared by the Hospital and posted on the UHN Intranet site during the first week in January and the first week of July each year. The Hospital will provide the Union with an electronic copy of the seniority list in Excel format.
- (02) Subject to the provisions of Articles 9.05 and 9.06 errors or omissions in a list posted in accordance with D.01 shall be corrective on application of the union of the employees concerned, provided:

Such error or omission relates to the period subsequent to the date of the most recent approved list, and

The error omission is forwarded in writing to the attention of the Records Department, People & Culture within fifteen (15) days of the posting date except as provided for under D.03.

- (03) If no written protest is received by the Records Department, People & Culture concerning the seniority list posted in accordance with D.02 within fifteen (15) days of the day it was posted, it shall become final, subject to revision with respect to any employee who has been absent because of illness, accident, leave of absence, vacation, or lay-

off and who files a seniority correction form within fifteen (15) days of their return to work.

- (04) If a written protest is received by the Hospital on the proper form within the time limits set out in D.02, the protests shall be resolved by the Hospital and Union within twenty-one (21) days. The resulting revised seniority list will be posted within seven (7) days of such revision unless otherwise agreed by the parties. The only protests on the revised list that will then be subject to the time limits established in D.02 (ii) and the process described in D.04. The resulting list shall become final and shall be signed by the Hospital and the Union.
- (05) Any protest not resolved under D.04 may be the subject of a grievance to be initiated by the Union Step 3 of the Grievance Procedure.
- (06) Once a seniority list has been posted in accordance with D.04, and has been signed by the Hospital and the Union the only protests which will be considered against the next posted list shall be protests relative to changes to individuals since the date of the most recent signed list.
- (07) The parties may by mutual consent correct administrative errors.

Transfer of Seniority and Service Between CUPE LOCAL 5001 TW & TG Hospital  
Bargaining Units and Vice Versa

- (01) Employees transferring between the sites of the University Health Network will be allowed to have seniority and service ported from bargaining unit to bargaining unit under the following circumstances:
  - (a) Transfer of services
  - (b) Subject to mutual agreement between the Union and the Hospital to minimize the adverse effects of a lay-off.
  - (c) Filling of permanent vacant positions.
- (02) Where there are no successful applicants to a permanent vacancy at the site with the vacancy, employees from the other site may be considered for such vacancy before hiring external applicants in accordance with Article 9.05 and the Job Posting Appendix.
- (03) The Hospital agrees with respect to transfer of services from site to site that they will, where practical, provide the Union with not less than sixty (60) calendar days' notice but not less than thirty (30) calendar days.

The Hospital will meet with the Union to discuss such moves including:

- (a) The service affected.
- (b) The names and classifications of employees affected.
- (c) The mechanics of the move including the time frame.

(04) Some of the guidelines to be considered under D.03 above are as follows:

- i. The provisions of the receiving Collective Agreement will be respected and adhered to.
- ii. Employees affected will be given the choice of moving with their service or being placed in a comparable vacant position at their existing site subject to their qualifications and indicated preferences. The Hospital, affected employee(s) and the Union will meet to review comparable vacant positions. If no suitable comparable position is available the employee(s) shall be able to exercise their seniority rights including lay-off and recall as per the Collective Agreement.
- iii. It is understood that employees will not be transferred from one site to the other without their consent. In the event they elect to transfer, employees will have up to six (6) months to request a return to their former site. The time of such return will be subject to a comparable vacancy being available and in accordance with the job posting selection criteria provisions under the respective Collective Agreements.
- iv. No transferring employee will suffer a reduction in wages as a result of a transfer.
- v. The transferring employee will be enrolled in the receiving site's benefits plans and waiting period will be waived.
- vi. An employee transferring from Western to General Hospital will have sick leave credits converted to a sick leave bank which shall be utilized to supplement payment for sick leave days under the General Hospital sick leave plan which would otherwise be at less than full wages. Any remaining sick leave bank credits thereafter shall be frozen and subject to payout on termination of employment in accordance with the provisions of Article 13.01 of the Western Hospital Collective Agreement.
- vii. An employee transferring from the General to the Western Hospital will continue to be covered by the HOODIP or equivalent sick leave plan.
- viii. All employees will retain their present level of vacation entitlement or change to that of the receiving site, whichever is greater.
- ix. Any transferring employee who has not completed their probationary period at the transferring site will complete the balance of the period required at the receiving site. Those employees who have completed probation will not serve a new probationary period.
- x. When an employee's job is transferred to the other site, such position will not be posted pursuant to Article 9.05, of the Full-time Collective Agreement, or Article 9.05 of the Part-time Collective Agreement unless the employee refuses the transfer.
- xi. Employees shall not transfer nor be entitled to apply for a vacant position

within the bargaining unit at the new site for six (6) months from the date of transfer to the new site, unless there are no qualified applicants at the new site.

#### Transfer of Seniority Outside of the Bargaining Unit

The Hospital and the Union agree to apply the language and provisions of Article 9.06 of the Central Agreement as follows:

- (01) When a bargaining unit member is transferred by the Hospital (but with their consent) or accepts a temporary posting into a position outside the bargaining unit, the union will be notified prior to the transfer taking effect, and will be given particulars regarding the position, length of assignment etc.
- (02) Where the assignment is at the instigation of the Hospital and is for a six (6) month period or less, the vacancy created by the assignment will be posted as a temporary vacancy of up to six (6) months, as per Article 9.06 and the bargaining unit member will be allowed to return to their previous position, at the end of the assignment.
- (03) Temporary assignments may be extended from six (6) months for a further six (6) month or up to one (1) year by mutual consent between the Hospital, the union and the employee, with the extension of the right to return to their position (paragraph 2) extended also to one (1) year with a re-posting of the temporary vacancy for up to six (6) months.
- (04) In the event that the Hospital requests of the extension of the temporary assignment beyond one (1) year, it must be with the mutual agreement of the union and the employee. The position previously held by the bargaining unit member will then be posted as a permanent vacancy, and the employee will return to the unit pursuant to the provision of Article 9.06(b) (Central).
- (05) If a bargaining unit member accepts a posting into a temporary position outside the unit, their return to the bargaining unit will be pursuant to the provisions of Article 9.06(b) (Central).
- (06) In the event that a bargaining unit member accepts a posting into a permanent non-union position, the union will be notified and it is understood that all rights under the collective agreement will cease.
- (07) If a bargaining unit member currently in a temporary assignment outside of the bargaining unit in excess of six (6) months, and up to twenty-three (23) months, the Hospital will notify the union, and the parties will meet with the bargaining unit member to discuss Article 9.06(b) (Central).
- (08) Nothing in this agreement will change or modify the current language pertaining to temporary transfers outside of the unit resulting from redeployment or modified work/accommodation provisions.

## **E. SCHEDULING (Refer to Article 14)**

- (01) The Hospital does not guarantee any hours of work per day or days of work per week to any part-time employee covered by this part-time agreement.
- (02) A regular shift shall comprise seven and one-half (7-1/2) working hours (exclusive of meal times) and average seventy-five (75) hours during bi-weekly pay periods. It is understood that regular hours include those require to accommodate the change from Daylight Saving to Standard Time and vice versa and to which the provisions of Article 14 shall not apply. This provision shall not be construed as a guarantee of a specific number of hours of work per day or days of work per week, nor as a guarantee of work schedules.
- (03) There will be no split shifts.
- (04) For regular part-time employees, regular shift schedule will be posted four (4) weeks in advance of becoming applicable, and will not be changed unless emergency or unusual circumstances arise. Changes to posted work schedule shall be brought to the attention of the employee.
- (05) Advance request for special days off shall be submitted in writing to the Supervisor at least two (2) weeks in advance of the posting date except in cases where it is not practicable to do so. Approval will be subject to the operational requirements of the department.

(06) Change of Shifts

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

(07) Notice of Absence or Lateness

An employee shall make every reasonable effort to provide their Supervisor or designate with at one (1) hours' notice of an expected lateness of absence from work on a day shift and evening shift and at least three (3) hours' notice of expected lateness or absence from work on a night shift. A reason for the lateness must be provided at the time of notice as well as an estimated time of arrival (refer to Article 15).

