

**CUPE SERVICE PART-TIME**

**COLLECTIVE AGREEMENT**

**Between**

**GUELPH GENERAL HOSPITAL**

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

**and**

**CUPE LOCAL 57**

**(hereinafter called the "union")**

**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

## **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 their probation period will be credited with the appropriate seniority.

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

### **2.02 – PART-TIME COMMITMENT**

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

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

A part-time employee in the bargaining unit who makes a commitment to the Hospital to be available to be scheduled for work on a regular pre-determined basis and in respect of whom such pre-determined scheduling occurs. Placement within this category shall be in accordance with the job posting provisions contained herein.

### **2.04 - CASUAL EMPLOYEE**

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

## **ARTICLE 3 - RELATIONSHIP**

### **3.01 – NO DISCRIMINATION**

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

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

### **3.02 – ATTENDANCE MANAGEMENT**

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

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

## **ARTICLE 4 – STRIKES & LOCKOUTS**

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

## **ARTICLE 5 – UNION SECURITY**

### **5.01 – T4 SLIPS**

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

### **5.02 – NOTIFICATION TO UNION**

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

### **5.03 – EMPLOYEE INTERVIEW**

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

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

### **5.04 – NO OTHER AGREEMENTS**

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

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

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

### **6.01 – UNION ACTIVITY ON PREMISES AND/OR ACCESS TO PREMISES**

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

### **6.02 – LABOUR-MANAGEMENT COMMITTEE**

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

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



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

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

- (d) It is understood that joint meetings with other Labour-Management Committees in the Hospital may be scheduled concerning issues of mutual interest if satisfactory to all concerned.
- (e) Where two or more agreements exist between a Hospital and CUPE the Committee may be a joint one representing employees under both agreements, unless otherwise agreed.

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

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

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

- (b) Vice-Presidents of the Ontario Council of Hospital Unions shall be granted leave of

absence by their employers in accordance with (a) above or Article 12.02 as the case may be, in order to fulfil the duties of their position.

#### **6.05 – UNION STEWARDS**

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

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

Step No. 1

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

Step No. 2

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

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

statement of such grievance is lodged by the employee with the Hospital at Step No. 2 within seven (7) calendar days after the date the discharge or suspension is effected. Such special grievance may be settled under the Grievance or Arbitration Procedure by:

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

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

- 7.07 (a) Failing settlement under the foregoing procedure of any grievance between the parties arising from the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, such grievance may be submitted to arbitration as hereinafter provided. If no written request for arbitration is received within eighteen (18) calendar days after the decision under Step No. 2 is given, the grievance shall be deemed to have 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 chairperson of the Arbitration Board. If they are unable to agree upon such a chairperson within a period of fourteen (14) calendar days, they shall then request the Minister of Labour for the Province of Ontario to appoint a chairperson.
- 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 chairperson 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 chairperson 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 their 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 they have completed sixty (60) days of work (or 450 hours of work for employees whose regular hours of work are other than the standard work day), within any twelve (12) calendar months. Upon completion of the probationary period they shall be credited with seniority equal to sixty (60) working days. With the written consent of the Hospital, the probationary employee and the President of the Local Union or designate, such probationary period may be extended. Any extensions agreed to will be in writing and will specify the length of the extension. The release or discharge of an employee during the probationary period shall not be the subject of a grievance or arbitration unless the probationary employee is released for reasons which are arbitrary, discriminatory, in bad faith, or for exercising a right under this Agreement.

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

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

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

Seniority will operate on a bargaining unit wide basis.

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

#### 9.03 – LOSS OF SENIORITY

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

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

#### 9.04 – EFFECT OF ABSENCE

Part-time employees shall accrue seniority for 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 their 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.

Postings shall contain the following information: classification and department and present hours of work, qualifications and wage rate. Such qualifications shall not be established in an arbitrary or discriminatory manner. Copies of all job postings shall be made available to the union. No posting will be made in the case of temporary vacancies, which vacancies shall include those caused by illness or vacation periods or leaves of absence. An employee hired specifically for the purpose of relieving an employee during such initial relief, if retained in employment, he or she will be credited with seniority from the initial date of employment.

Probationary employees may not apply for job postings.

For the purpose of this Article, transfer shall mean a change of classification.

#### 9.06 – TRANSFER AND SENIORITY OUTSIDE THE BARGAINING UNIT

- (a) It is understood that an employee shall not be transferred by the Hospital to a position outside the bargaining unit without their consent except in the case of temporary assignments not exceeding six (6) months. This period may be extended a further six (6)

months upon the agreement of the employee and the Hospital. Such employees on temporary assignments shall remain members of the bargaining unit.

- (b) An employee who is transferred to a position outside the bargaining unit shall not, subject to (c) below, accumulate seniority. In the event the employee is returned by the Hospital to a position in the bargaining unit within twenty-four (24) months of the transfer they shall be credited with the seniority held at the time of transfer and resume accumulation from the date of their return to the bargaining unit. An employee not returned to the bargaining unit within 24 months shall forfeit bargaining unit seniority.
- (c) In the event an employee transferred out of the bargaining unit under (a) or (b) above is returned to the bargaining unit within a period of nine (9) calendar months, they shall accumulate seniority during the period of time outside the bargaining unit.

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

Effective June 4, 1996 and for employees who transfer subsequent to June 4, 1996:

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

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

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

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

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

#### 9.07 (C) – TRANSFORMATION IN 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 their classification or area of assignment who would otherwise be entitled to notice of layoff provided:**

- (I) reassignments will occur in reverse order of seniority;
- (II) the reassignment of the employee is to an appropriate permanent position with the employer having regard to the employees skills, abilities, qualifications and training or training requirements;
- (III) the reassignment of the employee does not result in a reduction of the employees 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.

(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.

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

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

(iii) Disclosure

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

(iv) Alternatives

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

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

**9.08 (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 Hospital's discretion and will be no earlier than thirty (30) calendar days immediately following the employee's written acceptance of the offer.

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

#### 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 Hospital of their intention to do so and the position claimed within seven (7) days after receiving the notice of layoff.

For purposes of the operation of clause (d), an identical-paying classification shall include any classification where the straight-time hourly wage rate at the level of service

corresponding to that of the laid off employee is within 1% of the laid off employee's straight time hourly wage rate.

- (e) In the event that there are no employees with lesser seniority in the same or a lower or identical-paying classification, as defined in this article, a laid-off employee shall have the right to displace another employee with lesser seniority in a higher-paying classification provided they are able to meet the normal requirements of the job, with orientation but without additional training.
- (f) In addition, in combined full-time/part-time collective agreements, a full-time employee shall also be entitled to displace another full-time employee with lesser seniority in a higher-paying classification provided that they are able to meet the normal requirements of the job, with orientation but without additional training, when there are no other full-time employees in the same or a lower or similar-paying classification with lesser seniority, prior to being required to displace a part-time employee.
- (g) An employee who is subject to layoff other than a layoff of a permanent or long-term nature including a full time employee whose hours of work are, subject to Article 14.01, reduced, shall have the right to accept the layoff or displace another employee in accordance with (a) and (d) above.
- (h) No full-time employee within the bargaining unit shall be laid off by reason of their 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 they have the ability to perform the work.
- (k) In determining the ability of an employee to perform the work for the purposes of the paragraphs above, the Hospital shall not act in an arbitrary or unfair manner.
- (l) An employee recalled to work in a different classification from which they were laid off shall have the privilege of returning to the position held prior to the layoff should it become vacant within six (6) months of being recalled.
- (m) No new employees shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so, in accordance with the loss of seniority provision, or have been found unable to perform the work available.
- (n) The Hospital shall notify the employee of recall opportunity by registered mail, addressed to the last address on record with the Hospital (which notification shall be deemed to be received on the second day following the date of mailing). The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work. The employee is solely responsible for their proper address being on record with the Hospital.

#### 9.10 – RETRAINING

- (a) Retraining for Positions within the Hospital

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

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

(b) Placement

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

9.11 – SEPARATION ALLOWANCES

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

#### 9.12 – TECHNOLOGICAL CHANGE

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

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

Where new or greater skills are required than are already possessed by affected employees under the present methods of operation, such employees shall be given a period of training, with due consideration being given to the employee's age and previous educational background, during which they may perfect or acquire the skills necessitated by the new method of operation. The 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.

#### 9.13 – 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.

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.

#### 9.14 – PROFESSIONAL RESPONSIBILITY, PATIENT CARE, WORKLOADS & STAFFING

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

- (a) The parties agree that optimal patient care is, and safe working conditions are, enhanced if concerns relating to professional responsibility, patient care, workloads and staffing issues are resolved in a timely and effective manner with communications between the parties being:
- (i) professional;
  - (ii) courteous;
  - (iii) collegial;
  - (iv) respectful; and
  - (v) focused on resolving the issue, not on the individuals.
- (b) In the event that the Hospital assigns a number of patients or a workload to an individual Regulated Health Professional (RHP) or group of RHPs such that they have cause to believe that they are being asked to perform more work than is consistent with proper patient care, they shall:
- i. At the time the workload issue occurs, discuss the issue within the unit/program to develop strategies to meet patient care needs using current resources.
  - ii. If necessary, using established lines of communication as identified by the hospital, seek immediate assistance from an individual(s) (who could be within the bargaining unit) who has responsibility for timely resolution of workload issues.
  - iii. Failing resolution of the workload issue at the time of occurrence or if the issue is ongoing the RHP(s) will discuss the issue with their Manager or designate on the next day that the Manager (or designate) and the RHP are both working or within five (5) calendar days whichever is sooner.
- (c) Upon receipt of a response from the supervisor within five (5) working days, if the employee or group of employees in (b) above are not satisfied, the employee or group of employees may, within forty-eight (48) hours, submit a workload complaint form (attached at appendix A) to the Chief Nursing Officer or equivalent in the case of other RHPs, with a copy to the Union. A meeting shall be held within thirty (30) days of a request from the employee or group of employees, who may be accompanied to this meeting by a Union representative. The Chief Nursing Officer or equivalent, will respond in writing to the employee, or group of employees, with a copy to the Union if applicable, within fifteen (15) days.
- (d) Upon receipt of a written response from the Chief Nursing Officer or equivalent, if the employee or group of employees in (c) above are not satisfied, the employee or group of employees, who may be accompanied by their Union Representative, may, within forty-eight (48) hours, request a meeting with the Chief Executive Officer (or designate) and such meeting shall be held within thirty (30) days. The Chief Executive Officer (or designate) will respond in writing to the employee, or group of employees, within fifteen (15) days of the meeting, with a copy to the Union if applicable.



- (e) It is agreed and understood that an employee or group of employees may in exceptional and urgent cases request an immediate meeting with the Chief Nursing Officer or equivalent who will make every reasonable effort to accommodate the request. The timelines provided for in (d) above will apply failing resolution at this meeting.
- (f) Only the timelines set out above are subject to Article 7 – Grievance and Arbitration Process.
- (g) The Hospital will provide access on the hospital intranet, whereby members will have the ability to access a digital version of the Workload Review Form.

