COLLECTIVE AGREEMENT

between

THE CANADIAN UNION OF PUBLIC EMPLOYEES
and its Local 4000
(herein called the “Union”)

and

THE OTTAWA HOSPITAL
(herein called the "Employer")

Inspired by research. Inspiré par la recherche.
Driven by compassion. Guidé par la compassion.

Expiry September 28, 2028

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TABLE OF CONTENTS

ARTICLE 1 – INTRODUCTION 1
1.01 Preamble 1
1.02 Pronouns 1

ARTICLE 2 – DEFINITIONS 1
2.01 Temporary Employee 1
2.02 Part-time Commitment 1
2.03 Regular Part-time Employee 2
2.04 Casual Employee 2
2.05 Full-time Employee 2

ARTICLE 3 – RELATIONSHIP 2
3.01 No Discrimination 2
3.02 Attendance Management 2

ARTICLE 4 – STRIKES AND LOCKOUTS 3

ARTICLE 5 – UNION SECURITY 3
5.01 T4 Slips 3
5.02 Notification to Union 3
5.03 Employee Interview 3
5.04 No Other Agreements 3

ARTICLE 6 – UNION REPRESENTATION AND COMMITTEES 4
6.01 Union Activity on Premises and/or Access to Premises 4
6.02 Labour/Management Committee 4
6.03 Local Bargaining Committee 4
6.04 Central Bargaining Committee 5
6.05 Union Stewards 6
6.06 Grievance Committee 6

ARTICLE 7 – GRIEVANCE AND ARBITRATION PROCEDURE 6

ARTICLE 8 – ACCESS TO FILES 10
8.01 Access to Personnel File 10
8.02 Clearing of Record 10

ARTICLE 9 – SENIORITY 10
9.01 Probationary Period 10
9.02 Definition of Seniority and Service 11
9.03 Loss of Seniority and Service 11
9.04 Effect of Absence 11
9.05 Job Posting 12
9.06 Transfer and Seniority Outside the Bargaining Unit 13
9.07 Transfer of Seniority and Service 14
9.08 Notice and Redeployment Committee 15
9.09 Layoff and Recall 21
9.10 Benefits on Layoff 23
9.11 Retraining 23
9.12 Separation Allowances 24
9.13 Technological Change 24
9.14 Workloads 25
9.15 Registered Practical Nurse Professional Development / Scope of Practice 26

ARTICLE 10 – CONTRACTING OUT 27
10.01 Contracting Out 27
10.02 Contracting In 27

ARTICLE 11 – WORK OF THE BARGAINING UNIT 27
11.01 Work of the Bargaining Unit 27
11.02 Volunteers 28

ARTICLE 12 – LEAVES OF ABSENCE 28
12.01 Personal Leave 28
12.02 Leave for Union Business 28
12.03 Full-Time Position with The Union 29
12.04 Bereavement Leave 29
12.05 Jury and Witness Duty 30
12.06 Pregnancy Leave 32

12.07 Parental Leave ... 33
12.08 Education Leave ... 35
12.09 Pre-Paid Leave Plan ... 36
12.10 Medical Care and Emergency Leave ... 37
12.11 Compassionate Care Leave ... 38
12.12 Domestic or Sexual Violence Leave ... 389

ARTICLE 13 – SICK LEAVE, INJURY AND DISABILITY ... 39
13.01 Sick Leave Plan ... 39
13.02 Injury Pay ... 41
13.03 Payment Pending Determination of WSIB Claims (FT) ... 41

ARTICLE 14 – HOURS OF WORK ... 42
14.01 Daily & Weekly Hours of Work ... 42
14.02 Rest Periods ... 42
14.03 Additional Rest Periods ... 42

ARTICLE 15 – PREMIUM PAYMENT ... 42
15.01 Definition of Regular Straight Time Rate of Pay ... 42
15.02 Definition of Overtime ... 42
15.03 Overtime Premium ... 42
15.04 Time Off in Lieu of Overtime ... 43
15.05 Reporting Pay ... 43
15.06 Call Back ... 43
15.07 Standby ... 44
15.08 Temporary Transfer ... 44
15.09 Shift and Weekend Premiums ... 44
15.10 Charge Nurse Premium ... 44
15.11 Skilled Trade Responsibility Premium ... 44

ARTICLE 16 – STATUTORY HOLIDAYS ... 45
16.01 Number of Holidays ... 45
16.02 Definition of Holiday Pay and Qualifiers ... 45
16.03 Payment for Working on a Holiday ... 46
16.04 Payment for Working Overtime on a Holiday ... 46

ARTICLE 17 – VACATIONS ... 46
17.01 Vacation Entitlement, Qualifiers and Calculation of Payment ... 476
17.02 Progression on Vacation Schedule (Part-time) ... 47
17.03 Work during Vacation ... 47
17.04 Illness during Vacation ... 47
17.05 Bereavement during Vacation ... 48

ARTICLE 18 – HEALTH AND WELFARE ... 48
18.01 Insured Benefits ... 48
18.02 Change of Carrier ... 51
18.03 Pension ... 51
18.04 Benefits for Part-Time Employees ... 51

ARTICLE 19 – COMPENSATION ... 52
19.01 Job Classification ... 532
19.02 Assignment of Duties from Another Classification ... 53
19.03 Promotion to a Higher Classification ... 53
19.04 Regular Part-Time and Casual Employees Progression on Wage Grid ... 54
19.05 Transfer to a Lower Paying Classification ... 54

ARTICLE 20 – FISCAL ADVISORY COMMITTEE ... 54

ARTICLE 21 – APPRENTICESHIP COMMITTEE ... 55

ARTICLE 22 – INFLUENZA VACCINATION ... 55

ARTICLE 23 – DURATION ... 56
23.01 Term ... 56
23.02 Central Bargaining ... 56

LETTER OF UNDERSTANDING No. 2 ... 58
Re: Voluntary Part-Time Benefits ... 58

LETTER OF UNDERSTANDING No. 4 ... 58

MEMORANDUM OF AGREEMENT ... 59

Re: RPN Professional Development, Mentorship and Student Supervision 59
LOCAL PROVISIONS 60

ARTICLE 1 – INTRODUCTION

1.01 Preamble

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

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

1.02 Pronouns

Although the agreement only mentions the following pronouns, he and she, it shall also acknowledge that members may identify with other pronouns.

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 job posting provision under the Collective Agreement and any successful applicant who has completed his probation period will be credited with 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 following clause is applicable to part-time employees only)

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

Regular part-time employees shall be defined as those employees who regularly work in accordance with Article 14.01(b), and who make a commitment to the Hospital to be available for work on a pre-determined basis and in respect of whom there is a pre-determined schedule.

2.04 Casual Employee

A casual employee is one who is employed as a relief or on a replacement basis and is available for call-ins as circumstances demand.

2.05 Full-time Employee

A full-time employee is an employee who is regularly scheduled to work the normal full-time hours referred to in Article 14.01(a).

ARTICLE 3 – RELATIONSHIP

3.01 No Discrimination

The parties agree that there will be no discrimination or harassment 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, language, family status, 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 shall be no intimidation, discrimination, interference, restraint, or coercion, exercised or practiced by either of them or their representatives or members, because of an employee's membership or non-membership in the Union, because of his activity or lack of activity in the Union, or by reason of exercising a right under the terms of the Collective Agreement.

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

3.02 Attendance Management

Days of absence arising out of a medically-established serious chronic condition, an on-going course of treatment, a catastrophic event, absence for which WSIB benefits are payable, medically necessary surgical interventions, or days where the employee is asymptomatic and is under a doctor’s care from the commencement of symptoms for a confirmed communicable disease (and has provided medical substantiation of such symptoms) but is required to be absent under the

Hospital or public health authority protocol, will not be counted for the purpose 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 AND 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 T4 supplementary slip showing the dues deducted in the previous year for income tax purposes.

5.02 Notification to Union

The Hospital will provide the union with an electronic 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.

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 thirty (30) minutes during the employee's orientation period without loss of regular earnings.

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

Where the parties mutually agree that there are matters of mutual concern and interest that would be beneficial if discussed at a Labour/Management Committee meeting during the term of this Agreement, the following shall apply:

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

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

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

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

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

It is also agreed that the topic of 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.

6.03 Local Bargaining Committee

The Hospital agrees to recognize a Negotiating Committee comprised of twelve (12) Hospital employee representatives of the Union for the purpose of negotiating a renewal agreement.

The Hospital agrees to pay ten (10) 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 requests shall not be unreasonably denied.

Such leave shall be considered leave of absence for Union business, but shall not be deducted from the Union entitlement under Article 12.02.

6.04 Central Bargaining Committee

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

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

The Union shall advise the Hospital's 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 fulfill the duties of their position.

6.05 Union Stewards

The Hospital agrees to recognize Union Stewards to be elected or appointed by the Union 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.

A Chief Steward or designate may, in the absence of any Steward, assist in the presentation of any grievance, or with any Steward function.

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.

It is agreed that Union Stewards have their regular duties and responsibilities to perform for the Hospital and shall not leave their regular duties without first obtaining permission from their immediate supervisor. If, in the performance of his duties, a Union Steward is required to enter an area within the Hospital in which he is not originally employed, he shall report his presence to the supervisor in the area immediately upon entering it. Such permission shall not be unreasonably withheld. When resuming his regular duties and responsibilities, such Steward shall again report to his immediate supervisor. A Union Steward shall suffer no loss of earnings for time spent in performing the above duties during his regular scheduled working hours.

The number of stewards and the areas which they represent will be determined locally by the parties.

6.06 Grievance Committee

The Hospital will recognize a Grievance Committee composed of the Chief Steward or designate and not more than two (2) 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.

ARTICLE 7 – GRIEVANCE AND ARBITRATION PROCEDURE

7.01 For the 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 questions as to whether a matter is arbitrable.

7.02 At the time formal discipline is imposed, or at any stage of the grievance procedure, an employee shall have the right upon request to the presence of his/her steward. In the case of suspension or discharge, the Hospital shall notify the employee of this right in advance.

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

Step No. 1

The employee may submit a written grievance signed by the employee to his Department head or designate. The grievance shall identify the nature of the grievance, the remedy sought, the name of the immediate supervisor or designate referred to above and should identify the provisions of the Agreement which are alleged to be violated. The Union and Hospital may, if they so desire, meet to discuss the grievance at a time and place suitable to both parties. It is understood and agreed that the grievor may be present at such meeting. The employee’s Department Head or designate will deliver his decision in writing within nine (9) calendar days following the day on which the grievance was submitted to the Hospital. 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 Director, Labour Relations or designate. A meeting will then be held between the Director, Labour Relations or his 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 Director, Labour Relations or his designate may have such counsel and assistance, as he may desire at such meeting. The decision of the Hospital shall be delivered in writing within ten (10) calendar days following the date of such meeting.

7.04 A complaint or grievance arising directly between the Hospital and the

Union concerning the interpretation, application or alleged violation of the Agreement shall be originated at Step No. 2 within fourteen (14) calendar days following the circumstances giving rise to the complaint or grievance. It is expressly understood, however, that the provisions of this article may not be used with respect to a grievance directly affecting an employee which such employee could himself institute and the regular grievance procedure shall not be thereby bypassed exception made of individual grievances in the matter of appointments made under the provisions of Article 9.05.

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 Director, Labour Relations or designate within fourteen (14) calendar days after the circumstances giving rise to the grievance have occurred or ought reasonably to have come to the attention of the employee(s). The grievance shall then be treated as being initiated at Step No. 2 and the applicable provisions of this article shall then apply with respect to the processing of such grievance.

7.06 The release or discharge of an employee during the probationary period shall not be the subject of a grievance or arbitration. A claim by an employee who has completed his probationary period that he has been unjustly discharged or suspended shall be treated as a grievance if a written statement of such grievance is lodged by the employee with the Hospital at Step No. 2 within seven (7) calendar days after the date of 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 his probationary period, without just cause.

7.07

(a) Failing settlement under the foregoing procedure of any grievance between the parties arising from the interpretation, application, administration or alleged violation of this agreement, including any question as to whether a matter is arbitrable, such grievance may be submitted to arbitration as hereinafter provided. If no written request for

arbitration is received within eighteen (18) calendar days after the decision under Step No. 2 is given, the grievance shall be deemed to have been abandoned. Where such a written request is postmarked within sixteen (16) calendar days after the decision under Step No. 2, it will be deemed to have been received within the time limits.

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

7.08 All agreements reached under the grievance procedure between the representatives of the Hospital and the representatives of the Union will be final and binding upon the Hospital and the Union and the employees.

7.09 When either party requests that any matter be submitted to arbitration as provided in the foregoing article, it shall make such request in writing addressed to the other party to this agreement, and at the same time name a nominee. Within seven (7) calendar days thereafter the other party shall name a nominee, provided, however, that if such party fails to name a nominee as herein required, the Minister of Labour for the Province of Ontario shall have power to effect such appointment upon application thereto by the party invoking arbitration procedure. The two nominees shall attempt to select by agreement a chairman of the Arbitration Board. If they are unable to agree upon such a chairman within a period of fourteen (14) calendar days, they shall then request the Minister of Labour for the Province of Ontario to appoint a chairman.

7.10 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.

7.11 No matter may be submitted to Arbitration, which has not been properly carried through all requisite steps of the Grievance Procedure.

7.12 The Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to or amend any part of this Agreement.

7.13 The proceedings of the Arbitration Board will be expedited by the parties hereto and the decision of the majority and, where there is no majority the decision of the chairman will be final and binding upon the parties hereto and the employee or employees concerned.

7.14 Each of the parties hereto will bear the expense of the nominee appointed by it and the parties will share equally the fees and expenses, if any of the chairman of the Arbitration Board.

7.15 The time limits set out in the Grievance and Arbitration procedures herein are mandatory and failure to comply strictly with such time limits except by the written agreement of the parties, shall result in the grievance being deemed to have been abandoned subject only to the provisions of Section 48 (16) of the Labour Relations Act.

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

ARTICLE 8 – ACCESS TO FILES

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

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

ARTICLE 9 – SENIORITY

9.01 **Probationary Period**
A new employee will be considered on probation until he has completed sixty (60) days of work from date of last hire (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, he shall be credited with seniority equal to sixty (60) working days.

With the written consent of the Hospital, the probationary employee and the President of the Local Union or designate, such probationary period may be extended. Any extensions agreed to will be in writing and will specify the length of the extension. The release or discharge of an employee during the probationary period shall not be the subject of a grievance or arbitration unless the probationary employee is released for reasons which are arbitrary, discriminatory, in bad faith, or for exercising a right under this Agreement.

9.02 Definition of Seniority and Service

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.

Notwithstanding the above, an employee cannot accrue more than one year's seniority in a calendar year.

9.03 Loss of Seniority and Service

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

(a) resigns;

(b) is discharged and not reinstated through the grievance/arbitration procedure;

(c) is retired;

(d) is absent from scheduled work for a period of three (3) or more consecutive working days without notifying the Hospital of such absence and providing to the Hospital a satisfactory reason;

(e) has been laid off for forty-eight (48) months;

(f) if the employee has been laid off and fails to return to work within seven (7) calendar days after that employee has been notified by the Hospital through registered mail addressed to the last address on the records of the Hospital, subject to any special provisions regarding temporary vacancies noted under the heading of Layoff and Recall.

9.04 Effect of Absence

((a), (b) and (c) of the following clause are applicable to full-time employees only)
Unless otherwise provided in the Collective Agreement:

(a) It is understood that during an approved unpaid absence not exceeding thirty (30) continuous days or any approved absence paid by the Hospital, both seniority and service will accrue.