(08) Notice of Return Following Absence

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

they are available to work.

(09) Mutual Shift Exchange

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

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

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

Mutual shift exchange requests shall not be unreasonably denied.

(10) Extended Shifts

Where extended shifts are currently in place in the Hospital, such shifts will continue on the same terms and conditions as they were in September 27, 2004.

The Hospital will not seek to introduce extended shifts in any new departments except for departments with RPNs (OR Department).

Extended shifts may be instituted for employees that are in favour of working extended shifts and where the Hospital is desirous of instituting extended shifts.

In addition, where there are more than eight (8) employees in a particular unit who would be affected by the change to extended shifts, extended shift may be instituted when eight percent (80%) of the affected employees have indicated their willingness to work extended shift by secret ballot. Such vote will be conducted by the Union.

In addition, where there are fewer than eight (8) employees in a particular unit who would be affected by the change to extended shifts, extended shift may be instituted when fifty percent (50%) plus one (1) of the affected employees have indicated their willingness to work extended shift by secret ballot. Such vote will be conducted by the Union.

Hours of Work

A regular extended shift shall comprise 11.25 consecutive hours in any 24 hour period, (exclusive of meal times) and average seventy-five (75) hours during bi-weekly pay periods. Each employee shall be allowed break periods totaling 45 minutes without reduction of pay and without increasing the regular working hours.

Overtime

For extended shift purposes, overtime premium of time and one half (1 ½), the regular straight time hourly rate will be paid for all authorized work performed in excess of 11.25 consecutive hours in any 24 hour period of 75 hours in a bi-weekly pay period.

Holidays

In accordance with Article 16 of the Full-time Collective Agreement, an employee will receive eleven (11) paid lieu days of seven and one half (7 ½) hours and one (1) Anniversary day of seven and one half (7 ½) hours.

Vacation

Scheduling of vacations will be based upon vacation hours which will be determined by taking the normal vacation entitlement (Article 17) times seven and one half (7 ½) hours per day e.g., three (3) week entitlement totals (15 working days x 7 ½) 112.5 hours.

Sick Leave Provisions

Short term sick leave will be paid according to regular scheduled hours up to a total of five hundred and sixty-two and one-half (562.5) hours: i.e., 75 working days x 7.5 hours.

Job Posting

For a vacancy under Article 9.05, it will indicate that the particular job has extended hours (11.25 hour scheduled shifts). Successful applicants will be required to work such schedules.

The foregoing guidelines may not be all inclusive and may be subject to change or additions during the life of this Collective Agreement.

(11) Self-Scheduling

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

(12) Wash-up Time

Employees shall be allowed a ten (10) minute wash-up time immediately prior to the end of each shift of work.

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

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

## F. HOLIDAYS (Refer to Article 16)

(01) The following days shall be designated as holidays:

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

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

- (02) Employees will be entitled to premium pay for work on a holiday only after one hundred and fifty (150) hours have been worked.
- (03) Service to the public is essential. Therefore, it will be necessary that sufficient employees work on the Holidays set out above to permit satisfactory operation of the Hospital. If a day off in lieu of a Holiday is requested, it may be granted within thirty (30) days preceding or succeeding the Holiday, at a time mutually agreeable to the employee and the department.
- (04) The Hospital shall pay employees who work on any of the Statutory Holidays at the rate of time and one-half (1/2) their regular rate of pay. In order to qualify, an employee must comply with the criteria set out in the Employment Standards Act of Ontario.
- (05) In order to qualify for premium payment on a designated Holiday, an employee must work their regularly scheduled full shifts immediately preceding and succeeding the Holiday, except where absence on either of the said full shift only, was due to verified personal illness, or prior arrangements with respective Manager or designate have been made.
- (06) Except in case of emergency, employees who work on Christmas Day will not be required to work on New Year's Day. Employees will be scheduled off for two (2) consecutive days at either Christmas or New Year's Day.
- (07) An employee who is absent on any of the above-named holidays after being required to work forfeits all pay for that day unless absence is due to illness verified by a Doctor's certificate.
- (08) Leaves for Religious Observance

The Hospital shall accommodate an employee's request to be absent from work to meet religious obligations. Each case will be examined on an individual basis in an effort to facilitate the requested time off without suffering loss of income.

Efforts of accommodations may include the use of shift exchanges in case of shift workers, variable work hours (compressed work week), substitution of any of the statutory holidays, floater days, use of banked hours, lieu time, vacation time or any other individual arrangement satisfactory to both the employee and the Hospital.

### Procedure

- i The employee shall give the Manager/Supervisor at least two (2) weeks written notice of the day(s) they wish to take off to meet religious obligations.
- ii The Manager/Supervisor will make every effort to allow the employee to be absent from work without suffering loss of income.
- iii The Manager/Supervisor will discuss and decide with the employee how the religious holiday will be accommodated, e.g., shift exchanges in the case of shift workers, variable hours of work (compressed work week), vacation time, lieu time, individual arrangements for make-up time such as week-end work, etc.

### Application

This covers all permanent full-time and part-time employees.

### **G. VACATION (Note: Refer to Article 17)**

- (01) Where it is practicable to do so, vacations will be granted according to Hospital site seniority on departmental basis. Requests shall not be unreasonably denied.
- (02) Vacation pay shall be calculated on the basis of the appropriate percentage of the employee's gross earnings during the twelve (12) month period ending December 31.
- (03) Vacation pay shall be paid once annually before the end of December each year.
- (04) Where an employee's scheduled vacation is interrupted due to a serious illness requiring the employee to be an in-patient in a hospital, the period of such hospitalization shall be considered unpaid sick leave. The vacation time lost as a result of such hospitalization shall be rescheduled.
- (05) Vacations shall not be cumulative from one year to another. However, accumulation, on request by the employee, of a maximum of one (1) week vacation credit for up to one year forward is permitted except to the extent the Hospital can demonstrate that scheduling such extended vacation is not administratively feasible.
- (06) The parties agree to the following procedure for vacation scheduling:
  - (a) Bargaining Unit members will submit their vacation request by November 15 of

each year for the following calendar year (January 1 to December 31);

- (b) The Hospital shall post a vacation schedule using the current practice in each department in accordance with (a) by November 30<sup>th</sup> of each year;
- (c) The balance, if any, of any employee's vacation allotment will be considered on a "first come, first served" basis; and
- (d) Any remaining unused vacation shall be subject to the terms and conditions of the collective agreement and any policies that the Hospital has on this subject matter.

#### **H. BULLETIN BOARDS**

- (01) The Hospital shall provide bulletin boards at the following locations:
  - (a) Adjacent to Atrium 1<sup>st</sup> Floor
  - (b) Housekeeping Area/South East Basement
  - (c) 5<sup>th</sup> Floor Main Pavilion
  - (d) Adjacent to MDRD
- (02) It is agreed that with the exception of notices of union meetings, no material will be placed on the boards without prior approval of the Senior Director, Labour Relations or designate(s) and that all such notices must be signed by a recognized Union Officer. In the case of notices of meetings, the Secretary of the Union will be responsible for placing and removing the notices.

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

#### **I. COMMUNICATION**

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

#### **J. UNIFORMS**

- (01) Each employee who is required by the Hospital to wear a uniform or jacket of the Hospital's choice shall be supplied with such wearing apparel by the Hospital, which shall be laundered by the Hospital. Such apparel may be worn during personal errands on the employee's meal break.
- (02) Uniforms will be replaced as required. Old and/or torn uniforms are required to be returned to the Hospital in order to receive the replacement uniform.

- (03) On the termination of employment, such uniform, jackets, and ID badges must be surrendered to the Hospital within three (3) days of termination of employment.
- (04) Where uniforms are not currently provided (Patient Care Assistants) the Hospital will compensate each employee \$50.00 annually to be paid out on the first pay cheque of each year. Retroactive to January 2003.

