

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

**COLLECTIVE AGREEMENT**

**between**

**BROCKVILLE GENERAL HOSPITAL**

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

**and**

**CUPE LOCAL 5666**

**Expires: September 28, 2023**



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## **ARTICLE 1 – PREAMBLE**

### **1.01 - PREAMBLE**

The general purpose of this Agreement is to establish and maintain collective bargaining relations between the 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.

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

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

## **ARTICLE 2 – DEFINITIONS**

### **2.01 – TEMPORARY EMPLOYEE**

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

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

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

### **2.02 – PART-TIME COMMITMENT**

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

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

Part-time employees are those employees who are regularly scheduled for forty- eight (48) hours or less per two (2) week period.

### **2.04 - CASUAL EMPLOYEE**

Casual part-time employees are those employees who are employed on a relief or replacement basis and are available for call-ins as needed.

## ARTICLE 3 - RELATIONSHIP

### 3.01 – NO DISCRIMINATION

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

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

### 3.02 – ATTENDANCE MANAGEMENT

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

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

## ARTICLE 4 – STRIKES & LOCKOUTS

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 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 payroll system.
  
- (b) The Hospital will provide the Union with the current mailing address 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 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.

## 6.02 Continued

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

6.03 – LOCAL BARGAINING COMMITTEE

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

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

6.04 – CENTRAL BARGAINING COMMITTEE

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

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

6.04 (a) Continued

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 his duties, a Union steward is required to enter an area within the Hospital in which he is not originally employed, he shall report his presence to the supervisor in the area immediately upon entering it. Such permission shall not be unreasonably withheld. When resuming his regular duties and responsibilities, such steward shall again report to his immediate supervisor. A Union steward shall suffer no loss of earnings for time spent in performing the above duties during his regular scheduled working hours.
- (e) Nothing in this Article shall preclude full-time stewards from representing part-time employees and vice-versa.
- (f) The number of stewards and the areas which they represent, are to be determined locally.

#### 6.06 – GRIEVANCE COMMITTEE

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

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

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

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

- 7.01 For purposes of this Agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of the Agreement including any question as to whether a matter is arbitrable.
- 7.02 At the time formal discipline is imposed or at any stage of the grievance procedure an employee shall have the right upon request to the presence of his/her 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 he has first given his immediate supervisor the opportunity of adjusting his complaint. The grievor may have the assistance of a union steward if he or she so desires. Such complaint shall be discussed with his immediate supervisor within nine (9) calendar days after the circumstances giving rise to it have occurred or ought reasonably to have come to the attention of the employee and failing settlement within nine (9) calendar days, it shall then be taken up as a grievance within nine (9) calendar days following advice of his immediate supervisor's decision in the following manner and sequence:

##### Step No. 1

The employee, who may be accompanied by a steward, may submit a written grievance signed by the employee to (designated by the 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 his decision in writing within nine (9) calendar days following the day on which the grievance was presented to him. Failing settlement or response, then:

7.03 Step No. 2

Within nine (9) calendar days following the decision in Step No.1, the grievance may be submitted in writing to the (designate by the 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 he 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 himself institute and the regular grievance procedure shall not be thereby bypassed.

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

7.06 The release or discharge of an employee during the probationary period shall not be the subject of a grievance or arbitration. A claim by an employee who has completed his probationary period that he has been unjustly discharged or suspended shall be treated as a grievance if a written statement of such grievance is lodged by the employee with the 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 action in dismissing the employee; or
- (b) reinstating the employee with or without full compensation for the time lost; or
- (c) by any other arrangement which may be deemed just and equitable.

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

- 7.07 (a) Failing settlement under the foregoing procedure of any grievance between the parties arising from the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, such grievance may be submitted to arbitration as hereinafter provided. If no written request for arbitration is received within eighteen (18) calendar days after the decision under Step No. 2 is given, the grievance shall be deemed to have been abandoned. Where such a written request is postmarked within sixteen (16) calendar days after the decision under Step No. 2, it will be deemed to have been received within the time limits.
- (b) The parties agree that it is their intent to resolve grievances without recourse to arbitration, wherever possible. Therefore, notwithstanding (a) above, the parties may, upon mutual agreement, engage the services of a mediator in an effort to resolve the grievance and may extend the time limits for the request for arbitration. The parties will share equally the fees and expenses, if any, of the mediator.
- 7.08 All agreements reached under the Grievance Procedure between the representatives of the Hospital and the representatives of the Union will be final and binding upon the Hospital and the Union and the employees.
- 7.09 When either party requests that any matter be submitted to arbitration as provided in the foregoing Article, it shall make such request in writing addressed to the other party to this Agreement, and at the same time name a nominee. Within seven (7) calendar days thereafter the other party shall name a nominee, provided, however, that if such party fails to name a nominee as herein required, the Minister of Labour for the Province of Ontario shall have power to effect such appointment upon application thereto by the party invoking Arbitration Procedure. The two nominees shall attempt to select by agreement a chairman of the Arbitration Board. If they are unable to agree upon such a chairman within a period of fourteen (14) calendar days, they shall then request the Minister of Labour for the Province of Ontario to appoint a chairman.
- 7.10 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 7.11 No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the Grievance Procedure.
- 7.12 The Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to or amend any part of this Agreement.
- 7.13 The proceedings of the Arbitration Board will be expedited by the parties hereto and the decision of the majority and, where there is no majority the decision of the chairman will be final and binding upon the parties hereto and the employee or employees concerned.
- 7.14 Each of the parties hereto will bear the expense of the nominee appointed by it and the parties will share equally the fees and expenses, if any, of the chairman of the Arbitration Board.
- 7.15 The time limits set out in the Grievance and Arbitration Procedures herein are mandatory and failure to comply strictly with such time limits except by the written agreement of the parties, shall result in the grievance being deemed to have been abandoned subject only to the provisions of Section 48 (16) of The Labour Relations Act.

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

## **ARTICLE 8 – ACCESS TO FILES**

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

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

### **8.02 – CLEARING OF RECORD**

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

## **ARTICLE 9 – SENIORITY**

### **9.01 – PROBATIONARY PERIOD**

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

### **9.02 – DEFINITION OF SENIORITY**

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

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

Seniority will operate on a bargaining unit wide basis.

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

9.03 – LOSS OF SENIORITY

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

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

9.04 – EFFECT OF ABSENCE

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

Unless otherwise provided in the Collective Agreement:

- (a) It is understood that during an approved unpaid absence not exceeding thirty (30) continuous days or any approved absence paid by the Hospital, both seniority and service will accrue.
- (b) During an unpaid absence exceeding thirty (30) continuous calendar days, credit for service for purposes of salary increment, vacation, sick leave, or any other benefits under any provisions of the Collective Agreement or elsewhere, shall be suspended for the period of the absence in excess of thirty (30) continuous calendar days, the benefits concerned appropriately reduced on a pro rata basis and the employee's anniversary date adjusted accordingly. In addition, the employee will become responsible for full payment of any subsidized employee benefits in which he/she participating for the period of absence, except that the Hospital will continue to pay its share of the premiums up to thirty (30) months while an employee is in receipt of WSIB benefits\*. Such payment shall also continue while an employee is on sick leave (including the Employment Insurance Period) to a maximum of thirty (30) months from the time the absence commenced.

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



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

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

#### 9.05 – JOB POSTING

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

- (h) The successful applicant shall be allowed a trial period of up to thirty (30) days, during which the 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 his consent except in the case of temporary assignments not exceeding six (6) months. This period may be extended a further six (6) months upon the agreement of the employee and the 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 he or she shall be credited with the seniority held at the time of transfer and resume accumulation from the date of his or her return to the bargaining unit. An employee not returned to the bargaining unit within 24 months shall forfeit bargaining unit seniority.
- (c) In the event an employee transferred out of the bargaining unit under (a) or (b) above is returned to the bargaining unit within a period of twelve (12) calendar months, he shall accumulate seniority during the period of time outside the bargaining unit.

9.07 (A) – TRANSFER OF SENIORITY AND SERVICE

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

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

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

The above-noted employee shall be allowed a trial period of up to thirty (30) days, during which the 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 his former duties on the same shift in the same department and at the appropriate rate of pay, subject to any changes which would have occurred had he had not transferred.

**9.07 (B) – PORTABILITY OF SERVICE**

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

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

**Seniority Recognition**

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

**Right to Return or Transfer**

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

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

(a) Notice

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

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

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

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

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

The 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.

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

## 9.08(A) Continued

(d) Redeployment Committee

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

(i) Committee Mandate

The mandate of the Redeployment Committee is to:

- (1) Identify and propose possible alternatives to the proposed layoff(s) or elimination of position(s), including, but not

limited to, identifying work which would otherwise be bargaining unit work and is currently work contracted-out by the Hospital which could be performed by bargaining-unit employees who are or would otherwise be laid off;

- (2) Identify vacant positions in the Hospital or positions which are currently filled but which will become vacant within a twelve (12) month period and which are either:

- (a) within the bargaining unit; or
- (b) within another CUPE bargaining unit; or
- (c) not covered by a collective agreement.

- (3) Identify the retraining needs of workers and facilitate such training for workers who are, or would otherwise be, laid off.

- (4) Subject to article 9.11, the Hospital will award vacant positions to employees who are, or would otherwise be laid off, in order of seniority if, with the benefit of up to six (6) months retraining, an employee has become able to meet the normal requirements of the job.

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

(ii) Committee Composition

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

## 9.08(A)(d) (ii) Continued

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

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

(iii) Disclosure

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

(iv) Alternatives

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

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

9.08 (B) – RETIREMENT ALLOWANCE

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

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

9.08 (C) – VOLUNTARY EXIT OPTION

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

- (i) The Hospital will first make offers in the classifications within department(s) where layoffs would otherwise occur. If more employees than are required are interested, the Hospital will make its decision based on seniority.

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

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

#### 9.09 – LAYOFF AND RECALL

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

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

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

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

- (e) In the event that there are no employees with lesser seniority in the same or a lower or identical-paying classification, as defined in this article, a laid-off employee shall have the right to displace another employee with lesser seniority in a higher-paying classification provided they are able to meet the normal requirements of the job, with orientation but without additional training.

## 9.09 Continued

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

**9.10 – BENEFITS ON LAYOFF**

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

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



**9.11 – RETRAINING**

(a) Retraining for Positions within the Hospital

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

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

(b) Placement

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

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

**9.12 – SEPARATION ALLOWANCES**

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

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

#### 9.13 – TECHNOLOGICAL CHANGE

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

The Hospital agrees to discuss with the Union the effect of such technological changes on the employment status of employees and to consider practical ways and means of minimizing the adverse 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 employer will assume the cost of tuition and travel. There shall be no reduction in wage or salary rates during the training period of any such employee. Training shall be given during the hours of work whenever possible and may extend for up to six months.