(b) During an unpaid absence exceeding thirty (30) continuous calendar days, credit for service for purposes of salary increment, vacation, sick leave, or any other benefits under any provisions of the Collective Agreement or elsewhere, shall be suspended for the period of the

absence in excess of thirty (30) continuous calendar days, the benefits concerned appropriately reduced on a pro rated basis and the employee's anniversary date adjusted accordingly. In addition, the employee will become responsible for full payment of any subsidized employee benefits in which he/she is participating for the period of absence, except that the Hospital will continue to pay its share of the premiums up to thirty (30) months while an employee is in receipt of WSIB benefits or LTD benefits. Such payment shall also continue while an employee is on sick leave (including the Employment Insurance Period) to a maximum of thirty (30) months from the time the absence commenced.

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

(c) It is further understood that during such unpaid absence, credit for seniority for purposes of promotion, demotion, transfer or layoff shall be suspended and not accrue during the period of absence. Notwithstanding this provision, seniority shall accrue for the duration of the absence, if an employee's absence is due to a disability resulting in WSIB benefits or LTD benefits or while an employee is on paid or unpaid sick leave (including the Employment Insurance Period).

(d) Part-time employees shall accrue seniority for the duration of the absence, if an employee's absence is due to a disability resulting in WSIB benefits*, or 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

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. Where the end of the seven (7) days falls on a weekend, or a holiday (as defined in Article L.18.1), the posting will close on the first business day following.

The postings shall stipulate the job title, department, campus, status, FTE value, number of vacancies, shift rotation where applicable, classification, rate of pay, normal requirements of the position, work location where applicable as determined by the Employer (unit, work area, sector), and normal hours of work. A copy of the job description for the position shall be made available for review by an interested applicant by the Human

Resources Department upon request. A copy of all job postings shall be emailed to the local Union office the day prior to the initial posting of the position. It is understood that the hours of work on the job posting is for information purposes only.

The Hospital agrees that it shall post permanent vacant positions within thirty (30) calendar days of the position becoming vacant, unless the Hospital provides the Union notice under Article 9.08 of its intention to eliminate the position.

In matters of promotion and staff transfer appointment shall be made of the senior applicant able to meet the normal requirements of the job. Successful employees need not be considered for other vacancies within a six (6) month period unless an opportunity arises which allows the employee to change his or her permanent status.

The name of the successful applicant will be posted on the bulletin boards for a period of seven (7) calendar days.

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 member 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.

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.

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.

Details of all existing vacancies within the bargaining unit, including the dates they became vacant, shall be provided quarterly to the Union.

9.06 Transfer and Seniority Outside the Bargaining Unit

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

assignments shall remain members of the bargaining unit.

(b) An employee who is transferred to a position outside the bargaining unit shall not, subject to (c) below, accumulate seniority. In the event the employee is returned by the Hospital to a position in the bargaining unit within twenty-four (24) months of the transfer he or she shall be credited with the seniority held at the time of transfer and resume accumulation from the date of his or her return to the bargaining unit. An employee not returned to the bargaining unit within twenty-four (24) months shall forfeit bargaining unit seniority.

(c) In the event an employee transferred out of the bargaining unit under (a) or (b) above is returned to the bargaining unit within a period of twelve (12) calendar months he shall accumulate seniority during the period of time outside the bargaining unit.

9.07 Transfer of Seniority and Service

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

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

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

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

The amendment to this provision will be effective for any transfer that occurs 90 days after the settlement or award of this renewal Collective Agreement.

(iii) **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.

(iv) **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 on 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 Hospital's rights under the Collective Agreement or the Labour Relations Act and/or the Public Sector Labour Relations Transition Act, employees relocated/transferred* shall have the right to post for vacancies that arise, prior to or subsequent to the relocation/transfer*, at their originating Hospital for that 48 month period.

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

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

9.08 Notice and Redeployment Committee

(a) **Notice**

In the event of a proposed layoff at the Hospital of a permanent or long-

term nature or the elimination of a position within the bargaining unit, the Hospital shall:

(i) provide the Union with no less than five (5) months' written notice of the proposed layoff or elimination of position; and

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

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

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

(i) reassignments will occur in reverse order of seniority;

(ii) the reassignment of the employee is to an appropriate permanent position with the Employer having regard to the employee skills, abilities, qualifications and training or training requirements;

(iii) the reassignment of the employee does not result in a reduction of the employee's wage rate or hours of work;

(iv) the job to which the employee is reassigned is located at the employee's original work site or at a nearby site in terms of relative accessibility for the employee;

(v) the job to which the employee is reassigned is on the same or substantially similar shift or shift rotation; and

(vi) where more than one employee is to be reassigned in accordance with this provision, the reassigned employees shall be entitled to select from the available appropriate vacancies to which they are being reassigned in order of seniority provided no such selection causes or would cause a layoff or bumping.

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

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

(d) **Retirement Allowance**

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

The Hospital need not approve an employee's request for an early retirement allowance if approving such allowance will not reduce the number of layoff notices which would otherwise be made under article 9.08(a)(ii).

Employees who elect early retirement will have the option of selecting either option A or B.

Option A

(a) An employee who elects an enhanced early retirement allowance shall receive, following completion of the last day of work, a retirement allowance of three (3) weeks' salary for each year of employment plus a prorated amount for any additional partial year of employment, to a maximum of fifty two (52) weeks salary or fifty per cent of earnings to age 65, whichever is less. The option of salary continuance will be made available to those employees who indicate this preference.

(b) Where the employee who elects an enhanced early retirement allowance in accordance with this provision is part-time, their retirement allowance will be based upon their regular average weekly salary, exclusive of any premium payments, calculated over the twelve (12) month period immediately preceding their last day of work, except that any periods of long term illness/injury or pregnancy/parental leave within that year shall not be considered, and the calculation shall be adjusted accordingly.

(c) A full-time employee who elects an enhanced early retirement allowance will be given the choice of:

(i) Receiving an amount of one hundred and twenty-five dollars ($125.00) per month in lieu of benefits referred to in (ii) below for a period equivalent to one month for each year of employment to a maximum of twelve (12) months or age sixty-five (65), whichever is less, or

(ii) Remaining in the semi-private, extended health and dental benefit plans for the length of the severance or to age 65 whichever is

less, provided the employee pays to the Hospital any difference between the full premium payment and one hundred and twenty-five dollars ($125.00)

(d) A regular part-time employee who elects an enhanced early retirement allowance will be given the choice of:

(i) Receiving an amount of eighty dollars ($80.00) per month in lieu of benefits, referred to in (ii) below for a period equivalent to one month for each year of employment to a maximum of twelve (12) months or until age sixty five (65) whichever is less, or

(ii) Remaining in the semi-private, extended health and dental benefit plans for the length of the severance or to age 65 whichever is less, provided the employee pays to the Hospital any difference between the full premium and eighty dollars ($80.00).

Option B

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 twenty-six (26) weeks' salary, and, in addition, full-time employees shall receive a single lump-sum payment equivalent to $1,000 for each year less than age 65 to a maximum of $5,000 upon retirement.

An employee who elects an early retirement option shall continue to be covered by insurance benefits in accordance with Article 18.01(e).

(a) **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.

The Hospital need not approve an employee's request for a voluntary early exit option if approving such option will not reduce the number of layoff notices which would otherwise be made under article 9.08(a)(ii).

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.

(b) Redeployment Committee

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

(i) Committee Mandate

The mandate of the Redeployment Committee is to:

(1) Identify and propose possible alternatives to the proposed layoff(s) or elimination of position(s), including, but not limited to, identifying work which would otherwise be bargaining unit work and is currently work contracted-out by the Hospital which could be performed by bargaining unit employees who are or would otherwise be laid off;

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

(a) within the bargaining unit; or

(b) within another CUPE bargaining unit; or

(c) not covered by a Collective Agreement.

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

(4) Subject to Article 9.11, 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.

(6) Assist one or more employees to select from the available appropriate vacancies pursuant to Article 9.08(b)(v).

(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 his or her regular or premium rate as may be applicable.

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

(iii) Disclosure

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

(iv) Alternatives

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

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

9.09 Layoff and Recall

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

(a) accept the layoff; or

(b) opt to receive a separation allowance as outlined in Article 9.12; or

(c) opt to retire, if eligible under the terms of the Healthcare of Ontario Pension Plan (HOOPP) as outlined in Article 9.08 (d); or

(d) displace another employee who has lesser bargaining unit seniority in the same or a lower or an identical-paying classification in the bargaining unit if the employee originally subject to layoff has the ability to meet the normal requirements of the job. An employee so displaced shall be deemed to have been laid off and shall be entitled to notice in accordance with Article 9.08.

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

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

In addition, 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.

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.

The Hospital agrees to post vacancies during the recall period, as per the job posting procedure, allowing employees on recall to participate in the posting procedure. Should the position not be filled via the job posting procedure, an employee shall have opportunity of recall from a layoff to an available opening, in order of seniority, provided he or she has the ability to perform the work.

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.

An employee recalled to work in a different classification from which he or she was laid off shall have the privilege of returning to the position held prior to the layoff should it become vacant within six (6) months of being recalled.

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.

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 day of mailing). The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work. The employee is solely responsible for his or her proper address being on record with the Hospital.

Employees on layoff shall be given preference for temporary vacancies which are expected to exceed ten (10) working days. An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on layoff.

No full-time employee within the bargaining unit shall be laid off by reason of his/her duties being assigned to one or more part-time employees.

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 period provided for in Article 9.08.

9.10 Benefits on Layoff

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

9.11 Retraining

(a) Retraining for Positions within the Hospital

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

(i) 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 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 any travel as well as any wages eligible under the terms of such program.

(iii) Apart from any on-the-job training offered by the Hospital, any employee subject to layoff who may require a leave of absence to undertake retraining in accordance with the foregoing shall be granted an unpaid leave of absence which shall not exceed six (6) months.

(iv) Laid off employees who are approved for retraining in order to qualify for a vacant position within the Hospital will continue to receive insured benefits.

(b) Placement

Upon successful completion of his or her training period, the Hospital and the Union undertake to waive any restrictions, which might otherwise apply, and the employee will be placed in the job identified in 9.11 (a) (i). An employee subject to layoff who applies but later declines to accept a retraining offer or fails to complete the training will remain subject to

layoff.

(c) Regional Redeployment Committee

A joint committee of the participating Hospitals and local Unions identified in Appendix "A" shall meet prior to June 30, 1993, and will establish Regional Redeployment Committees to identify employment opportunities and to facilitate and arrange for the redeployment of laid off employees.

Each Hospital will provide such Regional Redeployment Committee with the name, address, telephone number, and years of service and seniority of all employees who have been laid off.

In filling vacancies not filled by bargaining unit members, the Hospitals will be encouraged to give first consideration to laid off employees who are on the list and who are qualified to perform the work. For benefit-entitlement purposes, it is recognized that Hospitals shall be free to grant to any employees hired through this process full credit for service earned with another Hospital.

9.12 Separation Allowances

(a) Where an employee resigns within 30 days after receiving notice of layoff pursuant to Article 9.08(a)(ii) that his or her position will be eliminated, he or she shall be entitled to a separation allowance of two (2) weeks' salary for each year of continuous service to a maximum of sixteen (16) weeks' pay, and, on production of receipts from an approved educational program, within twelve (12) months or resignation, may be reimbursed for tuition fees up to a maximum of four thousand five hundred ($4,500) dollars.

(b) Where an employee resigns later than 30 days after receiving notice pursuant to Article 9.08(a)(ii) that his or her position will be eliminated, he or she shall be entitled to a separation allowance of four (4) weeks' salary, and, on production of receipts from an approved educational program, within twelve (12) months of resignation, may be reimbursed for tuition fees up to a maximum of two thousand ($2,000) dollars.

9.13 Technological Change

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

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

Where new or greater skills are required that 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 (6) months.

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

9.14 Workloads

(a) The parties agree that the patient care is enhanced if concerns relating to professional practice, patient acuity, fluctuating workloads and fluctuating staffing are resolved in a timely and effective manner.

(b) Employees are encouraged to raise their workload concerns with their immediate supervisor. In the event that an employee or group of employees, are assigned an excessive workload they shall express their concerns to their supervisors. Failing resolution of the workload issue with the supervisors, the employee shall discuss the issue with the manager (or designate). If no satisfactory resolution is reached the employee’s shall complete a Workload Complaint Form which shall be provided to the manager. Within fifteen (15) business days of receipt of the Workload Complaint Form (WCF) the manager will provide a written response to the employee and forward a copy of the WCF to the human resources and the union. The WCF will be attached as an Appendix to the collective agreement and will be made available in hard copy and on the hospital’s intranet system.

(c) In the event of an unresolved acute workload complaint, the employee (or group of employees), the supervisor, the manager and a representative of the Union shall meet within 4 (four) business days of the initial receipt of the complaint to attempt to resolve the workload issue. In the event of an unresolved chronic workload complaint, the employee or group of employees, the manager, and a representative of the union shall meet within fifteen (15) business days of the initial receipt of the complaint to attempt to resolve it.

(d) In the event that an employee or group of employees, covered under the Regulated Health Professions Act (RHPA), are assigned a workload which is inconsistent with proper patient care, they shall express their concerns to their manager or designate. Failing resolution of the

workload issue with the manager or designate the employee may complete a WCF which shall be provided to the manager, human resources and the union. The manager will provide a written response to the employee and the union within fifteen (15) business days. The WCF will be attached as an Appendix to the collective agreement and will be made available in hard copy and on the hospital's intranet system.

(e) Failing to resolve in c) or d) the complaint will be forwarded for investigation and resolution to either the Joint Health and Safety Committee (as constituted under the Collective Agreements Local Appendix) or the Labour Management Committee (as constituted under article 6.02).

9.15 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; and 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 Nurses 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.

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.

Notwithstanding the foregoing, the Hospital may contract out work usually performed by the 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.

10.02 Contracting In

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

b) On request by the Union, and no more than annually, the local parties will review contracted services which fall within the work of the bargaining unit. The purpose of the review will be to determine the practicality of increasing the degree to which bargaining unit employees may be utilized to deliver such services in the future.

ARTICLE 11 – WORK OF THE BARGAINING UNIT

11.01 Work of the Bargaining Unit

Employees not covered by terms of the 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.

Effective October 1, 1990, the Hospital shall submit to the Union figures indicating the number of volunteers as of September 20, 1990. Thereafter, 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.

11.03 The Hospital will provide the Union, on a quarterly basis, with satisfactory reporting respecting the use of agency staff as follows:

i. Agency RPN and PSW hours worked per unit.
ii. Total bargaining unit hours worked per unit.
iii. Percentage of agency RPN and PSW hours worked per unit.
iv. Total agency RPN and PSW hours worked hospital-wide.
v. Total bargaining unit hours worked hospital-wide.
vi. Percentage of total agency RPN and PSW hours worked hospital-wide.

The Union may, at its expense, arrange for an audit of the information provided, and the employer will cooperate in that audit process.

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 for (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 Leave for Union Business

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, and a written reply will be given within seven (7) days of the request, except in cases of late requests by the Union in which case a reply will be given as soon as possible.

During such leave of absence, the employee's salary and applicable benefits shall be maintained by the Hospital on the basis of what his normal regular hours of work would have been, provided that the Union reimburses the Hospital in the amount of 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 fulfil 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.

12.03 Full-Time Position with The Union

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 or appointed to positions with CUPE, its affiliates, or any body to which it is affiliated for period(s) of up to three (3) years. It is understood, however, that during such leave the employee(s) shall be deemed to be an employee of the Union.