#### **9.15 – WORK-LOADS**

- (a) The parties agree that patient care is enhanced if concerns relating to professional practice, patient acuity, fluctuating Work-Loads and fluctuating staffing are resolved in a timely and effective manner.
- (b) Employees are encouraged to raise their concerns with 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 their normal regular hours of work would have been, provided that the Union reimburses the Hospital in the amount of such salary and applicable benefits within thirty (30) days of billing.

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

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

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

#### 12.03(A) – FULL TIME POSITION(S) WITH THE UNION

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

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

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

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

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

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

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

reimburses the Hospital in the amount of such salary and applicable benefits within thirty (30) days of billing.

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

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

#### **12.04 – BEREAVEMENT LEAVE**

Any employee who notifies the Hospital as soon as possible following 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 their aunt or uncle, niece or nephew.

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

#### **12.05 – JURY & WITNESS DUTY**

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

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

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

#### 12.06 – PREGNANCY LEAVE

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

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

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

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

- (e) Credits for service and seniority shall accumulate for a period of up to seventeen (17) weeks while an employee is on pregnancy leave on the basis of what the employee's normal regular hours of work would have been.
- (f) The Hospital will continue to pay the percentage in lieu of benefits and its share of pension contributions during the period of pregnancy leave. The Hospital will register those benefits

as part of the Supplemental Unemployment Benefit Plan with the Canada Employment Insurance Commission.

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

#### 12.07 – PARENTAL LEAVE

- (a) Parental leaves will be granted in accordance with the provisions of the *Employment Standards Act*, except where amended in this provision. The service requirement for eligibility for parental leave shall be thirteen (13) weeks of continuous service.
- (b) An employee, who qualifies for parental leave, other than an adoptive parent, shall give written notification of at least two (2) weeks in advance of the date of the commencement of such leave and the expected date of return.
- (c) For the purposes of this article, parent shall be defined to include a person with whom a child is placed for adoption and a person who is in a relationship of some permanence with a parent of a child and who intends to treat the child as their own.
- (d) An employee who is an adoptive parent shall advise the Hospital as far in advance as possible of having qualified to adopt a child, and shall request the leave of absence, in writing, upon receipt of confirmation of the pending adoption. If, because of late receipt of confirmation of the pending adoption, the employee finds it impossible to request the leave of absence in writing, the request may be made verbally and subsequently verified in writing. An employee shall reconfirm their intention to return to work on the date originally approved in subsection (b) above by written notification received by the Hospital at least two (2) weeks in advance thereof.
- (e) Effective on confirmation by the Canada Employment Insurance Commission of the appropriateness of the Hospital's Supplemental Unemployment Benefit (SUB) Plan, an employee who is on parental leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance parental benefits pursuant to Section 23 of the *Employment Insurance Act*, shall be paid a supplemental unemployment benefit for a period not exceeding eleven (11) weeks. That benefit shall be equivalent to the difference between ninety-three percent (93%) of the employee's normal weekly earnings and the sum of their weekly employment insurance benefits and any other earnings. Receipt by the Hospital of the employee's employment insurance cheque stub will serve as proof that the employee is in receipt of unemployment parental benefits.

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

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

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

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

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

#### **12.08 – EDUCATION LEAVE**

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

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

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

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

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

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

#### 12.09 – PRE-PAID LEAVE PLAN

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

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



postpone the leave. The Hospital will give the employee as much notice as is reasonably possible. The employee will have the option of remaining in the Plan and rearranging the leave at a mutually agreeable time or of withdrawing from the Plan and having the deferred salary, plus accrued interest, if any, paid out to the employee within a reasonable period of time.

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

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

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

An employee is entitled to 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 their Hospital that they will be doing so. If the employee must begin the leave before advising the Hospital, the employee shall advise the Hospital of the leave as soon as possible after beginning it.

An employee is entitled to take a total of 10 days' leave under this 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 they not been on compassionate care leave, the employee shall be reinstated to their former duties, on the same shift in the same department, and at the same rate of pay.
- (d) The employee and the Hospital will continue to pay their respective shares of the benefits and pension premiums.

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

#### **13.01 – INJURY PAY**

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

### **ARTICLE 14 – HOURS OF WORK**

#### **14.01 – DAILY & WEEKLY HOURS OF WORK**

Normal hours of work per day shall be based on seven and one-half (7½) hours exclusive of a one-half (½) hour unpaid meal period.

#### **14.02 – REST PERIODS**

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

All authorized hours worked in excess of the regular hours specified in Clause 14.01 shall be overtime.

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

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

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

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

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

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

Time off in lieu may be taken on a mutually agreed upon basis between the employee and the Hospital, such time off will be the equivalent of the premium rate the employee has earned for working overtime. The Hospital shall revert to payment of premium rate if time off is not taken within ninety (90) calendar days of the work week in which the overtime was earned 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 (1-1/2) times their regular hourly earnings. Superior provisions shall remain.

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

#### 15.07 – STANDBY

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

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

#### 15.08 – TEMPORARY TRANSFER

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

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.

Effective November 3, 2022, 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 \$1.00 per hour from the time of the assignment.

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

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

Effective June 13, 2023, employees shall be paid a shift premium of two dollars and twenty-six cents (\$2.26) per hour for all hours worked where the majority of their scheduled hours fall between 1500 and 0700 hours.

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

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

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

#### **15.10 – CHARGE NURSE PREMIUM**

Effective November 3, 2022:

- (a) Whenever a nurse is assigned overall responsibility for patient care on the unit, ward, or area, the nurse shall be paid a premium of two dollars (\$2.00) per hour in addition to their regular salary and applicable premium allowance.
- (b) Before assigning a nurse to be in charge of a unit, the nurse will receive orientation to the role of the charge nurse on that unit. It is understood that such nurse may be assigned to any tour as part of the nurse's orientation program, providing such assignment is in accordance with any scheduling regulations or objectives contained in the Appendix of Local Provisions which forms part of this Collective Agreement.

### **ARTICLE 16 – HOLIDAYS**

#### **16.01 – PAYMENT FOR WORKING ON A HOLIDAY**

The holidays listed in the part-time local Appendix for the purposes of Article 16.03(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) their regular straight time hourly rate of pay for all hours worked on such holiday.

#### **16.02 – PAYMENT FOR WORKING OVERTIME ON A HOLIDAY**

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

### **ARTICLE 17 – VACATIONS**

## 17.01– PART-TIME ENTITLEMENT, QUALIFIERS AND CALCULATION OF PAYMENT

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

## 17.03 – BEREAVEMENT DURING VACATION

Where an employee's scheduled vacation is interrupted due to 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 – BENEFITS FOR PART-TIME EMPLOYEES

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

### 18.02 – UNION EDUCATION

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

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

## **ARTICLE 19 – HEALTH & SAFETY**

### **19.01 – 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 their duties. The employees who will be required to wear safety footwear will be negotiated locally and set out in the Local Provisions Appendix.

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

### **19.02 – INFECTIOUS DISEASES**

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

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

### 19.03 – VIOLENCE

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

“Workplace violence” means,

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

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

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

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

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

### 19.04 – INFLUENZA VACCINATION

The parties agree that influenza vaccinations may be beneficial for patients and employees. Upon a recommendation pertaining to a facility or a specifically designated area(s) thereof from the



Medical Officer of Health or in compliance with applicable provincial legislation, the following rules will apply:

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

## **ARTICLE 20 – COMPENSATION**

### **20.01(A) – JOB CLASSIFICATION**

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

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

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

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

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

#### 20.01(B) – JOB DESCRIPTIONS

A copy of the current job description for a bargaining unit position shall be made available to the Union upon request. When 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 they shall receive no less an increase in wage rate than the equivalent of one step in the wage rate of their previous classification (provided that they do not exceed the wage rate of the classification to which they have been promoted).

#### 20.04 – WAGES AND CLASSIFICATION PREMIUMS

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

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

Effective October 10, 1986 part-time employees, including casual employees, shall accumulate service for the purpose of progression on the wage grid, on the basis of one 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 their regular or premium rate as may be applicable.

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

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

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

## ARTICLE 23 – DURATION

### 23.01 – TERM

This agreement shall be binding and continue in effect and shall continue from year to year unless either party gives written notice to the other party of its desire to bargain for amendments within ninety (90) days prior to the termination date of September 28, 2023. Upon receipt of such notice by one party or the other, both parties will meet thereafter for the purpose of bargaining.

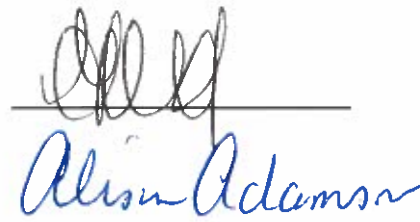
### 23.02 – CENTRAL BARGAINING

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



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

Dated at GUELPH, Ontario, this 15<sup>th</sup> day of NOVEMBER 2023/4

FOR THE HOSPITALS

  
Alison Adams

FOR THE LOCAL UNION

  
Linda Pellegrini  
  
Corrie Campbell

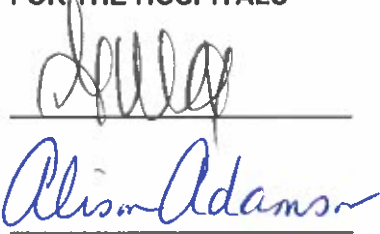
## **LETTER OF UNDERSTANDING**

### **Re: Voluntary Part-time Benefits**

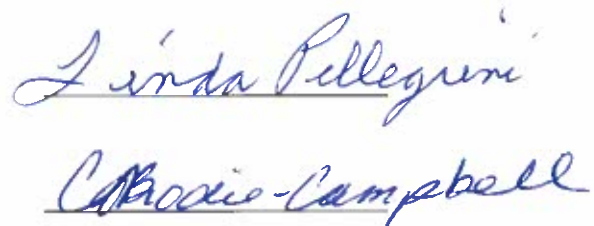
If the local parties agree, the Hospital will provide part-time employees with the option of voluntary participation in any and all of the group health and welfare benefit programs set out in Article 18.01. It is understood and agreed that the part-time employees would pay the Employer the full amount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

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

#### **FOR THE HOSPITALS**

  
Alison Adams

#### **FOR THE UNION**

  
Linda Pellegrini  
  
Corrie Campbell

## **LETTER OF UNDERSTANDING**

### **Re: RPN Rates**

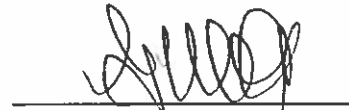
CUPE and the Participating Hospitals agree to establish a provincial working group consisting of up to three representatives each, to discuss the issue of RPN rates across the province, and the feasibility of moving towards a provincial or common wage rate.

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.