## **K. GENERAL PROVISIONS**

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

(02)

- a) It is the employee's responsibility to notify the People & Culture Department of changes in marital status or beneficiary.

- b) Change of Address

It shall be the duty of the employee to notify the Hospital within seven (7) days promptly of any change of address and telephone number. If an employee fails to do this, the Hospital will not be responsible for failure of a notice sent by registered mail to reach such employee

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

(04) Notification to Union

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

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

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

(05) Protective Footwear

The Hospital will require employees performing the following functions to wear appropriate safety footwear:

- a) Maintenance
- b) Housekeeping (Project and Waste Handlers)
- c) Stores (only where frequently working in Storage areas)
- d) Porterage (as determined by the Hospital)
- e) Nutrition Services (as determined by the Hospital)
- f) Linen/Laundry/Transportation

If a new posting is created, or for current positions either party believes that safety shoes are a requirement, the issue will be placed before the Joint Health and Safety Committee for a final decision.

Management may require other individuals to wear safety shoes regularly or on a per assignment basis if it believes that such a requirement is necessary given the individual's regular duties or given the nature of a particular assignment. Where employee with a shoe allowance.

#### (06) Project Team

The Project Team is a group of Tradespersons who perform special project work at both the TWH and TGH UHN locations.

All members of the Project Team, with the exception of Supervisory/Management are members of the CUPE bargaining unit.

All CUPE members on the Project Team and/or working in Plant Operations/Plant Maintenance should be aware that any point in time, they may be required to crossover and perform duties of the Project Team or of the site as required. All positions are expected to work variable shifts, including weekends and evenings.

It is agreed that there shall be no contracting out of service/duties normally performed by the Project Team, (projects up to a maximum budget of fifty thousand), unless an extraordinary/emergency situation occurs, that potentially affects the normal operation of UHN services/departments, or has a potentially negative impact on same or any UHN employee, customer or visitor.

It is further agreed that management shall provide reasonable notice to the union, regarding any changes that may affect the makeup and function of the Project Team, which, in turn, would have an effect on the members of the Project Team.

#### (07) Education

The parties agree that in cases where it has been determined by management that an employee would benefit from English as a second language and/or literacy training that would assist the employee in discharging their work duties, management will give consideration to providing such training.

### **L. HEALTH AND SAFETY**

- (01) The Hospital is committed to providing a safe and healthy work environment and takes all reasonable steps to ensure the protection and safety of all employees, by advising them of

potential or actual hazards, ensuring employees work in compliance with all statutory and Hospital requirements when reporting safety hazards, and provide training in the appropriate measures and procedures.

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

Joint Health and Safety Committee:

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

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

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

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

(02) Violence in the Workplace

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

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

(c) Measures and Procedures To Prevent Violence To Employees

The Hospital shall establish and maintain measures and procedures and take all reasonable steps to control and/or reduce health and safety risks and protect all

employees from workplace violence and harassment that may occur in the workplace.

(d) Function of the Joint Health & Safety Committee

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

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

(e) Training

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

(f) Support and Counselling

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

(g) No Discrimination or Dismissal

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

(h) Disputes

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

(03) Injury Prevention & Training

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

(04) Infectious Disease

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

### **M. PAY DAY - DIRECT DEPOSIT**

- (01) The Hospital agrees that net pay shall be deposited every second Thursday except when interfered with the occurrence of a Statutory Holiday. In these cases, the Hospital will advance the payday by one day. On each payday, each employee shall receive an itemized electronic statement of their wages and deductions.
- (02) The Hospital agrees to make electronic pay stubs available on the day prior to pay day to employees scheduled to work the afternoon shift on the day prior to pay day or when the pay day falls on the employees' day off.
- (03) The Hospital also agrees to provide employees on night shift on the normal payday their electronic pay statements on the morning of the payday.
- (04) Employees may upon giving three (3) weeks' notice (21 calendar days), except in the cases of emergency, receive a vacation advance prior to taking their vacation.
- (05) Where a payroll error has occurred in excess of five dollars (\$5.00) for which the Hospital is responsible and such error has been verified by the payroll department, an employee may obtain an advance not to exceed the amount of the error within seven (7) calendar days.

### **N. OVERTIME MEAL ALLOWANCE**

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

### **O. TOOL ALLOWANCE**

The Hospital will provide a tool allowance for a specific amount to trade employees and non-trade employees requiring tools. The trade employees will receive \$115 each, while the non-trade positions that require tools will receive \$60 each, as listed below. Non-trade positions not requiring tools will not receive a tool allowance. In place, they will have all of their applicable tools provided to them by UHN and these tools will remain as UHN property.

Effective January 1<sup>st</sup> and on that date for each subsequent calendar year thereafter, the Hospital will provide the applicable sum noted above for each employee.

#### **Trade Positions**

Carpenter	Apprentice, Plant Operations
Carpenter, Maintenance	Machinist, Maintenance
Lead Hand, Plant Operations	Lead Hand – Plant Ops
Electrician	Machinist, Maintenance

Electrician, Maintenance  
 Electrician (shift), Maintenance  
 Electrician, Plant Operations  
 Mechanic, Maintenance  
 Apprentice, Plant Operations  
 Mechanic, Plant Operations

A/C Mechanic, Ops  
 A/C Mechanic, Ops -temp  
 Plumber, Maintenance  
 Steamfitter, Ops  
 Plumber (shift), Maintenance

**Non-Trade Positions (Requiring Tools)**

Locksmith, Maintenance  
 Building Operator  
 Electronics, Maintenance  
 Sterilizer, Ops  
 Maintenance Worker, Maintenance  
 Maintenance Worker – Shift Maintenance

**Non-Trade Positions (No Tools)**

Storeperson, Plant Ops  
 Plasterer  
 Painter

**P. EXECUTIVE BOARD LEAVE**

(01) The Hospital may provide a leave of absence without pay to Local Executive Board Members who work the afternoon or night shifts for up to four (4) scheduled hours in order to attend the monthly general and/or executive board meetings, provided that a written request is received two (2) weeks prior to the meeting and provided that, in the opinion of the Hospital, such absence does not interfere with the continuance of the efficient operations of the Hospital. The Union must inform the Hospital in writing of its members who are Executive Board Members and keep such list up to date or the Hospital will not be required to provide such leave as requested under this Article.

(02) Union Business

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

The total accumulation of such leave shall not exceed seventy (70) working days in any calendar year. If the Union so requests, the total accumulation may be extended at the discretion of the Hospital if the Union demonstrates that it is conducting an extraordinary amount of union business in a given year.

## Q. UNION REPRESENTATION AND COMMITTEES

### (01) Grievance Committee

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

### (02) Stewards

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

The Hospital acknowledges the right of the Union to appoint or otherwise select) one (1) steward to assist employees in the presentation of any grievance that may arise provided that not more than two (2) employees from any one department are stewards and further provided that not more than one (1) employee from a department or area of fifteen (15) employees or less is a steward. For purposes of this clause, the departments shall be defined as:

- Facilities
- Nutrition Services
- Medical Device Reprocessing Dept. (MDRD)
- Environmental Services
- Hospital Assistants
- Linen Services
- Material Management (Stores/Receiving)

Nothing in this clause shall prevent the steward from another department or Union Executive member from acting in the absence of the regular steward.

When the Steward designated to represent an employee in the particular department or area is not available to assist an employee from that area in the presentation of a grievance, the employee may request the assistance of one of the other Stewards.

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

It is understood the employee shall have the responsibility to ensure a Union Representative is present.

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

(03) Dual Capacity

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

(04) Official Notice

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

(05) Local Bargaining Committee

The Hospital agrees to recognize a negotiating committee comprised of not more than five (5) hospital employee representatives of the Union for the purpose of negotiating a renewal collective agreement covering full-time and part-time service workers.

(06) Representative of Canadian Union

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

(07) Labour-Management Committee

The Hospital will recognize a Labour-Management Committee consisting of not more than five (5) employees, including the President of CUPE Local 5001.

(08) Local President

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

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

(09) On Leave and Applicable Payments

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

is to be compensated at straight time or time off in lieu as agreed to by both parties for the applicable time.