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

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

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

12.04 Bereavement Leave

Any employee who notifies the Hospital as soon as possible following a bereavement will be granted bereavement leave for five (5) consecutive

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

An employee may reserve one (1) or all of the days specified above for future use, to attend the funeral or memorial service (or equivalent in order to accommodate religious and cultural diversity) of the deceased, if that service or memorial service is scheduled for a later date.

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.

“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 relatives as “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 requests will not be unreasonably denied.

12.05 Jury and Witness Duty

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

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

(a) notifies the Hospital immediately on the employee's notification that he will be required to attend at court;

(b) presents proof of service requiring the employee's attendance;

(c) deposits with the Hospital the full amount of compensation received excluding mileage, travelling and meal allowances and an official receipt thereof.

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

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

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

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

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

(a) notifies the Hospital immediately on the employee's notification that he will be required to attend at court;

(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 court of law or coroner's inquest in connection with a case arising from the employee's duties at the Hospital on his regularly scheduled day off, he shall be paid for all hours actually spent at such hearings at his regular straight time hourly rate subject to (a), (b), and (c) above.

12.06 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 she shall also furnish the Hospital with the certificate of a legally qualified medical practitioner stating the expected birth date.

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

(d) Effective on confirmation by the Canada Employment Insurance Commission of the appropriateness of the Hospital's Supplementary Unemployment Benefit (SUB) Plan, an employee who is on pregnancy leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance pregnancy benefits pursuant to Section 22 of the Employment Insurance Act, shall be paid a supplemental unemployment benefit for a period not exceeding fifteen (15) weeks. The supplement shall be equivalent to the difference between ninety-three per cent (93%) of her normal weekly earnings and the sum of her weekly unemployment insurance benefits and any other earnings. Receipt by the Hospital of the employee's employment insurance cheque stubs shall constitute proof that she is in receipt of Unemployment Insurance pregnancy benefits.

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

In addition to the foregoing, the Hospital will pay the employee ninety-three per cent (93%) of her normal weekly earnings during the first two (2)

week period of the leave while waiting to receive Employment Insurance Benefits.

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

(e) Credits for service and seniority shall accumulate for a period of up to seventeen (17) weeks while an employee is on pregnancy leave. For part-time employees 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 its share of the contributions of the subsidized employee benefits, including pension, in which the employee is participating for a period of up to seventeen (17) weeks while the employee is on pregnancy leave. In cases where the employee receives a percentage in lieu of benefits, 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 Supplementary Employment Benefit Plan with the Canada Employment Insurance Commission.

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

12.07 Parental Leave

(a) Parental 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 parental leave shall be thirteen (13) weeks of continuous service.

(b) An employee who qualifies for parental leave, other than an adoptive parent, shall be given 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 purpose of this article, parent shall be defined to include a person with whom a child is placed for adoption and a person who is in a relationship of some permanence with a parent of a child and who intends to treat the child as his or her own.

(d) An employee who is an adoptive parent shall advise the Hospital as far in advance as possible of having qualified to adopt a child, and shall request the leave of absence, in writing, upon receipt of confirmation of the pending adoption. If, because of late receipt of confirmation of the pending adoption, the employee finds it impossible to request the leave of absence in writing, the request may be made verbally and subsequently verified in writing.

An employee who is an adoptive parent may extend the parental leave for such greater time as may be required by the adoption agency concerned to a maximum total of six (6) months.

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

(e) Effective on confirmation by the Canada Employment Insurance Commission of the appropriateness of the Hospital's Supplemental Unemployment Benefit (SUB) Plan, an employee who is on parental leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance parental benefits pursuant to Section 23 of the *Employment Insurance Act*, shall be paid a supplemental unemployment benefit for a period not exceeding eleven (11) weeks. That benefit shall be equivalent to the difference between ninety-three per cent (93%) of the employee's normal weekly earnings and the sum of his or her weekly Employment Insurance benefits and any other earnings**,** calculated based on what EI would provide the employee if the employee opted to take a total of thirty-five (35) weeks (for birth mothers who also took pregnancy leave), or thirty-seven (37) weeks (for parents who did not take pregnancy leave), or less, notwithstanding the option to take a greater length of leave. Receipt by the Hospital of the employee's employment insurance cheque stub will serve as proof that the employee is in receipt of unemployment parental benefits.

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

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

In addition to the foregoing, the Hospital shall pay the employee ninety-three per cent (93%) of his or her normal weekly earnings during the first

one (1) week period of the leave while waiting to receive Employment Insurance Benefits.

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

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

(g) The Hospital will continue to pay its share of the premiums of the subsidized employee benefits, including pension, in which the employee is participating for 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. In cases where the employee receives a percentage in lieu of benefits, 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 the employee not been on parental leave, the employee shall be reinstated to her former duties, on the same shift in the same department, and at the same rate of pay.

12.08 Education Leave

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

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

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

for training related to the employee's employment at the Hospital.

12.09 Pre-Paid Leave Plan

Effective March 31, 1993, 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) All accrued interest shall be paid to the employee in accordance with the Income Tax Act.

(c) 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.

(d) 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.

(e) Where there are more applications than spaces allotted, seniority shall govern.

(f) 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.

(g) The manner in which the deferred salary is held shall be at the discretion of the Hospital.

(h) All deferred salary, 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.

(i) 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 Healthcare 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.

(j) 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, will be returned to the employee within a reasonable period of time.

(k) If the employee terminates employment, the deferred salary held by the Hospital, 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.

(l) 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, paid out to the employee within a reasonable period of time.

(m) The employee will be reinstated to his or her former position unless the position has been discontinued; in which case the employee shall be given a comparable job.

(n) 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

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

(i) a personal illness, injury or medical emergency;
(ii) the death, illness, injury or medical emergency of an individual described in this Article;

(iii) An urgent matter that concerns an individual described in this Article.

(b) For the purpose 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.

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

(d) An employee is entitled to take a total of ten (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.

(e) 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

(The following clause is applicable to full-time and part-time employees).

(The employee and the Hospital will continue to pay their respective shares of the benefits and pension premiums).

(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.*

(b) An employee who is on compassionate care leave shall continue

to accumulate seniority and service.

(c) Subject to any changes to the employee's status which would have occurred had he or she not be on compassionate care leave, the employee shall be reinstated to her former duties, on the same shift in the same department, and at the same rate of pay.

12.12 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 reasonable 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 employee (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.

ARTICLE 13 – SICK LEAVE, INJURY AND DISABILITY

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

13.01 Sick Leave Plan

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

The Hospital will pay 75% of the billed premium towards coverage of eligible employees under the long-term disability portion of the Plan (HOODIP or an equivalent plan as described in the August, 1992 booklet (Part B)), the employee paying the balance of the billed premium billed through payroll deduction. For the purpose of transfer to the short and long-term portion of the disability program, employees will be credited with their service as of June 1, 2001.

(b) Effective June 1, 2001, all existing sick leave plans shall be terminated and any provisions relating to such plan shall be null and void except Article L.11.4.

(c) Existing sick leave credits for each employee shall be converted to a sick leave bank to the credit of the employee. The “sick leave” bank shall be utilized to:

(1) Supplement payment for lost straight time wages on sick leave days under the new program which would otherwise be at less than full wages or no wages and,

(2) Pay-out on termination of employment subject to Article L.11.4.

(3) Where, as of June 1, 2001, an employee does not have the required service to qualify for pay-out on termination, his existing sick leave credits as of that date shall nevertheless be converted to a sick leave bank in accordance with the foregoing and he shall be entitled, on termination, to that portion of any unused sick leave days providing he subsequently achieves the necessary service to qualify him for pay-out under the conditions relating to such pay-out.

(4) An employee who, as of June 1, 2001, has accumulated sick leave credits and is prevented from working for the Hospital on account of an occupational illness or accident that is recognized by the Workplace Safety & Insurance Board as compensable within the meaning of the Workplace Safety and Insurance Act, the Hospital, on application from the employee will supplement the award made by the Workplace Safety and Insurance Board for loss of wages, together with the supplementation of the Hospital, will equal 100% of an employee’s net earnings, to the limit of the employee’s accumulated sick leave credits.

(d) There shall be no pay deduction from the employee’s regular scheduled shifts when an employee has completed any portion of the shift prior to going on sick leave benefits or WSIB benefits.

(e) The Hospital further agrees to pay employees an amount equal to any loss of benefits under HOODIP for the first two (2) days of the fourth and subsequent period of absence in any calendar year.

(f) Any dispute which may arise concerning an employee’s entitlement to any benefits referred to in Article 13.01, including HOODIP and equivalents, may be subject to grievance and arbitration under the provisions of this Collective Agreement.

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

(g) A copy of the current HOODIP plan text or, where applicable, the master policy of the current HOODIP equivalent, shall be provided to the Union.

(h) The Hospital shall pay the full costs of any medical certificate required of an employee.

(i) The short-term sick leave plan shall be registered with the Employment Insurance Commission (EIC). The employee's share of the Employer's unemployment insurance premium reduction will be retained by the Hospital towards offsetting the cost of the benefit improvements contained in this Agreement.

13.02 Injury Pay

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

13.03 Payment Pending Determination of WSIB Claims (FT)

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

Where an employee is prevented from working for the Hospital on account of an occupational illness or accident that is recognized by the Workplace Safety & Insurance Board as compensable within the meaning of the *Workplace Safety & Insurance Act*, the Hospital, on application from the employee will utilize the employee's accumulated sick leave credits to supplement the award made by the Workplace Safety & Insurance Board for loss of wages to the employee by such amount that the award of the Workplace Safety & Insurance Board for loss of wages, together with the supplementation of the Hospital, will equal 100% of the employee's net earnings, to the limit of the employee's accumulate sick leave credits. Where a WSIB top-up is currently provided from general revenue, it will be provided on the same basis except that it will continue to be provided from general revenue.

ARTICLE 14 – HOURS OF WORK

14.01 Daily & Weekly Hours of Work

(a) The regular work week for full-time employees will be seventy-five (75) hours in a pay period divided into ten (10) days of seven and one-half (7½) hours, excluding a ½ hour unpaid meal period. This meal period shall be an uninterrupted period except in cases of emergency.

(b) The prescheduled work week for part-time and casual employees will not exceed thirty (30) hours. The regular work week for part-time and casual employees will not exceed thirty-seven and one half (37.5) hours and the regular workday will not exceed seven and one- half (7½) hours excluding a ½ hour unpaid meal period. The meal period shall be an uninterrupted period except in cases of emergency.

(c) Notwithstanding (a) above, the regular work week for Stationary Engineers will be forty (40) hours averaged over the period defined in the schedules (Appendix “A”, “B” and “C”), including a daily 30 minute or 45 minute paid meal period. The meal period shall be an uninterrupted period except in cases of emergency.

(d) The normal schedule for maintenance employees hired prior to July 1, 2000, will be from 06:30 to 17:00 hrs.

14.02 Rest Periods

The Hospital will schedule one fifteen (15) minute paid rest period during each period of 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.

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 the wage schedule of the Collective Agreement.

15.02 Definition of Overtime

Overtime is defined as authorized hours worked in excess of the regular work day or work week as defined in Article 14.01.

15.03 Overtime Premium

Employees shall be paid at time and one-half (1½) their regular pay for the first four (4) hours of overtime in a shift and double time thereafter in that shift. Employees shall also be paid at double time their regular pay for all overtime hours worked in excess of twelve (12) hours in a two-week pay period. For the purpose of qualifying for the double time rate, actual hours worked shall be considered in the case of a call-back of less than four (4) consecutive hours.

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.

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

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

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 workweek in which the overtime was earned or, with the employee's agreement, within twelve (12) months of that workweek.

15.05 Reporting Pay

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

15.06 Call Back

Effective September 20, 2023, Where employees are called back to work after having completed a regular shift, and prior to the commencement of their next regular shift, they shall receive a minimum of four (4) hours of work or four (4) hours pay at the double time rate.

This clause shall not apply where an employee is assigned work pursuant to Article L.5.2(a), (b), (c) or (d).

15.07 Standby

Effective May 21, 2026, an employee who is required to remain available for duty on standby shall receive three dollars and forty-five cents ($3.45) per hour for each hour on standby.

Effective May 21, 2026, 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 five dollars and five cents ($5.05) per hour.

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

15.08 Temporary Transfer

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

Where the 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 worked from the time of the assignment.

15.09 Shift and Weekend Premiums

Employees shall be paid a shift premium of two dollars and twenty-six cents ($2.26) for all hours worked where the majority of their scheduled hours fall between 1500 and 2300. Employees shall be paid a night shift premium of two dollars and ninety-eight cents ($2.98) per hour for all hours worked where the majority of their scheduled hours fall between 2300 and 0700 hours.

Employees shall be paid a weekend premium for all hours worked between 2400 hours Friday and 2400 hours Sunday. The weekend premium shall be three dollars and fourteen cents ($3.14) per hour.
Parties to amend scheduling practices to ensure that both premiums to be paid if both evening/night shift and weekend are worked.

15.10 Charge Nurse Premium

(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 four dollars ($4.00) per hour in addition to her or his 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.

15.11 Skilled Trade Responsibility Premium

(a) Whenever an employee in a skilled trade is temporarily assigned elevated responsibility by the manager or delegate, for a department, unit, or area, the employee shall be paid a premium of four dollars ($4.00) per hour in addition to their regular salary and applicable premium allowance.

(b) 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 – STATUTORY HOLIDAYS

16.01 Number of Holidays

(Except where otherwise provided, the following clause is applicable to full-time employees only)

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

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

16.02 Definition of Holiday Pay and Qualifiers

(Except where otherwise provided, the following clause is applicable to full-time employees only)

Holiday pay will be computed on the basis of the employee's regular straight time hourly rate of pay times the employee's normal daily hours of work.
In order to qualify for holiday pay for any holiday as set out in the local provisions appendix, or to qualify for a lieu day, an employee must complete her scheduled shift on each of the working days immediately prior to and following the holiday except where absence on one or both of the said qualifying days is due to a satisfactory reason.

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

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

16.03 Payment for Working on a Holiday

If an employee is required to work on any of the holidays set out in the Local Provisions Appendix, the employee shall be paid at the rate of time and one half (1½) her regular straight time hourly rate of pay for all hours worked on such holiday subject to Article 16.04. In addition, if the employee qualifies in accordance with Article 16.02 above, the employee will receive a lieu day off with pay in the amount of the employee's regular straight time hourly rate of pay times the employee's normal daily hours of work.

16.04 Payment for Working Overtime on a Holiday

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

ARTICLE 17 – VACATIONS

17.01 (a) Vacation Entitlement, Qualifiers and Calculation of Payment

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

Subject to any superior conditions:

An employee who has completed less than one (1) year of continuous service shall be entitled to two (2) weeks' annual vacation with pay prorated to his accumulated service in the vacation year.

An employee who has completed one (1) year but less than two (2) years of continuous service shall be entitled to two (2) weeks' annual vacation with pay.

An employee who has completed two (2) years but less than five (5) years of continuous service shall be entitled to three (3) weeks' annual vacation with pay.

An employee who has completed five (5) years but less than eleven (11) years of continuous service shall be entitled to four (4) weeks' annual vacation with pay.

An employee who has completed eleven (11) years but less than twenty (20) years of continuous service shall be entitled to five (5) weeks' annual vacation with pay.

An employee who has completed twenty (20) years but less than twenty-five (25) years of continuous service shall be entitled to six (6) weeks' annual vacation with pay.

An employee who has completed twenty-five (25) years or more of continuous service shall be entitled to seven (7) weeks' annual vacation with pay.