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

#### 9.14 – REGISTERED PRACTICAL NURSE PROFESSIONAL DEVELOPMENT/SCOPE OF PRACTICE

Continuous professional development is a hallmark of professional nursing practice. As a self-regulating profession, nursing recognizes the importance of maintaining a dynamic practice environment which includes ongoing learning, the maintenance of competence, career development, career counseling and succession planning. The parties agree that professional development includes a diverse range of activities, including but not limited to formal academic programs; short-term continuing education activities; certification programs; independent learning committee participation. The parties recognize their joint responsibility in and commitment to active participation in the area of professional development, including scope of practice.

Where Registered Practical Nurse professional development is not specifically addressed at any existing joint committee, the Hospital's Chief Nursing Officer and Human Resources Officer will meet with the Union on a quarterly basis to discuss professional responsibility and scope of practice issues.

## 9.14 Continued

In any event, the parties will be guided by the following key principles:

- Professional development will be recognized;
- All Registered Practical Nurses will have access to professional development opportunities;
- Responsibilities for professional development will be shared between the individual and the Hospital;
- Employee needs, Hospital needs and department/program requirements will be considered.

**9.15 – PROFESSIONAL RESPONSIBILITY, PATIENT CARE, WORKLOADS & STAFFING**

(The following clause is applicable to Registered Practical Nurses 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) Employees are encouraged to raise their concerns with their immediate supervisor within forty-eight (48) hours.
- (c) Upon receipt of a response from the supervisor within five (5) working days, if the employee or group of employees in (b) above are not satisfied, the employee or group of employees may, within forty-eight (48) hours, submit a workload complaint form (attached at appendix A) to the Chief Nursing Officer, 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 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, 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 her/his designate) and such meeting shall be held within thirty (30) days. The Chief Executive Officer (or her/his 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.

- 9.15 (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 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.

#### 9.16 – 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 the immediate supervisor within forty-eight (48) hours. In the event that within ten (10) calendar days, the workload concern is not resolved to the employee's satisfaction, the employee, or group of employees, may, within forty-eight (48) hours, submit their concerns in writing (with a copy to their immediate supervisor) to either the Joint Health and Safety Committee (as constituted under the collective agreement's local appendix) or the Labour Management Committee (as constituted under Article 6.02) through their union representative using the template workload complaint form attached at appendix B. This form may be modified by the mutual agreement of the local parties.

### **ARTICLE 10 – CONTRACTING OUT**

#### 10.01 – CONTRACTING OUT

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

#### 10.02 – CONTRACTING OUT

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

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

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

**10.03 – CONTRACTING IN**

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

**ARTICLE 11 – WORK OF THE BARGAINING UNIT**

**11.01 – WORK OF THE BARGAINING UNIT**

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

**11.02 – VOLUNTEERS**

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

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

**ARTICLE 12 – LEAVES OF ABSENCE**

**12.01 – PERSONAL LEAVE**

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

**12.02 – UNION BUSINESS**

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

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

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

During such leave of absence, the employee's salary and applicable benefits shall be maintained by the Hospital on the basis of what his 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.

12.02(a) Continued

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

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

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

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

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

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

12.03(B) – FULL TIME POSITION(S) WITH THE UNION

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

Upon application by the Union, in writing, the 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.

12.03(B) Continued

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

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

12.03(C) – LEAVE FOR OCHU PRESIDENT, SECRETARY-TREASURER, AND FIRST VICE-PRESIDENT

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

During such leave of absence seniority and service shall accrue at seven and one-half (7.5) hours per day to a maximum of thirty-seven and one-half (37.5) hours per week. In addition, during such leave of absence, the employee's salary and applicable benefits shall be maintained by the Hospital on the basis of what his 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 his intention to return to work at least four (4) weeks prior to the date of such return. The employee shall be returned to his former duties on the same shift in the same department and at the appropriate rate of pay, subject to any changes which would have occurred had the employee not been on leave.

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

12.04 – BEREAVEMENT LEAVE

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

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

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

## 12.04 Continued

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(A) – JURY & WITNESS DUTY**

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

If an employee is required to attend jury selection or serve as a juror in any court of law, or is required to attend as a witness in a court proceeding in which the Crown is a party, or is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the employee's duties at the 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 full-time employee is selected for jury duty, for a period in excess of one (1) week, the employee shall be paid for all hours scheduled and not be expected to attend at work. Upon completion of the process the employee shall be returned to that point on their former schedule that is considered appropriate by the Hospital. It is understood and agreed that the local parties may agree to different scheduling arrangements for the first week of jury and witness duty.

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

Where the Hospital is unable to reschedule the employee and, as a result, he is required to attend during other than his regularly scheduled paid hours, he shall be paid for all hours actually spent at such hearing at his straight time hourly rate subject to (a), (b) and (c) above.

**12.05(B) – JURY & WITNESS DUTY**

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

If an employee is required to attend jury selection or serve as a juror in any court of law, or is required to attend as a witness in a court proceeding in which the Crown is a party, or is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the employee's duties at the 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;



## 12.05(B) Continued

- (b) presents proof of service requiring the employee's attendance;
- (c) deposits with the Hospital the full amount of compensation received excluding mileage, travelling and meal allowances and an official receipt thereof.

Where a part-time employee is selected for jury duty, for a period in excess of one (1) week, the employee shall be paid for all hours scheduled and not be expected to attend at work. Upon completion of the process the employee shall be returned to that 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 his regularly scheduled day off, he shall be paid for all hours actually spent at such hearings at his regular straight time hourly rate subject to (a), (b) and (c) above.

12.06(A) – PREGNANCY LEAVE

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

- (a) Pregnancy leave will be granted in accordance with the provisions of the *Employment Standards Act*, except where amended in this provision. The service requirement for eligibility for pregnancy leave shall be thirteen (13) weeks of continuous service.
- (b) The employee shall give written notification at least two (2) weeks in advance of the date of commencement of such leave and the expected date of return. At such time she shall also furnish the Hospital with the certificate of a legally qualified medical practitioner stating the expected birth date.
- (c) The employee shall reconfirm her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Hospital at least two (2) weeks in advance thereof.
- (d) Effective on confirmation by the Canada Employment Insurance Commission of the appropriateness of the Hospital's Supplementary Unemployment Benefit (SUB) Plan, an employee who is on pregnancy leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance pregnancy benefits pursuant to Section 22 of the *Employment Insurance Act* shall be paid a supplemental unemployment benefit for a period not exceeding fifteen (15) weeks. The supplement shall be equivalent to the difference between ninety-three percent (93%) of her normal weekly earnings and the sum of her weekly unemployment insurance benefits and any other earnings. Receipt by the Hospital of the employee's unemployment insurance cheque stubs shall constitute proof that she is in receipt of Employment Insurance pregnancy benefits.

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

## 12.06 (A) Continued

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

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

- (e) Credits for service and seniority shall accumulate for a period of up to seventeen (17) weeks while an employee is on pregnancy leave.
- (f) The Hospital will continue to pay its share of the contributions of the subsidized employee benefits, including pension, in which the employee is participating for a period of up to seventeen (17) weeks while the employee is on pregnancy leave.
- (g) Subject to any changes to the employee's status which would have occurred had she not been on pregnancy leave, the employee shall be reinstated to her former duties, on the same shift in the same department, and at the same rate of pay.

12.06(B) – PREGNANCY LEAVE

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

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

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

## 12.06(B) Continued

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

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

- (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 she not been on pregnancy leave, the employee shall be reinstated to her former duties, on the same shift in the same department, and at the same rate of pay.

12.07(A) – PARENTAL LEAVE

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

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

An employee shall reconfirm his or her 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.

## 12.07(A) Continued

- (e) Effective on confirmation by the Canada Employment Insurance Commission of the appropriateness of the Hospital's Supplemental Unemployment Benefit (SUB) Plan, an employee who is on parental leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance parental benefits pursuant to Section 22 of the *Employment Insurance Act*, shall be paid a supplemental unemployment benefit for a period not exceeding eleven (11) weeks. That benefit shall be equivalent to the difference between ninety-three percent (93%) of the employee's normal weekly earnings and the sum of his or her 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 his or her last day worked prior to the commencement of the leave times the employee's normal weekly hours, plus any wage increase or salary increment that the employee would be entitled to if he or she were not on parental leave.

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

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

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

**12.07(B) – PARENTAL LEAVE**

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

- (a) Parental leaves will be granted in accordance with the provisions of the *Employment Standards Act*, except where amended in this provision. The service requirement for eligibility for parental leave shall be thirteen (13) weeks of continuous service.
- (b) An employee, who qualifies for parental leave, other than an adoptive parent, shall give written notification of at least two (2) weeks in advance of the date of the commencement of such leave and the expected date of return.
- (c) For the purposes of this article, parent shall be defined to include a person with whom a child is placed for adoption and a person who is in a relationship of some permanence with a parent of a child and who intends to treat the child as his or her own.
- (d) An employee who is an adoptive parent shall advise the Hospital as far in advance as possible of having qualified to adopt a child, and shall request the leave of absence, in writing, upon receipt of confirmation of the pending adoption. If, because of late receipt of confirmation of the pending adoption, the employee finds it impossible to request the leave of absence in writing, the request may be made verbally and subsequently verified in writing. An employee shall reconfirm his or her 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 his or her 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 his or her last day worked prior to the commencement of the leave times the employee's normal weekly hours, plus any wage increase or salary increment that the employee would be entitled to if he or she were not on parental leave.

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

**12.07(B) – PARENTAL LEAVE Continued**

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 he or she not been on parental leave, the employee shall be reinstated to her former duties, on the same shift in the same department, and at the same rate of pay.

**12.08 – EDUCATION LEAVE**

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

**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 his or her former position unless the position has been discontinued, in which case the employee shall be given a comparable job.

- (m) Final approval for entry into the pre-paid leave program will be subject to the employee entering into a formal agreement with the 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 of the employee's spouse
- the spouse of a child of the employee
- the employee's brother or sister
- a relative of the employee who is dependent on the employee for care or assistance.

