

MEMORANDUM OF SETTLEMENT

Between

THE PARTICIPATING HOSPITALS

And

OCHU/CUPE

In accordance with the terms of the Memorandum of Conditions for Joint Bargaining signed September 5, 2025, the Central Negotiating Teams representing the Participating Hospitals and the Participating Locals of OCHU/CUPE, hereby agree to recommend to their respective principals for ratification, the following terms and conditions (attached) as full and final settlement of all central matters at issue.

Except as noted otherwise, all terms and conditions set out herein (attached) will be effective the date of ratification. This Memorandum will be ratified on or before December 12, 2025.

Incorporated in this settlement are:

- Appendix 1 – Summary for Information Purposes
- Appendix 2 – Agreed to Language

Except where specifically noted, the parties agree to the status quo as currently exists in the expiring CUPE collective agreements. All proposals not specifically referenced in this Memorandum of Settlement are withdrawn.

Dated this 23rd day of November, 2025, at Toronto

For the Union:

Stephen Hollingsworth
C. Campbell
Tom
R.
Michael
M. A.

For the Participating Hospitals:

B. Boz
R. J.
P. Cleary
C. B. C.
Phil W. D.
A. M.

John Hall
Stephen J. Hall
John Hall
John Hall

John Jackson

John R. C.
Shaw

APPENDIX 1

Summary of Monetary Items for Information Purposes

Retroactivity:

Any retroactivity owing will be paid within ninety (90) days of the date of ratification.

Wage Increases

2.25% effective September 29, 2025
2.00% effective September 29, 2026
1.75% effective September 29, 2027

Vacation

5 weeks after 11 years of service (from 12 years of service) effective September 29, 2025
7 weeks after 25 years of service (from 28 years of service) effective September 29, 2025

Insured Benefits

Increase orthodontics by \$500 to \$2500 effective date of ratification
Increase implants, crowns and bridgework by \$500 to \$2500 effective date of ratification
Increase dentures by \$1500 to \$2500 effective date of ratification
Increase mental health coverage by \$100 to \$900 effective date of ratification
Increase mental health coverage by \$100 to \$1000 effective September 29, 2026

Premiums

Increase standby by \$0.15 to \$3.45 effective September 29, 2025
Increase standby on a holiday by \$0.15 to \$5.05 effective September 29, 2025
Increase charge nurse premium by \$2.00 to \$4.00 effective date of ratification

Allowances

Increase safety footwear allowance for full-time and regular part-time employees by \$40 to \$160 effective September 29, 2026

APPENDIX 2

Amend Article 3.01 as follows:

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, **citizenship**, ancestry or place of origin, **ethnic origin**, family status, handicap, sexual orientation, **gender identity**, **gender expression**, political affiliation or activity, **record of offences**, **disability** 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.

Amend Article 12.04 as follows:

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 a member of their immediate family~~. "Immediate family" means parent, brother, sister, spouse, son, daughter, son-in-law, daughter-in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent, grandparent of spouse, or grandchild.

Notwithstanding the above, individuals will be granted flexibility to distribute their bereavement leave entitlement over two (2) occasions, not exceeding four (4) days in total, in order to accommodate religious and cultural diversity.

~~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, or attend a memorial service (or equivalent in order to accommodate religious and cultural diversity) for their aunt or uncle, niece or nephew.

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

"Spouse" for the purposes of bereavement leave will be defined as in the Family Law Act. "Spouse" for the purposes of bereavement leave will also include a partner of the same sex.

"Immediate family" and "In-laws" as set out above shall include the relatives of "spouses" as defined herein.

Individuals may request to utilize vacation and/or banked lieu time where extended travel is involved or where the bereavement relates to someone who otherwise does not qualify above. Such request will not be unreasonably denied.

Amend Article 15.03 as follows:

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.

Nothing herein will disentitle the employee to payment of shift premiums as per Article 15.09.

Amend Article 19 – Health & Safety as follows. Any Local provision addressing Health and Safety Principles and Health and Safety Committees are deleted unless explicitly referred to the local parties by a Central provision:

19.01 – OCCUPATIONAL HEALTH AND SAFETY

(a) It is a mutual interest of the parties to promote health and safety in workplaces and to prevent and reduce the occurrence of workplace injuries and occupational diseases. The parties agree that health and safety is of the utmost importance and agree to promote health and safety and wellness throughout the organization. The employer shall provide orientation and training in health and safety to new and current employees on an ongoing basis, and employees shall attend required health and safety training sessions. Accordingly, the parties fully endorse the responsibilities of employer and employee under the *Occupational Health and Safety Act*, as amended from time to time, making particular reference to the following current requirements:

- 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)].
- 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.
- 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.
- When the employer receives written recommendations from a health and safety representative, that employer shall respond in writing within twenty-one days [*Occupational Health and Safety Act, s. 9 (20)*].
- The employer's response shall contain a timetable for implementing the recommendations the employer agrees with and give reasons why the employer disagrees with any of the recommendations that the employer does not accept. [*Occupational Health and Safety Act, s.9 (21)*].
- The employer shall ensure that the equipment, materials and protective devices as prescribed are provided [*Occupational Health and Safety Act, s. 25 (1) (a)*].
- The employee shall use or wear the equipment, protective devices or clothing that the employer requires to be used or worn [*Occupational Health and Safety Act, s. 28 (1) (b)*].
- The employee shall not use or operate any equipment, machine, device or thing or work in a manner that may endanger himself, herself, or any other worker [*Occupational Health and Safety Act, s. 28 (2) (b)*].
- A worker who is required by his or her employer to wear or use any protective clothing, equipment or device shall be instructed and trained in its care, use and limitations before wearing or using it for the first time and at regular intervals thereafter and the worker shall participate in such instruction and training. Personal protective equipment that is to be provided, worn or used shall, be properly used and maintained, be a proper fit, be inspected for damage or deterioration and be stored in a convenient, clean and sanitary location when not in use, [*Occupational Health and Safety Act, s. 25(1)(b.1) and O. Reg. 67/93 - Health Care*]

- (b) It is understood that communication on issues of mutual concern should occur between the Joint Health and Safety Committee, Infection Control, Risk Management and Emergency Planning.
- (c) In the event there are reasonable indications of the emergence of a pandemic any employee working at more than one health care facility will, upon the request of the hospital, provide information of such employment to the hospital. No consequence will flow from such disclosure, other than as strictly necessary to prevent the spread of infection.

(d) Joint Health and Safety Committee:

- (i) Recognizing its responsibilities under the applicable legislation, as amended from time to time, the Hospital agrees to accept as a member of its Joint Health and Safety Committee, representative(s) selected or appointed by the Union from amongst bargaining unit employees from each Hospital site. The number of representatives to be accepted will be determined by the local parties.

Hospitals will choose either to include a representative from the bargaining unit from each Hospital site, or to have a separate Joint Health and Safety Committee at each Hospital site, unless the parties agree otherwise.

- (ii) Such Committee shall identify potential dangers and hazards; institute means of improving health and safety programs and recommend actions to be taken to improve conditions related to safety and health.
- (iii) 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.
- (iv) Meetings shall be held at a frequency as determined by the Joint Health and Safety Committee. The Committee shall maintain minutes of all meetings and make the same available for review. Copies shall be sent to the Committee members within a reasonable period of time following the meeting. The Joint Health and Safety Committee will determine the appropriate mechanism to communicate the minutes of the proceedings of the Committee to the organization.
- (v) Any representative appointed or selected in accordance with (d) (i) hereof, shall serve for a term length as determined by the local parties. Time off for representatives to perform these duties shall be granted.

"A member of a committee is entitled to,

 - A) One hour or such longer period of time as the committee determines is necessary to prepare for each committee meeting.
 - B) Such time as is necessary to attend meetings of the committee.
 - C) Such time as is necessary to carry out [inspections and investigations under subsection 9 (26), 9 (27), and 9 (31) of the *Act*.] ref: Occupational Health and Safety Act, Sec. 9 (34).
 - D) Where an investigation is required under the *Occupational Health and Safety Act*, the Committee shall determine the appropriate member or members who will participate in the investigation, recognizing the interests of a Union representative to be involved in an investigation involving Union members; and "A member of a committee shall be deemed to be at work during the times described in subsection (34) and the member's employer shall pay the member for those times at the member's regular or premium rate as may be proper." ref: *Occupational Health and Safety Act*, Sec. 9 (35).
- (vi) The Union agrees to endeavour to obtain the full cooperation of its membership in the observation of all safety rules and practices.

- (vii) Pregnant employees may request to be temporarily transferred from their current duties if, in the professional opinion of the employee's physician a risk to the pregnancy and/or unborn child is identified. If a temporary transfer is not feasible, the employee will be granted an unpaid leave of absence before commencement of the pregnancy leave.
- (viii) When employees are exposed to infectious or communicable diseases in the workplace for which there are available protective medications, such medications shall be provided at no cost to the employees.
- (ix) The number of bargaining unit employees to be trained to be certified workers as defined under the *Occupational Health and Safety Act* shall be determined by the local parties.
- (x) "A member of a committee shall be deemed to be at work while the member is fulfilling the requirements for becoming certified by the Workplace Health and Safety Agency, and the member's employer shall pay the member for the time spent at the member's regular or premium rate as may be proper." ref: *Occupational Health and Safety Act, Sec. 9 (36)* "[This provision] does not apply with respect to workers who are paid by the Agency for the time spent fulfilling the requirements for becoming certified", ref: *Sec 9 (37)*.
- (xi) A) "This section does not apply to an employee
 - 1) When a circumstance described below is inherent in the worker's work or is a normal condition of the worker's employment; or
 - 2) When the worker's refusal to work would directly endanger the life, health or safety of another person", ref: *Occupational Health and Safety Act, Sec. 43 (1)*.
- B) "A worker may refuse to work or do particular work where he or she has reason to believe that:
 - 1) Any equipment, machine, device, or thing the worker is to use or operate is likely to endanger himself, herself, or another worker.
 - 2) (a) The physical condition of the workplace or the part thereof in which he or she works or is to work is likely to endanger himself or herself; or
 - (b) Workplace violence is likely to endanger himself or herself; or
 - 3) Any equipment, machine, device or thing he or she is to use or operate or the physical condition of the workplace or the part thereof in which he or she works or is to work is in contravention of this Act or the regulations and such

contravention is likely to endanger himself, herself or another worker", ref: Occupational Health and Safety Act, Sec. 43 (3).