#### **FOR THE HOSPITALS**

  
\_\_\_\_\_  
Alison Adamson

#### **FOR THE UNION**

  
\_\_\_\_\_  


## **Memorandum of Agreement**

**Between:**

**The Participating Hospitals/ OHA**

**- and -**

**The Ontario Council of Hospital Unions/ CUPE**

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

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

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


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

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



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

1. Within thirty days of the ratification by the Hospitals and the Union of the collective agreement, a provincial Joint Benefits Committee ("the Committee") will be established.
2. Both the Hospitals and the Union will nominate three members of the Committee and appoint co-chairs. The Committee will meet and mutually select a third party facilitator. Failing to do so, William Kaplan will appoint the facilitator.
3. The Hospitals and the Union will be responsible for their own expenses, but they will share equally in the fees of the expenses of the facilitator.
4. The Committee will meet monthly or as otherwise agreed by the parties or directed by the facilitator.
5. The Committee will immediately request from all participating hospitals a copy of their current benefit plan master policies as they pertain exclusively to CUPE and booklets to be provided within 90 days of the request.
6. The Committee will review those plans and determine what, if any, variations exist among the plans.
7. The Committee will also consider whether, without reducing the level of benefits provided at each individual participating hospital, there are cost saving mechanisms available to the parties.
8. The Committee may retain expert assistance, the cost of which shall be borne equally by the Hospitals and the Union. Should the Hospitals and the Union not agree on retaining expert assistance, the decision of the facilitator shall be binding.
9. The Committee shall complete its work and prepare a final report within eighteen months, unless the parties agree otherwise. The parties agree that this memorandum of agreement and the report of the Committee shall not be introduced or relied upon by either party in any proceedings whatsoever. However, it is agreed and understood that the data collected may be relied upon by either party for any purpose in any proceeding.

FOR THE HOSPITALS

  
Alison Adams

FOR THE UNION

  
Linda Pellegrini  
  
Maria Campbell

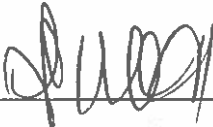


**LETTER OF UNDERSTANDING**


**Re: Grievances Related to Article 3.02**

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

**FOR THE HOSPITALS**

  
\_\_\_\_\_  
Alison Adamson

**FOR THE UNION**

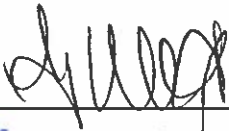
  
\_\_\_\_\_  
Catharine Campbell

## **LETTER OF UNDERSTANDING**



### **Re: Workload Complaint Form**

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.

#### **FOR THE HOSPITALS**

  
\_\_\_\_\_  
Alison Adamson

#### **FOR THE UNION**

  
\_\_\_\_\_  
  
\_\_\_\_\_  
Corrie Campbell

## LETTER OF UNDERSTANDING

### Re: Commitment to Equity, Diversity and Inclusivity

The parties agree that working and caring conditions are at their best when the workplace environment is reflective of the communities they serve and work together to promote equity, diversity, and inclusion within the Hospital.

The parties are committed to promoting a workplace of diversity, inclusion and where everyone feels valued. The parties are committed to a workplace that is inclusive of their diverse communities, including but not limited to Women, Racialized workers, workers with a disability, Black, Indigenous, People of Colour (BIPOC) workers, and Lesbian, Gay, Bisexual, Transgender, Queer and/or Questioning, Intersex, Asexual and/or Agender, Two-Spirited and the countless affirmative ways in which workers choose to self-identify (LGBTQIA2+).


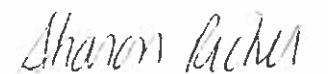
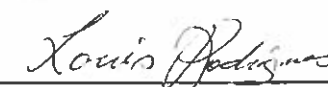
The parties value the contributions of all staff in the hospital and recognize that discriminatory and oppressive acts can negatively impact staff. The parties are committed to making an equitable working environment that is inclusive for all.

To support this commitment, where a committee or other hospital forum does not already exist, the local parties will endeavour in the first year of the collective agreement to establish a committee or other hospital forum. The local parties will coordinate to integrate at least one (1) representative, and one (1) alternate, selected or appointed by the Union from amongst bargaining unit employees to join said committee. The committee will meet on a frequency as determined by the committee. The committee will discuss, research and implement strategies, initiatives, and training programs aimed at promoting equity, diversity, and inclusion in the hospital in effective and meaningful ways.




Where a committee or other hospital forum currently exists, at least one (1) representative, and one (1) alternate, from the bargaining unit will be integrated onto the committee or other hospital forum.

DATED this 22<sup>nd</sup> day of September 2021.

ON BEHALF OF  
CANADIAN UNION OF PUBLIC EMPLOYEES:

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

ON BEHALF OF  
THE PARTICIPATING HOSPITALS:

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

Sueana Hollingworth

Gmilenie W

~~W. H. H.~~

Wayne Lawrence

H. J. J. J. J.

D. J. J. J.

~~W. H. H.~~

Judy Bain

~~W. H. H.~~

Stella Gordon

~~W. H. H.~~

D. W. H.

~~W. H. H.~~

Paul Cifarelli

Jedra Bell

~~W. H. H.~~

## **APPENDIX OF LOCAL ISSUES**

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

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

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

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

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

## APPENDIX A: 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: \_\_\_\_\_  
\_\_\_\_\_

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

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

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

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

#### **SECTION 5: RPN RECOMMENDED SOLUTIONS**

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

- |   |   |
|---|---|
| <input type="checkbox"/> In-service   | <input type="checkbox"/> Orientation              |
| <input type="checkbox"/> Review nurse/patient ratio                                     | <input type="checkbox"/> Review policy/procedures |
| <input type="checkbox"/> Float/casual pool  | <input type="checkbox"/> Adjust supporting staff  |
| <input type="checkbox"/> Adjust RPN staff   | <input type="checkbox"/> Equipment                |
| <input type="checkbox"/> Replace sick calls, vacations, paid holidays or other absences |   |

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**



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**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:

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### SECTION 3: DETAILS OF OCCURENCE

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

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

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### SECTION 4: REMEDY

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

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

c) Was it resolved                      Yes    ☐        No    ☐

Provide details of how it was or was not resolved:

**SECTION 5: RECOMMENDATIONS**

To correct this problem, I/we recommend:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

<b>SECTION 7: MANAGEMENT COMMENTS</b>
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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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**CUPE SERVICE LOCAL ISSUES - PART-TIME**  
**Expires: September 28, 2023**

**Appendix I**

- A - Recognition
- B - Management Rights
- C - Union Membership
- D - Union Representation
- E - Seniority
- F - Scheduling
- G - Pay Cheques
- H - Recognized Holidays
- I - Vacations
- J - Uniform Allowance
- K - General
- L - Health & Safety
- M - Ambulance Escort
- N - RPN Skill Utilization
- O - RPN Mentorship
- P - RPN Preceptorship/Student Supervision

Appendix II	Terms of Reference Joint Health & Safety Committee
Appendix III	Terms of Reference JHSC Modified Work Assignments
Appendix IV	Letter of Understanding - Overtime for Part-time Employees
Appendix V	Combination of Service FT and PT and Clerical FT and PT Collective Agreements
Appendix VI	PSW Preceptorship/Student Supervision

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

**APPENDIX I**

**ARTICLE A - RECOGNITION**

- A-1 The Hospital agrees to recognize the Union as the sole and exclusive bargaining agent of all the lay employees of the Hospital regularly employed for not more than thirty (30) hours per week exclusive of a one-half (1/2) hour unpaid meal break, and students employed during the school vacation period in the City of Guelph, save and except professional medical staff, graduate nursing staff, under-graduate nurses, graduate pharmacists, under-graduate pharmacists, graduate nutritionists, student nutritionists, technical personnel, physiotherapists, occupational therapists, student physiotherapists, student occupational therapists, office and clerical staff, supervisors, persons above the rank of supervisors and persons covered by subsisting collective agreements.

**ARTICLE B - MANAGEMENT RIGHTS**

- B-1 The Union acknowledges that it is the exclusive function of the Hospital to manage and direct its operations and affairs in all respects except as specifically abridged, delegated, granted or modified by this Agreement.
- B-2 Without limiting the generality of the foregoing, the Hospital's functions shall include:

- (a) the right to maintain order, discipline and efficiency and, in connection therewith to make, alter and enforce from time to time rules and regulations, policies and practices to be observed by its employees, and the right to discipline or discharge employees for cause, subject to the grievance procedure herein provided;
- (b) the right to select, hire, discipline, discharge, transfer, assign to shifts, promote, demote, classify, layoff, recall, suspend and retire employees (subject to the regulations of the pension plan in effect) and select employees for Positions excluded from the bargaining unit, provided that no employee shall be transferred out of the bargaining unit against their wishes subject to clause 9.06 (a), and further provided that a claim of improper classification or a claim of discriminatory promotion, demotion, transfer, discipline or suspension or a claim by an employee that they have been discharged without reasonable cause, may become the subject of a grievance and be dealt with as herein provided;
- (c) the direction of the working forces, the right to plan, direct and control the operation of the Hospital, the right to introduce new and improved methods and facilities, equipment, the amount of supervision of personnel necessary, work schedules, establishment of standards of quality, the determination of the extent to which the Hospital will be operated, and the increase or decrease in employment arising there from;
- (d) the sole and exclusive jurisdiction over all operations, buildings, machinery, equipment and tools.

#### ARTICLE C - UNION MEMBERSHIP

- C-1 All employees subject to this Agreement shall be required, as a condition of employment, to pay once each cheque by payroll deduction an amount equal to the regular Union dues in accordance with the Union constitution. The amount deducted shall not include special assessment or levies of any kind.

Deductions made under this provision shall be remitted monthly to the properly authorized Union official together with a list of the employees' names from whose pay such deductions were made.

- C-2 The Union agrees to refund to the Hospital any amount paid to the Union in error as a result of the check-off provisions, and further agrees that the Hospital will refund to the Union any dues inadvertently missed during any period not to exceed sixty (60) days.
- C-3 Present employees who are members of the Union, or who join the Union, shall retain their membership as a condition of employment. New employees shall be required as a condition of employment to become Union members on their date of hire and shall maintain their membership.
- C-4 It is understood that refusal by the Union to accept an employee as a member or to continue an employee's membership will not be cause for dismissal by the Hospital.

#### ARTICLE D - UNION REPRESENTATION

- D-1 The Hospital agrees to recognize the following representatives of the Bargaining Unit:

- (a) ten (10) stewards, one of whom shall be the Chief Steward, from among the employees in accordance with Schedule "B" which is attached hereto and forms part of this Agreement;
- (b) with reference to Article 6, Clause 6.03, a negotiating committee of not more than four (4) employees, preferably not more than one of whom shall be from any one work unit.
- (c) a Grievance Committee of not more than three (3) employees.

Note: It is recognized that the above numbers shall apply as an aggregate of full-time and part-time

employee representatives.