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

(b) Part-time Vacation Entitlement, Qualifiers and Calculation of Payment
(The following clauses are applicable to regular part-time and casual employees)

Subject to any superior conditions:

An employee who has accumulated less than 3450 hours shall be entitled to vacation pay in the amount of four percent (4%) of his/her gross earnings.

An employee who has completed 3450 hours but less than 8625 hours of continuous service shall receive 6% vacation pay.

A part-time employee who has completed 8625 hours but less than 18975 hours of continuous service shall receive 8% vacation pay.

A part-time employee who has completed 18975 hours but less than 34500 hours of continuous service shall receive 10% vacation pay.

A part-time employee who has completed 34500 hours but less than 43125 hours of continuous service or more shall receive 12% vacation pay.

A part-time employee who has completed 43125 hours of continuous service or more shall receive 14% vacation pay.

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

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

17.04 Illness during Vacation

Where an employee's scheduled vacation is interrupted due to serious illness, which either commenced prior to or during the scheduled vacation period, the period of such illness shall be considered sick leave. Serious illness is defined as an illness which requires the employee to receive on-going medical care and/or treatments resulting in either hospitalization or which would confine the employee to their residence or to bed rest for more than three days.

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

17.05 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 this provision will not be counted against the employee's vacation credits.

ARTICLE 18 – HEALTH AND WELFARE

18.01 Insured Benefits

(Except where otherwise provided, this clause is applicable to full-time employees only)

The Hospital agrees, during the term of the Collective Agreement, to contribute towards the premium coverage of participating eligible employees in the active employ of the Hospital under the insurance plans set out below subject to their respective terms and conditions including any enrolment requirements. There shall be no waiting period for Health and Dental Coverage. Additionally, in the unfortunate event of an employee's death, their eligible survivor will be provided the option to remain on the plan for one year at no cost to them.

(a) Semi-Private

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

(b) Extended Health Care

The Hospital agrees to contribute 75% of the billed premium towards coverage of eligible employees in the active employ of the Hospital under the existing Blue Cross Extended Health Care Benefits Plan in effect as of September 28, 1993 (as amended below) or comparable coverage with another carrier providing for $22.50 (single) and $35.00 (family)

deductible, providing the balance of monthly premiums are paid by the employees through payroll deductions.

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

The Benefits Plan coverage includes:

- Effective September 20, 2023, Vision care - maximum of $450.00 every twenty-four (24) months in addition to eye examinations biennially;

  Vision care coverage can be used for laser eye surgery.

- Hearing aide - acquisition every thirty-six (36) months;

- Private Duty Nursing – not to exceed 90 eight hours shifts to a maximum of $20,000;

- Drug Formulary 2;

- Dispensing Fee Cap – at the current rate as that changes from time to time (The Hospital will continue to provide a preferred provider network which will not charge in excess of this rate);

- Orthopedic Shoes – 2 pairs per employee per year to a maximum of $225.00 per year;

- Coverage for prosthetic appliances and durable medical equipment (no change to the current coverage);

- Out of Country (no change to current coverage);

- Services of a Chiropractor, licensed or Registered Physiotherapist, Registered Massage Therapist, and Occupational Therapist to a combined maximum of $1500 annually per insured person. No referral from a physician is required.

- Mental health services by a Psychologist, Registered Psychotherapist or Social Worker (MSW) will be covered up to an annual maximum of $3000.00.

(c) Life Insurance

The Hospital agrees to contribute 100% of the billed premium towards coverage of eligible employees in the active employ of the Hospital under HOOGLIP, in effect as of September 28, 1993 or an equivalent plan.

(d) Dental Plan

The Hospital agrees to contribute 75% of the billed premiums towards coverage of eligible employees in the active employ of the Hospital under the Blue Cross #9 Dental Plan, in effect as of September 28, 1993, or comparable coverage with another carrier (based on the current ODA fee schedule as it may be updated from time to time) providing the balance of the monthly premiums are paid by the employee through payroll deduction.

The Hospital will provide coverage of eligible employees under the Blue Cross Rider #2 Dental Plan (or equivalent) for complete and partial dentures at 50/50 co-insurance to $2500.00 maximum annually.

The Hospital will provide coverage of eligible employees under the Blue Cross Rider #4 (or equivalent) for implants, crowns, bridgework, and repairs to the same at 50/50 co-insurance to $2500.00 annual maximum.

The Hospital will provide orthodontic coverage at $2500.00 maximum lifetime with 50/50 co-insurance.

(e) Benefits Age 65 and Older

Semi-private hospital insurance, extended health care and dental benefits will be extended to active full-time employees beyond age sixty-five (65).

Semi-private hospital insurance, extended health care and dental benefits will be extended to part-time employees beyond age sixty-five (65) provided the part-time employee agrees to pay the Hospital one hundred percent (100%) of the monthly premiums through payroll deductions.

There shall be no requirement for employees to requalify for benefits under this clause.

(f) Early Retirement Benefits

The Hospital will provide equivalent coverage to all employees who retire early and have not yet reached age 65 and who are in receipt of the Hospital's pension plan benefits on the same basis as is provided to active employees for semi-private, extended health care and dental benefits.

The Hospital will contribute the same portion towards the billed premiums of these benefits plans as is currently contributed by the Hospital to the billed premiums of active employees.

The early-retired employee's share towards the billed premium of the insured benefit plans will be deducted from his or her monthly pension cheque.

(g) Copy of Master Policies

A copy of all current master policies of the benefits referred to in this Article shall be provided to the Union.

18.02 Change of Carrier

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

18.03 Pension

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

18.04 Benefits for Part-Time Employees

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

(b) Notwithstanding (a) above, all regular part-time employees who were employed at the Civic Hospital as of July 24, 1989 and who elected to continue to receive insured benefits shall continue to: receive insured benefits in accordance with Article 18.01, accumulate sick leave pursuant to Article L.11.3, enjoy entitlement to the cumulative sick leave pay-out provisions in accordance with Article L.11.4, and, subject to Article L.18.2, be entitled to statutory holiday pay pursuant to Article 16.02.

(c) Notwithstanding (a) above, and except as provided in (b) above, regular part-time employees enjoying entitlement under the terms of the former CUPE Local 576 Collective Agreement on the date of ratification or award of the Collective Agreement will continue to: be paid 6% in lieu of insured benefits for all hours of work paid, be covered by HOOGLIP Life Insurance pursuant to Article 13.01(c), accumulate sick leave pursuant to Article L.11.3, enjoy entitlement to the cumulative sick leave pay-out provisions in accordance with Article L.11.4, and, subject to Article L.18.2, be entitled to statutory holiday pay pursuant to Article 16.02.

(d) An employee described in (b) and (c) above will continue to enjoy the entitlements therein described for as long as he maintains his permanent status in his current position. Notwithstanding, if such an employee is displaced from his current position, he shall have the option of continuing to be grandparented with the entitlements under this and other related provisions.

(e) Notwithstanding all of the above, an employee who is temporarily transferred or temporarily transfers from one employment status or position to another shall retain their status in their permanent position for the purpose of benefits administration and entitlement during such temporary assignment.

ARTICLE 19 – COMPENSATION

19.01 (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 her position, the Hospital may, subject to its operational requirements, establish a special classification and salary in an endeavour to provide the employee with an opportunity of continued employment.

This provision shall not be construed as a guarantee that such special classification(s) will be made available or continued.

(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 19.01above.

19.02 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 (6) months.

19.03 Promotion to a Higher Classification

An employee who is promoted to a higher rated classification within the bargaining unit will be placed in the range of the higher rated classification so that he shall receive no less an increase in wage rate than the equivalent of one step in the wage rate of his previous classification

(provided that he does not exceed the wage rate of the classification to which he has been promoted).

19.04 Regular Part-Time and Casual Employees Progression on Wage Grid

Regular part-time and 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 March 31, 1999, will be credited with the service they held for the purpose of progression on the wage grid under their previous Collective Agreement or working conditions, and will thereafter accumulate service in accordance with this Article.

19.05 Transfer to a Lower Paying Classification

An employee who is the successful applicant to a job posting, and as a result is transferred to a lower paying classification within the bargaining unit will be placed in the range of the lower paying classification immediately below the wage rate he/she was receiving in his/her previous classification.

ARTICLE 20 – 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 restructuring plan that would affect the Union's members.

(d) It is understood that employee time spent at FAC or equivalent committee

meetings with the Employer in pursuance of the above shall be deemed to be work time for which the employee shall be paid by the Hospital at his or her regular or premium rate as may be applicable.

ARTICLE 21 – APPRENTICESHIP COMMITTEE

The 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 22 – INFLUENZA VACCINATION

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

(a) Hospitals recognize that employees have the right to refuse any recommended or required vaccination.

(b) If an employee refuses to take the recommended or required vaccine required under this provision, she or he will be reassigned during the outbreak period, unless reassignment is not possible, in which case he or she will be placed on unpaid leave. If an employee is placed on unpaid leave, she or he can use banked lieu time or vacation credits in order to keep her or his pay whole. It is further agreed that any such reassignment will not adversely impact the scheduled hours of other employees.

(c) If an employee refuses to take the recommended or required vaccine because it is medically contra-indicated, and where a medical certificate is provided to this effect, she or he will be reassigned during the outbreak period, unless reassignment is not possible, in which case the employee will be placed on paid leave. It is further agreed that any such reassignment will not adversely impact the scheduled hours of other employees.

(d) If an employee gets sick as a result of the vaccination, and applies for WSIB, the Hospital will not oppose the claim.

(e) If the full cost of such medication is not covered by some other source, the Hospital will pay the full or incremental cost for the vaccine and will endeavour to offer vaccinations during an employee's working hours.

In addition, employees will be provided with information, including risks and side effects, regarding the vaccine.

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

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, 2028. 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 (45) days prior to the termination date of this Agreement.

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

Signed electronically by the parties.

FOR THE HOSPITAL	FOR THE UNION
Charlotte Castonguay Director, Safe Workplace, Labour Relations and Conflict Resolution	Robert Gauthier, CUPE Local 4000 President
Ronald Drummon, Executive Director, Capital Projects and Facilities Management	Pascal Lavigne, CUPE Local 4000 1st Vice-President
Tyler Parsons, Lead, Labour and Employee Relations	Zakiah Atwy, CUPE Local 4000, Secretary-Treasurer
Kolan Gilmour, Director Emergency and Trauma Care Operations	Andrew Skinner, CUPE Local 4000, Executive Lead Steward
Michael LeJeune, Director, Clinical Support Services, Employee Scheduling	Luc Anderson, CUPE Local 4000, 2nd Vice-President Civic Campus
Hoida Zakaria, Manager, Compensation and Benefits	Sam Kombargi, CUPE Local 4000, 2nd Vice-President General Campus
Patrick Dusabimana, Manager Outpatient Care	Barry Gilchrist, CUPE Local 4000, 2nd Vice-President Riverside Campus
Joanne Bouchard Brear, Specialist, Quality HR and Payroll	Brent Post, CUPE Local 4000, Director General Campus
Nathalie Frappier, Manager, Procurement Operations	Neil Hiller, CUPE Local 4000, Director General Campus
Melissa Perks, Manager, CTU Medicine	Adam Cotsman, CUPE National Representative
Elizabeth Cronin, Analyst, Labour and Employee Relations	

c/cope491
June 17, 2026

LETTER OF UNDERSTANDING No. 2

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.

LETTER OF UNDERSTANDING No. 4

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

The working group will have access to expertise and resources as appropriate.

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

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

The working group will arrange its activities in order to endeavour to arrive at joint recommendations for the central parties by March 31, 2013.

MEMORANDUM OF AGREEMENT

between

The Ottawa Hospital
(The Hospital)

and

CUPE Local 4000
(The Union)

Re: RPN Professional Development, Mentorship and Student Supervision

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In the spirit of Article 9.15 - Registered Practical Nurse Professional Development/ Scope of Practice the parties agree that Mentorship and Student Supervision should be an integral component in the professional development of RPNs.

1. The Hospital will establish a formal process for mentorship and student supervision. The guidelines and conditions related to both mentorship and student supervision will be completed by December 31, 2010 by both parties. Upon completion of the guidelines and conditions, the Hospital will pay the nurses for this assigned additional responsibility a premium of two dollars ($2.00) per hour in addition to his/her regular salary. It is understood management will select candidates for mentorship and student supervision assignments on the basis of their skill, ability, experience, and qualifications. Under special circumstances as determined by the Clinical Department, the Hospital may call upon RNs to mentor RPNs.

2. There shall be inclusion in a committee established to address the planning of professional development initiatives for nurses as described in article 9.15. This committee shall include representatives of the Hospital, one of whom shall be the Chief Nursing Officer or designate and another management representative, and 2 RPN representatives from the union. The parties will establish key principles that will provide direction for effective committee functioning. Further to this, RPN representatives from the union shall have representation on Hospital nursing committees subject to the terms of other Collective Agreements.

LOCAL PROVISIONS

between

THE CANADIAN UNION OF PUBLIC EMPLOYEES
and its Local 4000 (herein called the “Union”)

and

THE OTTAWA HOSPITAL
(herein called the "Employer")

The Ottawa Hospital | L’Hôpital d’Ottawa

Inspired by research. **Inspiré** par la recherche.
Driven by compassion. **Guidé** par la compassion.

Expires September 28, 2028

TABLE OF CONTENTS – LOCAL PROVISIONS

ARTICLE L.1 – DEFINITIONS 1
L.1.1 Definitions 1

ARTICLE L.2 – MANAGEMENT RIGHTS 1
L.2.1 Management Rights 1

ARTICLE L.3 – RECOGNITION 2
L.3.1 Recognition 2

ARTICLE L.4 – UNION SECURITY 2
L.4.1 Union Membership 2
L.4.2 Union Dues 3
L.4.3 Union Activity on Premises and/or Access to Premises 3
L.4.4 Literature Rack 3
L.4.5 Glass Enclosed Bulletin Boards 3
L.4.6 Correspondence 4
L.4.7 Attendance at Meetings 4
L.4.8 Hospital Policies 4
L.4.9 Posting of Seniority List 4
L.4.10 List of Bargaining Unit Employees to the Union 5
L.4.11 Printing of Agreement 5
L.4.12 Legal Version 5
L.4.13 Hospital Board of Trustees 6
L.4.14 Stewards/Committees 6
L.4.15 Group Grievances 6
L.4.16 Paid Union Leave 6

ARTICLE L.5 – ASSIGNMENT OF WORK 7
L.5.1 Work Schedule 7
L.5.2 Assignment of Work 9
L.5.3 Declaration of Availability to Work (part-time employees) 12
L.5.4 Assignment of Overtime 12
L.5.5 Assignment to More than One Classification, Position or Status 13
L.5.6 Exchange of Shifts 13
L.5.7 Availability of Casual Employees 13
L.5.8 Extended Shifts 14

ARTICLE L.6 – JOB VACANCIES 17
L.6.1 Posting of Job Vacancies 17
L.6.2 Filling of Vacant Positions 18

ARTICLE L.7 – VACATIONS 18
L.7.1 Vacation Year 18
L.7.2 Vacation Entitlement 18
L.7.3 Vacation Carry Over 18
L.7.4 Granting of Vacation Requests 18
L.7.5 Holidays during Vacation 19

ARTICLE L.8 – HEALTH AND SAFETY 20
L.8.1 Health and Safety 20
L.8.2 Infectious Diseases 21
L.8.3 Workplace Violence 23
L.8.4 Workplace Harassment & Sexual Harassment 24
L.8.5 Refusing Unsafe Work 24

ARTICLE L.9 – CONDITIONS OF EMPLOYMENT 25
L.9.1 Conditions of Employment 25

ARTICLE L.10 – UNIFORMS/TOOLS/PROTECTIVE FOOTWEAR 25
L.10.1 Uniforms 25
L.10.2 Accommodation 26
L.10.3 Tools 26
L.10.4 Wash up Time 26
L.10.5 Protective Footwear 26