If the CUPE representative is called into the workplace to attend meetings on their regularly scheduled day off including vacation, one of the following scenarios will apply:

- (a) The employee will be compensated at straight time for a minimum of thirty (30) minutes, or the length of the meeting if it exceeds thirty (30) minutes, or
- (b) The employee will be allowed to take a day off with pay, at a date that is agreed to by both parties, if the employee has been involved in an all day meeting.

## **R. ACCESS TO FILES**

- (01) No document shall be used against an employee where it has not been brought to their attention in a timely manner.
- (02) Notwithstanding Article 8, upon review of a file, should the employee believe any counseling letter, whether it is referred to as non-disciplinary or not is no longer applicable and has been on file for 12 months, they may request that such documentation be removed. Such request shall not be unreasonably denied.
  - (i) The Hospital will provide the Union copies of all correspondence to employees concerning attendance, expectation letters and/or letters that can lead to discipline. This information will be provided electronically via email.
- (03) Any evaluation which is to be placed in an employee's file shall be reviewed with the employee. The employee shall initial such evaluation as having been read and shall have the opportunity to add their views to such evaluation prior to its being placed in the file. Such evaluation cannot support disciplinary action against the employee.
- (04) An employee will receive a copy of the record placed in their personnel file, of any disciplinary action taken against them. Upon written request each employee shall have within two (2) business days reasonable access to medical files for the purpose of reviewing such file in the presence of the Director of Health Services or designate. An employee may request and receive a copy of specific medical information contained in this file.

## **S. JOB POSTING (Note: See also Job Posting 9.05)**

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

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

1. First consideration will be given to applicants belonging to the same CUPE bargaining unit as that of the posted position (Toronto Western Hospital - PT/Casual). Such applicants will be considered in order of seniority.
2. Second consideration will be given to CUPE Local 5001 applicants belonging to the same bargaining unit site, in order of seniority (Toronto Western Hospital - FT; FT Clerical; Part-time/Casual Clerical).
3. Third consideration will be given to the other CUPE Local 5001 bargaining unit sites (Toronto General Hospital in order of seniority, regardless of the bargaining units to which they belong (Full-time; Part-time/Casual).
4. Fourth consideration will be given to applicants belonging to other CUPE bargaining units within the University Health Network, prior to considering persons who are members of CUPE bargaining units within the University Health Network. It is understood that the successful candidate shall remain in the same position for a duration of six (6) months prior to being considered for any postings, regardless if it is a promotion or status change opportunity.

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

Note: For the purpose of calculating reciprocal seniority, the following formula will apply:

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

- (03) A job shall not be considered vacant for posting where the employee is on vacation, is absent due to illness or leave of absence, or on lay-off subject to recall.
- (04) The Hospital shall forward to the Union at the same time it is being sent to the respective department where the vacancy exists, electronically, via email, a copy of the internal applicant list, within ten (10) business days of the end of the posting procedure.

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

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

(05) Temporary Positions

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

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

- (j) when part timers are not available;
- (k) where specialized skills are needed;
- (l) a shortage of labour in skilled;
- (m) licensed positions within the bargaining unit;
- (n) where a temporary position is expected to exceed 6 months; or
- (o) where the temporary position is in the Support Services Department.

(06) Successful Candidate List

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

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

(09) Job Posting

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

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

(10) Changes in the Qualifications

The Hospital will meet with the Union to discuss any changes in the qualifications before the changes are implemented. It is understood that at this meeting, the Hospital will outline to the Union the reasons for the changes.

- (11) Where a successful applicant declines the position before the start date, or leaves/is removed from the position before the end of the trial period, the Hospital may award the position, without re-posting it, to the next qualified applicant. Where that applicant leaves or is removed from the position before the end of the trial period, the Hospital will post the position in accordance with Article 9.05.
- (12) At the request of the employee, the Hospital will discuss with the unsuccessful applicants ways in which they can improve their qualifications for future postings.
- (13) In order to be considered for a vacancy, employees must submit an application within the posting period through the Hospital's Career intranet "On-Line Application" website. UHN will acknowledge, via email, that the employees' application has been received.
- (14) Should a job posting be cancelled and required to be re-posted, the Hospital agrees to provide to the Union, the reasons for such cancellation.

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

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

Notwithstanding the above, the parties agree that the Hospital may assign employees to temporary vacancies in Housekeeping that are due to vacation during the summer

vacation season for the duration of the required vacation coverage, as determined by the Hospital.

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

## **U. INJURY & DISABILITY**

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

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

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

(03) Return To Work From WSIB

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

(04) Modified Work & Return to Work

## Modified Work

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

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

## Joint Accommodation Committee (JAC)

- i. Composed of equal numbers of Union and Hospital representatives and will function under the existing terms of reference. The JAC will meet on a

monthly basis.

- ii. Develop and recommend ongoing improvements to strategies to develop bona fide job opportunities as secondments and integrate accommodated workers back into the workplace. The parties will sign a Memorandum of Agreement, outlining the terms of employment, prior to the start of the secondment.
- iii. The Hospital will provide an updated listing of information to the JAC before each meeting, for all employees within the bargaining unit including:

Monthly:

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

Quarterly:

- absent from work in respect of WSIB benefits.
  - absent from work in receipt of LTD.
  - who have been absent from work for more than 23 months, excluding those identified above.
- iv. The Hospital agrees to offer every disabled worker, where available, employment upon the employee's medical clearance to return to work, which shall continue as long as the disability lasts.

The Hospital agrees that a JAC consisting of no more than six (6) members from each side, will facilitate any long term and complex accommodation of disabled employees.

Permanent Modified Work

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

representative and the Disability Cases Coordinator (DCC) to examine the disabled employee's abilities and accommodation needs to ensure where best a Return to Work plan could be implemented.

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

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

### Permanent Re-employment Process

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

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

- All vacancies will be reviewed to identify any positions that may be suitable and resumes forwarded for consideration.
  - All applications of the disabled employee will be given priority over other applications.
  - Should two disabled employees with the bargaining unit both be equally qualified for the position, seniority will prevail.
  - Should a disabled employee and a non-disabled employee be equally qualified, the Union will be asked to waive the posting provisions in the Collective Agreement.
- ii All job search activities will be reviewed on a monthly basis by JAC and all placement activities defined.
  - iii When a suitable position is found, a formal offer of employment letter will be provided outlining the full responsibilities of the placement.
  - iv An employee within the bargaining unit requiring permanent accommodation may be temporarily accommodated in other positions until a permanent position can be secured. The active search for a permanent position will continue.
  - v The home position of the employee with the bargaining unit requiring permanent accommodation may be posted under the following circumstances:
    - The employee is permanently accommodated in another position or arrangement.
    - The medical evidence establishes that there is no reasonable prospect of a return to their original position in the foreseeable future.

- The employee is in receipt of LTD and it has been medically verified that they are permanently disabled from their original position.
  - The Hospital may elect to fill the position on a temporary basis. The filling of a permanently disabled employee's base position does not remove the Hospital's duty to accommodate that employee.
- vi When the parties agree to permanent accommodation, whether or not a job posting is waived, the parties will sign an agreement containing the details of the accommodation.

#### Temporary Modified Work

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

If the accommodation is short term and the manager can accommodate, the Return to Work union representative will receive a copy of the Return to Work plan, outlining the exact work restrictions and no formal meeting will be required unless requested by the employee or union representative. If such a meeting is requested, it will be scheduled as soon as reasonably possible and dependent on the availability of all parties. In attempts to expedite the process, the modified plan will be emailed to all parties and a meeting must occur within two (2) days of the Return to Work plan.