- D-2 The Union shall provide the Hospital with a list of such representatives and shall keep such list up-to-date at all times.
- D-3 Probationary employees shall not be eligible to serve as Stewards or Union Committee members.
- D-4 Union leaves of absence will not exceed 85 days total (Full-time and Part-time). Individual representatives, except the President, are to be limited to 15 days maximum. Subject to operational requirements, members that are approved by the executive of the union who request union leave of absence shall not have such requests unreasonably denied.

#### ARTICLE E - SENIORITY

- E-1 The Hospital will produce and post a quarterly seniority list and shall provide the Union with a copy. For purposes of scheduling, the quarterly seniority list will be used. For purposes of a permanent job posting, an employee's seniority as of the end of the pay period preceding the closing date of the permanent job posting will be used.

#### ARTICLE F - SCHEDULING

- F-1 Hours shall be scheduled in accordance with the requirements of the Hospital. However, the Hospital does not guarantee that work will be provided on a regular or any other basis.
- F-2 If an employee works more than seven (7) consecutive days in a row, the employee will receive time and one half (1.5) their regular straight time hourly rate for all consecutive days worked beyond the seventh (7th) consecutive day worked. It will be understood, an employee will not receive said time and one half (1.5) if the employee requests to work more than seven (7) consecutive days in a row, and such request is approved by their Director/Supervisor.

The Hospital will schedule one (1) weekend off in three (3). An employee will receive time and one half (1½) at her/his regular straight time hourly rate for all hours worked on a third (3<sup>rd</sup>) consecutive weekend save and except where;

- (a) such weekend has been worked by the employee to satisfy days off requested by the employee, or
- (b) such employee has posted or been displaced into a position scheduled to work only weekends, or
- (c) such employee has requested in writing to work additional scheduled weekend shift(s). It will be understood such request will not be considered until an employee has been employed for thirty (30) calendar days and will be effective for a period of at least three (3) months, and may be discontinued with five (5) weeks written notice. Upon request, a copy of the written correspondence will be forwarded to the Union, or
- (d) such weekend is worked as a result of an exchange of shift(s) with another employee.

It will be understood that if an employee receives premium payment for hours worked on a third (3<sup>rd</sup>) consecutive weekend, said hours will not be considered as worked for purposes of any further premium or overtime payments. It is further understood a weekend shall be defined as those shifts in which the majority of hours fall on a Saturday or a Sunday.

- F-3 A schedule of shifts will be posted at least six (6) weeks in advance of the week to which it applies.

In the case of a change in the posted shift at the request of the Hospital with less than twenty-four (24)



hours notice, the employee affected shall be paid time and one half (1½) their regular straight time rate of pay for all hours worked on the shift that replaced the posted shift previously scheduled. Such premium shall not apply when the change is requested by the employee and agreed to by the Hospital.

- F-4 No employees engaged in direct patient care (RPNs, O.R. Technicians, and CCU Technicians) shall be scheduled for split days off without mutual consent.
- F-5 Regarding the posted schedule referred to in Article F-3, when scheduled less than twelve (12) hours between shifts the employee will be paid time and one half (1½) their regular straight time rate of pay for the first shift worked; however, such premium shall not be paid when scheduling is at the request of the employee or when the immediately prior shift was of less duration than a full seven and one half (7½) hour shift.
- F-6 Graduate Practical Nurses, RPNs, O.R. Technicians and CCU Technicians may request to work:
- 1) two shifts either days and evenings or days and nights;  
or
  - 2) the afternoon or night shift.
- F-7 A) If on the posted schedule referred to in Article F-3 an employee is scheduled to work a weekend shift(s) which is followed by a recognized holiday on Monday, and the employee's job is required to be performed on the recognized holiday, the Hospital will schedule the employee to work the recognized holiday on the Monday, providing no overtime or premium payment(s) would result.
- B) If the July 1st recognized holiday falls on a Saturday or Sunday, and the employee on the posted schedule referred to in Article F-3 is scheduled to work the weekend on which the July 1st recognized holiday falls, the Hospital will endeavour to schedule the employee to work the immediate following Monday.
- If the July 1st recognized holiday falls on a Saturday or Sunday, and the employee on the posted schedule referred to in Article F-3 is not scheduled to work the weekend on which the July 1st recognized holiday falls, the Hospital will endeavour not to schedule the employee to work the immediate following Monday.
- F-8 All employees working on the weekend when time changes shall be paid for all hours worked at their regular rate of pay.
- F-9 In the event of adverse weather conditions that despite reasonable efforts being made cause an employee to be unable to report for a scheduled shift, the employee may request a lieu or vacation day be scheduled in place of the employee's schedule shift.
- F-10 Regarding the posted schedule referred to in Article F-3,
- the Hospital will provide an employee working twelve-hour shifts with forty-eight (48) hours scheduled off between the completion of the employee's last scheduled night shift and her/his next scheduled day shift.
  - the Hospital will provide an employee working eight-hour shifts with thirty-two (32) hours scheduled off between the completion of the employee's last scheduled night shift and her/his next scheduled day or evening shift.
- F-11 With the exception of the Food Services Department and in cases of temporary and/or permanent accommodation, the minimum number of hours of any scheduled shift shall be four (4) hours. Following any long-term leave, the employer will determine orientation and training requirements.

- F-12 A) In reference to the schedule referred to in Article F-3, all regular part-time employees will be scheduled on a fair and equitable basis provided no overtime or premium payments would result.
- B) Once the schedule referred to in Article F-3 has been posted and additional shifts become available, it is understood that Article F-5 and Article F-10 above do not apply, and additional shifts will be offered as follows:
- i) Provided no overtime or premium payment results, the most senior, qualified and available regular part-time employee will be offered shifts until she/he has had opportunity to reach forty-five (45) hours in the pay period, excluding hours worked in another department. Provided no overtime or premium payment results the second most senior, qualified and available regular part-time employee will then be offered shifts until she/he has had opportunity to reach forty-five (45) hours in the pay period, excluding hours worked in another department, and so on.
  - ii) Following i) above, provided no overtime or premium payment results, the most senior, qualified and available regular part-time employee will be offered shifts until she/he has had opportunity to reach seventy-five (75) hours in the pay period. Provided no overtime or premium payment results, the second most senior, qualified and available regular part-time employee will be offered shifts until she/he has had opportunity to reach seventy-five (75) hours in the pay period, and so on.
  - iii) Following i) and ii) above, any remaining additional shift(s) will be offered to casual part-time employees in accordance with department procedures. On an on-going basis, a casual part-time employee will provide the Hospital with up-to-date availability.
  - iv) Following i), ii) and iii) above, if there is no employee available in the department to work an additional shift(s) at other than overtime or premium pay, employees from other departments who are qualified and make themselves available, may be offered additional shifts on a fair and equitable basis, provided no overtime or premium payment results. It is understood that such employee must as soon as reasonably possible report to her/his department that she/he has accepted a shift in another department.
  - v) For purposes of the above, each department will create an availability system for regular part-time and casual part-time employees. Regular part-time and casual part-time employees will provide their availability as per the department's availability system.
- C) Once the schedule referred to in Article F-3 has been posted, where the offer of an additional shift will result in overtime or premium payment, the shift will be offered to qualified employees who have made themselves available within the department in the following order:
- i) Full-time on a rotating basis accordingly by seniority
  - ii) Regular part-time by seniority
  - iii) Casual part-time in accordance with department procedures
  - iv) Following i), ii), iii) above, if there is no employee available within the department to work a shift at overtime or premium payment, employees from other departments who are qualified and make themselves available, may be

offered the shift on a fair and equitable basis. It is understood that such employee must as soon as reasonably possible report to her/his department that she/he has accepted a shift in another department.

It is understood that if an employee receives overtime or premium payment for hours worked as a result of the above, such hours will not be considered as hours worked for the purposes of any further overtime or premium payment.

- D) If an employee wishes to replace themselves for a shift they have been scheduled to, the employee must follow the process referred to in B) above and subsequently submit a request for approval to the Director/Manager or designate. The Director/Manager or designate will make a decision within four (4) business days of a replacement request.
- F-13 A mutual exchange of shifts between two (2) employees must receive prior approval from the Director/Manager or designate. The Director/Manager or designate will make a decision within four (4) business days of a replacement request. A mutual exchange of shifts will not be unreasonably denied.
- F-14 When a temporary full-time vacancy occurs due to an extended absence associated with long term sick leave, maternity leave of absence, etc. and the Hospital decides to fill the vacancy, the Director/Manager or designate will first offer the vacancy to the most senior, available and qualified regular part-time employee.
- F-15 Extended Twelve (12) Hour Tour Schedules and Hybrid Schedules (combination of twelve (12) hour and eight (8) hour tours)
- A) The purpose of this Letter of Understanding is to vary certain terms of the Collective Agreement for the implementation, scheduling and discontinuation of extended twelve (12) hour tour schedules and hybrid schedules. With the exception of specific variations set forth in this Letter of Understanding, all other conditions and terms of the Collective Agreement shall remain in force and in effect. It is understood that insofar as any provision of this Letter of Understanding is in conflict with any provision of the Collective Agreement, the provision of this Letter of Understanding shall prevail.
- B)
- a) An extended twelve (12) hour tour shall embody the following conditions:
    - i) 11.25 consecutive hours in any twenty-four (24) hour period, exclusive of a total of forty-five (45) minutes of unpaid relief time, and
    - ii) subject to exigencies of patient care, a total of forty-five (45) minutes of paid relief time.
  - b) An eight (8) hour tour shall be designated a "short shift" and shall embody the following conditions:
    - i) 7.5 consecutive hours in any twenty-four (24) hour period, exclusive of a total of thirty (30) minutes of unpaid relief time, and
    - ii) subject to exigencies of patient care, a total of thirty (30) minutes of paid relief time.
  - c) An extended twelve (12) hour tour schedule shall include tours as referred to in a) above.
  - d) A hybrid schedule shall include tours as referred to in a) and b) above.
- C)
- a) An extended tour or hybrid schedule shall be introduced in any unit

when:

- i) sixty-six percent (66%) of employees in the unit indicate by secret ballot, and
    - ii) the Hospital agrees to implement an extended tour or hybrid schedule. Such agreement shall not be withheld in an unreasonable nor arbitrary manner.
  - b) An extended tour or hybrid schedule shall be discontinued in any unit when:
    - i) sixty-six percent (66%) of employees in the unit indicate by secret ballot, or
    - ii) the Hospital because of
      - adverse effect on patient care, or
      - inability to provide a workable schedule, or
      - other reasons which are neither unreasonable nor arbitrary, the Hospital states its intention to discontinue an extended tour or hybrid schedule.
  - c) Notwithstanding the above, it is understood that in a unit of less than ten (10) employees, a) (i) and b) (i) above shall be amended to read sixty-six percent (66%) of full-time employees and sixty-six percent (66%) of regular part-time employees in the unit indicate by secret ballot.
  - d) If an extended tour or hybrid schedule is discontinued in accordance with b) (i) or b) (ii) above:
    - i) the parties shall meet within two (2) weeks of the decision to discontinue to review the decision, and
    - ii) the affected unit shall be given sixty (60) calendar days notice before such discontinuance.
  - e) The secret ballots referred to in a) and b) above:
    - i) must be counted and verified in the presence of a Union representative, and
    - ii) shall not take place unless six (6) months has elapsed from the date of any such previous ballot within the unit.
- D) An employee shall not be required to work a twelve (12) hour or eight (8) hour shift immediately following three (3) consecutive twelve (12) hour shifts without days off. The Hospital will provide premium payment to the employee in accordance with Article 15.03 for every consecutive twelve (12) hour or eight (8) hour shift immediately following three (3) consecutive twelve (12) hour shifts.
- Premium payment in accordance with Article 15.03 shall not apply where:
- i. An employee works less than the full shift(s) offered or scheduled by the Hospital, or
  - ii. The shift(s) has been worked by the employee to satisfy specific day off requested by the employee, or
  - iii. Such shift(s) is worked as a result of an exchange of shift(s) with another employee.
- E) Overtime in accordance with Article 15.03 shall be paid for all hours worked in excess of an extended twelve (12) hour tour or an eight (8) hour tour.
- F) It is understood that all hours worked in excess of two hundred and twenty-five (225) hours averaged over a six (6) week period, shall be paid as overtime in accordance with Article 15.03.