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

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



**12.11 – COMPASSIONATE CARE LEAVE**

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

**ARTICLE 13 – SICK LEAVE, INJURY AND DISABILITY**

**13.01 - HOODIP**

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

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

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

- b) Effective the first of the month following the transfer all existing sick leave plans in the affected Hospitals shall be terminated and any provisions relating to such plans shall be null and void under the respective Collective Agreements except as to those provisions relating to pay-out of unused sick leave benefits which are specifically dealt with hereinafter.

- 13.01 c) Existing sick leave credits for each employee shall be converted to a sick leave bank to the credit of the employee. The "sick leave bank" shall be utilized to:
- (1) supplement payment for lost straight time wages on sick leave days under the new program which would otherwise be at less than full wages or no wages and,
  - (2) where a pay-out provision existed under the former sick leave plan in the Collective Agreement, pay-out on termination of employment shall be that portion of any unused sick leave days under the former conditions relating to pay-out,
  - (3) where, as of the effective date of transfer, an employee does not have the required service to qualify for pay-out on termination, his existing sick leave credits as of that date shall nevertheless be converted to a sick leave bank in accordance with the foregoing and he shall be entitled, on termination, to that portion of any unused sick leave days providing he subsequently achieves the necessary service to qualify him for pay-out under the conditions relating to such pay-out.
  - (4) an employee who, as of the effective date of transfer, has accumulated sick leave credits and is prevented from working for the Hospital on account of an occupational illness or accident that is recognized by the Workplace Safety & Insurance Board as compensable within the meaning of the *Workplace Safety & Insurance Act*, the Hospital, on application from the employee will supplement the award made by the Workplace Safety & Insurance Board for loss of wages to the employee by such amount that the award of the Workplace Safety & Insurance Board for loss of wages, together with the supplementation of the Hospital, will equal 100% of the employee's net earnings, to the limit of the employee's accumulated sick leave credits.
- d) There shall be no pay deduction from an employee's regular scheduled shift when an employee has completed any portion of the shift prior to going on sick leave benefits or WSIB benefits.
- e) The Hospital further agrees to pay employees an amount equal to any loss of benefits under HOODIP for the first two (2) days of the fourth and subsequent period of absence in any calendar year.
- f) Any dispute which may arise concerning an employee's entitlement to any benefits referred to in Article 13.01, including HOODIP and equivalents, may be subject to the grievance and arbitration under the provisions of this collective agreement.

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

- g) A copy of the current HOODIP plan text or, where applicable, the master policy of the current HOODIP equivalent, shall be provided to the Union.
- h) The Hospital shall pay the full cost of any medical certificate required of an employee.
- i) The short-term sick leave plan shall be registered with the Employment Insurance Commission (EIC). The employee's share of the employer's unemployment insurance premium reduction will be retained by the Hospital towards offsetting the cost of the benefit improvements contained in this agreement.

Note: Provisions 13.c)(3) and 13.c)(4) shall apply for the short and long term disability plan to those employees in the full time Collective Agreements who are now on an accumulating sick leave plan. Any Medical/Dental Care provisions currently in the agreement shall be removed.

- (5) an employee who, as of the effective date of transfer, has accumulated sick leave credits and is prevented from working for the Hospital on account of an occupational illness or accident that is recognized by the Workplace Safety & Insurance Board as compensable within the meaning of the *Workplace Safety & Insurance Act*, the Hospital, on application from the employee will supplement the award made by the Workplace Safety & Insurance Board for loss of wages to the employee by such amount that the award of the Workplace Safety & Insurance Board for loss of wages, together with the supplementation of the Hospital will equal 100% of the employee's net earnings, to the limit of the employee's accumulated sick leave credits.

#### 13.02 – INJURY PAY

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

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

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

## ARTICLE 14 – HOURS OF WORK

### 14.01 – DAILY & WEEKLY HOURS OF WORK

The normal scheduled hours shall be seventy-five (75) hours for every two (2) week period, exclusive of a half hour unpaid meal break, an average of thirty-seven and one-half (37 1/2) hours per week or seven and one-half (7 1/2) hours per day. The meal period shall be an uninterrupted period except in cases of emergency.

### 14.02(A) – REST PERIODS

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

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

### 14.02(B) – REST PERIODS(PT)

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

Part-time employees shall be entitled to a paid rest period of fifteen (15) minutes for each three and three-quarter (3 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 tour provisions may be negotiated by the parties at the local level.

### 14.05 – JOB SHARING

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

## **ARTICLE 15 – PREMIUM PAYMENT**

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

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

### **15.02 – DEFINITION OF OVERTIME**

Overtime shall be defined as all hours worked in excess of the regular shift or over seventy-five (75) hours per two (2) week period.

### **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 his or her straight time hourly rate for all additional contiguous overtime hours worked.

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

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

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

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

### **15.05 – REPORTING PAY**

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

### **15.06 – CALL-BACK**

Where employees are called back to work after having completed a regular shift, and prior to the commencement of their next regular shift, they shall receive a minimum of four (4) hours of work or four (4) hours pay at the rate of time and one-half (1½) their regular hourly earnings. Superior provisions shall remain.

### **15.07 – STANDBY**

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

as set out in the Appendix of Local Provisions, the employee shall receive standby pay in the amount of \$4.90 per hour.

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

15.08 – TEMPORARY TRANSFER

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

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

15.09 – SHIFT AND WEEKEND PREMIUM

Employees shall be paid a shift premium of one dollar and twenty cents (\$1.20) per hour for all hours worked where the majority of their scheduled hours fall between 1500 and 0700 hours.

The same one dollar and twenty cents (\$1.20) per hour will be paid as weekend premium for all hours worked between 2400 hours Friday and 2400 hours Sunday, or such other 48-hour period as may be agreed upon by the local parties.

**ARTICLE 16 – HOLIDAYS**

16.01 – NUMBER OF HOLIDAYS

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

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

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

16.02 – DEFINITION OF HOLIDAY PAY AND QUALIFIERS

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

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

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

16.02 Continued

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

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

16.03(A) – PAYMENT FOR WORKING ON A HOLIDAY

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

If an employee is required to work on any of the holidays set out in the local Appendix the employee shall be paid at the rate of time and one-half (1-1/2) her regular straight time hourly rate of pay for all hours worked on such holiday subject to Article 16.04. In addition, if the employee qualifies in accordance with Article 16.02 above the employee will receive a lieu day off with pay in the amount of the employee's regular straight time hourly rate of pay times the employee's normal daily hours of work.

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

16.03(B) – PAYMENT FOR WORKING ON A HOLIDAY

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

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

If an employee is required to work on any of the holidays set out in the local Appendix the employee shall be paid at the rate of time and one-half (1-1/2) her regular straight time hourly rate of pay for all hours worked on such holiday.

16.04 – PAYMENT FOR WORKING OVERTIME ON A HOLIDAY

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

**ARTICLE 17 – VACATIONS****17.01(A) – FULL-TIME VACATION ENTITLEMENT, QUALIFIERS AND CALCULATION OF PAYMENT***(The following clause is applicable to Full-Time employees only)****Subject to any superior conditions:***

An employee who has completed the following number of continuous years of service:	But less than the following number of continuous years of service:	Is entitled to the following number of weeks of annual vacation with pay:
1	2	2
2	5	3
5	12	4
12	20	5
20	28	6
28		7

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

**17.01(B) – PART-TIME ENTITLEMENT, QUALIFIERS AND CALCULATION OF PAYMENT***(The following clause is applicable to part-time employees only)****Subject to any superior conditions:***

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

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

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

**17.02 – WORK DURING VACATION**

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



**17.03 – ILLNESS DURING VACATION**

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

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

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

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

**17.04 – BEREAVEMENT DURING VACATION**

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

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

**ARTICLE 18 – HEALTH & WELFARE**

**18.01 – INSURED BENEFITS**

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

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

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

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

18.01(b) Continued

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

Subject to superior conditions services of a chiropractor and of a licensed or registered physiotherapist will be covered up to an annual maximum of \$375 for each service.

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

- (c) The Hospital agrees to contribute 100% of the billed premium towards coverage of eligible employees in the active employ of the Hospital under HOODIP in effect as of September 28, 1993 or such other group life insurance plan currently in effect providing the balance of the monthly premium is paid by the employee through payroll deductions.
- (d) The Hospital agrees to contribute 75% of the billed premiums towards coverage of eligible employees in the active employ of the Hospital under the Blue Cross #9 Dental Plan in effect as of September 28, 1993 or comparable coverage with another carrier.

Dental recall, including preventative services, every 9 months.

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

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

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

**18.02 – CHANGE OF CARRIER**

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

It is understood that the Hospital may at any time substitute another carrier for any plan (other than OHIP) provided the benefits conferred thereby are not in total decreased. The Hospital shall notify the Union sixty (60) days in advance of making such a substitution to explain the proposed change and to ascertain the views of the employees. Upon a request by the Union, the Hospital shall provide to the Union, full specifications of the benefit programs contracted for and in effect for employees covered herein. The Hospital will provide the Union with the full details of any changes made by an existing carrier to current plan provisions.

**18.03 – PENSION**

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

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

**18.04 – BENEFITS FOR PART-TIME EMPLOYEES**

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

A part-time employee shall receive in lieu of all fringe benefits (being those benefits to an employee, paid in whole or part by the 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 his/her regular straight time hourly rate for all straight time hours paid.

**18.05 – UNION EDUCATION**

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

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

**ARTICLE 19 – HEALTH & SAFETY**

**19.01 – PROTECTIVE FOOTWEAR**

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

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

19.02 – INFLUENZA VACCINATION

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

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

**19.03 – VIOLENCE**

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

To that end, the local parties will determine appropriate solutions to promote health and safety in workplaces, including, but not limited to:

- Violence in the Workplace (including Verbal Abuse)
- In particular, the local parties will consider appropriate measures to address violence in the workplace, which may include, among other remedies:
  - (i) Electronic and visual flagging;
  - (ii) Properly trained security who can de-escalate, immobilize and detain / restrain;
  - (iii) Appropriate personal alarms;
  - (iv) Organizational wide risk assessments assessing environment, risk from patient population, acuity, communication, and workflow and individual client assessments; and
  - (v) Training in de-escalation, “break-free” and safe immobilization/detainment/restraint.

“Workplace violence” means,

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

**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 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.

**20.01(A) – JOB CLASSIFICATION-Continued**

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 her position, the Hospital may, subject to its operational requirements, establish a special classification and salary in an endeavour to provide the employee with an opportunity of continued employment. This provision shall not be construed as a guarantee that such special classification(s) will be made available or continued.