#### Complex Accommodation

- (ii) If the accommodation is short term, complex or when an accommodation may be necessary outside the department, a return to work meeting will be held with the manager, employee, Health Services, People & Culture and the union representative. All details related to the accommodation will be recorded in the Return to Work plan.
- (iii) The Disability Case Coordinator will be responsible for monitoring the Return to Work plan and making adjustments as required.
- (iv) The employee/union representative must bring any concerns related to the accommodation to the manager and Health Services attention for resolution.
- (v) The Hospital will determine if the temporary accommodation is reasonable considering the following factors:
- the number of accommodated employees in the department,
  - the operational needs of the department,
  - the safety of employees working in the department

- fitness to work of the employee and their skill set, and
- alternative resources

(vi) In such cases as accommodation is not reasonable, alternate placement will be sought through the Hospital and other employment initiatives utilizing the employment process.

An employee may be assigned to a vacant position and paid at the rate of the job being performed. If the rate of the job is lower than the rate of the job they were working when injured, they shall be paid at the higher rate and "red circled" until the rate of the job increases to their level of pay.

#### **V. TRANSFER TO LOWER PAYING CLASSIFICATION**

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

#### **W. WAGES AND CLASSIFICATION PREMIUMS**

(01) Wages

The wage rates for all employees covered by this Collective Agreement shall be the same as those in Appendix "A" of the Collective Agreement between Toronto Western Hospital and CUPE Local 5001 (Full-time Service Unit).

(02) Classification Premium Lead Hand Positions

In the case of Lead Hand, selection shall be made on the basis of considering an applicant's skill, ability, experience and qualifications. When these factors are equal in the opinion of the Hospital, seniority shall govern provided the employee in question has the qualifications to perform the available work.

Only employees who have passed their probationary period shall be considered.

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

(03) Premium for Project Work in Waste Disposal in Environmental Services

An employee appointed to perform project work, i.e. stripping, waxing, varnishing will be paid a premium of \$0.15 per hour for all hours worked.

An employee appointed to perform waste disposal will be paid a premium of \$0.09 per hour for all hours worked.

(04) Experience Pay

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

(05) Job Classification Change

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

**X. R.P.N. SKILL UTILIZATION**

- (01) The Hospital undertakes to encourage Registered Practical Nurses (RPNs) to upgrade their skills to the present level of those being acquired by the graduating RPNs. Further, they will, where applicable, encourage and permit the utilization of the upgraded skills.
- (02) Should the Hospital require those skills on the work units, the Hospital will pay for the attending at such training at regular wages, and will also pay for tuition and materials.

**Y. PARKING**

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

**Z. UNION SOCIAL FUNDS**

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

Dated at Toronto, Ontario, this 24 day of Sept 2024..

**FOR THE UNION:**

*Omar Allul*  
*Maria Soares*  
*Cheryl Leonard*  
*[Signature]*  
 

**FOR THE HOSPITAL:**

*[Signature]*  
*Amamadu*  
Laura Bernstein  
Adassa Wilson  
Colin Ashley  
Vlad Djuric  
Bridget Flood  
Pearl Chen  
Anisha Gopie

**LETTER OF UNDERSTANDING NO. 1**  
**Re: Inactive Bargaining Unit Classifications**

L1.01 The parties agree that the following classifications referenced throughout the Collective Agreement are currently inactive:

- (a) Assistant, Psychiatric (TWH#B075, TGH#A101)
- (b) Attendant, Detoxification Unit (Men's Detox Unit) (TWH#B041)

L1.02 Any references to the above-mentioned classifications or department's have been removed from any Article or Appendix.

L1.03 If the Hospital reactivates any of the classifications outlined above, it is agreed that these classifications fall within the bargaining unit in accordance with Appendix B Recognition (01) of Local Issues and will be identified in the Wage Rates.

Dated at Toronto, Ontario, this 24 day of Sept 2024.

**FOR THE UNION:**

*Dant Allen*

*Manisa Soares*

*Cheryl Fearwood*

*[Signature]*

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**FOR THE HOSPITAL:**

*[Signature]*

*Amamadi*

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Laura Bernstein

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Adassa Wilson

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Colin Ashley

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Vlad Djuric

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Bridget Flood

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Pearl Chen

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Anisha Gopie



**LETTER OF UNDERSTANDING NO. 3**  
**Re: Apprenticeship Program UHN/CUPE LOCAL 5001**

This agreement is entered into in good faith by both parties and will consist of the following:

- L3.01 The applicant must possess a minimum Grade 12 education, (or equivalent), in accordance with Ministry of Education guidelines.
- L3.02 The applicant must be physically fit and capable of lifting heavy weights, as well as working in close quarters.
- L3.03 Successful applicants must complete the training profile in a maximum of 8,000 hours.
- L3.04 The applicant agrees to attend the required three (3) eight (8) week courses over the established period of the apprenticeship program.
- L3.05 Successful applicants must have a minimum of ten (10) years of remaining work history at the completion of the apprenticeship program.
- L3.06 UHN reserves the right to select the candidate(s) they feel are most appropriate for the apprenticeship position(s), based on skills, ability, experience and qualifications, as well as file review, attendance and disciplinary history, in accordance with all relevant Collective Agreements. If, after these factors are considered, there are applicants who are relatively equal in the opinion of UHN, seniority shall govern, provided the employee in question has the qualifications to be placed in the apprenticeship program.
- L3.07 UHN, in consultation with the applicable union, reserves the right to remove any participation from the apprenticeship program at anytime, if it is felt the participant is not fulfilling the requirements of the apprenticeship program, including attendance and disciplinary issues. Under such circumstances, UHN shall provide the participant with two weeks notice of their intention to remove said participant from the apprenticeship program.
- L3.08 The applicant/participant has the right to remove themselves from the apprenticeship program within the first six months of commencing the apprenticeship program and will be returned to their original position within UHN, or, if applicable, the individual will be placed in the redeployment/reassignment program.
- L3.09 All successful internal applicants/participants whose current rate of pay is higher than the basic rate for the apprenticeship program will maintain their current rate of pay, including any negotiated pay increases that occur during the time the applicant/participant is in the apprenticeship program.
- L3.10 All successful internal applicants/participants whose current rate of pay is lower than the basic rate for the apprenticeship program will have their rate of pay raised to the basic rate.







**LETTER OF UNDERSTANDING NO. 6**  
**Re: Access to UHN's Education Policy**

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

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

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

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

**Eligibility**

All permanent full time (PFT) employees and permanent part time (PPT) employees working a minimum of 0.5 FTE (50% of regular work schedule) with a minimum of one year of service are eligible to apply for education assistance through this program. Employees who work less than 0.5 FTE, casual, contract, and temporary employees are not eligible for education assistance under this program.

**Tuition Reimbursement**

Fifty percent (50%) of eligible tuition costs to a maximum of \$1,000 per year may be reimbursed for PFT employees and a prorated amount for PPT employees. An employee who participates in an education program and receives tuition reimbursement is expected to remain in the employ of UHN for a minimum of one calendar year from the date they received the tuition reimbursement. An employee who voluntarily leaves prior to completing one year of continuous service is required to reimburse the Hospital 50% of the program costs that were reimbursed to them.

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

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

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

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

### **Interest-free Loans**

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

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

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

### **Maximum Reimbursement**

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

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

### **Resignation**

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

### **Annual Reviews**

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

### **Procedure**

#### **Tuition Reimbursement**

1. The employee must complete Part 1-A and Part 3 of the Tuition Reimbursement Section of the Education Assistance Request (form D-3075) and forward the form to their manager for completion of Part 2. The manager must indicate reasons for supporting the application for tuition funding support based on the employee's career development needs and job performance.
2. When both parts are completed, forward the Education Assistance Request to People & Culture, Attention: Organization and Employment Development. People & Culture will advise the employee of the status of the application, i.e., approved or denied.


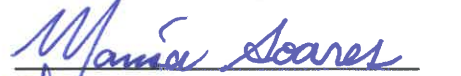
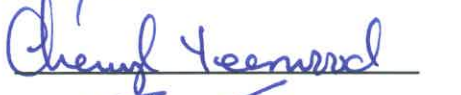



**LETTER OF UNDERSTANDING NO. 7**  
**Re: Casual Employees**



L7.01 The parties agree that any casual employees in Facilities and Support Services Departments hired after January 22, 2012, and any casual employees in any other department hired after March 28, 2014 will be considered deemed terminated if such employee declines to work eight or more shifts in any three calendar month rolling time period unless such employees can provide substantive reasons why they declined such shifts (i.e., medical documentation suitable and satisfactory to the Health Services department). The Hospital agrees to notify new casual employees of this requirement during the hiring process and again in writing during the orientation period.