- G) Regarding the posted schedule referred to in Article F-3, there shall be a minimum of twelve (12) hours scheduled off between tours. Should the Hospital schedule less than twelve (12) hours between tours, the employees shall be paid overtime in accordance with Article 15.03 for the entire tour worked that does not provide such minimum.
  - H) In reference to Article 15.09, a shift premium shall be paid for all hours worked on an extended tour between 1500 and 0700 providing that such hours exceed two (2) hours if worked in conjunction with a day shift.
  - I) A full-time employee shall be scheduled additional hours if such employee's tour schedule over a calendar year would not provide opportunity to work one thousand nine hundred and fifty (1,950) hours. It is understood that such additional hours scheduled and worked shall be paid at the employee's straight time hourly rate, not used for purposes of any premium payment(s) and not be construed as a guarantee of hours of work.
  - J) An employee working an extended tour on a paid holiday will be paid for actual hours worked on the holiday in accordance with Article 16.03. Paid hours for each with designated holiday not worked, and each lieu day for each designated holiday worked by full-time employees shall be 7.5 hours (i.e.) 12 paid holidays x 7.5 hours = 90 hours in one year.
  - K) If an extended tour becomes available, the tour shall be offered in accordance with the call-in procedure to employees in the unit who are not scheduled to work, or to employees in the unit who are scheduled to work a four (4) hour tour on the day of such extended tour, in circumstances where no overtime or premium payment(s) would result.
- F-16 Extended Ten (10) Hour Tour Schedules and Hybrid Schedules (combination of ten (10) hour and eight (8) hour tours)
- A) The purpose of this article is to vary certain terms of the Collective Agreement for the implementation, scheduling and discontinuation of extended ten (10) hour tour schedules and hybrid schedules. With the exception of specific variations set forth in this article, all other conditions and terms of the Collective Agreement shall remain in force and in effect. It is understood that insofar as any provision of this article is in conflict with any provision of the Collective Agreement, the provision of this article shall prevail.
  - B)
    - a) An extended ten (10) hour tour shall embody the following conditions:
      - i) 9.375 consecutive hours in any twenty-four (24) hour period, exclusive of a total of thirty-seven and one half (37.5) minutes of unpaid relief time, and
      - ii) subject to exigencies of patient care, a total of thirty-seven and one half (37.5) minutes of paid relief time.
    - b) An eight (8) hour tour shall be designated a "short shift" and shall embody the following conditions:
      - i) 7.5 consecutive hours in any twenty-four (24) hour period, exclusive of a total of thirty (30) minutes of unpaid relief time, and
      - ii) subject to exigencies of patient care, a total of thirty (30) minutes of paid relief time.
    - c) An extended ten (10) hour tour schedule shall include tours as referred to in a) above.
    - d) A hybrid schedule shall include tours as referred to in a) and b) above.

- C) a) An extended tour or hybrid schedule shall be introduced in any unit when:
- i) sixty-six percent (66%) of employees in the unit indicate by secret ballot, and
  - ii) the Hospital agrees to implement an extended tour or hybrid schedule. Such agreement shall not be withheld in an unreasonable nor arbitrary manner.
- b) An extended tour or hybrid schedule shall be discontinued in any unit when:
- i) sixty-six percent (66%) of employees in the unit indicate by secret ballot, or
  - ii) the Hospital because of
    - adverse effect on patient care, or
    - inability to provide a workable schedule, or
    - other reasons which are neither unreasonable nor arbitrary, the Hospital states its intention to discontinue an extended tour or hybrid schedule.
- c) Notwithstanding the above, it is understood that in a unit of less than ten (10) employees, a) (i) and b) (i) above shall be amended to read sixty-six percent (66%) of full-time employees and sixty-six percent (66%) of regular part-time employees in the unit indicate by secret ballot.
- d) If an extended tour or hybrid schedule is discontinued in accordance with b) (i) or b) (ii) above:
- i) the parties shall meet within two (2) weeks of the decision to discontinue to review the decision, and
  - ii) the affected unit shall be given sixty (60) calendar days notice before such discontinuance.
- e) The secret ballots referred to in a) and b) above:
- i) must be counted and verified in the presence of a Union representative, and
  - ii) shall not take place unless six (6) months has elapsed from the date of any such previous ballot within the unit.
- D) An employee shall not be required to work consecutive tours totaling more than thirty-seven and one half (37.5) hours without mutual consent. If an employee is required to work consecutive tours totaling more than thirty-seven and one half (37.5) hours without the aforesaid consent, she/he shall be paid overtime in accordance with Article 15.03 for every consecutive hour worked in excess of the thirty-seven and one half (37.5) hours. It is understood that any hours paid under Article 15.03 shall be excluded in the calculation of the thirty-seven and one half (37.5) hours.
- E) Overtime in accordance with Article 15.03 shall be paid for all hours worked in excess of an extended ten (10) hour tour or an eight (8) hour tour.
- F) It is understood that all hours worked in excess of two hundred and twenty-five (225) hours averaged over a six (6) week period, shall be paid as overtime in accordance with Article 15.03.

- G) Regarding the posted schedule referred to in Article F-3, there shall be a minimum of twelve (12) hours scheduled off between tours. Should the Hospital schedule less than twelve (12) hours between tours, the employees shall be paid overtime in accordance with Article 15.03 for the entire tour worked that does not provide such minimum.
  - H) In reference to Article 15.09, a shift premium shall be paid for all hours worked on an extended tour between 1500 and 0700 providing that such hours exceed two (2) hours if worked in conjunction with a day shift.
  - I) A full-time employee shall be scheduled additional hours if such employee's tour schedule over a calendar year would not provide opportunity to work one thousand nine hundred and fifty (1,950) hours. It is understood that such additional hours scheduled and worked shall be paid at the employee's straight time hourly rate, not used for purposes of any premium payment(s) and not be construed as a guarantee of hours of work.
  - J) An employee working an extended tour on a paid holiday will be paid for actual hours worked on the holiday in accordance with Article 16.03. Paid hours for each designated holiday not worked, and each lieu day for each designated holiday worked by full-time employees shall be 7.5 hours (i.e.) 12 paid holidays x 7.5 hours = 90 hours in one year.
  - K) If an extended tour becomes available, the tour shall be offered in accordance with the call-in procedure to employees in the unit who are not scheduled to work, or to employees in the unit who are scheduled to work a four (4) hour tour on the day of such extended tour, in circumstances where no overtime or premium payment(s) would result.
- F-17 Where the offer of additional shifts is required at straight time or at premium, the Hospital will maintain records tracking call-ins.
- F-18 The employee may request 4 weeks in advance of the posted schedule to change their star and stat day on the master rotation. The requested change is to be taken within that posted schedule, pending approval where operationally feasible.

#### ARTICLE G - PAY CHEQUES

- G-1 Employees shall be paid every second week. The Hospital shall reimburse an employee within three (3) working days for any errors or omissions caused by the Hospital on their pay cheque. See attached Schedule B for Wage Rates.

#### ARTICLE H - RECOGNIZED HOLIDAYS

- H-1 The following holidays will be recognized:

- |                        |                               |
|------------------------|-------------------------------|
| 1. New Year's Day      | 7. Civic Holiday              |
| 2. Family Day          | 8. Labour Day                 |
| 3. Good Friday         | 9. Thanksgiving Day           |
| 4. Easter Monday       | 10. Second Monday in November |
| 5. Victoria Day        | 11. Christmas Day             |
| 6. Canada Day (July 1) | 12. Boxing Day                |

- H-2 In reference to Article 16.03, a holiday shall commence at 2400 hours on the calendar day prior to the holiday and end at 2400 hours on said paid holiday.

#### ARTICLE I – VACATIONS

- I-1 Vacation Scheduling

- a) By March 1<sup>st</sup> of each calendar year, an employee will submit her/his vacation requests in writing to her/his Supervisor for the upcoming vacation year, April 1<sup>st</sup> of the current year up to and including March 31<sup>st</sup> of the following year.
- b) If an employee has not requested in writing, as per a) above, her/his vacation entitlement by March 1<sup>st</sup>, any vacation requests submitted after March 1<sup>st</sup> will be scheduled on a "first come first serve" basis.
- c) The vacation schedule for the vacation year will be posted on or before May 1<sup>st</sup> of each calendar year. Following May 1<sup>st</sup>, any vacation requests made by an employee will be responded to by their Director/Supervisor within a reasonable timeframe.
- d) During prime time from June 15 to September 15, an employee may request in writing up to two (2) consecutive weeks of vacation, which is understood to mean up to fourteen (14) consecutive calendar days. Each employee in the department may be granted one (1) vacation request prior to being granted a second (2<sup>nd</sup>) vacation request. Where there is a conflict in requests, seniority shall be the deciding factor when vacation is scheduled.
- e) During prime time from December 15 to January 5, an employee may request in writing up to one (1) week of vacation, which is understood to mean up to seven (7) consecutive calendar days which may include either Christmas Day or New Year's Day. In addition, the employee may request vacation or lieu time on Christmas Eve, Boxing Day or New Year's Eve. The Hospital will endeavor to approve the aforementioned requests; such approval will be based on operational needs. Each employee in the department may be granted one (1) vacation request prior to being granted a second (2<sup>nd</sup>) vacation request. Where there is conflict in requests, the Hospital will endeavour to alternate Christmas and New Year's annually.