ARTICLE L.11 – SICK LEAVE AND DISABILITY 27
L.11.1 Sick Leave and Disability 27
L.11.2 Medical Care Leave 28
L.11.3 Cumulative Sick Leave 28
L.11.4 Cumulative Sick Leave Payout on Retirement, Termination, or Death 29

ARTICLE L.12 – WORKERS' COMPENSATION 29
L.12.1 Worker's Compensation/Modified Work 29

ARTICLE L.13 – RPN SKILL UTILIZATION 30
L.13.1 RPN Skill Utilization 30

ARTICLE L.14 – PARKING 30
L.14.1 Parking Privileges 30
L.14.2 Union Parking Passes 31

ARTICLE L.15 – STATIONARY AND OPERATING ENGINEERS 31
L.15.1 Civic Campus and General Campus 31
L.15.2 Riverside Campus 32
L.15.3 Employment in Plant Operations and Maintenance 33

ARTICLE L.16 – ELECTIONS 33
L.16.1 Provincial Elections 33

ARTICLE L.17 – COMPENSATION 33
L.17.1 Annual Increments 33
L.17.2 Pay Day 33
L.17.3 Payment on Severance 34
L.17.4 Pay Stubs 34
L.17.5 Change in Compensation 34
L.17.6 Standby/Transportation 35

ARTICLE L.18 – HOLIDAYS 35
L.18.1 Paid Holidays 35
L.18.2 Holiday Pay Regular Part-Time 35

ARTICLE L.19 – PATIENT ESCORT OR TRANSFER 36

LETTER OF UNDERSTANDING #4 39
Re: Grand-parenting Part-time Hours 39

LETTER OF UNDERSTANDING #5 39
Re: Telework 39

LETTER OF UNDERSTANDING #6 39
Re: Extended Shifts 39

LETTER OF UNDERSTANDING #8 39
Re: Orientation or Training Period 39

LETTER OF UNDERSTANDING #9 39
Re: Master Schedule 39

LETTER OF UNDERSTANDING #10 40
Re: Scheduling Committee 40

LETTER OF UNDERSTANDING #11 40
Re: Violence in the Workplace 40

LETTER OF UNDERSTANDING #12 41
Re: Implementation of Electronic Services and Cessation of Paper Services 41

LETTER OF UNDERSTANDING #13 43
Re: Hospital Support Aides 43

LETTER OF UNDERSTANDING #14 43
Re: Optimal Staffing Composition 43

LETTER OF UNDERSTANDING #15 44
Re: Artificial Intelligence 44

LETTER OF UNDERSTANDING #16 44
Re: L.4.16 Paid Union Leave 44

LETTER OF UNDERSTANDING 45
Re: Parking 45

LETTER OF UNDERSTANDING 46
Re: Sitters 456

MEMORANDUM OF AGREEMENT (Service Excellence) **47**
MEMORANDUM OF AGREEMENT (Catering) **48**
MEMORANDUM OF AGREEMENT (O.R.) **55**
APPENDIX "C" **57**
Boiler Room Master Schedule (Riverside) 57
WORKLOAD COMPLAINT FORM **58**
APPENDIX E: WAGE SCHEDULE **60**

ARTICLE L.1 – DEFINITIONS

L.1.1 Definitions

In this Collective Agreement

(a) "Union" means the Canadian Union of Public Employees and its Local 4000.

(b) "Employee" means an employee of the Ottawa Hospital for whom C.U.P.E. and its Local 4000 is the recognized collective bargaining agent.

(c) "Hospital" means the Ottawa Hospital.

ARTICLE L.2 – MANAGEMENT RIGHTS

L.2.1 Management Rights

The Union recognizes that the management of the Hospital and the direction of the working force are fixed exclusively in the Employer and shall remain solely with the Employer except as specifically limited by a provision of this Agreement. Without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:

(a) maintain order, discipline and efficiency;

(b) hire, assign, retire, discharge, direct, promote, demote, classify, transfer, layoff, recall, and suspend or otherwise discipline employees, provided, subject to Article 7.06, that a claim by a employee that he has been discharged or disciplined without just cause may become the subject of a grievance.

(c) determine, in the interest of efficient operation and highest standard of service, job rating or classification, the hours of work, work assignments, methods of doing the work and the working establishment for any service;

(d) determine the number of personnel required, the services to be performed and the methods, procedures and equipment to be used in connection therewith;

(e) make and enforce and alter from time to time rules and regulations to be observed by the employees, provided that such rules and regulations shall not be inconsistent with the provisions of this Agreement.

ARTICLE L.3 – RECOGNITION

L.3.1 Recognition

The Hospital recognizes the Canadian Union of Public Employees and its Local 4000 as the sole and exclusive bargaining agent for all service, trades, office and clerical employees of the Ottawa Hospital/l'Hôpital d'Ottawa, save and except:

Supervisors, Persons above the rank of supervisor;
Human Resources and Occupational Health and Safety Services Personnel;
Information Services
Personnel; OHRI personnel;
Hospital Foundation Personnel;
Scheduling co-ordinators;
Home Dialysis Helpers;
Volunteers and their Helpers;
Patient Representatives;
Security Guards;
Protection Officers;
Executive Secretaries;
Secretaries to Directors;
Base Hospital Program Personnel;
Physicians Personnel;
Administrative Assistants;
Grant Funded Personnel;
Students, and students employed during the school vacation period;
Employees covered by other Collective Agreements.

For clarity, the parties agree that the following classifications belong in the above described Bargaining Unit: Medical Photographer**,** Screener, Sitter, Technicians Architecture, Technicians LIS Lab, Technicians Instrumentation, Technicians Industrial Electronic, and Technicians Nephrology Data.

Any disputes pertaining to the appropriateness of an inclusion in the bargaining unit or an exclusion from the bargaining unit may be referred to the Ontario Labour Relations Board for a determination under its criteria.

ARTICLE L.4 – UNION SECURITY

L.4.1 Union Membership

Bargaining unit employees shall, as a condition of employment, become and remain members of the Union.

L.4.2 Union Dues

The Hospital shall deduct from each pay of each bargaining unit employee on a bi-weekly basis dues or assessments to the amount indicated by the Union, and remit such dues or assessments to the Secretary-Treasurer of the Local Union no later than fourteen (14) calendar days following the date of such dues or assessments being deducted.

Payment to the Union shall be accompanied by an electronic statement listing the employee's name, LOA's, the amount deducted for Union dues or assessments for each employee, hourly wage rate, the hours worked during the pay period, hours paid at straight time (i.e. regular hours worked, vacation, statutory holidays and other leaves), hours paid at 1.5, hours paid at 2.0, overtime hours banked at 1.5, overtime hours banked at 2.0, the dues deducted year to date, job class title, status (i.e. full-time, regular part-time, casual), temporary or permanent, department number and the pay period for which the dues have been deducted. It is agreed that union dues for all banked overtime hours will be deducted within the pay period in which such overtime is earned.

Notice of any change in the amount of Union dues or assessments will be provided in writing by the Union to the Vice-President, Human Resources at least one month prior to the commencement of the pay period in which the new rate is to be implemented.

L.4.3 Union Activity on Premises and/or Access to Premises

When requested, the Hospital agrees to provide, to the Union, facilities for employees to meet outside their hours of work with Union representatives to discuss issues of concern to them. This request is to be submitted through the Human Resources department on an as required basis and is subject to availability of facilities.

L.4.4 Literature Rack

The Union will have the right to install a literature rack at each Campus for dispensing information to employees. The literature rack shall be located in locations mutually agreed to between the parties. The literature dispensed shall be subject to approval by the Vice President, Human Resources.

L.4.5 Glass Enclosed Bulletin Boards

The Hospital shall provide glass enclosed bulletin boards with lock and key for the exclusive use of the Union at the following locations:

Civic Campus:	Outside the main cafeteria, and in the vicinity of the level S elevator lobby of the Heart Institute
General Campus:	In the proximity of the cafeteria

Riverside Campus:	In the proximity of the cafeteria
ORCC:	In the proximity of room C1398
TRC:	Ground Floor, in the proximity of the front entrance

Additionally, all satellite sites where CUPE 4000 members work, shall have a specific commonly frequented location for Union Postings.

Such bulletin boards may be used to post Union notices, including notices of Union meetings, elections, results of elections, Union appointments, and recreational and social affairs.

Information other than listed above may be posted twenty-four (24) hours after submission to the Executive Vice President or designate. Any posted information deemed inappropriate by the Executive Vice-President or designate will be removed.

L.4.6 Correspondence

Where the Collective Agreement requires the Hospital to forward correspondence to the Local Union it shall be provided to the Local Union office by a secure means. The Local Union will promptly advise the Hospital of any change of address.

L.4.7 Attendance at Meetings

Subject to other provisions, a Union representative scheduled to attend a meeting with the Hospital during his regularly scheduled working hours shall not be unreasonably denied the opportunity to attend. Time spent attending such meeting will be without loss of earnings.

L.4.8 Hospital Policies

The Hospital shall provide the Union with an electronic copy of any policy which affects the working conditions of bargaining unit members prior to its implementation. The Union will be provided with an opportunity to discuss such proposed policy. Policies affecting bargaining unit employees shall be forwarded to the Union no later than seven (7) calendar days following the date of their approval.

L.4.9 Posting of Seniority List

The Hospital shall maintain an updated seniority list in a three ring binder attached by chain bolted to the wall near the glass enclosed bulletin board in proximity of the cafeteria at the Civic and Riverside Campuses and in proximity of the Human Resources Department at the General Campus.

The list shall be updated in the first week of April and October of each year. The list shall be in order of bargaining unit wide seniority and shall include the name of the employees, their seniority expressed in years to the third decimal point, their status (i.e. full-time, regular part-time, casual, or temporary), their job classification title, department/work

unit/sector and campus at which they are employed, and the effective date upon which the seniority list was updated.

L.4.10 List of Bargaining Unit Employees to the Union

Quarterly each year the Hospital shall provide to the Union an electronic copy of an updated list of bargaining unit employees including the following information: employee's name, seniority expressed in years to three decimal points, service expressed in years to three decimal points, status (full-time, regular part-time, or casual), temporary or permanent, FTE, department name, job classification title, active or on leave, hourly wage rate, hours worked year to date, Campus, date of birth, sex, address, telephone number unlisted number excepted, Ottawa Hospital e-mails, and personal e-mails if known.

L.4.11 Printing of Agreement

The Hospital and the Union will share equally the costs associated with the printing and translation of the Collective Agreement in both official languages. Where possible, the Collective Agreements shall be printed in the printing department of the Hospital, and where not possible in a unionized printing shop. The Union and Hospital logos will appear on the cover page in equal size and dimension. The Union will be responsible for arranging for the translation of the Collective Agreement into the second (2nd) official language and shall submit a copy of the proposed translation to the Hospital within eight (8) weeks of the signing of the Collective Agreement for the Hospital's review. The total number of copies printed shall be 1500 printed for the Union with a maximum of 1500 to the employer. The bilingual Collective Agreements shall be printed in a pocket size booklet form. The Union shall be responsible for providing one copy of the Collective Agreement to each bargaining unit member. The Hospital shall be responsible for distributing its copies of the Collective Agreement to Managers and delegates. The Collective Agreement shall be signed by the parties no later than thirty (30) days following the date of ratification or award subject to the resolution of any disputes pertaining to its implementation.

In addition to the printed Collective Agreement, the Hospital and Union agree to make the CUPE 4000 Collective Agreement available electronically on the Parties' respective internal web-sites and to promote the use of this service.

L.4.12 Legal Version

Both the English and French texts of this Agreement shall be considered the official texts. Where there is ambiguity between the English and French texts, the language of the text which was negotiated and agreed to by the parties shall prevail.

L.4.13 Hospital Board of Trustees

The Hospital shall provide to the Union two (2) copies of the Agenda and publicly available documentation to be considered at the monthly meetings of the Board of Trustees as soon as they become available to the public.

L.4.14 Stewards/Committees

(a) The Union shall notify the Hospital in writing of the names of the members of all committees and the names of all union Representatives including Stewards and Chief Stewards, along with unit or area representatives.

(b) The Union will notify the Hospital in writing of any changes regarding (a) as soon as they occur. Additionally, the union will provide a list of the above no less than twice per year in the months of June and December.

(c) Pursuant to Article 6.05, no more than 3% of the total number of bargaining unit employees shall be designated as Stewards to represent the Union at any given time, among these no more than 3% of the total number of bargaining unit members in any given department and no less than 1.

L.4.15 Group Grievances

For group grievances, no more than two (2) designates of the group shall be appointed by the Union to attend, in addition to the representative(s) of the grievance committee.

L.4.16 Paid Union Leave

Up to three (3) Local Union Executive members shall be granted a paid leave of absence from their normal duties for the duration of his/her term or as per such term noted in a written request. The Local Union Executive members on full-time Union leave shall continue to accumulate seniority and service for the duration of the leave. It is understood that one of the full-time book-offs may be allocated by the Union to one or more executive members.

During such leaves of absence, the salary and applicable benefits shall be maintained by the Hospital and the Union agrees to reimburse the Hospital in the amount of fifty per cent (50%) of the cost of such salary and applicable benefits. The Hospital will bill the Union in accordance with the established Union Leave billing process. It is agreed that the Hospital shall receive at least two (2) weeks written notice prior to the date of return from such leave.

Sick leave and vacation entitlements on these leaves of absence shall be applied in accordance with the Collective Agreement and will be managed by the employee with notification to the Employer.

ARTICLE L.5 – ASSIGNMENT OF WORK

L.5.1 Work Schedule

"Work schedule" is a written statement setting forth the days and hours upon which the employees are required to work, and the days upon which employees are scheduled to be off work. The schedule of normal working hours for full-time and part-time employees shall consist of six (6) consecutive weeks, and shall be posted at least four (4) weeks prior to the beginning of the work schedule at a location where it is most likely to come to the attention of employees concerned. The schedule shall not be changed without at least forty-eight (48) hours notice to a full-time employee and at least twenty-four (24) hours to a part-time employee and failing this, the employee shall be remunerated at the overtime rate for the hours falling outside of the originally scheduled hours where such notice was not provided. This shall not apply where a regular part-time employee agrees to work additional hours on his pre-scheduled shift. Such additional hours shall be compensated at straight time and will not be considered a change in work schedule, provided the employee has the right to refuse the additional hours. This shall not however preclude the employee from receiving overtime payment should these additional hours result in the employee working in excess of the hours prescribed in Article 14.01. Prior to altering a full-time employee's schedule, the Hospital will endeavour to utilize a regular part-time employee or a casual employee to meet its staff requirements, work schedules shall embody the following conditions:

(a) The scheduled daily hours of work shall be continuous and only interrupted by rest periods or a meal period. No bargaining unit employee shall be required or permitted to work a split shift.

(b) For full-time and regular part-time employees (other than those employees working in clinics) a minimum period of sixteen (16) hours shall elapse between the end and resumption of work and failing this, the employee shall be remunerated at the overtime rate for the number of hours the interval is short of sixteen (16) hours within their scheduled shift. This shall not apply where a regular part-time employee is offered and voluntarily accepts either an additional shift in accordance with L.5.2(a), or additional hours in conjunction with his pre-scheduled shift, or the employee voluntarily accepts to work less than sixteen (16) consecutive hours between change of shift in order to attend an education session. This shall not however preclude the employee from receiving overtime payment should these hours result in the employee working in excess of the hours prescribed in Article 14.01.