Dated at Toronto, Ontario, this 24 day of Sept 2024.

**FOR THE UNION:**

  
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**FOR THE HOSPITAL:**

  
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Laura Bernstein  
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Adassa Wilson  
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Colin Ashley  
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Vlad Djuric  
Bridget Flood  
Pearl Chen  
Anisha Gopie



**LETTER OF UNDERSTANDING NO. 9**  
**Re: Workload Complaint Form**

L9.01 The Central Bargaining Committees for the Ontario Hospital Association and the Canadian Union of Public Employees will establish a joint working group to develop a workload complaint form for Registered Practical Nurses. The committee will meet within thirty (30) days of ratification and complete its work within ninety (90) days of ratification. In the event the parties cannot agreed on forms, Arbitrator Kaplan will hold a hearing and make a decision on an expeditious basis. These forms will then be attached to the Collective Agreement.

Dated at Toronto, Ontario, this 24 day of Sept 2024.

**FOR THE UNION:**

  
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**FOR THE HOSPITAL:**

  
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Laura Bernstein

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Adassa Wilson

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Colin Ashley

Vlad Djuric

Bridget Flood

Pearl Chen

Anisha Gopie

**LETTER OF INTENT NO. 1**  
**Re: Benefits Review Committee**

Memorandum of Agreement Between:

The Participating Hospitals/ OHA

-and-

The Ontario Council of Hospital Unions/ CUPE

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

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

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

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

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

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

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

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

Dated at Toronto, Ontario, this 24 day of Sept 2024.

**FOR THE UNION:**

*Devin G. Galt*  
*Marisa Soares*  
*Cheryl Yeomans*  
*[Signature]*  
 

**FOR THE HOSPITAL:**

*[Signature]*  
*Amamadi*  
Laura Bernstein  
Adassa Wilson  
Colin Ashley  
Vlad Djuric  
Bridget Flood  
Pearl Chen  
Anisha Gopie

**LETTER OF INTENT NO. 2**  
**Re: Training Allowance**

The parties agree that the provisions outlined in Letter of Intent No. 6- Training Allowance have been fulfilled by virtue of the following agreement regarding the payment of a Training Allowance. The parties agree that the provisions outlined below shall be applied in shall be applied in the Support Services area:

**Applicable Shifts**

7:00 am - 3:00 pm (Monday - Friday) - 1 Employee  
3:00 pm - 11:00 pm (Monday-Friday) - 2 Employees

- \* The supervisor will assign a Cleaner to provide training as appropriate.
- \* Non-union supervisors continue to retain the right to provide any training to employees as they deem fit. It is understood that training of new employees or the retraining of established employees is the exclusive domain of management but that management can assign this training to qualified employees.

**Selection Process**

The Selection panel will consist of the Manager, Supervisors (2), along with a staff council member.

Evaluation form will be utilized to select the qualified candidates who will provide the training and be given the training allowance.

Management retains the right to make the final selection.

**Skills and Qualifications**

- Must possess a minimum of two (2) years' experience with applicable project work
- Ability to read, speak and write English
- Knowledge of the Occupational Health and Safety Act and Workplace Hazardous Materials Information System (WHMIS training)
- Passed mask-fitting test
- Must be currently licensed for all ride on equipment - auto scrubber, burnisher
- Must be able to meet the physical demands of the job, including frequent lifting, pushing and pulling equipment/furniture
- Good performance (as per employee performance evaluation) 91% departmental standard must be maintained
- Must be qualified to train on all aspects of the job
- Have maintained good attendance in accordance with UHN's Attendance Management Program
- No discipline presently on file - must have a good employee/employment record

- Ability to represent the Department with a positive and professional attitude
- Ability to work independently and as a team player

Please note that performance and ability to meet the normal requirements of the role are the factors that will be considered. If performance and ability are relatively equal (in the opinion of the Hospital), among the candidates, seniority shall govern.

### **Training and Orientation**

Training is defined as on-the-job training and is instructionally based and conducted in the work setting, the purpose of which is for the incumbent to acquire the necessary skills to perform the duties, responsibilities and functions of a particular position.

Orientation, as opposed to training, is based on the dissemination of information to others. The purpose of orientation is to acquaint or familiarize an employee with the particular details and routine of a job in order for the employee to carry out the duties, responsibilities and functions of the position.

### **Training Premium Conditions**

- Premium will only be applied for shifts when actual training for projects takes place.
- Premium will not be applied when the trainer is ill, or when no training takes place as per point number 1 above.
- All training that draws a premium must be first pre-authorized by the supervisor.
- Given the conditions listed in points 1, 2, and 3 above, a Lead-Hand premium of \$0.95 cents per hour multiplied by the actual hours spent training will be paid to the selected candidate(s).
- The parties at Labour-Management meetings shall deal with any implementation or interpretation issues, including disputes regarding whether an activity has been correctly designated as orientation instead of training. The parties agree that they will make every effort to resolve any differences regarding this Letter of Understanding through the Labour- Management forum. Any dispute(s) that remains outstanding shall not be subject matter of any grievance unless the Hospital gives its written consent that the matter may be referred to mediation and/or arbitration for resolution.

### **Applicability**

The terms of this agreement shall be utilized for all other areas of the hospital. Any amendments to the above provisions may be discussed and mutually agreed upon at Labour-Management meetings.

Dated at Toronto, Ontario, this 24 day of Sept 2024.

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**FOR THE UNION:**

David Sallal

Maida Soares

Cheryl Yearwood

[Signature]

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**FOR THE HOSPITAL:**

[Signature]

Mamadou

Laura Bernstein

Adassa Wilson

Colin Ashley

Vlad Djuric

Bridget Flood

Pearl Chen

Anisha Gopie

**LETTER OF INTENT NO. 2A**  
**Re: Training Allowance - Cleaner**

The parties agree that the provisions outlined in Letter of Intent No. 6 - Training Allowance have been fulfilled by virtue of the following agreement regarding the payment of a Training Allowance. The parties agree that the provisions outlined below shall be applied in the Support Services area:

**Applicable Shift**

- 7:00 a.m. - 3:00 p.m. (Monday- Friday)- 1 Employee
- 3:00 p.m. - 11:00 p.m. (Monday- Friday) - 2 Employees

\* The supervisor will assign a Cleaner to provide training as appropriate.

\* Non-union supervisor continue to retain the right to provide any training to employees as they deem fit. It is understood that training of new employees or the retraining of established employees is the exclusive duration of management but that management can assign this training to qualified employees.

**Selection Process**

1. The Selection panel will consist of the Manager, Supervisors (2), along with a staff council member.
2. Evaluation form will be utilized to select the qualified candidates who will provide the training and be given the training allowance.
3. Management retains the right to make the final selection.

**Skills and Qualifications**

- Most possess a minimum of two (2) years' experience with applicable project work
- Ability to read, speak and write English
- Knowledge of the Occupational Health and Safety Act and Workplace Hazardous Materials Information System (WHMIS training)
- Passed mask-fitting test
- Must be currently licensed for all ride on equipment - also scrubber, burnisher
- Must be able to meet the physical demands of the job, including frequent lifting, pushing and pulling equipment furniture
- Good performance (as per employee performance evaluation) 0.1% department standard must be maintained.
- Must be qualified to train on all aspects of the job
- Have maintained good attendance in accordance with UHN's Attendance Management Program
- No discipline presently on file - must have a good employee/employment record
- Ability to represent the Department with a positive and professional attitude
- Ability to work independently and as a team player

Please note that performance and ability to meet the normal requirements of the role are the factors that will be considered. If performance and ability are relatively equal (in the opinion of the Hospital) among the candidates, seniority shall govern.