**20.01(B) – JOB DESCRIPTIONS**

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

**20.02 – ASSIGNMENT OF DUTIES FROM ANOTHER CLASSIFICATION**

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

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

**20.03 – PROMOTION TO A HIGHER CLASSIFICATION**

An employee who is promoted to a higher rated classification within the bargaining unit will be placed in the range of the higher rated classification so that he shall receive no less an increase in

wage rate than the equivalent of one step in the wage rate of his previous classification (provided that he does not exceed the wage rate of the classification to which he has been promoted).

#### 20.04 – WAGES 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

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

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 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.

### **ARTICLE 21 – FISCAL ADVISORY COMMITTEE**

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

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

### **ARTICLE 22 – APPRENTICESHIP COMMITTEE**

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

***Brockville General Hospital CUPE Local 5666, 2021 to 2023***

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, 2021. 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.



**LETTER OF UNDERSTANDING - RE: Regarding the introduction of HOODIP to  
Hospitals with Accumulating Sick Leave Plans**

**between**

**Brockville General Hospital  
(the "Employer")**

**And**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 5666  
(the "Union")**

Participating CUPE locals and Hospitals agree to meet to discuss the merits of introducing HOODIP to their CUPE bargaining units.

It is understood that such meetings will occur within 6 months following the date of ratification of the Memorandum of Settlement.

Dated at Brockville, Ontario this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**FOR THE HOSPITAL:**

**FOR THE UNION:**

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**LETTER OF UNDERSTANDING - RE: HOODIP**

**between**

**Brockville General Hospital  
(the "Employer")**

**And**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 5666  
(the "Union")**

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

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

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

The working group will arrange its activities in order to endeavour to arrive at joint recommendations for the central parties by March 31, 2021.

Dated at Brockville, Ontario this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**FOR THE HOSPITAL:**

**FOR THE UNION:**

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**LETTER OF UNDERSTANDING - RE: Voluntary Part-time Benefits**

**between**

**Brockville General Hospital  
(the "Employer")**

**And**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 5666  
(the "Union")**

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. It is understood and agreed that the part-time employees would pay the Employer the full amount of the monthly premiums, in advance.

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

Dated at Brockville, Ontario this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**FOR THE HOSPITAL:**

**FOR THE UNION:**

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**LETTER OF UNDERSTANDING - RE: RPN Rates**

**between**

**Brockville General Hospital  
(the "Employer")**

**And**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 5666  
(the "Union")**

CUPE and the Participating Hospitals agree to establish a provincial working group consisting of up to three representatives each, to discuss the issue of RPN rates across the province, and the feasibility of moving towards a provincial or common wage rate.

The working group will have access to expertise and resources as appropriate. The working group will commence meeting sixty (60) days following ratification of the collective agreement.

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

The working group will arrange its activities in order to endeavour to arrive at joint recommendations for the central parties four (4) months prior to the expiry of the collective agreement.

Dated at Brockville, Ontario this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**FOR THE HOSPITAL:**

**FOR THE UNION:**

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**MEMORANDUM OF AGREEMENT – RE: Benefits Review Committee**

**between**

**Brockville General Hospital  
(the “Employer”)**

**And**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 5666  
(the “Union”)**

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 Brockville, Ontario this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**FOR THE HOSPITAL:**

**FOR THE UNION:**

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**LETTER OF UNDERSTANDING - RE: Grievances Related to Article 3.02**

**between**

**Brockville General Hospital  
(the "Employer")**

**And**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 5666  
(the "Union")**

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

Dated at Brockville, Ontario this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**FOR THE HOSPITAL:**

**FOR THE UNION:**

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**LETTER OF UNDERSTANDING - RE: Workload Complaint Form**

**between**

**Brockville General Hospital  
(the "Employer")**

**And**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 5666  
(the "Union")**

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. This 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 agree 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 Brockville, Ontario this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**FOR THE HOSPITAL:**

**FOR THE UNION:**

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**APPENDIX A: RPN WORKLOAD COMPLAINT FORM**

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

SECTION 1: INFORMATION	
Name(s) Of Employee(s) Reporting:	
Employer:	Unit/Program:
Date of Occurrence:	Time: <input type="checkbox"/> 7.5 Hr Shift <input type="checkbox"/> 11.25Hr Shift
Name of Supervisor:	Date/Time Submitted:

**SECTION 2: DETAILS OF OCCURRENCE**

Provide a concise summary of the occurrence:

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

**SECTION 3: INITIAL ATTEMPT AT RESOLUTION**

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

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

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No    Why not? \_\_\_\_\_

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

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

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No    Why not? \_\_\_\_\_

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

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

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No    Why not? \_\_\_\_\_

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**SECTION 4: WORKING CONDITIONS/CONTRIBUTING FACTORS**

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

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

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

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

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

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

Absence/Emergency leave     Sick call(s)     Vacancies

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

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

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

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

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

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

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**SECTION 5: RPN RECOMMENDED SOLUTIONS**

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

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

Provide details for each checked box above: \_\_\_\_\_

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

**SECTION 6: EMPLOYEE SIGNATURES**

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

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

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

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

**SECTION 7: MANAGEMENT COMMENTS**

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

**Process as outlined in Article 9.15 (b) – (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\* 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 B: NON-RPN WORKLOAD COMPLAINT FORM**

N.B. All sections of the form **must** be completed prior to submission for review.  
The parties agree that patient care is enhanced if concerns relating to professional practice, patient acuity, fluctuating Work-Loads and fluctuating staffing are resolved in a timely and effective manner.

**SECTION 1: GENERAL INFORMATION**

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

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

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

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

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

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

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

**SECTION 2: WORKING CONDITIONS**

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

Type of Work Being Performed (please describe)

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

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

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

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

**SECTION 3: DETAILS OF OCCURRENCE**

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

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

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**SECTION 4: REMEDY**

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

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

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

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**SECTION 5: RECOMMENDATIONS**

To correct this problem, I/we recommend:

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

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

**SECTION 7: MANAGEMENT COMMENTS**

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

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## **APPENDIX OF LOCAL ISSUES**

### **ARTICLE A - RECOGNITION**

A-1 The Employer recognizes the Canadian Union of Public Employees, Local 5666, as the bargaining agent for all employees at Brockville General Hospital, save and except:

Professional medical staff; dieticians; pharmacists; executive secretaries/assistants; human resources staff; payroll clerks/officers; information technology staff; Director Patient Care assistants; Coordinators, supervisors; persons above the rank of supervisor; co-op students and students employed during the school vacation period; and persons for whom any other trade union held bargaining rights as of May 10, 2012.

### **ARTICLE B - RESERVATION OF HOSPITAL MANAGEMENT FUNCTIONS**

B-1 The Union acknowledges that it is the exclusive function of the Employer, subject to the provisions of this collective agreement, to:

- (a) Maintain order, discipline and efficiency, and to establish and enforce rules and regulations to be observed by employees.
- (b) To hire, discharge, direct, transfer, classify, promote, demote, suspend employees provided that a claim of discharge or discipline without reasonable cause may be the subject of a grievance and dealt with as hereinafter provided.
- (c) To determine where, in what manner, at what time and under what conditions employees in the Bargaining Unit shall perform their duties.
- (d) To determine, in the interest of efficient operation and highest standard of service, job rating or classification, the hours of work, work assignments, methods of doing the work and the working establishment for any service provided always, except in the case of emergency, that reasonable notice shall be given to the employee or employees involved of any change to be made.
- (e) Generally to manage and operate the Hospital in a manner consistent with the obligations of the Hospital to the general public in the community served.

### **ARTICLE C - UNION DUES AND UNION AGREEMENT**

- C-1 The Employer agrees to deduct monthly an amount equal to the current dues in accordance with the local's by-laws. Such deductions shall commence on the first full pay period following the date of hire of the employee. Deductions shall be made from each pay and shall be forwarded to the National Secretary Treasurer of the union not later than the 15<sup>th</sup> of the following month, accompanied by a list of names of employees from whom deductions have been made. Notification of payment to National will be made in writing to Treasurer and President.
- C-2 All new employees shall be given a copy of the Union Agreement at the time they are employed. Cost of in house printing will be borne by the Employer.
- C-3 The Employer will provide the Union with a list of addresses of all employees in the bargaining unit on every April 1st unless an employee notifies the employer in writing that they do not wish that their address be made known to the Union.
- C-4 The Employer shall provide sufficient meeting space to allow the Local Union to hold its monthly meetings on the hospital premises, provided such space is available. The Union agrees to provide an annual list of meetings for which space is required.
- C-5 The Employer will submit a monthly bill to the Union for time booked off on Union Leave.

### **ARTICLE D - BULLETIN BOARD**

- D-1 A bulletin board designated as "Union Bulletin Board" shall be provided by the Employer at each site of the Hospital. The Union shall have the right to post reasonable notices. The President and CEO of the Hospital or their designate may remove those that do not meet the above requirement.

### **ARTICLE E - SENIORITY LIST**

- E-1 The Employer shall maintain a seniority list of the Bargaining Unit, showing the employee's date of last hire with the Hospital. An up-to-date seniority list shall be sent to the Union and posted on the Union Bulletin Board in July and December of each year. The list will be posted and remain posted for a period of thirty (30) calendar days. If no challenge to the list is filed in writing to the Employer and copied to the Union within this period, the list shall be accepted by all employees as correct. No part time employee shall be credited with more than 1725 hours seniority in a calendar year.



## **ARTICLE F - UNION REPRESENTATION**

The Union will endeavour to have the membership of the following committees indicative of its membership:

F-1 **Stewards**

The Employer acknowledges the right of the Union to appoint or otherwise select six (6) stewards and a Chief Steward to assist employees in presenting their grievances to the representative of the Hospital.

F-2 **Grievance Committee**

The Union shall notify the Employer in writing of the names of each Steward and the department(s) they represent, and the name of the Chief Steward before the Employer shall be required to recognize them. The Union's Grievance Committee shall consist of the President, Recording Secretary, Chief Steward and the Steward involved with the Grievance.

F-3 **Negotiating Committee**

The Employer shall recognize a negotiating committee consisting of not more than six (6) members who shall represent the bargaining unit.

The Union agrees to supply the Employer with the names of the Negotiating Committee members.

F-4 **Redeployment Committee**

There shall be a Redeployment Committee comprised of five (5) representatives of the Union and five (5) representatives of the Employer. The membership of the Committee may be expanded by mutual consent.

The Union agrees to supply the Employer with the names of the Redeployment Committee members.

F-5 **Labour-Management Committee**

There shall be a Union-Hospital Committee comprised of five (5) representatives of the Union, one of whom shall be the President, or designate and five (5) representatives of the Employer. The membership of the Committee may be expanded by mutual consent.