Notwithstanding the above, an employee may request in writing either Christmas Day or New Year's Day off. An employee who wishes to work Christmas Day, Boxing Day and/or New Year's Day, will indicate their availability prior to the schedule being posted. The Hospital will endeavour to schedule an employee to her/his request(s). Where there is conflict in requests, the Hospital will endeavour to alternate Christmas Day and New Year's Day annually. It will be understood if the majority of hours on a shift to be scheduled fall on Christmas Day, such shift belongs to Christmas Day. Similarly, if the majority of hours to be scheduled on a shift fall on New Year's Day, such shift belongs to New Year's Day.

- f) During non-prime time, an employee may request in writing up to three (3) consecutive weeks of vacation, which is understood to mean up to twenty-one (21) consecutive calendar days. Each employee in the department may be granted one (1) vacation request prior to being granted a second (2<sup>nd</sup>) vacation request. Where there is conflict in requests, seniority shall be the deciding factor when vacation is scheduled.
- g) If requested, an employee may commence her/his vacation on a weekend the employee would be scheduled to work. Such a request shall not be unreasonably denied. It will be understood if the majority of hours on a shift fall on a Saturday or a Sunday, such shift belongs to the weekend.
- h) Part-time vacation requests for the upcoming vacation year must be submitted in writing by March 1<sup>st</sup> to be awarded by seniority. Any vacation requests submitted after March 1<sup>st</sup> will be scheduled on a "first come first serve" basis.
- i) If an employee has not requested and been scheduled her/his vacation entitlement by November 1<sup>st</sup> of a vacation year, the Hospital may schedule the employee's remaining vacation entitlement for the vacation year.
- j) Vacation shall be scheduled and taken prior to each March 31<sup>st</sup>. Only at the sole discretion and with prior written approval from the appropriate Director and Vice President of the employee's



department, with a copy to Human Resources and Payroll, may vacation be carried over into the following vacation year.

#### I-2 Change of Vacation

Following the posting of the vacation schedule May 1<sup>st</sup> of each year, an employee who wishes to change a vacation period, shall make a request in writing to her/his Supervisor. If operationally feasible, such request shall not be unreasonably denied.

#### I-3 Vacation Payout

On a one-time basis, at any point, an employee whose status is regular part-time as of May 31, 2018 may request in writing to the Human Resources Department, to receive their vacation pay bi-weekly. Otherwise, such employee will continue to have any available vacation hours not taken prior to March 31st paid out.

An employee who is hired or transfers to regular part-time status after May 31, 2018 will receive their vacation pay bi-weekly.

Casual part-time employees, effective May 31, 2018, will receive their vacation pay bi-weekly.

#### I-4 Termination of Employment

- a) On separation, an employee shall be paid earned vacation. In the case of an employee with less than one (1) year of continuous service, vacation pay shall be calculated at four (4) percent of earnings.
- b) An employee is required to give two (2) weeks' notice of termination of services to the Hospital. If an employee fails to give such notice, special circumstances accepted, the employee will be entitled to vacation pay calculated only in accordance with the provisions of the Employment Standards Act.

### ARTICLE J - UNIFORM ALLOWANCE

- J-1 An employee required to wear a uniform and not provided with a uniform issued by the Hospital (i.e. scrubs), will be paid a uniform allowance of seven and one half cents (\$0.075) per hour worked. Such employee shall be in a uniform that complies with hospital standards of appearance, cleanliness and condition.

### ARTICLE K - GENERAL

- K-1 The Union shall have the privilege of posting Union notices on four (4) bulletin boards, the location of which shall be mutually agreed upon. Such notices must be submitted to and approved by the Executive Director or their designate before posting.

#### K-2 Correspondence

All correspondence between the parties hereto arising out of this Agreement or incidental thereto shall, except as otherwise provided (e.g. Grievance and Arbitration Procedure), be addressed to:

- (a) Vice President Human Resources, Guelph General Hospital or their appointee, (in the case of the Hospital).
- (b) The President, Secretary and Union Representative for Local 57, or any other designated

representative of the Bargaining Unit, at their normal place of employment, or their last known address, whichever is most practical (in the case of the Union).

- K-3 The Hospital will provide the Union with a list of addresses for the membership every April 1 unless an employee notifies the employer in writing that they do not wish their address be made known to the Union.
- K-4 Workplace Safety and Insurance Board
- When the Hospital intends to intervene or dispute a Workplace Safety and Insurance Board claim, the Hospital shall notify the employee and the Union of its intention.
- K-5 Meal Allowance
- An employee who is requested to work four (4) or more hours immediately following their seven and one half (7.5) hour or eleven and one quarter (11.25) hour scheduled shift will be paid a meal allowance of ten dollars (\$10.00) on the bi-weekly pay.
- K-6 Prior to affecting any changes in rules or policies which affect employees covered by the Agreement, the Hospital will discuss the changes with the Union and provide copies to the Union.
- K-7 Union President Time Off
- For purposes of local Union business, the Local Union President shall be entitled up to three hundred (300) hours paid leave at her/his straight time hourly rate from April 1<sup>st</sup> of a current year to March 31<sup>st</sup> of the following year.
- K-8 An Operating Room Registered Practical Nurse (RPN) will not be scheduled for standby on her/his day off unless otherwise agreed to by the Operating Room RPN. When an Operating Room RPN is required to travel to the Hospital or return home as a result of reporting to or off work while on standby, the Hospital will reimburse the Operating Room RPN mileage as per Hospital policy except in cases where the Operating Room RPN reports to work from standby and the period worked immediately precedes the Operating Room RPN's scheduled shift.
- K-9 At the request of the Local Union President or designate, a copy of the posted department schedule will be supplied.
- K-10 Prior to any changes in parking rates affecting CUPE bargaining unit members, the proposed changes will be discussed at the Labour-Management Committee. In the event the Hospital changes the rates, the Union has the right to grieve.

#### ARTICLE L - HEALTH AND SAFETY

- L-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 Hospital will not await full or absolute scientific certainty before taking reasonable action(s) that reduces risk and protects employees. The Hospital shall provide orientation and training in health and safety to new and current employees on an ongoing basis and employees shall attend and complete the required health and safety training sessions/programs.
- b) Recognizing its responsibilities under the applicable legislation, the hospital agrees to accept as members of the Joint Health and Safety Committee, up to three (3) representative(s)

selected or appointed by the Union from amongst the Service and Clerical Collective Agreement bargaining unit employees. The parties fully endorse the responsibilities of employer and employees under the Occupational Health and Safety Act.

- c) The Hospital agrees to cooperate in providing necessary information and management support to enable the Health and Safety Committee to fulfill its functions. In addition, within the limits of applicable legislation, the Hospital will provide the Health and Safety Committee with access to accident reports, health and safety record and other pertinent information in their possession. The Health and Safety Committee shall respect the confidentiality of the information.
- d) Where the Hospital determines that there is a risk that an employee may be exposed to infections or communicable diseases (viral or bacterial), or blood borne pathogen, an employee who may be so exposed will be provided with personal protective equipment reasonably necessary for the protection of the employee.
- e) An employee who is required by the Hospital to wear or use any protective clothing, equipment or device shall be instructed and trained in its care, use and limitations before wearing or using it for the first time and at regular intervals thereafter and the employee shall participate in such instruction and training.
- f) Where the Hospital identifies high-risk areas where employees are exposed to infectious or communicable diseases for which there are available protective medications, such medications may be provided at no cost to the employee.
- g) The Hospital accepts that at least one (1) CUPE member on the Joint Occupational Health and Safety Committee will be trained and will act as a certified worker under the Occupational Health and Safety Act. Any costs associated with the training of a certified worker will be paid by the Hospital.
- h) The Hospital agrees to provide the employee and the designated 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 the WSIB.
- i) Meetings shall be regularly scheduled or more frequently at the call 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.
- j) With reference to Article 19.01, the Hospital or the Ministry of Labour mandates the member to wear safety and or safety non-slip footwear including but not limited to:
  - i. Maintenance
  - ii. Stores
  - iii. MDRD
  - iv. Food Services
  - v. As determined by the Hospital; Environmental Services

**L-2 Terms of Reference (Joint Health and Safety Committee; Return to Work)**

The Terms of Reference attached hereto as Appendix II and III will only be amended based upon the recommendation(s) of the Joint Health and Safety Committee.

**L-3 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 Hospital, Staff and the Union. Staff should feel empowered to report incidents of disruptive behaviour, 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 in the Intimate Partner Domestic Violence Policy (19-010) and the Respectful Workplace and Violence Prevention Framework Policy (11-240), as amended from time to time. The Hospital will provide notice and a copy to the Union of any amendment to existing policies or new applicable policies.

#### L-4 Early and Safe Return to Work

- a) The Hospital and the Union are committed to a consistent and fair approach to meeting the needs of a disabled staff member with respect to reasonably accommodating without undue hardship her/his early and safe return to work in accordance with the parties' responsibilities under the law. To that end, the Hospital and the Union agree that ongoing and timely communications by all participants, including the staff member, is essential to the success of the process.
- b) The Union will designate and notify the Hospital in writing of a Union return to work representative. The return to work representative will actively participate in the process with respect to the early and safe return.
- c) By the fifteenth (15th) of each month, the Hospital will provide the Union's return to work representative with a list that includes:
  - i) The names and last day worked of those staff members absent from work because of disability and who are in receipt of Workplace Safety Insurance Board benefits.
  - ii) The names and last day worked in those staff members absent from work because of disability and who are in receipt of long term disability benefits.
  - iii) The names of staff members currently participating on a temporary return to work program.
  - iv) The names of staff members permanently accommodated.
- d) Prior to a staff member returning to work on a temporary return to work program or a staff member being permanently accommodated, the Hospital will meet with a committee consisting of, the staff member, the Union's return to work representative, the staff member's Manager, a Hospital Occupational health representative and others if required, to discuss and implement the staff member's temporary return to work program or the staff member's permanent accommodation.

#### ARTICLE M - AMBULANCE ESCORT

Where an RPN is assigned to provide patient care for a patient in transit, the following provisions shall apply:

- (a) Where the RPN performs such duties during their regular shift, they shall be paid regular rate of pay.  
  
Where the RPN performs such duties outside their regular shift or on a day off, they shall be paid the appropriate overtime rate.
- (b) Where such duties extend beyond the RPNs regular shift, the Hospital will not require a nurse to return to regular duties at the Hospital without at least eight (8) hours of time off. Where such time off extends into the next regularly scheduled shift, the RPN will maintain their regular earnings for that full shift.
- (c) Hours spent between the time the RPN is relieved of patient care responsibilities and the time the nurse returns to the hospital or to such other locations agreed upon between the Hospital and the RPN will be paid at straight time or at the appropriate overtime rates. It is understood that the nurse shall return to the hospital or to such other location agreed upon between the

Hospital and the RPN at the earliest opportunity. Prior to the RPNs departure on escort duty, or at such other time as may be mutually agreed upon between the Hospital and the nurse, the Hospital will establish with the nurse arrangements for return travel.