For full-time and regular part-time employees working in clinics a minimum of (15) hours shall elapse between the end of and resumption of work and failing this, the employee shall be remunerated at the overtime rate for the number of hours the interval is short of fourteen (14)

hours within their scheduled shift. This shall not apply where a regular part-time employee is offered and voluntarily accepts either an additional shift in accordance with L.5.2 (a), or additional hours in conjunction with his pre-scheduled shift, or the employee voluntarily accepts to work less than fifteen (15) consecutive hours between change of shift in order to attend an education session. This shall not however preclude the employee from receiving overtime payment should these hours result in the employee working in excess of the hours prescribed in Article 14.01.

(c) For full-time and regular part-time employees, a minimum period of forty-eight (48) hours shall elapse between the end of work on nights and the resumption of work on days or evenings and failing this, the employee shall be remunerated at the overtime rate for the number of hours the interval is short of forty-eight (48) hours within their scheduled shift. This shall not apply where a regular part-time employee is offered and voluntarily accepts an additional shift in accordance with L.5.2(a).

(d) Full-time employees required to work weekends shall have every second weekend off. For regular part-time employees the work scheduled shall provide for at least one weekend being scheduled off in any consecutive three week period. If however, exigency requires that he works three (3) consecutive weekends he shall be paid at the overtime rate for his hours worked on the third consecutive weekend. This shall not apply where:

(i) a regular part-time employee is offered and voluntarily accepts an additional shift in accordance with L.5.2(a);

(ii) such weekend work is worked by an employee to satisfy specific days off requested by the employee. This request must be submitted in writing;

(iii) an employee requests weekend work, in writing;

(iv) a regular part-time employee applies for and posts into a position that requires the employee to work more than two consecutive weekends;

(v) such weekend work is the result of an exchange of shifts with another employee.

Weekend off shall be defined as forty-eight (48) consecutive hours off between 2300 hours Friday and 2400 hours Sunday.

(e) No full-time or regular part-time employee shall work more than six (6) consecutive days. If however, exigency requires that he works more than six (6) consecutive days he shall be paid at the overtime rate for hours worked on consecutive days in excess of six (6) days. This shall not apply where a regular part-time employee is offered and voluntarily accepts an additional shift in accordance with L.5.2(a).

(f) A full-time employee who normally works Monday to Friday will not be

normally scheduled to work on a statutory holiday.

(g) Full-time and regular part-time employees who so request, shall be provided at least three (3) consecutive days off inclusive of either Christmas Day and Boxing Day or New Year's Day. This shall not apply to employees who normally work Monday to Friday and who are not scheduled to work on a statutory holiday.

Employees will be granted Christmas Day/Boxing Day or December 31st /New Year's Day on an alternating basis from year to year, based upon what was originally scheduled in the previous year. Where a dispute arises, seniority shall be the determining factor. It is understood that employees may make themselves available, in writing, to work both holidays.

Requests for time off under this provision must be submitted by October 1st . The Hospital will endeavor to post the Christmas and New Year's schedule by November 1st, but no later than November 15th.

Where the Hospital determines that additional time off can be granted, vacation shall be granted in order of seniority amongst the employees who have submitted their request in keeping with the planner deadline date.

L.5.2 Assignment of Work

(a) Where additional non-recurring shifts or pre-scheduled shifts in a regular part-time position, or less than ten (10) consecutive pre-scheduled shifts in a full-time position become available due to the absence of the incumbent in that position, preference for assignment to such available shift(s) shall be offered in order of seniority to available regular part-time employees qualified and able to perform the work and working in the same classification, department, and Campus at which the work is being performed. This will not require the Hospital to offer such available shifts to such regular part-time employees where it would result in the payment of overtime.

(b) Where the requirements of paragraph (a) above have been met, shifts as described above which remain available shall be equitably offered to available casual employees qualified and able to perform the work and working in the same classification, department, and Campus at which the work is being performed. This will not require the Hospital to offer such available shifts to such casual employees where it would result in the payment of overtime.

(c) Where the requirements of paragraph (b) above have been met at a given campus, and there remains additional non-recurring shifts or pre-scheduled shifts in a regular part-time position, or less than ten (10) consecutive pre-scheduled shifts in a full-time position available due to

the absence of the incumbent in that position at that campus, preference for assignment to such available shift(s)shall be offered in order of seniority to available regular part-time employees qualified and able to perform the work and working in the same classification and department at other Campuses. This will not require the Hospital to offer such available shifts to such regular part-time employees where it would result in the payment of overtime.

(d) Where the requirements of paragraph (c) above have been met, shifts as described above which remain available shall be equitably offered to available casual employees qualified and able to perform the work and working in the same classification and department at other Campuses. This will not require the Hospital to offer such available shifts to such casual employees where it would result in the payment of overtime.

(e) Where ten (10) or more consecutive pre-scheduled shifts in a full-time position become available due to the absence of the incumbent, preference for assignment to such position shall be offered in order of seniority to regular part-time employees qualified and able to perform the work, in the same classification, department, and Campus at which the work is being performed. Such regular part-time employee will maintain his regular part-time status, however, for the purpose of Article 14.01 he shall be deemed to be a full-time employee. The pre-scheduled shifts in the position of such regular part-time employee shall be offered in accordance with (a) and (b) above.

Up to four (4) weeks prior to the commencement of a temporary full-time position, employees may request to move to an alternative vacant temporary full-time opportunity of a longer duration or preferable schedule.

Assignments referred to in this provision will not be subject to extension except in cases where the assignment results from an approved leave of absence (paid or unpaid) of an employee and the employee requests and is granted an extension of his period of leave.

(f) Where the requirements of paragraph (e) above have been met and shifts as described in (e) above remain available, preference for assignment into such position(s) shall be offered in order of seniority to casual employees qualified and able to perform the work, and working in the same classification, department, and Campus at which the work is being performed. Such casual employee will maintain his casual status, however, for the purpose of Article 14.01 he shall be deemed to be a full-time employee.

(g) Where a full-time or regular part-time position becomes vacant due to:

(i) a temporary absence of the incumbent in a position for a period greater

than twenty-six (26) weeks;

(ii) a situation referred to in Article 2.01 for a period greater than twenty-six (26) weeks; or

(iii) a temporary vacancy arising due to a pregnancy and/or parental leave.

The position shall be posted as a temporary vacancy and awarded in accordance with Article 9.05. An employee awarded such a temporary vacancy shall maintain their original status and shall be returned to their permanent position or the position or assignment in which the employee was previously employed when the temporary vacancy ceases to exist. Any temporary vacancy created by the movement of a full-time or regular part-time employee into a posted temporary position shall be filled in accordance with (e) above.

It is agreed that permanent employees will be considered for temporary position where such temporary position would provide the permanent employee with an opportunity to acquire new employment skills or qualifications. Where an employee who holds a permanent position is the successful candidate for a posted temporary position, and where the department head determines that the temporary assignment of that employee will not cause serious operational problems for the department in which the employee is currently working such employee shall be placed into the temporary position on the understanding that his permanent position shall be available for him to return to at the expiration of the temporary employment period.

Permanent employees will not be considered for temporary assignment under this provision unless at least six (6) months have elapsed since the completion of any previous posted temporary employment.

(h) Notwithstanding any of the foregoing provisions the Hospital may terminate a temporary appointment where:

(i) the employee is unable to satisfactorily perform the work;

(ii) the employee is the successful applicant for a job posting as per 9.05 and begins their trial period**;**

(iii) the absent employee has returned to his position; or,

(iv) the position is no longer required.

Where the position was posted in accordance with (g), at least forty-eight (48) hours notice shall be provided.

(i) Where a work assignment pursuant to (e) above is available for a

continuous period of ten (10) weeks or more and no employee is qualified and able to perform the work pursuant to (e) above, and where an employee in the same classification, department and Campus at which the work is being performed could acquire new employment skills and qualifications within a short period of training not to exceed three (3) days, he shall be assigned the work where this does not create operational difficulties. Such opportunity shall be provided to the existing employees in order of seniority prior to external candidates being considered for such work assignment.

NOTE: The parties agree that for the purposes of calculating the ten (10) days, Statutory Holidays will count towards that calculation.

L.5.3 Declaration of Availability to Work (part-time employees)

No later than two weeks prior to the posting of the work schedule, regular part-time employees shall declare their availability, in writing, to work shifts in addition to the posted work schedule.

At the time full-time and regular part-time employees submit their vacation requests for the period beginning June 15th to September 15th, regular part-time bargaining unit employees shall declare their availability to work additional shifts pursuant to L.5.2 during such vacation periods requested.

Amendments to availability submitted less than two (2) weeks prior to the posting of the schedule may not be considered. Such request must be submitted in writing.

L.5.4 Assignment of Overtime

When the Hospital requires unscheduled overtime work to be performed, such overtime opportunity shall be offered in order of seniority to employees within the department present at work, subject to their qualification and ability to perform the work.

An employee who continues to work more than two (2) hours of overtime immediately following her/his regularly scheduled hours of work shall be granted a ten-dollar ($10.00) meal voucher.

Where no employees as described above are immediately available and willing to accept the overtime opportunity, overtime will be offered in order of seniority to employees within the classification that normally performs the work, in the department and campus at which the work is to be performed.

Scheduled overtime will be offered in order of seniority to employees within the classification that normally perform the work, in the department and campus at which the work is to be performed.

In work areas where employees are required to declare their willingness/availability to work overtime, the Hospital will not be required to offer overtime to those employees who have not indicated a willingness/availability to work overtime.

The Hospital maintains the right to assign the least senior employee within the classification that normally performs the work, in the department and campus at which the work is performed, to perform the work where senior employees are not willing or available.

L.5.5 Assignment to More than One Classification, Position or Status

No employee shall be required or permitted to hold more than one status, classification or position within the bargaining unit.

L.5.6 Exchange of Shifts
(Application for full-time and regular part-time employees)

(a) Employees may request to exchange shifts and/or days off with the consent of their immediate supervisor. Requests must be submitted in writing and co-signed by the employees willing to exchange shifts and/or days off. Such permission shall not be unreasonably denied. Exchange of shifts and/or days off shall not result in overtime payments or a regular amendment to normal working hours.

(b) Where the shifts involved shift differential this shall be paid to the employee working such shift.

L.5.7 Availability of Casual Employees

(a) Minimum requirements:

Casual employees shall make themselves available within the operational hours of the department, in writing, to work during at least eight (8) statutory holidays in a calendar year, at least two (2) weekends out of three (3), at least eight (8) weeks during the period from June 15th to September 15th of each year, and for at least five (5) dates between the December 23rd and January 3rd Christmas Holiday period.

(b) Christmas Holiday requirements:

With respect to the five (5) dates between December 23rd and January 3rd Christmas Holiday period, employees shall declare their availability for at least three (3) consecutive days inclusive of either Christmas Day/Boxing Day or December 31st/New Year's Day.

Availability for Christmas Day/Boxing Day or December 31st/New Year's Day will be on an alternating basis from year to year, based on the requirements of the previous year. When a dispute arises, seniority shall be the determining factor.

(c) Declaration of availability timelines:

Prior to March 1st casual employees shall declare which eight (8) weeks they are available for between June 15th and September 15th, as well as which Statutory Holidays they are available for between June 1st and December 1st. Prior to October 1st, casual employees shall declare which five (5) dates they are available between the December 23rd to January 3rd Christmas Holiday period, as well as which Statutory Holidays they are available for between December 1st and May 31st.

Amendments to availability submitted less than two (2) weeks prior to the posting of the schedule may not be considered. Such request must be submitted in writing.

Casual employees are available for call ins as circumstances demand. Where a casual employee fails to meet any of the requirements described above, or has been offered opportunities to work and fails to work a shift in a sixty (60) day period, the Hospital shall forward a letter to his last address on record with the Hospital, with a copy to the Union, in order to advise the employee of his obligations under this provision and instructing him to contact the Hospital within ten (10) days of receipt of the letter for the purpose of declaring his availability as described above. The casual Employee shall then provide his availability and must (if offered) work a shift within thirty (30) days**.** Failure by the employee to comply shall result in termination. Such shall not be grievable or arbitrable.

A casual employee who would otherwise be terminated for reason of permanent lack of work, where he/she so requests, will be provided with an opportunity to obtain continued employment as a casual employee, where the Hospital requires casual employees, and where the casual employee who would otherwise be terminated possesses the required skills and abilities to perform the work required. Where no such opportunity arises, the casual employee may be terminated by the Hospital. Such termination shall not be grievable or arbitrable.

L.5.8 Extended Shifts

The provisions of the Collective Agreement shall apply except where herein amended. Except where otherwise provided, any agreement reached between the Hospital and the Local Union concerning extended shifts will comply with the following provisions:

Trial Period and Evaluation

Prior to the implementation of a new extended shift schedule the Hospital will post the proposed schedule rotation at a location it is most likely to come to the attention of employees affected so they can individually evaluate the impact of the schedule. The proposed rotation

shall consist of six (6) consecutive weeks and will be posted at least two four (4) weeks prior to the beginning of the proposed rotation.

If the Hospital and 80% of impacted or affected permanent full time and permanent part-time employees in the work unit mutually agree to implement the proposed extended shift schedule, it shall be implemented for a trial period of twelve (12) weeks. The support of 80% of impacted or affected permanent full time and permanent part-time employee's in the work unit will be confirmed by a signed petition of such employees. The Hospital shall endeavour to assist an employee who has a demonstrated conflict with the extended shift schedule by attempting to adjust the employee's hours.

The schedule rotation will be evaluated by the respective parties no later than four (4) weeks prior to the end of the twelve (12) week trial period.

Continuation
Before the end of the trial period, continuation of the extended shift rotation after the initial trial period will be agreed to by the Union dependent upon employee support for continuation of the new rotation by 80% of impacted or affected permanent the full-time and permanent part- time employees in the work unit. This continued support will be confirmed by a signed petition of the above noted employees.

Discontinuation
Either party may provide written notice of its desire to discontinue an extended shift schedule. Upon receipt of such notice the parties shall meet within thirty (30) days to discuss the reasons for the discontinuance. If, following the meeting the party who has served the notice still wishes to discontinue the schedule, the Hospital shall discontinue the schedule no later than 90 days from the date of the meeting of the parties.

Sick Leave
For employees who work an extended shift schedule, the short term sick leave plan will provide payment for the number of hours of absence according to the extended scheduled shift to a total of 562.5 hours. All other provisions of the existing plan shall apply mutatis mutandis.

Twelve (12) Hour Tours
Daily and Weekly Hours of Work

(i) For employees participating in the extended shift schedule, Article 14.01 Daily and Weekly Hours of Work is amended to read as follows:

The average regular work week will be thirty-seven and one-half (37.5) hours averaged over 6 weeks for a total of two- hundred and twenty-five

(225) hours. The regular work day will be eleven and one quarter (11.25) hours excluding an unpaid meal period.

(ii) The prescheduled work week for part-time and casual employees will not exceed thirty-three and three quarters (33.75) hours per week, and the regular workday will be eleven and one quarter (11.25) hours excluding an unpaid meal period. All authorized hours worked, by part-time and casual employees, in excess of 45 hours per week, shall be treated as overtime.

(iii) The meal period shall be an uninterrupted period except in cases of emergency.

Rest and Meal Periods
Employees working an extended shift of eleven and one quarter (11.25) hours will be provided with a total of 45 minutes of unpaid meal time and a total of 45 minutes of paid rest periods.

Definition of Overtime
Overtime is defined as authorized hours worked in excess of the regular workday or workweek as defined above.