## ARTICLE G - PAID HOLIDAYS

G-1 The following shall be recognized as paid holidays:

New Years Day	Civic Holiday
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
July 1 <sup>st</sup>	Boxing Day

- G-2 (a) In order to qualify for holiday pay, a full-time employee must have earned wages in twelve (12) of the twenty-eight (28) days preceding the holiday.
- (b) In no event will an employee who has been laid off for lack of work receive payment for any Statutory Holiday which occurs during the period of layoff.
- G-3 (a) When a paid holiday falls during an employee's regularly scheduled shift, subject to operational requirements, the employee shall be entitled to work their scheduled shift.
- (b) If a paid holiday falls during an employee's regularly scheduled day off in a department that does not operate on a seven (7) day per week basis, the Employer will designate an alternate day to observe the holiday.
- (c) If a paid holiday falls during an employee's regularly scheduled day off in a department that does operate on a seven (7) day per week basis, the employee shall receive an alternate day off work at a time mutually agreed.
- G-4 a) Each full time and regular part time employee covered by the terms of this Collective Agreement shall be scheduled off at either Christmas or New Year's on a rotating basis. In the event of a dispute, which cannot be otherwise resolved, seniority shall be the determining factor. An employee may work both holidays when mutually agreed between the employee and department manager.
- b) The Employer will then post the holiday schedule by November 15<sup>th</sup> annually for the period which includes January 1<sup>st</sup> covering December 15<sup>th</sup> to the end of the pay period which includes January 1<sup>st</sup>.

- G-5 Effective September 21, 2012, where an employee accumulates more than twenty-two and one-half (22 ½) hours, such excess hours will be paid out in the next pay period.

## **ARTICLE H - VACATIONS**

- H-1 a) Employees must forward their written request for desired summer vacation dates (for June, July, August and September) by March 15<sup>th</sup> of the respective vacation year. Receipt of requests will be acknowledged in writing. The Employer shall post a summer vacation schedule approving vacation requests submitted on or before March 15<sup>th</sup> by seniority, no later than May 15<sup>th</sup> of the respective vacation year, after which vacations for that period shall be approved as requested.
- b) For the vacation periods outside of the months of June 15<sup>th</sup> to September 15<sup>th</sup>, and for requests during that period not submitted by March 15<sup>th</sup>, written requests will be processed as submitted on a first come first served basis, based on the needs of the unit. The employer will respond in writing via the Hospital email system within ten (10) business days of receiving the written request. The response shall include a reason why the request was denied if applicable.
- c) An employee is entitled to take two (2) weeks' vacation from June 15<sup>th</sup> to September 15<sup>th</sup>. However, additional requests may be granted after all employees have had an opportunity to request vacation for this period. Written requests for vacation during the Christmas schedule will be considered in special circumstances.
- d) In the event that an employee transfers into another department or area after the posting of vacations, the Employer will endeavour to honour the approved vacation in the new department or area.
- H-2 Where a dispute arises between employees requesting the same vacation time and such requests cannot be accommodated by the Employer then seniority shall apply.
- H-3 Subject to H 1 c) and unless otherwise agreed upon between the employee and the Employer, an employee may be entitled to receive their vacation in an unbroken period, subject to operational requirements.

- H-4 If a paid holiday or declared holiday falls or is observed during a full-time employee's vacation period, they shall be granted an additional day's vacation for each such holiday in addition to their regular vacation time.
- H-5 Notwithstanding H-3 and subject to H 1 c, vacation entitlement may be taken a day at a time upon receipt of an employee's written request, subject to operational requirements.
- H-6 An employee terminating their employment at any time in their vacation year before they have had their vacation shall be entitled to a proportionate payment of salary or wages in lieu of such vacation.
- H-7 A special request may be considered where there are legitimate personal reasons, and up to five (5) days' vacation may be carried over a maximum of three (3) months into the following vacation year with the written approval of the employee's Department Head.

#### ARTICLE I - SICK LEAVE

- I-1 An employee taking ill (non work related) while on shift will notify the head of their department or designate, before leaving their duties, and when feasible, inform Occupational Health Services. Should an Occupational Health Nurse be available, they should be consulted prior to departure. Where the illness takes place while the department head or designate is off site, the department head or designate will be notified as soon as possible, and provided with an indication when the employee will be able to return to work.

In the event of a workplace illness or injury, the employee will notify the head of their department or designate and report to Occupational Health Services, or the Emergency Room during off hours, before leaving their duties.

In cases where an employee takes ill or is injured while away from the hospital such that they cannot report for a normally scheduled shift, employees will follow normal hospital and departmental policies for reporting such absences.

- I-2 The parties agree that the sick leave provisions in this collective agreement will be administered in a fair and reasonable manner.

**ARTICLE J - SCHEDULING OF WORK**

- J-1 The schedules of all full-time employees and regular part time employees shall be posted four (4) weeks in advance showing an eight (8) week schedule. Once posted the schedules may only be changed by mutual agreement between the employee and their immediate supervisor. All changes will be confirmed in writing to the employee via the Hospital email system. An employee may be permitted to change their scheduled hours with another employee at least twenty-four (24) hours prior to the requested change, provided that the agreement is in writing and signed by both employees and is approved by the immediate supervisor, or designate, concerned and such arrangement will not result in the requirement of any premium payment by the Employer. The immediate supervisor or designate shall not unreasonably deny the request of mutually exchanged shifts.
- J-2 The Employer agrees that there will be no split shifts.
- J-3
- a) As far as possible days off for full time employees shall be consecutive and planned in such a way as to distribute equally free weekends (Saturday and Sunday), and holidays listed in Article G-I. Full-time employees shall receive at least 2 weekends off in 4 weekends. No full-time employee will be required to work more than six (6) consecutive shifts.
  - b) As far as possible, days off for regular part time employees shall be consecutive and planned in such a way as to distribute equally free weekends so as to provide each employee with a minimum of two (2) weekends off in six (6) weekends. No regular part time employee will be required to work more than six (6) consecutive days.
  - c) The limitations in 3a and 3b above will not apply in the following circumstances:
    - (a) where an additional weekend has been worked by the employee to satisfy specific days off requested by such employee; or
    - (b) where the employee has requested weekend work; or
    - (c) where the additional weekend is worked as a result of an exchange of shifts with another employee.
  - d) A weekend is defined as fifty-six (56) consecutive hours off work during the period following completion of the Friday evening shift until the commencement of the Monday day shift.
- J-4 Employees must report to their place of work in uniform where applicable, ready to work, at the designated starting time.

## ARTICLE J - SCHEDULING OF WORK-Continued

J-5 When, circumstances are such that the regular schedule for full time and regular part time employees cannot be adhered to, Department Heads and the employees concerned shall attempt to arrange a mutually satisfactory timetable. In the event of disagreement regarding schedule of working hours, the Department Heads shall make the final decision. Failure to provide 24 hours' notice concerning a schedule change will result in premium pay of time and one-half (1 1/2) for the first shift of the new schedule.

J-6 Off Time Between Shifts

An employee shall have a minimum of twelve (12) hours off between the end of one shift and the commencement of the next shift. If, however, an employee is required to report on a second shift in any less than twelve (12) hours after finishing the first shift, the employee shall be paid at premium rates for the period worked before the twelve (12) hour time allowed for shift change has expired.

J-7 Whenever possible Union/Management meetings will be scheduled at a time convenient to the employees / union representatives work schedule with ample notice of the meeting to both.

J-8 Regular part time employees are committed to be available for work as required by the Employer subject to any entitlements or any leaves under this collective agreement. A regular part-time employee's commitment includes but is not limited to working regularly scheduled shifts up to forty-eight (48) hours in a two week pay period.

Employees may submit, in writing, a maximum of two (2) weeks unavailability during the time period of June 15<sup>th</sup> to September 15<sup>th</sup>.

- J-9 a) Any shift that becomes available after the regular part time schedule has been posted shall be made available to qualified employees who have completed unit orientation in designated specialty areas (i.e. Critical Care, Maternal Child, Surgical Services, Mental Health), equitably by seniority up to seventy-five (75) hours in a pay period, as follows:
- 1) regular part-time employees within the classification, within the department.
  - 2) Regular part-time employees within the classification, within the hospital, who have responded to an expression of interest communicated by the employer.

J-9 Continued

- 3) Casual employees within the classification, within the department.
- 4) Casual employees within the classification, within the hospital, who have responded to an expression of interest communicated by the employer.

In the event of temporary layoffs, slowdowns or bed closures, the Employer and Union shall meet to discuss the implementation of this clause.

For purposes of clarity of this article only: Classification means job title.

J-10 Where an employee is called in to work a regular shift less than two (2) hours prior to the commencement of the shift, and arrives within one (1) hour of the commencement, then they shall be paid for a full shift at the regular straight time hourly rate provided that they work until the normal completion of the shift.

J-11 Where the Employer requires an employee to remain on-site during their unpaid meal break, the Employer shall pay the employee at their straight time hourly rate.

J-12 a) Where a casual part-time employee has not worked for the Employer for a period of six (6) months, the Employer shall forward a letter to the employee's last known address. The letter will advise the employee that they must provide reasonable availability for shifts and current registration/certification (if applicable), within two (2) weeks of letter issuance.

Regular part-time employees who hold secondary casual position(s) but have not worked in the casual position(s) for a period of six (6) months, will be subject to the aforementioned process. Only the casual positions of the regular part-time employee will be subject to termination.

b) The parties agree that any one employee can hold no more than one (1) full-time position, one (1) regular part-time position and two (2) casual positions, or three (3) casual positions.

Employees holding more than three (3) positions prior to ratification may continue to hold this number of positions but will be required to resign from one (1) position prior to accepting additional position.

J-13 Full-time employees working their third (3<sup>rd</sup>) consecutive weekend shall be paid one and one-half (1½X) times their straight time hourly rate of pay. Full-time employees shall continue receiving premium pay for each consecutive weekend worked until a weekend off is provided save and except if the cause of working three (3) or more consecutive weekends is due to a shift exchange.

J-13 – Continued

Premium payment for subsequent weekends (beyond initial third), will be equivalent to the number of hours worked on the last scheduled weekend off or number of actual hours worked whichever is less.

- J-14 a) An employee who is called into work from standby and,
- I. Works a minimum of three (3) hours;
  - II. Works beyond 2400, and
  - III. Is scheduled for the next day shift

Shall be permitted leave with pay for that part of the next day shift to allow an eight (8) hour rest period between the end of the call in and the commencement of work on the regularly scheduled shift.