C) A refusal to work or do particular work as outlined in Article 19.01(d)(xi)(B) shall not be considered a contravention of Article 4.

Note 1: Issues relating to chairing of meetings and responsibility for the taking of minutes should be discussed locally with the Hospital and the other Unions representing employees of the Hospital.

Note 2: "Workplace harassment" means":

(a) Engaging in a course of vexatious comment or conduct against a worker in a workplace that is known or ought reasonably to be known to be unwelcome, or

(b) Workplace sexual harassment:

(i) Engaging in a course of vexatious comment or conduct against a worker in a workplace because of sex, sexual orientation, gender identity or gender expression, where the course of comment or conduct is known or ought reasonably to be known to be unwelcome, or

(ii) Making a sexual solicitation or advance where the person making the solicitation or advance is in a position to confer, grant or deny a benefit or advancement to the worker and the person knows or ought reasonably to know that the solicitation or advance is unwelcome;" Ref: *Occupational Health and Safety Act, Sec. 1 (1)*.

19.012 – PROTECTIVE FOOTWEAR

Effective January 1, 2014, and on that date for each subsequent calendar year, the Hospital will provide \$120 (**\$160 effective September 29, 2026**) 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.

19.023 – 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.**

- e) 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.
- ga) Within a reasonable time frame following the declaration of an epidemic or a pandemic by public health officials, the employer will meet with the joint health and safety committee to consult on how to implement protections for health care workers.
- hb) Effective April 18, 2024, employees who are absent from work due to illness shall receive sick pay in accordance with Article 13 (or in the case of part-time employees, percentage in lieu). Employees who are absent from work due to a communicable disease and who are required to quarantine or isolate due to:
 - i) the employer's policy, and/or
 - ii) operation of law and/or
 - iii) direction of public health officials, shall be entitled to salary continuation and seniority accumulation for the duration of the quarantine.

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

19.034 – 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;
- (ii) Properly trained security who can de-escalate, immobilize and detain / restrain;
- (iii) Appropriate personal alarms;
- (iv) Organizational wide risk assessments assessing environment, risk from patient population, acuity, communication, and work flow and individual client assessments; and
- (v) Training in de-escalation, "break-free" and safe immobilization / detainment / restraint.

19.045 – 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*.

Amend Article 20.05 as follows:

20.05 – PROGRESSION ON THE WAGE GRID

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

~~Effective October 10, 1986~~ ~~p~~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.~~

Introduce new Article re: Domestic or Sexual Violence Leave

The parties recognize that domestic violence, which may include intimate partner violence, child abuse or sexual violence, is a serious issue that can manifest in various ways, including but not limited to, disruptive phone calls, harassing emails, threats, inappropriate visits, violent confrontations, violent offences between current and/or former partners, regardless of cohabitation.

Hospitals who are aware of, or who ought reasonably to be aware of, domestic violence that would likely expose an employee to physical injury in the workplace must take every precaution reasonable in the circumstances to protect the nurse (OHSA section 32.0.4).

Where an employee has advised that they are suffering from or in fear of domestic violence, or child abuse or the Hospital is aware or ought reasonably to be aware, they will be offered supports and services that may include but are not limited to, work accommodations to schedules or duties, safety planning, training, referrals and protections, risk assessment,

and/or health care benefits, support in reporting to law enforcement and/or regulated colleges, and leaves (including job protected leaves as per the *Employment Standards Act, 2000*); and other supports, as appropriate.

Letters of Understanding:

Letter of Understanding Re The Introduction of HOODIP to Hospitals with Accumulating Sick Leave Plans - **RENEW**

Letter of Understanding Re HOODIP - **DELETE**

Letter of Understanding Re Voluntary Part-time Benefits - **RENEW**

Letter of Understanding Re RPN Rates - **RENEW**

Memorandum of Agreement Re Joint Benefits Committee - **RENEW**

Letter of Understanding Re Grievances Related to Article 3.02 - **RENEW**

Letter of Understanding Re Workload Complaint Form - **RENEW**

Letter of Understanding Re Commitment to Equity, Diversity and Inclusivity - **RENEW**

Letter of Understanding Re Optimal Staffing Composition - **RENEW**

Letter of Understanding Re Nursing Graduate Guarantee Program - **RENEW**

Letter of Understanding Re Agency Staff Reporting - **RENEW**

Appendix A Re RPN Workload Complaint Form - **RENEW**

Appendix B Re Non-RPN Workload Complaint Form - **RENEW**