Statutory Holidays
If an employee is required to work on any of the holidays set out in the Local provisions Appendix, the employee shall be paid at the rate of time and one half (1 ½) her regular straight time hourly rate of pay for all hours worked on such holiday subject to Article 16.04. In addition, if the employee qualifies in accordance with Article 16.02, the employee will receive a lieu day off with pay in the amount of the employee's regular straight time hourly rate of pay times the hours worked to a maximum of seven and one-half (7½) hours.

Work Schedule
The sixteen (16) hours referred to in Article L.5.1(b) is amended to twelve (12).

The six (6) consecutive days referred to in Article L.5.1(e) is amended to three (3) consecutive days and not more than four (4) days in a week for full-time employees.

Two Day/Two Night Scheduling
The three consecutive days above may be amended to four consecutive days where the employee works two consecutive days followed by two consecutive nights.

Employees working 2D/2N will receive not less than one weekend off in four. Where an employee works a fourth weekend or portion thereof, he shall be paid as per the provisions of 15.03.

Assignment of Work
The ten (10) pre-scheduled shifts referred to in Article L.5.2(a), (c), and (e) is amended to read seven (7).

Vacation
The five (5) consecutive working days referred to in L.7.4 is amended to read three (3) for extended shifts or four (4) for employees working 2D/2N.

Vacation entitlement provided for in Article 17.01(a) shall be converted on the basis that one week equals thirty-seven and one half (37.5) hours. Vacation payments will be provided based on the number of vacation hours taken.

Pre-existing Extended Shift Schedules
In areas of the Hospital where there are pre-existing extended shift schedules that do not comply with the above, they will continue and will be amended to comply with the above-noted provisions within 120 days following the renewal of the Collective Agreement, failing which the extended shift schedule will be discontinued. Existing practices shall remain in effect during the above-noted period and there shall be no increased costs to the Hospital during this period. The 31 pre-existing extended shift schedules identified in

Appendix_____will continue on a without prejudice basis and will not be subject to the “Pre-existing Extended Shift Schedules” clause.

ARTICLE L.6 – JOB VACANCIES

L.6.1 Posting of Job Vacancies
When the Hospital posts notices of any positions or job vacancies in accordance with Article 9.05, the notices will be posted at the following locations:

Civic Campus: Outside the main cafeteria, at the S level elevator lobby in the Heart Institute building and in the reception area of Human Resources.

General Campus: Outside the main cafeteria.

Riverside Campus: In the hallway in proximity of the cafeteria.

In addition, all job postings will be posted on the Infonet. It is the intent of the Parties to give consideration in the next Collective Agreement to the sole posting of job vacancies by electronic means (i.e. Infonet, Human Resources Information System, TOH Website etc.)

L.6.2 Filling of Vacant Positions

Where during a trial period, a successful applicant voluntarily returns or is returned by the Hospital to his former position, the position will not be re-posted, but will be offered to the next most senior of the original applicants able to meet the normal requirements of the job. The original applicant list will expire sixty (60) days from the date of the commencement of the initial successful candidate in the new position.

Unless otherwise agreed to by the parties, the successful candidate shall be placed in position within forty-five (45) days from the candidate accepting the position.

ARTICLE L.7 – VACATIONS

L.7.1 Vacation Year

For the purpose of vacation entitlement, qualifiers, calculation of payment and scheduling of vacations, the vacation year shall be the period beginning April 1and ending March 31 of the following calendar year.

L.7.2 Vacation Entitlement

Employees are eligible to begin using their vacation entitlement for the vacation year on April 1 of each year. However, the right to the vacation does not vest in the employee until he/she has completed the required period of service.

L.7.3 Vacation Carry Over

Vacations will normally be taken in the vacation year in which they are earned.

Notwithstanding, special requests by an employee to carry over vacations to the following vacation year will not be unreasonably denied.

Employees must request an equivalent period of vacation equal to their entitlement during the vacation year, and failing to do so, their vacations may be scheduled by the Hospital no later than two (2) months following the end of the vacation year in which the vacation entitlement was earned. A request for vacation entitlement submitted by a more senior employee shall supersede the Hospital's right to schedule a less senior employee’s vacation(s) who has failed to request an equivalent period of vacation equal to his entitlement during the vacation year.

L.7.4 Granting of Vacation Requests

Approval of vacation requests for those employees who have requested five (5) consecutive working days’ vacation or more during this period will be granted in order of seniority. After having satisfied such vacation requests to the extent possible, approval of vacation requests of less than

five (5) consecutive working days during the same period will be granted in order of seniority.

Employees will submit their vacation request in advance and the Department Managers or designates will advise the employees of the granting of such requests in accordance with the following time table:

Dec. 15 to Mar. 31	Requested by Oct. 1	Authorized by No. 1
April 1 to June 14	Requested by Jan. 15	Authorized by Feb. 15
June 15 to Sept. 15	Requested by March 1	Authorized by Apr.15
Sept. 16 to Dec. 14	Requested by June 15	Authorized by Aug. 1

Failing application under Article L.7.3, employees must submit vacation requests for a minimum of two (2) weeks in a vacation year, no later than the October 1 request date.

An employee can utilize a combined total number of four (4) weeks between June 15 and September 15. After all requests have been considered/granted, any additional weeks beyond the four will be granted by seniority.

Any vacation used due to operational closures shall not be counted towards the aforementioned four (4) weeks.

Approval of vacation requests submitted after the deadline dates will be granted on a first come, first served basis.

Approval of vacation requests for the period beginning December 23 to January 3 of the following calendar year will be granted subject to the requirements of Article L.5.1(g).

Under extenuating circumstances employees may request to have an approved vacation period rescheduled.

L.7.5 Holidays during Vacation

Where a statutory holiday is on the same day as a scheduled vacation day, the employee shall be paid statutory holiday pay subject to the provisions of Article 16.02. The employee's vacation bank will be credited with the number of statutory holidays that fall on a scheduled vacation day.

ARTICLE L.8 – HEALTH AND SAFETY

L.8.1 Health and Safety

(a) The Hospital and the Union agree that 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:

(b) Recognizing its responsibilities under the applicable legislation, the Hospital agrees to accept as members of its Joint Occupational Health & Safety Committee at each campus/satellite representatives selected or appointed by the Union. The number of such representatives will be in accordance with the terms of reference of such committee.

(c) Such Committee shall identify potential dangers and hazards, institute means of improving health and safety programs and recommend actions to be taken to improve conditions related to safety and health.

(d) The Hospital and the Union agree to cooperate reasonably in providing necessary information to enable the Committee to fulfill its functions.

(e) Meetings shall be held every second month or more frequently at the call of the chair if required. The Committee shall maintain minutes of all meetings and make the same available for review.

(f) Time off for such representative(s) to attend meetings of the Joint Occupational Health and Safety Committee in accordance with the foregoing shall be granted and time so spent attending such meetings shall be deemed to be work time for which the representative(s) shall be paid by the Hospital at his regular or premium rate as may be applicable.

(g) The Union agrees to endeavour to obtain the full cooperation of its membership in the observation of all safety rules and practices.

(h) Pregnant employees may request to be transferred from their current duties if, in the professional opinion of the employee's physician, the pregnancy may be at risk. If such a transfer is not feasible, the pregnant employee, if she so requests, will be granted an unpaid leave of absence before commencement of the maternity leave referred to in Article 12.06.

(i) Where the Hospital identifies high risk areas where employees are exposed to Hepatitis B, the Hospital will provide, at no cost to the employees, a Hepatitis B vaccine.

(j) The Hospital accepts that one CUPE member on each Joint Occupational Health and Safety Committee will be trained as a certified worker under the *Occupational Health and Safety Act* to a maximum of one per campus per year. Any costs associated with the training of a certified worker will be paid by the Hospital, or as may be prescribed pursuant to the *Occupational Health and Safety Act.*

(k) Any representative appointed or selected in accordance with (b) hereof, shall serve for a term length as determined by the Parties. Time off for representatives to perform these duties shall be granted.

A member of a committee is entitled to:

i. One hour or such longer period of time a the committee determines is necessary to prepare for each committee meeting.

ii. Such time as is necessary to attend meetings of the committee.

iii. 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).

iv. 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 regular or premium rate as may be proper." Ref: Occupational Health and Safety Act, Sec. 9 (35).

L.8.2 Infectious Diseases

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)*].

(a) 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.

(b) The Hospital 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.

(c) A worker who is required by his or her employer to wear or use any protective clothing, equipment or device shall be instructed and trained in its care, use and limitations before wearing or using it for the first time and at regular intervals thereafter and the worker shall participate in such instruction and training. Personal protective equipment that is to be provided, worn or used shall be properly used and maintained, be a proper fit, be inspected for damage or deterioration and be stored in a convenient, clean and sanitary location when not in use.
[*O. Reg. 67/93* – Health Care].

(d) 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.

(e) 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.

(f) 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

(g) 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 requirement.

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.

L.8.3 Workplace 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 behavior 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 the workplaces, which shall include the adoption of the following mandatory provisions:

1. The Hospital will ensure that employees are properly advised in advance if they are required to interact with patients who the Hospital is aware have exhibited violent behavior previously or who could otherwise reasonably be considered to pose a danger of exhibiting violent behavior.

2. The Hospital shall give due consideration to whether, in light of all the relevant circumstances, it is appropriate that an employee interacts with a known violent patient alone.

3. The Hospital shall notify the Union without undue delay of any incident of any 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:

a) Electronic and visual flagging.

b) Properly trained security who can de-escalate, immobilized and

detained/restrain.

c) Appropriate personal alarms.

d) Organizational wide risk assessments assessing environment risk from patient population, acuity, communication, workflow and individual client assessments; and

e) Training in de-escalation, “break free,” and safe immobilization/detainment/restraint.

L.8.4 Workplace Harassment & Sexual Harassment

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.

(b) Workplace sexual harassment:

1. 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,

2. 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).

L8.5 Refusing Unsafe Work

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).

ARTICLE L.9 – CONDITIONS OF EMPLOYMENT

L.9.1 Conditions of Employment

(a) The nature of Hospital care is such that at times it may be necessary for an employee to perform work not normally required in his/her job and therefore, the requirements of the moment may determine the type of work to be performed.

(b) All employees failing to take a medical examination or x-ray examination at the request of the Hospital, or to undergo vaccination, inoculation and other clinical procedures when required may be dismissed from the service of the Hospital. The Hospital will bear the expense of such examination or procedure providing designated Hospital staff and facilities are utilized. The words "other clinical procedures" refer to those covered by the Public Hospitals Act.

(c) All employees shall notify the Human Resources Department on the form provided for this purpose, of change in name, address, telephone number, next of kin, marital status or any change in the number of dependents. Notification shall be made as soon as the change becomes known.

(d) Any employee requiring a license, registration or certification as a requirement of their position, will be responsible for maintaining this as current, and employees are responsible for this cost. Where required by the Hospital, employees shall provide verification of the above. Failure to do so will result in immediate suspension without pay for a period of sixty (60) days during which the employee may provide proof of registration and be reinstated to active duty. Failure to provide proof shall result in the termination of his/her employment.

ARTICLE L.10 – UNIFORMS/TOOLS/PROTECTIVE FOOTWEAR

L.10.1 Uniforms

The Hospital shall provide seven (7) uniforms for all employees who are employed in Engineering & Operations.

The Hospital shall provide five (5) uniforms for full-time employees employed in the following departments: Nutrition Services, Housekeeping Services, Logistical Services, Nursing except for RPN's, Non-Urgent Transportation Workers and Dark Room Technicians.

For each part-time employee including casual employees employed in the above departments, the Hospital shall provide a minimum of two (2) uniforms. Additional uniforms shall be provided at the discretion of the

Hospital based upon the employees' average hours of work. Employees shall not be unreasonably denied additional uniforms.

It is understood that the above does not include office/clerical employees.

The Hospital shall provide a replacement uniform to an employee when it is damaged or becomes worn out from use such that the number of uniforms provided to employees as described above is maintained.

Employees will be required to return uniforms in their possession upon termination of employment.

L.10.2 Accommodation

The Hospital shall provide suitable accommodation for employees to change and store their clothing.

L.10.3 Tools

The Hospital shall provide all tools and equipment to employees required to perform their work and replace damaged or worn tools as may be required.

The Hospital shall provide the necessary communication hardware for an employee who is required to remain on standby.

L.10.4 Wash up Time

Employees engaged in engineering and the trades classifications shall continue to enjoy the existing wash up practices.

L.10.5 Protective Footwear

The Hospital shall provide, based on departmental requirements, protective footwear to employees to a maximum of:

Full-time employees	$160 yearly
Part-time employees	$160 yearly

or

Full-time employees	$320 bi-yearly
Part-time employees	$320 bi-yearly

For greater clarity, the choice of whether to receive protective footwear every year ($160) or every two years ($320), is at the sole discretion of the Employee.

This payment shall be payable April 1st, on the year payable, upon proof of payment. It is understood that the footwear is for work use only, and will be replaced, if damaged or worn during its use.

ARTICLE L.11 – SICK LEAVE AND DISABILITY

L.11.1 Sick Leave and Disability

(a) The employee must inform the Employer of his illness according to the specified notice period, absolute incapacity excepted and upon his return to work, he must report to the Occupational Health and Safety Department if requested to do so by his immediate supervisor. The notice period for the employee is as soon as is practicable, but no later than two hours prior to the beginning of his regular shift understanding there may be extenuating circumstances which may cause a shorter notice. The Employer shall be entitled to request a medical certificate from the employee's consulting doctor.

(b) The Employer reserves the right to require satisfactory proof of illness from the employees' consulting doctor for those employees exhibiting a clear pattern of habitual sick leave usage.

(c) Employees sent by their Supervisor to the Hospital's Emergency Service or Occupational Health Service Department to determine whether or not they are able to continue working shall not be charged for this service.

(d) Where an employee has medical proof from his attending physician that he is unable to do the work required of his regular job classification due to disablement caused by sickness or accident, and that such is confirmed by Occupational Health Services, he shall be assigned to a classification of work that he is capable of doing, provided a vacant position is available, in which case he will be paid the rate of the classification to which he is assigned. The posting for such vacant position will be waived in these special cases. If no vacant position exists in a job classification that the employee is capable of doing, the Hospital may use other options for which the employee qualifies, such as long term disability or WSIB benefits.

L.11.2 Medical Care Leave

Employees shall make every effort to schedule medical care appointments outside scheduled hours of work. In the event this is not possible, employees shall make every effort to minimize their absence from work by scheduling their appointments as close as possible to the beginning or end of their scheduled shift. Employees may use their short-term sick leave entitlement in order to engage in personal preventive medical health and dental care. Permission will not be unreasonably withheld provided adequate notice is given and operational requirements are met. On request, employees will be required to provide proof of attendance for the preventative medical or dental care concerned.

L.11.3 Cumulative Sick Leave

(a) Any regular part-time employee described in Article 18.04 (b) or (c) will accumulate and continue to accumulate sick leave credits on the basis of one and one-half (1 ½) days per month prorated to hours worked in addition to existing sick leave to their credit and will continue to accumulate sick leave credits for as long as they maintain their permanent status in their current position. Notwithstanding, if such an employee is displaced from his current position, he shall have the option of continuing to be grandparented with the entitlements under this and other related provisions. Notwithstanding any provision to the contrary, Articles 13.01 (c) (4), 13.01 (h), 13.03 and L.11.4 as herein amended shall apply to all employees described in this paragraph.

(b) Notwithstanding any provision to the contrary, when an employee who has sick leave to his credit transfers or is transferred from another status to
full-time status on a permanent basis, Article 13.01 and L.11.4 as herein amended shall apply to such employee(s).