- b) An employee whose shift is extended into their standby period, and works beyond midnight (24:00) will not be required to return to regular duties at the Hospital without eight (8) hours of time off, without loss of any earnings. The employee shall not report to work until after eight (8) hour rest period has ended, unless specifically requested by the Employer to do so and the employee agrees.

**ARTICLE K - TEMPORARY POSTING**

- K-1 a) When a permanent employee accepts a temporary position, upon completion of the temporary position, the employee shall be reinstated to their former position.
- b) The Employer will endeavor to provide the employee fourteen (14) days' notice in writing to end a temporary position.

**ARTICLE L - EXTENDED TOURS**

The Parties agree to the following terms and conditions regarding the implementation of extended tours:

- L-1 The normal daily extended tour shall be eleven and one-quarter (11.25) consecutive hours in any twenty-four (24) hour period, exclusive of a total of forty-five (45) minutes of unpaid meal time.

Employees working normal daily extended tours shall be entitled, subject to operational demands, to rest period during the tour of a total of forty-five (45) minutes.



- L-2 For full-time employees who work extended tours and who qualify for holiday pay pursuant to Article 16 of this Agreement:
- (a) Pay for holidays for which they are not required to work shall be for seven and one-half (7½) hours.
  - (b) Pay for holidays for which they are required to work shall be pursuant to Article 16 of this Agreement and the lieu day shall consist of seven and one-half (7½) hours.
  - (c) If they are required to work a holiday and they request that holiday off, pay for such holiday shall be for seven and one-half (7½) hours; should said shift be an extended tour, the employee may elect to designate the remainder of the shift as an unpaid leave of absence or as vacation time.
- L-3
- a) For those employees working extended tours, sick time shall be in compliance with HOODIP, Article 13.01, used in hours.
  - b) For those employees working extended tours, vacation time shall be earned in compliance with 17.01 a) and b) and converted to hours for use.
- L-4 There shall be twelve (12) hours off between shifts.
- L-5 No regular part time employee who works extended hours will be required to work more than three (3) consecutive days without two (2) days off.
- L-6 When an employee is required to change shifts, twelve (12) hours shall be allowed between shifts. If, however, an employee is required to report on a second shift in any less than twelve (12) hours after finishing the first shift, the employee shall be paid at overtime rates for the period worked before the twelve (12) hour time allowed for shift change has expired.
- L-7 Overtime shall be paid for all hours in excess of the regular daily shift. Overtime shall be paid for all hours paid in excess of 75 hours in a two-week period. Where employees are covered under a signed averaging of hours agreement, hours of work per week will be averaged over an eight (8) week period for overtime pay purposes.
- L-8 Extended tours shall be introduced into the unit when:
- (i) seventy percent (70%) of all employees (full-time and regular part-time combined) in the unit so indicate by secret ballot, and
  - (ii) the Employer and the Union agree to implement extended tours.

- L-9 Extended tours may be discontinued in the unit when:
- (i) fifty percent (50%) of all employees (full-time and regular part-time combined) in the unit so indicate by secret ballot, or
  - (ii) the Employer or the Union provides the other Party with written notice of its desire to discontinue the extended tours.
- L-10 When written notice of discontinuation is given by either Party in accordance with K-9 above, then the Parties shall meet within two (2) weeks of the giving of notice to review the request for a discontinuation, and where it is determined that the extended tours will be discontinued, affected employees shall be given sixty (60) days' notice before the schedules are so amended.

#### **ARTICLE M - CORRESPONDENCE**

- M-1 All correspondence between the parties, arising out of this agreement or incidental thereto, shall pass to and from the Manager of People Services or designate and the President of the Local or designate.

#### **ARTICLE N - UNIFORMS**

- N-1 Where the Employer requires an employee to be in uniform such uniform shall be supplied and laundered by the Employer. The Employer will replace uniforms as often as necessary. Uniforms will be provided by January 15<sup>th</sup> annually.
- N-2 Hospital uniforms shall not be worn outside the Hospital after working hours if they are supplied by the Hospital except during travel to and from Home.
- N-3 The Employer shall make available at no cost to the employee winter outerwear and winter footwear for employees required to work outdoors or in sub-normal temperatures.

#### **ARTICLE O - TRAVEL ALLOWANCE**

- O-1 The Employer will pay the corporate rate per kilometre, as amended from time to time, for all employees requested to travel by the employer in the course of their job (excluding driving to and from work).

When calculating distance where a trip begins at home, the distance charged will be the lesser of from home or office to the designated location.

O-1 - Continued

Employees who incur parking fees on approved Hospital business will be reimbursed as per the Hospital's Employee Travel Expense Policy.

**ARTICLE P - MEAL ALLOWANCE**

P-1 Any employee required to perform authorized overtime work of at least three (3) hours duration will receive a meal allowance of six dollars (\$6.00).

**ARTICLE Q - TRANSFER TO LOWER PAYING CLASSIFICATION**

Q-1 When an employee posts or transfers into a lower paying classification, the employee will be placed in the range of the lower paid classification such that the rate of pay will be no greater an amount than one increment lower than the employee's former classification, if possible.

If a temporary transfer is requested by the Employer, the employee shall suffer no loss of pay by reason of the transfer.

**ARTICLE R - EDUCATIONAL DEVELOPMENT**

R-1 The Employer may pay a portion of the costs (not including wages of employees) of any Union sponsored Health and Safety, WSIB or EAP seminars or educationals.

**ARTICLE S - JOINT HEALTH AND SAFETY COMMITTEE**

S-1 a) It is in the mutual interests of the parties to promote health and safety in the workplace and to prevent and reduce the occurrence of workplace injuries and occupational diseases. The parties agree that employees have the right to a safe and healthy work environment and that health and safety is of the utmost importance. The parties agree to promote health and safety and wellness. The parties further agree that when faced with occupational health and safety decisions, the Employer will not await full scientific certainty or absolute certainty before taking reasonable action(s) that reduces risk and safety to new and current employees on an ongoing basis and employees shall attend required health and safety training sessions.

S-1 – Continued

- b) Joint Health and Safety Committee  
Recognizing its responsibilities under the applicable legislation, the Employer agrees to accept as a member of its Joint Health and Safety Committee, at least two (2) representatives per committee selected or appointed by the Union from amongst bargaining unit employees. There shall be a separate Joint Health and Safety Committee at each site unless mutually agreed otherwise. The parties fully endorse the responsibilities of employer and employees under the Occupational Health and Safety Act. Accordingly, the provisions of the Occupational Health and Safety Act are incorporated into and form part of this collective agreement and the rights and responsibilities set out therein will not be diminished.
- c) Such Committee shall identify potential dangers and hazards, institute means of improving health and safety programs and recommend actions to be taken to improve conditions related to safety and health.
- d) The Employer agrees to cooperate in providing necessary information and management support to enable the Health and Safety Committee to fulfill its functions. In addition, the Employer will provide the Health and Safety Committee with access to all accident reports, Ministry of Labour inspections and Orders, Air Quality Reports, and any other documentation required by law. The Health and Safety Committee shall respect the confidentiality of the information.
- e) The Employer accepts that at least one CUPE member on the Joint Occupational Health and Safety Committee will be trained and will act as a certified worker under the Occupational Health & Safety Act. Any costs associated with the training of a certified worker will be paid by the Employer.
- 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 such transfer is not feasible, the pregnant employee, if they so request, will be granted an unpaid leave of absence before commencement of the pregnancy leave.
- g) Where the Employer identifies high risk areas where employees are exposed to infectious or communicable diseases for which there are available protective medications, such medications shall be provided with personal protective equipment reasonably necessary for the protection of the employee.

## S-1 – Continued

- h) Where the Employer determines that there is a risk that employees may be exposed to infectious or communicable diseases (viral or bacterial), or blood borne pathogens, employees who may be so exposed will be provided with personal protective equipment reasonably necessary for the protection of the employee.
- i) An employee who is required by the Employer to wear or use any protective clothing, equipment or device shall be instructed and trained in its care, use and limitations before wearing or using it for the first time and at regular intervals thereafter and the employee shall participate in such instruction and training. Employees are responsible to wear or use the personal protective equipment or device provided by the Employer.
- j) The Employer agrees to provide the employee and the Union representative on the Health and Safety Committee with a copy of the Workplace Safety Insurance Board Form 7 (absent the Social Insurance Number and Date of Birth) at the same time it is sent to WSIB.
- k) Meetings shall be held every three (3) months or more frequently at the mutual agreement of the co-chairs, if required. The Joint Health and Safety Committee shall maintain minutes of all meetings and make the same available for review.
- l) A member of a committee is entitled to,
  - a) one hour or such longer period of time as the committee determines is necessary to prepare for each committee meeting;
  - b) such time as is necessary to attend meetings of the committee;
  - c) such time as is necessary to carry out inspections and investigations under the Act;
- m) Designation of Classifications Required to Wear Safety Footwear

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

  - 1) Maintenance
  - 2) Grounds
  - 3) Stores and Receiving
  - 4) Porterage heavy carts on a regular basis, e.g. linen carts, food wagons
  - 5) Housekeeping-garbage pickup and delivery
  - 6) Project work as determined by the Employer

## **ARTICLE T - RPN SKILL UTILIZATION AND INSERVICE EDUCATION**

- T-1 The Standards of Practices for Registered Practical Nurses from the College of Nurses of Ontario identify the minimum expectations for providing safe, effective and ethical nursing care.
- T-2 Strategies, interventions, skills and delegated controlled acts, outlined in the Standards of Practice, will be approved in accordance with Employer Policy, for Registered Practical Nurses.
- T-3 The Employer will encourage participation and will endeavour to provide education opportunities for the Registered Practical Nurse to acquire the approved skills during regularly scheduled working hours. If this is not possible and the Registered Practical Nurse is required to attend educational sessions outside of their regularly scheduled working hours, they shall receive straight time pay for all hours in attendance.
- T-4 The College of Nurses of Ontario shall notify the Employer annually of RPN's whose Certificate of Registration is suspended for non-payment of the annual fee. If the RPN's Certificate of Registration is suspended by the College of Nurses of Ontario for non-payment of the annual fee, the RPN will be placed on non-disciplinary suspension without pay.

If the RPN presents evidence that her their Certificate of Registration has been reinstated, they shall be reinstated to their position effective upon presenting such evidence. Failure to provide evidence within 90 calendar days of the RPN being placed on non-disciplinary suspension by the Employer will result in the RPN being deemed to be no longer qualified and the RPN shall be terminated from the employ of the Employer.