### **Training and Orientation**

Training is defined as on the job training and is instructionally based and conducted in the work setting, the purpose of which is for the incumbent to acquire the necessary skills to perform the duties, responsibilities and functions of a particular position.

Orientation as opposed to training is based on the dissemination of information to others. The purpose of orientation is to require of familiarize an employee with the particular details and routine of a job in order for the employee to carry out the duties, responsibilities and functions of the position.

### **Training Premium Conditions**

- i. Premium will only be applied for shifts when actual training for projects takes place.
- ii. Premium will not be applied when the trainer is ill, or when the training takes place as per point number 1 above.
- iii. All training that draws a premium must be first pre-authorized by the supervisor.
- iv. Given the condition listed in points 1, 2 and 3 above, a Lead Hand premium of \$0.95 cents per hour multiplied by the actual hours spent training will be paid to the selected candidate(s).
- v. The parties at Labour-Management meeting shall deal with any implementation or interpretation issues, including disputes regarding whether an activity has been correctly designated as orientation instead of training. The parties agree that they will make every effort to resolve any differences regarding this Letter of Understanding through the Labour- Management forum. Any dispute(s) that remains outstanding shall be subject matter of any grievance unless the Hospital gives its written consent that the matter may be referred to mediation and/or arbitration for resolution.

### **Applicability**

The terms of this agreement shall be utilized to all other areas of the hospital. Any amendments to the above provisions may be discussed and mutually agreed upon at Labour-Management meetings.



**LETTER OF INTENT NO. 2B**  
**Re: Training Allowance - Aide**

The parties agree that the provisions outlined in Letter of Intent No. 6 - Training Allowance have been fulfilled by virtue of the following agreement regarding the payment of a Training Allowance. The parties agree that the provisions outlined below shall be applied in the Support Services area:

**Applicable Shift**

- 7:00 a.m. - 3:00 p.m. (Monday- Friday)- 1 Employee
- 3:00 p.m. - 11:00 p.m. (Monday- Friday) - 2 Employees

\* The supervisor will assign a Cleaner to provide training as appropriate.

\* Non-union supervisor continue to retain the right to provide any training to employees as they deem fit. It is understood that training of new employees or the retraining of established employees is the exclusive duration of management but that management can assign this training to qualified employees.

**Selection Process**

4. The Selection panel will consist of the Manager, Supervisors (2), along with a staff council member.
5. Evaluation form will be utilized to select the qualified candidates who will provide the training and be given the training allowance.
6. Management retains the right to make the final selection.

**Skills and Qualifications**

- Most possess a minimum of two (2) years' experience with applicable project work
- Ability to read, speak and write English
- Knowledge of the Occupational Health and Safety Act and Workplace Hazardous Materials Information System (WHMIS training)
- Passed mask-fitting test
- Must be currently licensed for all ride on equipment - also scrubber, burnisher
- Must be able to meet the physical demands of the job, including frequent lifting, pushing and pulling equipment furniture
- Good performance (as per employee performance evaluation) 0.1% department standard must be maintained.
- Must be qualified to train on all aspects of the job
- Have maintained good attendance in accordance with UHN's Attendance Management Program
- No discipline presently on file - must have a good employee/employment record
- Ability to represent the Department with a positive and professional attitude
- Ability to work independently and as a team player

Please note that performance and ability to meet the normal requirements of the role are the factors that will be considered. If performance and ability are relatively equal (in the opinion of



## **LETTER OF INTENT NO. 2C**

### **Re: Training Allowance - Hospital Assistant Position**

The parties agree that the provisions outlined in Letter of Intent No. 6 - Training Allowance have been fulfilled by virtue of the following agreement regarding the payment of a Training Allowance. The parties agree that the provisions outlined below shall be applied in the Support Services area:

#### **Applicable Shifts**

7:00 am - 3:00 pm - Pumps - (Monday - Friday) - 1 Employee - 1 day training  
 8:00 am - 4:00 pm - Tanks - (Monday- Friday) - 1 Employee - 1 day training  
 8:00 am - 4:00 pm - Mover - (Monday- Friday) - 1 Employee - 1 day training  
 1:00 pm - 9:00 pm - CPD - (Monday - Friday) - 1 Employee - 1 day training  
 Various shifts - Patients - (Monday- Friday) - 4 Employees (am); 1 Employee (pm) - 2 days training

- \* The supervisor will assign a Hospital Assistant to provide training as appropriate.
- \* Non-union supervisors continue to retain the right to provide any training to employees as they deem fit. It is understood that training of new employees or the retraining of established employees is the exclusive domain of management but that management can assign this training to qualified employees.

#### **Selection Process**

The Selection panel will consist of the Manager, Supervisors (2), along with a staff council member. Evaluation form will be utilized to select the qualified candidates who will provide the training and be given the training allowance. Management retains the right to make the final selection.

#### **Skills and Qualifications**

- Must be employed full-time
- Must possess a minimum of one (1) year experience of transportation/specialty areas
- Good communication skills
- Ability to read, speak and write English
- Knowledge of the Occupational Health and Safety Act and Workplace Hazardous Materials Information System (WHMIS training)
- Passed mask-fitting test
- Must be able to meet the physical demands of job, including frequent lifting, pushing and pulling
- Good performance (as per employee performance evaluation) - Competent level or higher
- Have maintained good attendance in accordance with UHN's Attendance Management Program
- No discipline presently on file - must have a good employee/employment record

- Ability to represent the Department with a positive and professional attitude
- Ability to work independently and as a team player
- Good leadership and interpersonal skills

Please note that performance and ability to meet the normal requirements of the role are the factors that will be considered. If performance and ability are relatively equal (in the opinion of the Hospital), among the candidates, seniority shall govern.

### **Training and Orientation**

Training is defined as on-the-job training (hands on) and is instructionally based and conducted in the work setting, the purpose of which is for the incumbent to acquire the necessary skills to perform the duties, responsibilities and functions of a particular position.

Orientation, as opposed to training, is based on the dissemination of information to others. The purpose of orientation is to acquaint or familiarize an employee with the particular details and routine of a job in order for the employee to carry out the duties, responsibilities and functions of the position.

### **Training Premium Conditions**

- Premium will only be applied for shifts when actual training takes place.
- Premium will not be applied when the trainer is ill, or when no training takes place as per point number 1 above.
- All training that draws a premium must be first pre-authorized by the supervisor.
- Given the conditions listed in points 1, 2, and 3 above, a Lead-Hand premium of \$0.95 cents per hour multiplied by the actual hours spent training will be paid to the selected candidate(s).
- The parties at Labour-Management meetings shall deal with any implementation or interpretation issues, including disputes regarding whether an activity has been correctly designated as orientation instead of training. The parties agree that they will make every effort to resolve any differences regarding this Letter of Understanding through the Labour-Management forum. Any dispute(s) that remains outstanding shall not be the subject matter of any grievance unless the Hospital gives its written consent that the matter may be referred to mediation and/or arbitration for resolution.

### **Applicability**

Any amendments to the above provisions may be discussed and mutually agreed upon at Labour- Management meetings.

Dated at Toronto, Ontario, this 24 day of Sept 2024.