- (d) The RPN shall be reimbursed for reasonable out of pocket expenses including room, board and return transportation and consideration will be given to any special circumstances not dealt with under the foregoing provisions.

Note: The Hospital agrees to continue to pay any greater monetary benefit for ambulance escort duty if such greater benefit has been paid by the Hospital immediately prior to this Agreement.

#### ARTICLE N - RPN SKILL UTILIZATION

The Hospital undertakes to encourage Registered Practical Nurses (RPNs) to upgrade their skills to the present level of those being acquired by the graduating RPNs. Further, the Hospital will encourage, and where practicable, permit the utilization of the upgraded skills.

Should the Hospital require those skills on the work units, the Hospital will pay for attendance at such training at regular wages and will also pay for tuition and materials.

#### ARTICLE O - RPN MENTORSHIP

An RPN may, from time to time, be assigned a formal mentorship role for a designated RPN. Mentorship is a formal supportive relationship between two (2) RPNs which results in the professional growth and development of an individual practitioner to maximize her or his clinical practice. The relationship is time limited and focused on goal achievement. Orientation to the Hospital does not constitute mentorship.

After consultation with the RPN being mentored, the Hospital will identify the experiences required to meet her or his learning needs, and will determine the duration of the mentorship assignment and expectations of the mentor.

The Hospital will provide, on a regular basis, all RPNs with the opportunity to indicate their interest in assuming a mentorship role, through a mechanism determined by the local parties. The Hospital selects and assigns the mentor for a given mentoring relationship. At the request of an RPN, the Hospital will discuss with any unsuccessful mentor applicant ways in which she or he may be successful for future mentor opportunities.

The Hospital will review the mentor's workload with the mentor and the RPN being mentored to facilitate successful completion of the mentoring assignment.

The Hospital will pay the RPN mentor for this assigned additional responsibility a premium of fifty-three cents (\$0.53) per hour, in addition to her or his regular salary and applicable premium allowance.

#### ARTICLE P - RPN PRECEPTORSHIP/STUDENT SUPERV'ISION

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. Nurse will be informed in writing of their responsibilities in relation to these students and will be provided with what the Hospital determines to be appropriate training. Any information that is provided to the Hospital by the education 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 Hospital will review the nurse's workload with the nurse and the student to facilitate successful completion of the assignment.

Where a nurse is assigned supervision duties, the Hospital will pay the nurse a premium of fifty-eight (\$0.58) per hour for all hours spent supervising nursing students.

The Hospital will provide, on a semi-annual basis, all nurses an opportunity to indicate their interest in assuming the preceptorship role. Nurses are expected, as part of their regular duties, to provide guidance and advice to members of the health care team.

## APPENDIX II

### TERMS OF REFERENCE JOINT HEALTH & SAFETY COMMITTEE

#### PREAMBLE

The Parties hereto agree to comply with the Occupational Health and Safety Act of Ontario and any amendments thereto.

#### 1. Structure

- 1.1 Workplace health and safety matters shall come under the preview of the Joint Health and Safety Committee (JHSC). The JHSC will maintain communication with other related committees within the facility (e.g., infection control, fire, safety, etc.)
- 1.2 The mandate of the JHSC shall be limited to workplace occupational health and safety matter.
- 1.3 The JHSC may establish sub-committees, as required, and indicate their mandate and time frame. Such sub-committees should consist of equal numbers of workers and Hospital representatives and be chaired by a member of the JHSC.

#### 2. Composition

- 2.1 The Committee will be made up of Hospital and Worker Representatives and the President or designate-ex officio.

#### 3. Entitlements and Responsibilities of Worker Committee Members

- 3.1 Selected worker member(s) of the JHSC shall be afforded the time from work to inspect the workplace.
  - (a) Workplace inspections shall be conducted at least once a month.
  - (b) The Hospital shall respond in writing to the JHSC Committee recommendations regarding inspection reports as soon as possible.
- 3.2 A worker shall assist in the investigation, according to the critical injury protocol, of the circumstances where a worker has been killed or critically injured and shall report her/his findings to a supervisor and to the JHSC.
  - (a) The JHSC will designate two (2) representatives – one (1) appropriate worker and one (1) management – to investigate all serious workplace accidents or illnesses and accidents that have the potential for a serious accident. The investigation team will be responsible for overseeing that the requirements of the Act are met.

The inspection team will report findings and present recommendations designed to prevent recurrences of similar accidents or illnesses to the JHSC.
- 3.3 Selected worker member(s) of the JHSC shall be afforded time from work to accompany the Ministry of Labour official during the inspection of the workplace.
  - (a) Selected worker member(s) of the Committee shall be afforded time to be present at any investigation into a work refusal, and shall attend such investigation without delay. Every effort will be made to ensure that the selected member(s) is a certified worker.

- 3.4 Committee members shall be afforded time from work to attend meetings of the JHSC.
- (a) Committee members are expected to attend all meetings.
  - (b) Every reasonable effort shall be made to schedule JHSC meetings to permit attendance of all committee members.
  - (c) All time spent attending JHSC meetings and attending to the work of the JHSC as defined in these guidelines or in the Occupational Health and Safety Act shall be considered as appropriate.
  - (d) Committee members shall be afforded a minimum of one (1) hour or such longer period of time as the committee determines is necessary to prepare for each committee meeting.
  - (e) Committee members shall be reimbursed for authorized out-of-pocket expenses incurred in the performance of JHSC duties.
  - (f) Committee members shall be afforded scheduled time off work as necessary to carry out their responsibilities between regular meetings of the Committee as determined by the JHSC.
- 3.5 Information pertaining to committee functioning shall be kept in one (1) secure central location.
- 3.6 The Co-chairperson(s) shall establish a schedule for meetings and inspections for the coming year. The schedule shall be circulated to:
- Committee members and their supervisors for incorporation into unit scheduling.
  - Management for information.

#### 4. Functions

- 4.1 The functions of the JHSC shall be to identify and to make recommendations on the following:
- (a) Situations which may be a source of danger or hazard in the workplace.
  - (b) Improvements pertaining to health and safety in the workplace.
  - (c) Monitoring and maintaining programs for health and safety in the workplace.
  - (d) Education of employees on safe practices and hazards of the workplace.
  - (e) Participating in the Designated Substance Assessments and development of control programs under regulation issued by government.
  - (f) Requesting, receiving and reviewing Materials Safety Data Sheets for hazardous substances used in the workplace.
  - (g) Receiving and reviewing newly issued health and safety directives and procedures issued by government.
  - (h) Reviewing studies and programs related to occupational health and safety issues.
  - (i) Reviewing accident and occupational illness statistics and other related information with a view to preventing future occurrences.



- (j) Reviewing investigation reports of all fatal and critical injury workplace accidents, hazardous situations and potentially serious accidents or illnesses, and presenting recommendations for future prevention.
- (k) Receiving and reviewing the results of all workplace occupational health and safety monitoring activities.
- (l) Developing a strategy for the provision of information to all levels of staff.

## 5. Administrative Procedures

- 5.1 The Committee shall reinforce the cooperative solving of health and safety problems and facilitate information dissemination and the exchange of views between workers and management.
- 5.2 Any employees may raise a concern (verbally or in writing) regarding health and safety in the workplace. However, health and safety issues shall be raised with the worker's immediate supervisor before they are brought to the attention of the JHSC.
  - (a) Unresolved health and safety concerns shall then be brought forward to the JHSC for discussion and action.
- 5.3 Committee meetings shall be held a minimum of every three (3) months or more frequently at the call of either Co-chairperson.
- 5.4 A quorum for the carrying out of business will be fifty percent (50%) each from the management and worker group.
- 5.5 Guests may be invited to attend a meeting with prior notice and agreement by both Co-chairpersons.
- 5.6 Prior to the meeting, the Co-chairpersons shall agree on an agenda and forward a copy of the agenda to all committee members.
- 5.7 All items raised from the agenda shall be dealt with on the basis of consensus.
- 5.8 The Committee will appoint a secretary on a rotational basis for the recording of minutes of the proceedings at all Committee meetings.
  - (a) The JHSC shall maintain and keep minutes of its proceedings and make the same available for examination and review by an inspector.
  - (b) The Co-chairpersons will be responsible for having the minutes prepared and circulated to the Committee members within one (1) calendar week of the meeting.
  - (c) Minutes of the previous meeting will be reviewed at each meeting by the Committee and if approved, signed by the Co-chairpersons and will be posted on the Occupational Health and Safety Information Board.
  - (d) The President or designate will be advised of any unresolved agenda items.
- 5.9 All problems, resolutions, time frames and responsibilities for action shall be reported in the minutes.
- 5.10 All recommendations of the JHSC shall be forwarded to Senior Management who shall

respond in writing within twenty-one (21) days.

6. Training

- 6.1 All members of the JHSC shall receive training and education to ensure a basic understanding of health and safety issues and Committee functions.
- 6.2 A yearly upgrading on health and safety issues should be provided for all JHSC members.
- 6.3 The certified worker shall be trained at the employer's expense. All time spent in training shall be considered work time and paid accordingly.

7. Certified Workers

- 7.1 One (1) health and safety representative from CUPE will be a certified worker defined under the Occupational Health and Safety Act.

## APPENDIX III

### TERMS OF REFERENCE JOINT RETURN TO WORK COMMITTEE MODIFIED WORK ASSIGNMENTS

#### PREAMBLE

The Parties hereto agree to comply with the Worker's Safety and Insurance Board Act and the Human Rights Code of Ontario and any amendments thereto.

#### 1. Structure

- 1.1 Return to work and modified work assignments shall come under the preview of the Joint Return to Work Committee. The JRWC will maintain communication with other related committees within the facility when required (e.g., Joint Health and Safety Committee).
- 1.2 The mandate of the JRWC shall be limited to determining and monitoring the return to the workplace of employees who suffer a temporary or permanent injury or illness (within the meaning of the Worker's Safety and Insurance Act) arising out of, and in the course of employment.

#### 2. Composition

- 2.1 The JRWC will be made up of a Hospital and a Union representative.

#### 3. Functions

An appropriate modified work job is one that is:

- (a) intended to rehabilitate the employee to return to their pre-injury job, whenever possible;
- (b) part-time or full-time depending on the employee's classification and medical requirements;
- (c) light work, with limited restrictions (bending, twisting, lifting);
- (d) temporary, lasting one (1) to eight (8) weeks. In some situations temporary work can be extended;
- (e) is not in conflict with Collective Agreement provisions;
- (f) is comparable to the employee's abilities. The duties, if not a regular part of the employee's original position, must be easy for the employee to learn.