## **ARTICLE U - MODIFIED WORK**

- U-1 (a) The Employer will notify the President of the Local Union of the names of all bargaining unit members who are off work due to illness or non-occupational injury in excess of four (4) weeks, WSIB or employees who go on long term disability.
- (b) The Employer and the Union are committed to a consistent, fair approach to meeting the needs of disabled workers, to restoring them to work which is meaningful for them and valuable to the Employer, and to meeting the parties' responsibilities under the law.
- (c) To that end, the Employer and the Union agree to cooperate in facilitating the return to work of disabled employees. The Employer and the Union agree that ongoing and timely communication by all participants in the process is essential to the success of the process.

## U-1 - Continued

- (d) When it has been medically determined that an employee is unable to return to the full duties of their position due to a disability, the Employer will notify and meet with a member of the Local Executive and a member of CUPE staff (unless such attendance causes an unreasonable delay) to discuss the circumstances surrounding that employee's return to suitable work.
- (e) The Union shall receive a copy of all return to work/modified work plans.
- (f) It is recognized that with the employee's consent, a local union representative will be present unless the employee, in writing, waives their right to have a representative present, at any and all modified work meetings at which the employee is present.

**ARTICLE V - VIOLENCE IN THE WORKPLACE**

The parties agree that a safe workplace, free of violence and harassment, is a fundamental principle of a healthy workplace. Commitment to a healthy workplace requires a high degree of cooperation between the employer, employees, physicians and the Union. Employees should feel empowered to report incidents of disruptive behavior, including physician behavior, without fear of retaliation. The parties are both committed to a harassment free environment and recognize issues in a timely and effective manner as set out below:

- V-1 Violence shall be defined as any incident in which an employee is abused, threatened or assaulted during the course of their employment. It includes the application of force, threats with or without weapons and verbal abuse. The Employer agrees that such incidents will not be condoned. Any employee who believes they have been subject to such incident shall report this to a supervisor who will make every reasonable effort to rectify the situation.
- V-2 The Employer agrees to maintain formalized policies and procedures in consultation with the Joint Health and Safety Committee to deal with workplace violence. The policy will address the prevention of violence and the management of violent situations and support to employees who have faced workplace violence. These policies and procedures shall be communicated to all employees. In dealing with physician conduct, the Employer may incorporate recommendations from the draft or final report of the College of Physicians and Surgeons on the Disruptive Physician Behavior initiative.
- V-3 The Employer will report all documented incidents of violence to the Joint Health and Safety Committee for review.

- V-4 The Employer agrees to provide training and information on the prevention of violence to all employees who come into contact with potentially aggressive persons. This training will be done during a new employee's orientation and updated as required.
- V-5 The Employer agrees that any formal written complaint from a CUPE member, with the approval of the member, will be sent to the union in a timely manner.

#### **ARTICLE W - DAYLIGHT SAVING TIME**

- W-1 An employee who works the fall time change shall be paid for all hours worked.
- W-2 No employee will qualify for overtime premium as a result of the change of time from Eastern Standard Time to Daylight Saving Time and vice versa.

#### **ARTICLE X - PERFORMANCE APPRAISALS**

- X-1 All employees have the right to request and obtain a copy of their evaluation conducted by the Employer at the time of the evaluation.

#### **ARTICLE Y - WAGES**

- Y-1 Where a payroll error has occurred in excess of fifty dollars (\$50.00) for which the Employer is responsible, an employee may obtain an advance in the amount of the determined error by no later than the next available business day.

#### **ARTICLE Z - AMALGAMATION AND MERGER PROTECTION**

- Z-1 The Employer and the Union will discuss the transfer of staff from another agency to the Employer or from the Employer to another agency whenever a proposal has been made to merge, consolidate or integrate services from one agency to another.

Where the employees of such other agency are represented by the Union, such discussion may take place in conjunction with the other agency and representatives of employees affected. Discussion will include but will not be restricted to seniority and service.



## **ARTICLE AA - LEAVES OF ABSENCE**

- AA-1 In accordance with Article 12.02 (a), the cumulative total leave of absence for the bargaining unit shall not exceed one hundred and twenty-five (125) days per calendar year. Should the union require additional days for leave of absence, the employer and the union shall mutually agree to the extension for days requested. The number of employees which may be granted concurrent leave time shall be determined by the Employer's operational needs as determined by the department manager.
- AA-2 In accordance with Article 12.09, the number of employees that may be absent at any one time for purposes of participating in the pre-paid leave plan, will be determined by the Employer's operational needs as determined by the department manager. In accordance with Article 12.09, the number of employees, for purposes of participating in the pre-paid leave plan, shall be three (3) by department and twelve (12) bargaining wide.

## **ARTICLE BB - STRESS IN THE WORKPLACE**

- BB-1 The parties agree that all employees should be treated equitably in a manner consistent with the Employer's Code of Conduct. The parties agree that the promotion of a healthy and safe work environment is essential to employee health and wellbeing. To this end, the Employer shall ensure that all bargaining unit employees are treated fairly. Employees shall have access to the Employee Assistance Program and other Health and Wellness Programs at the hospital to seek remedy when dealing with stress.

## **ARTICLE CC - TEAM LEADER**

- CC-1 The Employer shall, in assigning team leader responsibilities, choose the most qualified senior employee. Such opportunities shall be offered in a fair and equitable manner.
- CC-2 The premium for such an assignment will be two dollars (\$2.00) per hour in addition to the employee's straight time hourly rate of pay.
- CC-3 It is understood that the assignment of team leader does not create a new position or vacancy within the bargaining unit and is not subject to the posting provisions of the collective agreement, nor will the position be treated as managerial. Team leaders are not permanently assigned.
- CC-4 Team leaders may be assigned in all areas at the Employers discretion.

CC-5 The Union will be notified of all Team Leads and those employees covering the assignments on a Bi-Annual basis.

#### **ARTICLE DD - PRECEPTOR**

DD-1 Nurses may be required as part of their regular duties, to supervise activities of students in accordance with the current College of Nurses of Ontario Practice Guidelines – Supporting Learners. Nurses will be informed in writing of their responsibilities in relation to these students and will be provided with what the Employer determines to be appropriate training. Any information that is provided to the Employer by the educational institution with respect to the skill level of the students will be made available to the nurses recruited to supervise the students. Upon request, the Employer will review the nurse's workload with the nurse and the student to facilitate successful completion of the assignment. Where a nurse is assigned nursing student supervision duties, the Employer will pay the nurse a premium of sixty cents (\$0.60) per hour for all hours spent supervising nursing students. The Employer will provide, on a quarterly basis, all RPNs an opportunity to indicate their interest in assuming the preceptorship role.

**SCHEDULE A WAGES**

BAND	CLASSIFICATION		Sept 29-21	Sept 29-22	Pay Equity Adjustment Sept 29-21	Pay Equity Adjustment Sept 29-22
			3.75%	3.50%		
1	LAUNDRY AID	START	\$22.28	\$23.06		
2	PORTER	1 YEAR	\$23.02	\$23.83		
		2 YEAR	\$23.82	\$24.65		
1A	HOUSEKEEPING AIDE	START	\$23.92	\$24.76		
		1 YEAR	\$24.30	\$25.15		
2	PRIMARY SUPPORT PARTNER	START	\$22.71	\$25.58		
2	DAY HOSPICE PARTNER	1 YEAR	\$23.27	\$26.16		
		2 YEAR	\$23.85	\$26.76		
3	ADMIN SECRETARY	START	\$20.34	\$21.05		
3	CLERK	1 YEAR	\$21.33	\$22.08		
3	DIAGNOSTIC IMAGING CLERK	2 YEAR	\$22.33	\$23.11		
3	HEALTH RECORDS CLERK	3 YEAR	\$23.29	\$24.11		
3	LABORATORY SECRETARY	4 YEAR	\$24.28	\$25.13		
3	PALLIATIVE CARE SECRETARY					
3	PHARMACY CLERK					
3	REGISTRATION CLERK					
3	SECRETARY- ARC					
3	SECRETARY- INFANT DEVELOPMENT					
3	SPEECH SECRETARY					
3	STORES ATTENDANT					
3	SWITCHBOARD OPERATOR					
3	UNIT CLERK (EXCEPT EMERG)					
3	UNIT SECRETARY					
3A	INPATIENT WARD CLERK	START	\$23.55	\$24.37	\$26.71	\$27.65
		1 YEAR	\$24.10	\$24.94	\$27.26	\$28.22
		2 YEAR	\$24.57	\$25.43	\$27.73	\$28.71
		3 YEAR	\$25.13	\$26.01	\$28.29	\$29.28
		4 YEAR	\$25.69	\$26.59	\$28.85	\$29.86

<b>3B</b>	<b>BOOKING CLERK</b>	<b>START</b>	\$26.08	\$26.99		
		<b>1 YEAR</b>	\$26.64	\$27.57		
		<b>2 YEAR</b>	\$27.23	\$28.19		
		<b>3 YEAR</b>	\$27.89	\$28.87		
		<b>4 YEAR</b>	\$28.54	\$29.54		
<b>3C</b>	<b>REGISTRATION CLERK ED</b>	<b>START</b>	\$20.34	\$21.05	\$24.91	\$25.79
		<b>1 YEAR</b>	\$21.33	\$22.08	\$25.90	\$26.82
		<b>2 YEAR</b>	\$22.33	\$23.11	\$26.90	\$27.85
		<b>3 YEAR</b>	\$23.29	\$24.11	\$27.86	\$28.85
		<b>4 YEAR</b>	\$24.28	\$25.13	\$28.85	\$29.86
<b>5</b>	<b>OPERATING RM. SCHEDULING CLERK</b>	<b>START</b>	\$21.13	\$21.86	\$25.37	\$26.25
		<b>1 YEAR</b>	\$21.98	\$22.75	\$26.22	\$27.14
		<b>2 YEAR</b>	\$22.86	\$23.66	\$27.10	\$28.05
		<b>3 YEAR</b>	\$23.74	\$24.58	\$27.98	\$28.96
		<b>4 YEAR</b>	\$24.61	\$25.48	\$28.85	\$29.86
<b>6</b>	<b>DIETARY AIDE</b>	<b>START</b>	\$24.01	\$24.85		
<b>6</b>	<b>LAUNDRY WASHER</b>	<b>1 YEAR</b>	\$24.79	\$25.66		
<b>7</b>	<b>MDR TECHNICIAN</b>	<b>START</b>	\$25.21	\$26.09		
		<b>1 YEAR</b>	\$26.02	\$26.93		
<b>7A</b>	<b>BED MANAGEMENT CLERK</b>	<b>START</b>	\$24.52	\$25.38		
		<b>1 YEAR</b>	\$25.02	\$25.90		
		<b>2 YEAR</b>	\$25.52	\$26.41		
		<b>3 YEAR</b>	\$26.13	\$27.05		
		<b>4 YEAR</b>	\$26.69	\$27.62		
<b>8</b>	<b>BUSINESS OFFICE CLERK</b>	<b>START</b>	\$22.83	\$23.63		
		<b>1 YEAR</b>	\$24.18	\$25.03		
		<b>2 YEAR</b>	\$25.56	\$26.45		
		<b>3 YEAR</b>	\$26.91	\$27.85		