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**FOR THE UNION:**

*Janet Ellis*

*Maria Soares*

*Cheryl Greenwood*

*[Signature]*

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**FOR THE HOSPITAL:**

*[Signature]*

*Amamadi*

Laura Bernstein

Adassa Wilson

Colin Ashley

Vlad Djuric

Bridget Flood

Pearl Chen

Anisha Gopie

**CUPE LOCAL 5001 - 2021 RATES: TORONTO WESTERN HOSPITAL**

No. (Job)	Classification	Grp	Level (Grade)	Rate Eff Date	Start	Step 2
<b>CUPE – UHN (Based on CUPE JES)</b>						
B100	SORTER, MAIL	CU2	U0:51	29-Sept-21	\$24.00	\$24.76
B078	AIDE, CLINIC	CU2	U0:52	29-Sept-21	\$24.28	\$24.99
B093	NUTRITION AIDE, FOOD DELIVERY (PATIENT)	CU2	U0:52			
B120	NUTRITION AIDE: CATERING	CU2	U0:52			
B107	ENVIRONMENTAL SERVICES AIDE	CU2	U0:53	29-Sept-21	\$24.31	\$25.02
B083	ENVIRONMENTAL SERVICES CLEANER I	CU2	U0:53			
B084	ENVIRONMENTAL SERVICES CLEANER II	CU2	U0:53			
B086	LAUNDRY SORTER/WASHER	CU2	U0:53			
B110	ENVIRONMENTAL SERVICES AIDE (PERM. MODIFIED)	CU2	U0:53			
B101	AIDE WARD	CU2	U0:54	29-Sept-21	\$24.72	\$25.45
B081	ASSISTANT, HOSPITAL	CU2	U0:54			
B092	NUTRITION AIDE, FOOD ASSEMBLY	CU2	U0:54			
B102	WORKER, MAINTENANCE	CU2	U0:54			
B109	HOSPITAL ASSISTANT (PERM. MOD.)	CU2	U0:54			
B044	ATTENDANT, PERIOPERATIVE SERVICES	CU2	U0:55	29-Sept-21	\$25.64	\$26.44
B121	LEAD HAND PERIOPERATIVE SERVICES	CU2	U0:55			
B097	NUTRITION SERVICES RECIVER	CU2	U0:55			
B072	ASSISTANT, PATIENT CARE	CU2	U0:56	29-Sept-21	\$25.71	\$26.52
B122	AIDE, INVENTORY	CU2	U0:56			
B029	RECEIVER, MATERIALS MANAGEMENT	CU2	U0:56			
B071	STORESPERSON, MATERIALS MANAGEMENT	CU2	U0:56			
B087	LEAD HAND DISPATCHER	CU2	U0:56			
B108	ASSISTANT, PATIENT CARE (PERM. MOD.)	CU2	U0:56	29-Sept-21	\$26.18	\$26.97
B088	LEAD HAND LINEN LAUNDRY	CU2	U0:58			
B055	PLASTERER	CU2	U0:59	29-Sept-21	\$26.23	\$27.04
B098	SURGICAL INSTRUMENT PROCESSOR	CU2	U0:64	29-Sept-21	\$28.33	\$30.32
B054	PAINTER	CU2	U0:60	29-Sept-21	\$30.41	\$31.06
B065	CARPENTER	CU2	U0:61	29-Sept-21	\$31.68	\$32.22
B085	MECHANIC, FACILITIES MAINTENANCE	CU2	U0:61			
B076	LOCKSMITH	CU2	U0:61			
B014	TECHNICIAN, ELECTRONICS	CU2	U0:61			
B105	TECHNICIAN, HVAC CONTROLS	CU2	U0:61			
B058	ELECTRICIAN	CU2	U0:62	29-Sept-21	\$32.22	\$32.93
B089	MILLWRIGHT	CU2	U0:62			
B103	PLUMBER	CU2	U0:62			
B057	R.P.N.	CU2	U0:62			
B080	STEAMFITTER	CU2	U0:62			
B106	TECHNICIAN, STERILIZER	CU2	U0:62			
B063	R.P.N. – O.R.	CU2	U0:63			

No. (Job)	Classification	Grp	Level (Grade)	Rate Eff Date	Start	Step 2
B072	ASSISTANT, PATIENT CARE	CU2	U0:56	21-Apr-22	\$27.71	\$28.52

B131	PERSONAL SUPPORT WORKER (UPSKILLED)	CU2	U0:71	21-Apr-22	\$28.23	\$29.04
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### **CUPE LOCAL 5001 - 2022 RATES: TORONTO WESTERN HOSPITAL**

No. (Job)	Classification	Grp	Level (Grade)	Rate Eff Date	Start	Step 2
<b>CUPE – UHN (Based on CUPE JES)</b>						
B100	SORTER, MAIL	CU2	U0:51	29-Sept-22	\$24.84	\$25.63
B078	AIDE, CLINIC	CU2	U0:52	29-Sept-22	\$25.14	\$25.87
B093	NUTRITION AIDE, FOOD DELIVERY (PATIENT)	CU2	U0:52			
B120	NUTRITION AIDE: CATERING	CU2	U0:52			
B107	ENVIRONMENTAL SERVICES AIDE	CU2	U0:53	29-Sept-22	\$25.17	\$25.91
B083	ENVIRONMENTAL SERVICES CLEANER I	CU2	U0:53			
B084	ENVIRONMENTAL SERVICES CLEANER II	CU2	U0:53			
B086	LAUNDRY SORTER/WASHER	CU2	U0:53			
B110	ENVIRONMENTAL SERVICES AIDE (PERM. MODIFIED)	CU2	U0:53			
B101	AIDE WARD	CU2	U0:54	29-Sept-22	\$25.59	\$26.35
B081	ASSISTANT, HOSPITAL	CU2	U0:54			
B092	NUTRITION AIDE, FOOD ASSEMBLY	CU2	U0:54			
B102	WORKER, MAINTENANCE	CU2	U0:54			
B109	HOSPITAL ASSISTANT (PERM. MOD.)	CU2	U0:54			
B044	ATTENDANT, PERIOPERATIVE SERVICES	CU2	U0:55	29-Sept-22	\$26.55	\$27.37
B121	LEAD HAND PERIOPERATIVE SERVICES	CU2	U0:55			
B097	NUTRITION SERVICES RECIVER	CU2	U0:55			
B072	ASSISTANT, PATIENT CARE	CU2	U0:56	29-Sept-22	\$28.69	\$29.53
B132	TEAM AIDE	CU2	U0:56	29-Sept-22	\$26.62	\$27.46
B122	AIDE, INVENTORY	CU2	U0:56			
B029	RECEIVER, MATERIALS MANAGEMENT	CU2	U0:56			
B071	STORESPERSON, MATERIALS MANAGEMENT	CU2	U0:56			
B087	LEAD HAND DISPATCHER	CU2	U0:56			
B108	ASSISTANT, PATIENT CARE (PERM. MOD.)	CU2	U0:56			
B088	LEAD HAND LINEN LAUNDRY	CU2	U0:58	29-Sept-22	\$27.10	\$27.92
B055	PLASTERER	CU2	U0:59	29-Sept-22	\$27.15	\$27.99
B098	SURGICAL INSTRUMENT PROCESSOR	CU2	U0:64	29-Sept-22	\$29.33	\$31.38
B054	PAINTER	CU2	U0:60	29-Sept-22	\$31.48	\$32.15
B065	CARPENTER	CU2	U0:61	29-Sept-22	\$32.79	\$33.36
B085	MECHANIC, FACILITIES MAINTENANCE	CU2	U0:61			
B076	LOCKSMITH	CU2	U0:61			
B014	TECHNICIAN, ELECTRONICS	CU2	U0:61			
B105	TECHNICIAN, HVAC CONTROLS	CU2	U0:61			
B058	ELECTRICIAN	CU2	U0:62	29-Sept-22	\$33.36	\$34.10
B089	MILLWRIGHT	CU2	U0:62			
B103	PLUMBER	CU2	U0:62			
B057	R.P.N.	CU2	U0:62			
B080	STEAMFITTER	CU2	U0:62			
B106	TECHNICIAN, STERILIZER	CU2	U0:62			
B063	R.P.N. – O.R.	CU2	U0:63	29-Sept-22	\$33.88	\$34.61
B131	PERSONAL SUPPORT WORKER (UPSKILLED)	CU2	U0:71	29-Sept-22	\$29.22	\$30.06

B058	ELECTRICIAN	CU2	U0:62	13-Jun-23	\$35.19	\$35.97
B089	MILLWRIGHT	CU2	U0:62			
B103	PLUMBER	CU2	U0:62			
B057	R.P.N.	CU2	U0:62			
B080	STEAMFITTER	CU2	U0:62			
B106	TECHNICIAN, STERILIZER	CU2	U0:62	13-Jun-23	\$35.74	\$36.51
B063	R.P.N. - O.R.	CU2	U0:63			

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