#### 3.1 In this regard the primary responsibilities of the JRWC are:

- a) to develop a pool of meaningful, productive modified work assignments for injured workers, subject to physician approval;
- b) identify jobs or tasks suitable for injured workers throughout the Hospital;
- c) create modified jobs for a short period of time to be used only for the Modified Work Program;
- d) ensure that the Modified Work Program does not conflict with any Collective Agreement provisions;

- e) to rehabilitate the employee to return to their pre-injury job, whenever possible;
- f) to make every effort to assign the employee to another department for their modified work if no duties are available in the department in which the worker is employed;
- g) discuss inter-bargaining unit arrangements where modified jobs incorporate tasks divided between two (2) or more bargaining units;
- h) to communicate potential labour relations problems to management and the union(s) involved.

3.2 Once the injured employee's attending physician has approved the employee's ability to return to modified work, the following procedure shall be implemented:

- a) The appropriate Worker Representative and the Employee Health Nurse will inform the injured employee of the modified work program and policies.
- b) The employee will be expected to meet to develop an Action Plan for an appropriate modified work assignment subject to her/his attending physician's approval.

The Action Plan shall include:

- a description of the modified work assignment;
  - where the employee will be working;
  - progress review dates;
  - and how long she/he is expected to be on modified work.
- c) The employee, their attending physician, worker representative and their home department Manager and/or Modified Work manager (if the injured worker goes to another department), share in the responsibility of monitoring the progress of the employee on Modified Work.
- d) When the Modified Work Action Plan is agreed to, it will be completed in writing by the Employee Health Nurse who will send a copy to the employee, the union, the employee's home department manager, the Human Resources department and the Payroll department.
- e) The home department will include the employee on their time sheet using the assigned payroll code and will bear the costs of rehabilitating their injured worker(s).
- f) If no appropriate Modified Work assignment is available, the employee, if eligible, will remain on Worker's Safety and Insurance benefits, or short or long term disability benefits until such time as they are fit to return to their pre-injury job classification, or they are fit to return to suitable work, or some type of modified duty whereby Clause 3.2 (b) will be reactivated, or they are fit to perform suitable work.

Note: The employee's WSIB Case Worker may be involved at any stage of the process.

3.3 In the case of an employee who has been declared permanently disabled, the foregoing will apply.

3.4 If, during the Modified Work assignment, an employee experiences pain, they are to stop work and if it persists, advise their immediate supervisor and Employee Health Services, who in turn will notify the appropriate worker representative that the employee will be returning to

their attending physician. Depending on the physician's advice the Action Plan may have to be amended and proceed with Clauses 3.2 (b), (d) and (f) again.

- 3.5 At any time during the Modified Work assignment, the employee may withdraw from her/his assigned modified duties if she/he feels that further injury may result. The Hospital may also suggest that the employee be withdrawn if it is determined that the employee's health or wellbeing is at risk. The employee will then return to their attending physician. Depending on the physician's advice, the Action Plan may have to be amended and proceed with Clauses 3.2 (b), (d) and (f) again.

4. Administrative Procedures

- 4.1 JRWC Committee meetings shall be held on an "as required basis". Committee members shall be afforded time off work to attend meetings of the JRWC.
- 4.2 Minutes will be recorded for all meetings including the Action Planning meetings.
- 4.3 Information pertaining to committee functioning shall be kept in a secure central location.
- 4.4 The Worker's Safety and Insurance Board will be kept informed by the injured worker and Employee Health Nurse of all activities related to the injured worker's case.
- 4.5 Payment of Wages:
- (a) Employees will be compensated, if eligible, through Worker's Safety and Insurance benefits or short or long term disability benefits until Modified Work or return to full duties is possible.
  - (b) Employees in the Modified Work Program will be compensated at their regular wage rate.
  - (c) An employee who has been declared permanently disabled from performing their pre-injury job and is placed in a permanent position will be paid at the rate of the job being performed which will be within, if eligible, Worker's Safety and Insurance Board or short or long term disability guidelines.
- 4.6 Once an employee has been off work for more than thirty (30) days, Employee Health Services will contact Human Resources to ensure that employee health and pension benefits are administered according to the injured worker's Collective Agreement.

**APPENDIX IV**  
**LETTER OF UNDERSTANDING**

**between**

**GUELPH GENERAL HOSPITAL**

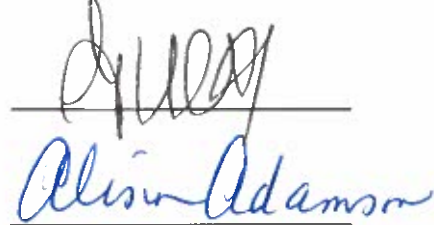
**and**

**CANADIAN UNION OF PUBLIC EMPLOYEES – LOCAL 57**


**REGARDING OVERTIME FOR PART-TIME EMPLOYEES**


A part-time employee who is authorized and works in excess of seventy-five (75) hours in a two (2) week pay period, shall be paid at a rate of one and one-half (1½) times her/his regular straight time hourly rate for all such hours worked in excess of seventy-five (75) hours.

**FOR THE HOSPITALS**

  
\_\_\_\_\_

**FOR THE UNION**

  
\_\_\_\_\_

  
\_\_\_\_\_

**APPENDIX V**

**LETTER OF INTENT**

**between**

**GUELPH GENERAL HOSPITAL**

**and**

**CANADIAN UNION OF PUBLIC EMPLOYEES – LOCAL 57**

**COMBINATION OF SERVICE FT AND PT AND CLERICAL FT AND PT COLLECTIVE AGREEMENTS**

Within a year of the signing of this Letter of Intent, the Parties agree to create of a Letter of Understanding addressing how they will implement the combining of Service full-time and part-time and Clerical full-time and part-time collective agreements.

**FOR THE HOSPITALS**



Alison Adamson

**FOR THE UNION**



Mario Campbell

**APPENDIX VI**

**LETTER OF INTENT**

**between**

**GUELPH GENERAL HOSPITAL**

**and**

**CANADIAN UNION OF PUBLIC EMPLOYEES – LOCAL 57**

**PSW PRECEPTORSHIP/STUDENT SUPERVISION**

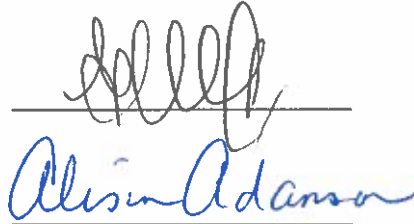
WHEREAS the Hospital intends to give educational, clinical and/or practical experiences to PSW clinical program students (hereinafter referred to as the "students");

AND WHEREAS the Hospital and Union agree to the following conditions of PSW preceptorship where the educational institution providing PSW clinical program students requires preceptors by contract:



1. A PSW's regular duties will include the supervision of the student's activities.
2. PSWs will be informed in writing of the responsibilities in relation to these students and will be provided with what the Hospital determines to be appropriate training.
3. Any information that is provided to the Hospital by the education institution with respect to the skill level of the students will be made available to the PSWs recruited to supervise the students.
4. Upon request, the Hospital will review the PSW's workload with the PSW and the student to facilitate successful completion of the assignment.
5. Where a PSW is assigned supervision duties, the Hospital will pay the PSW a premium of thirty-five cents (\$0.35) per hour for all hours spent supervising PSW students.
6. The Hospital will provide, on a semi-annual basis, all PSWs an opportunity to indicate their interest in assuming the preceptorship role. PSWs are expected, as part of their regular duties, to provide guidance and advice to members of the health care team.
7. This agreement is made on a without precedent or prejudice basis, and will not be raised nor utilized with respect to any other matter between the parties.

Dated at Guelph, Ontario this \_\_\_\_\_ day of \_\_\_\_\_, 2019

**FOR THE HOSPITALS**

  
Alison Adamson

**FOR THE UNION**

  
Linda Pellegrini  
  
Rodie Campbell



## SCHEDULE B – WAGE RATES

CUPE SERVICE  
(EFFECTIVE SEPTEMBER 29, 2021)  
(1.0% + 3.75% increase)

Step Increases (FT after 9 months and 18 months - PT after 1,725 and 3,450 hours)

TITLE	STEP 1	STEP 2	STEP 3
OR RPN	31.38 32.88	31.55 33.06	31.80* 33.32
ICU TECHNICIAN REG ORTHOPAEDIC TECHNICIAN RPN	32.22	32.39	32.66
MDR RESOURCE TECHNICIAN	30.36 31.81	30.57 32.03	30.82* 32.30
ELECTRICIAN HVAC MECHANIC PLUMBER POWER PLANT ENGINEER	29.64 31.06	30.14 31.58	30.82* 32.30
BUILDING SYSTEMS TECHNICIAN	30.09	30.62	31.33
MDR TECHNICIAN	27.21 28.51	27.50 28.82	27.63* 28.95
PHYSIO/OCCUPATIONAL THERAPY ASSISTANT	26.91 28.20	27.34 28.65	27.63* 28.95
MAINTENANCE MECHANIC II	27.67	27.87	28.24
STORES TEAM LEAD	26.25	26.46	26.74
PERSONAL SUPPORT WORKER	25.04 27.04	25.31 27.31	25.57 27.57**
DISPATCH ATTENDANT FOOD SERVICES RECEIVER PORTER ATTENDANT RECEIVER STORES	24.09	24.39	24.52
DIETARY AIDE ER ATTENDANT ENVIRONMENTAL SERVICES WORKER	23.91	24.20	24.52
PORTER RESPIRATORY THERAPY AIDE UNIT ATTENDANT	23.40	23.68	24.01

\* Pay Equity adjustment effective April 1, 2021

\*\* plus \$2/hour Government Program effective April 22, 2022

**CUPE SERVICE  
(EFFECTIVE SEPTEMBER 29, 2022)  
(1.0% +2.5% increase)**

**Step Increases (FT after 9 months and 18 months - PT after 1,725 and 3,450 hours)**

<b>TITLE</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>
OR RPN	34.04 36.21	34.23 36.41	34.49 36.70*
RPN	33.36 35.49	33.53 35.67	33.81 35.97*
ICU TECHNICIAN REG ORTHOPAEDIC TECHNICIAN	33.36	33.53	33.81
MDR RESOURCE TECHNICIAN	32.93	33.16	33.44
ELECTRICIAN HVAC MECHANIC PLUMBER POWER PLANT ENGINEER	32.15	32.69	33.44
BUILDING SYSTEMS TECHNICIAN	31.15	31.70	32.43
MDR TECHNICIAN	29.51	29.84	29.97
PHYSIO/OCCUPATIONAL THERAPY ASSISTANT	29.19	29.66	29.97
MAINTENANCE MECHANIC II	28.65	28.85	29.24
STORES TEAM LEAD	27.18	27.39	27.68
PERSONAL SUPPORT WORKER	27.99	28.27	28.54
DISPATCH ATTENDANT FOOD SERVICES RECEIVER PORTER ATTENDANT RECEIVER STORES	24.94	25.25	25.38
DIETARY AIDE ER ATTENDANT ENVIRONMENTAL SERVICES WORKER	24.75	25.05	25.38
PORTER RESPIRATORY THERAPY AIDE UNIT ATTENDANT	24.22	24.51	24.85

\*RPN wage adjustment effective June 13, 2023