9	REHABILITATION ASSISTANT	START	\$22.85	\$23.65
		1 YEAR	\$23.79	\$24.62
		2 YEAR	\$24.89	\$25.76
		3 YEAR	\$25.88	\$26.79
		4 YEAR	\$26.90	\$27.84
10	MATERIALS MANAGEMENT BUYER	START	\$23.73	\$24.57
		1 YEAR	\$24.61	\$25.48
		2 YEAR	\$25.49	\$26.39
		3 YEAR	\$26.35	\$27.28
		4 YEAR	\$27.22	\$28.18
11	COOK	START	\$23.74	\$24.58
		1 YEAR	\$24.76	\$25.63
		2 YEAR	\$26.88	\$27.82
		3 YEAR	\$28.05	\$29.03
12	MAINTENANCE 1	START	\$28.07	\$29.06
		1 YEAR	\$28.46	\$29.46
		2 YEAR	\$28.85	\$29.86
13	PAINTER	START	\$26.51	\$27.44
		1 YEAR	\$27.39	\$28.35
		2 YEAR	\$28.30	\$29.29
		3 YEAR	\$29.27	\$30.29
14	HEALTH RECORDS TRANSCRIPTION	START	\$26.09	\$27.01
		1 YEAR	\$27.06	\$28.00
		2 YEAR	\$28.05	\$29.03
		3 YEAR	\$29.02	\$30.03
		4 YEAR	\$30.00	\$31.05
15	DIAGNOSTIC IMAGING ASSISTANT	START	\$26.33	\$27.25
15	UNIT CLERK-EMERGENCY	1 YEAR	\$27.40	\$28.36
		2 YEAR	\$28.45	\$29.45
		3 YEAR	\$30.01	\$31.06

					<i>Effective June 13-23</i>
16	RPN	START	\$30.72	\$31.80	33.84
16	RPN/ORDERLY	1 YEAR	\$31.78	\$32.89	35
		2 YEAR	\$32.66	\$33.81	35.97
17	CARPENTER	START	\$27.79	\$28.76	
		1 YEAR	\$28.68	\$29.68	
		2 YEAR	\$29.60	\$30.64	
		3 YEAR	\$30.54	\$31.60	
18	MAINTENANCE ENGINEER	START	\$27.99	\$28.97	
		1 YEAR	\$28.89	\$29.90	
		2 YEAR	\$29.91	\$30.95	
		3 YEAR	\$30.95	\$32.04	
19	ACCOUNT PAYABLE CLERK	START	\$27.38	\$28.34	
19	HEALTH RECORDS TECHNICIAN	1 YEAR	\$28.29	\$29.28	
		2 YEAR	\$29.20	\$30.23	
		3 YEAR	\$30.11	\$31.16	
		4 YEAR	\$31.02	\$32.10	
20	ELECTRICIAN	START	\$28.37	\$29.36	
20	PLUMBER	1 YEAR	\$29.29	\$30.31	
		2 YEAR	\$30.26	\$31.32	
		3 YEAR	\$31.32	\$32.42	
21	OPERATING ROOM TECH	START	\$29.36	\$30.39	
		1 YEAR	\$30.50	\$31.57	
		2 YEAR	\$32.79	\$33.94	

**LETTER OF AGREEMENT - RE: Article 13.01 (A) - HOODIP**

**between**

**Brockville General Hospital  
(the "Employer")**

**And**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 5666  
(the "Union")**

WHEREAS the governance of acute mental health services transferred from the Royal (BMHC) to Brockville General Hospital on April 01<sup>st</sup> 2012;

AND WHEREAS the support, service and clerical staff are now represented by CUPE and subject to the applicable terms and conditions as outlined in the central Collective Agreement and Local appendices.

The parties agree to the following:

1. Employees who transferred to BGH as part of the formal transfer process, shall be given full credit for their service with their predecessor employer for purposes of Article 13.01 (A).
2. For clarity purposes, below is a list of transferred employees for whom this agreement applies:
  - Anne Van Droffelaar, Mary Coville, Tracey Tristram, Jeanne Pelletier, Kimberley Gainford, Pamela Hamilton, Tammy Johnston, Lisa Kelly, Johanna Jones, Leanne Birtch, Debbie McInnes, Linda Nowlan, Kerri Stone, Ryan Lowry, William Hudson, Karin Cotto.

Dated at Brockville, Ontario, this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

FOR THE HOSPITAL:

Casio Kenney

Kyle Lavery

FOR THE UNION:

D Hampton

M Retors



**LETTER OF AGREEMENT - RE: Article 17 - Vacations**

**between**

**Brockville General Hospital  
(the "Employer")**

**And**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 5666  
(the "Union")**

WHEREAS the governance of acute mental health services transferred from the Royal (BMHC) to Brockville General Hospital, on April 01<sup>st</sup>, 2012;

AND WHEREAS the support, service and clerical staff are now represented by CUPE and subject to the applicable terms and conditions as outlined in the central Collective Agreement and Local appendices;

The parties agree to the following:

1. The following staff who transferred to BGH as part of the formal transfer process, shall maintain their current vacation entitlement until such time as their service moves them on the CUPE vacation entitlement grid:
  - a. Full-time:
    - i. Lisa Kelly (Current service date – December 27, 2008; Current vacation level – 4 weeks).
  - b. Part-time:
    - i. Leslie Gonczowski (Current service hours – 6,484.75; Current percentage of vacation pay – 8.00%
    - ii. JoAnn Primeau (Current service hours – 8,354.75; Current percentage of vacation pay – 8.00%

Dated at Brockville, Ontario, this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

FOR THE HOSPITAL:

FOR THE UNION:

Casie Kenney  
Kyle Lavery  
\_\_\_\_\_

M. Peters  
[Signature]  
\_\_\_\_\_

**LETTER OF AGREEMENT - RE: Use of Personal Vehicles to Transport Patients or Clients**

**between**

**Brockville General Hospital  
(the "Employer")**

**And**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 5666  
(the "Union")**

Employees requested by the employer to use their own personal vehicle to travel in the course of their job will be reimbursed according to Article O-1.

It is understood that in current practice employees should not use their personal vehicles for purposes of transporting patients or clients.

If current practice is amended, the following will apply:

Employees regularly required to transport patients or clients in their personal vehicle in the course of their job duties will be reimbursed for adding the employer minimum required insurance coverage up to a maximum of two hundred and fifty dollars (\$250) annually. The employee must show proof of payment, coverage and the cost of this additional insurance.

Dated at Brockville, Ontario, this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

FOR THE HOSPITAL:

Casie Kenney

Kyle Lavery

\_\_\_\_\_

FOR THE UNION:

Shane Daniels Sept 23/24

M. Peters

\_\_\_\_\_

**MEMORANDUM OF AGREEMENT - RE: Housekeeping Midnight Shift**

between

**Brockville General Hospital  
(the "Employer")**

And

**THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 5666  
(the "Union")**

WHEREAS a midnight shift currently exists in the Housekeeping department;

AND WHEREAS the current schedule (Sunday – Thursday, 11pm – 7am) of this shift is outside the consecutive weekend provisions of the Collective Agreement (Article J-3 (a));

THEREFORE, the parties agree to the following:

1. The current arrangement of the midnight shift will continue for the life of the current collective agreement;
2. Premium payment is not payable for violation of the consecutive weekend provisions of Article J-3(a);
3. Maintaining the current arrangement does not imply, nor guarantee that the Sunday-Thursday schedule will continue to exist;
4. This agreement does not violate or restrict the rights of the Employer under Article B-1 (Reservation of Hospital Management Functions) of the Collective Agreement, or any other relevant section of the Agreement;
5. This agreement is made without prejudice or precedent to any future and/or similar matters between the parties.

Dated at Brockville, Ontario, this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

FOR THE HOSPITAL:

Casie Kenney  
Kyle Lavery  
\_\_\_\_\_

FOR THE UNION:

if same Hampton Sept 29/24  
M Peters  
\_\_\_\_\_

**LETTER OF UNDERSTANDING - RE: Article J – Scheduling of Work –  
Communication Response**

**between**

**Brockville General Hospital  
(the “Employer”)**

**And**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 5666  
(the “Union”)**

WHEREAS the Employer Central staffing Guidelines currently outline the timelines afforded to call recipients with respect to shift replacement within the posted schedule;

AND WHEREAS the parties are agreeable to ensuring the Central Staffing Guidelines remain current and relevant on an ongoing basis;

THEREFORE, the Employer and the Union hereby agree to the following:

1. A Committee will be formed to formally review the Central Staffing Guidelines. Said committee will consist of at least one (1) member of each bargaining unit, management, and central booking;
2. The Committee will meet annually or more frequently as required to discuss revisions to the Guidelines;
3. The Committee will bring forward to Management in writing any proposed changes to the Guidelines.
4. The Employer will review all reasonable suggestions in a timely manner, taking into consideration the individual needs of the bargaining units, departments and management.
5. This agreement is made without prejudice or precedent to any future and/or similar matters between the parties.

Dated at Brockville, Ontario, this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

FOR THE HOSPITAL:

Casie Kenney

Kyle Lavery

FOR THE UNION:

Marie Lemstra Sept 23/24

M. Roberts

**LETTER OF UNDERSTANDING - RE: Vacation Submission Dates**

between

**Brockville General Hospital  
(the "Employer")**

And

**THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 5666  
(the "Union")**

The parties agree to establish a joint committee to discuss the feasibility and possible implementation of a second vacation submission date for employees.

It is understood that should the committee establish agreeable terms, a Memorandum of Agreement will be established and shall not expire before the term of this agreement.

Dated at Brockville, Ontario, this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

FOR THE HOSPITAL:

FOR THE UNION:

Casie Kenney

Shane Hampton Sept 23/24

Kyle Lavery

Amie G