(c) Except as provided in paragraph (b) above and notwithstanding any other provision to the contrary, when an employee described in paragraph (a) above transfers from one status or position to another an employee's existing sick leave credits shall be converted to a sick leave bank to the credit of the employee. Notwithstanding any provision to the contrary, Articles 13.01(c) (4) and L.11.4 as herein amended shall apply to such employee(s).

All references to Article 13.01 is intended to be a reference to provisions in the expiring Collective Agreements if any, or to what may be otherwise agreed to between the parties or awarded by an Interest Arbitration Board.

(d) No employee shall lose existing sick leave credits as a result of the permanent or temporary transfer from one status or position to another.

L.11.4 Cumulative Sick Leave Payout on Retirement, Termination, or Death

This provision shall apply for those employees who have cumulative sick leave to their credit, but is not applicable when a bargaining unit employee covered by the former CUPE Local 576 Collective Agreement as of the date of ratification or award of this Agreement is terminated for just cause.

(a) Upon the completion of five (5) but less than ten (10) years' service an employee upon the termination of employment shall be paid 50% of the unused portion of his sick leave credit. Payment shall be at the rate of pay earned at the time of termination and shall not exceed sixty (60) working days.

(b) Upon the completion of ten (10) but less than fifteen (15) years' service, an employee upon termination of his employment shall be paid 50% of the unused portion of his sick leave credit. Payment shall be at the rate of pay earned at the time of termination and shall not exceed 120 working days.

(c) Upon the completion of fifteen (15) years' service, an employee upon termination of his employment shall be paid 50% of the unused portion of his sick leave credit. Payment shall be at the rate of pay earned at the time of termination and shall not exceed 180 working days.

(d) Upon the death of an employee, the estate shall be entitled to payment as outlined in clauses (a), (b) and (c).

(e) Permanent employees on retiring in accordance with existing regulations shall be entitled to retirement leave to the extent of sick leave at their credit, up to a maximum of 180 working days. Retirement leave may be taken in the form of an equivalent cash out taken upon retirement or it may be taken in the form of paid leave to be taken immediately prior to the date of retirement.

ARTICLE L.12 – WORKERS' COMPENSATION

L.12.1 Worker's Compensation/Modified Work

The Hospital will notify the Local Union President with the names of all CUPE members who go off work due to a work-related injury and access to all Safety Learning System (SLS) reports. The Hospital will provide to the Union on a monthly basis, a list of all CUPE members who are on LTD - and those members change of definition date, and a list of all CUPE members on WSIB – and their injury date. In addition, modified work/accommodation shall be provided to the Union.

The Hospital agrees to provide the employee with a copy of Workplace Safety and Insurance Board Form 7 at the same time it is sent to the

WSIB.

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

L.12.2

The Hospital agrees to establish regular meetings at prearranged dates and times occurring at employees' home campuses for the purposes of discussing the circumstances surrounding the employee's return to suitable work when it has been medically determined that an employee is unable to return to the full duties of his or her position because of disability. The meetings shall include representatives of the Local Union together with the employee. The meetings shall be so arranged as to ensure that the reviews occur on a timely basis for each employee.

ARTICLE L.13 – RPN SKILL UTILIZATION

L.13.1 RPN Skill Utilization

The Hospital undertakes to encourage Registered Practical Nurses (RPN's) to upgrade their skills to the present level of those being acquired by graduating RPN's. Further, the Hospital will, where practicable, encourage and 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 course materials.

ARTICLE L.14 – PARKING

L.14.1 Parking Privileges

The Hospital agrees to provide pro-rated refunds to employees on vacation or other authorized leaves of thirty (30) consecutive days or more provided that the employee makes application in writing to the Hospital.

Employees who exercise this right will continue to enjoy parking privileges in the same parking area designated for their use upon their return to work.

Employees who are on vacation or authorized leaves of absence of less than thirty (30) consecutive days, may assign their parking pass and parking privilege during the period of their absence to another employee with whom they usually commute provided that the employee makes

application in writing to the Hospital at least two weeks in advance.

L.14.2 Union Parking Passes

The Hospital shall provide three (3) parking passes to the Local Union at the Employee rate which use shall be limited to three (3) parking spaces at any given time by Local Union representatives. The Hospital will bill the Union on a monthly basis and the Union will reimburse the Hospital within thirty (30) days of being billed.

ARTICLE L.15 – STATIONARY AND OPERATING ENGINEERS

L.15.1 Civic Campus and General Campus

This Article applies to shift workers assigned to Boiler Room operations at all campuses and does not apply to other CUPE Local 4000 members. All provisions of the Collective Agreement shall apply except where explicitly modified in this Article. The modified provisions of this Article shall prevail over other provisions of the Collective Agreement.

The assignment of personnel shall be governed by the *Operating Engineers Act*.

Where standby is deemed necessary, it shall be governed by Article 15.07.

All work performed in accordance with the 12 and 8 hour shift Master Schedule shall be paid at the straight time hourly rate of pay.

The frequency of all breaks and meal periods shall be governed by Article 14.01, 14.02, 14.03, and L.5.8. – Rest and Meal Periods; but all such breaks and meal periods shall be paid.

Notwithstanding the General Campus; subject to overtime provisions, any time worked within the 12-hours schedule on any statutory holidays shall be paid for at the rate of time and one-half for the hours worked in addition to 8 hours for the statutory holiday.

All work performed in excess of a 12 or 8 hour shift in the Master Schedule or in excess of eighty-four (84) hours in a two week pay period shall be paid at the overtime rate.

For greater clarity:

- Exchange of Shifts shall be governed by Article L.5.6.
- All work in excess of 12 hours on any shift shall be paid at the overtime rate.

For the General Campus:

For the purpose of replacing absent workers:

(a) Bb will replace BCC for vacations, union leave, bereavement leave, sick leave and parental leave.

(b) BEO(m) and BEO(t) will replace Bb when latter is called to replace BCC or on holidays.

BEO(r) will replace:
(a) Bb when BEO(m) or BEO(t) are on vacation
(b) BCC when Bb is on vacation or Bb cannot replace BCC because of overlapping shifts.

(c) BCC for 8 hour relief shifts on Wednesdays

Replacing a BCC in the event of a one day sickness the order of call back will be:
(a) Off duty BCC's
(b) Off duty BEO

Replacing a BCC on Wednesday 07:00 to 15:00 shift the order of call back will be:
(a) BCC(D) Thursday
(b) BCC(n) Thursday
(c) BCC(e) Wednesday (16 hours)

Replacing a BEO in the event of a one day sickness the order of call back will be:
(a) The most senior BEO scheduled on that day on maintenance to replace the entire shift
(b) The most senior BEO not scheduled to work that day
(c) The most senior BCC not scheduled to work that day

No more than two employees unless operational requirements allow a greater number employed as BCC or BEO may be on vacation at a given time. In the event of a layoff, BCC's may displace BEO's with less bargaining- unit-wide seniority and BEO's may displace BCC's with less bargaining- unit-wide seniority.

An employee required to work on a statutory holiday shall receive two and one-half (2½) times his regular straight time hourly rate for all regular hours worked on that day. If the employee is required to work additional hours following his full shift on that day, or called back to work on an overtime basis, the employee shall receive three (3) times his regular straight time hourly rate for such additional hours worked on the statutory holiday. The difference between the number of regular hours worked on the statutory holiday and the lieu day equivalent will be paid at his straight hourly rate.

L.15.2 Riverside Campus

This Article applies to shift workers assigned to Boiler Room operations at the Riverside Campus only and does not apply to other CUPE Local 4000 members. The provisions of this Article shall prevail over other provisions of the Collective Agreement.

The assignment of personnel shall be governed by the Operating Engineers Act.

The Master Schedule shall be as per Appendix “C”.

L.15.3 Employment in Plant Operations and Maintenance

Due to the type of work carried out, bargaining unit employees employed in Plant Operations and Maintenance shall be employed either on a full-time or casual basis. This arrangement excludes stationary engineers.

The Employer may assign bargaining unit employees to work at the various campuses of the Hospital. A multi-site workforce allows the Employer to create contracting in of maintenance work being performed by contractors when it is practicable and cost effective.

ARTICLE L.16 – ELECTIONS

L.16.1 Provincial Elections

On the occasion of a Provincial election, employees qualified to vote will be entitled to time off without loss of salary as specified in the applicable legislation.

ARTICLE L.17 – COMPENSATION

L.17.1 Annual Increments

Subject to other provisions of the Collective Agreement, annual increments will become effective the first day following completion of one full year of service from the employee’s date of employment or from the employee’s last annual increment.

L.17.2 Pay Day

The Hospital shall pay all bargaining unit employees by direct bank deposit to the banking institution of the employee’s choice. All employees will provide a void cheque to the Hospital for this purpose.

The Hospital will follow a bi-weekly payment calendar Sunday to Saturday. If for business reasons the calendar should require alterations the Hospital will give ninety (90) days notice to the Union.

Except in circumstances where an employee has failed to provide the Hospital with their updated banking information, in the event of a global banking institution malfunction (no fault of the employee or Hospital) the two parties will make every effort working with their respective banking institution to resolve the issue within two (2) business days. In the event of a singular banking malfunction the employee must resolve with their

bank directly.

The Hospital will ensure that the necessary lead times are met to ensure banking transfers occur on the Friday pay date for monies owing to them arising from their employment for the fourteen (14) calendar day period ending at midnight on the previous Saturday. Should an error attributable to the Employer occur of four (4) hours or more of regular straight time, it will be rectified within three (3) working days after the employee notifies the employer of the error. Every effort will be made to capture shift changes, additions and deletions after pay cut off on the current pay and will be paid no later than one pay following.

In the event of a payroll error resulting in overpayment, the Employer will recover the entire overpayment from the Employee through the payroll deductions beginning no later than the pay period following the discovery of the overpayment.

L.17.3 Payment on Severance

Employees severing employment with the Hospital shall be paid all monies owing to them arising from their employment on the pay day of the pay period which encompasses their last day of work. Vacation entitlement utilized but not vested in the employee at the time of termination will be deducted from his final pay.

Subject to the applicable legislation, employees are entitled to arrange in advance for the transfer of severance monies into an RRSP or salary continuation up to the extent of the monies owing.

Hospital uniforms, keys, employee identification card and other Hospital property in the possession of an employee must be returned to the Hospital prior to the above mentioned payday. Failure to do so will result in the replacement value of such articles being deducted from the employee’s pay.

L.17.4 Pay Stubs

The day prior to pay day, the Employer shall issue to each bargaining unit employee a pay stub with a detailed description of all monies paid and deductions. The employee’s S.I.N. number and bank account or branch numbers shall not appear on the pay stubs.

L.17.5 Change in Compensation

Subject to other provisions, all changes in salary, whether as a result of promotion, demotion, reclassification, attainment of a service anniversary or a general increase shall become effective at the start of the next pay period following such occurrence and shall be retroactive to the date of the occurrence.

L.17.6 Standby/Transportation
(applies to full-time and regular part-time employees only)

When an employee is called into work while on standby, the Hospital will pay transportation costs either by taxi or by his own vehicle, as per the Hospital's Travel policy. Where the employee claims reimbursement for taxi fare the employee will provide the Hospital proof of payment of such fare.

ARTICLE L.18 – HOLIDAYS

L.18.1 Paid Holidays
The twelve (12) paid holidays referred to in Article 16.01 are as set out below:

New Year's Day	Civic Holiday
Family Day	Labour Day
Good Friday	Remembrance Day
Easter Monday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day (July 1st)*	Boxing Day

*It is understood that in cases where a date other than July 1st is observed as the Canada Day holiday under the federal *Holidays Act*, Parties have agreed to maintain July 1st as the statutory holiday, and it is on this day that the premium rate would apply.

A lieu day off with pay pursuant to Article 16.03 will be taken at a time mutually agreed upon between the employee and the Hospital. The employee's request to take a lieu day off with pay on a day of his choice shall not be unreasonably denied. Lieu days off with pay not taken prior to the end of the fiscal year in which the statutory holiday occurred will be paid by the Hospital to the employee on the last pay day of the fiscal year.

Notwithstanding the preceding, an employee may take lieu days off with pay for Good Friday and Easter Monday after the end of the fiscal year but no later than forty-five (45) days after Easter Monday.

L.18.2 Holiday Pay Regular Part-Time
Notwithstanding any provision to the contrary, a regular part-time employee described in Article 18.04 (b) and (c) shall enjoy the entitlements under Articles 16.01, 16.02 and 16.03 as herein amended for as long as they maintain their permanent status in their current position.

Notwithstanding, if such an employee is displaced from his current position, he shall have the option of continuing to be grandparented with the entitlements under this and other related provisions.

A regular part-time employee described in Article 18.04 (b) and (c) who qualifies under 16.02 will receive payment as follows:

(a) if the employee works on the holiday - payment as per 16.03;

(b) if the employee is regularly scheduled to work on the holiday but does not work - his regular working hours for the day.

(c) if the employee is not regularly scheduled to work on the holiday and does not work - a prorate of regular full time hours.

ARTICLE L.19 – PATIENT ESCORT OR TRANSFER

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

(a)

(i) Where a full-time RPN or Orderly/PCA performs such duties during her or his regular shift, the full-time RPN or Orderly/PCA shall be paid her or his regular rate of pay. Where a full-time RPN or Orderly/PCA performs such duties outside her or his regular shift or on a day off, she or he shall be paid the appropriate overtime rate.

(ii) Where a part-time RPN or Orderly/PCA performs such duties during an assigned shift, she or he shall be paid her or his regular rate of pay. Where a part-time RPN or Orderly/PCA continues to perform such duties in excess of her or his assigned shift, she or he shall be paid the appropriate overtime rate.

(b) Where such duties extend beyond the RPN or Orderly/PCA's regular shift, the Hospital will not require the RPN or Orderly/PCA to return to regular duties at the hospital without at least eight (8) hours of time off. Where such time off extends into the RPN or Orderly/PCA's next regularly scheduled shift she or he will maintain her or his regular earnings for that full shift.

(c) Hours spent between the time the RPN or Orderly/PCA is relieved of patient care responsibilities and the time the RPN or Orderly/PCA returns to the hospital or to such other location agreed upon between the Hospital and the RPN or Orderly/PCA will be paid at straight time or at appropriate overtime rates, if applicable under Article 15.02. It is understood that the RPN or Orderly/PCA shall return to the hospital or to such other location agreed upon between the Hospital and the RPN or Orderly/PCA at the earliest opportunity. Prior to the RPN or

Orderly/PCA's departure on escort duty, or at such other time as may be mutually agreed upon between the Hospital and the RPN or Orderly/PCA, the Hospital will establish with the RPN or Orderly/PCA arrangements for return travel.

(d) The RPN or Orderly/PCA shall be reimbursed for reasonable out of pocket expenses including room, board and return transportation as per the Hospital's Travel policy. Where the employee claims reimbursement for taxi fare the employee will provide the Hospital proof of payment of such fare.

Signed electronically by the parties.

FOR THE HOSPITAL	**FOR THE UNION**
Charlotte Castonguay Director, Safe Workplace, Labour Relations and Conflict Resolution	Robert Gauthier, CUPE Local 4000 President
Ronald Drummon, Executive Director, Capital Projects and Facilities Management	Pascal Lavigne, CUPE Local 4000 1st Vice-President
Tyler Parsons, Lead, Labour and Employee Relations	Zakiah Atwy, CUPE Local 4000, Secretary-Treasurer
Kolan Gilmour, Director Emergency and Trauma Care Operations	Andrew Skinner, CUPE Local 4000, Executive Lead Steward
Michael LeJeune, Director, Clinical Support Services, Employee Scheduling	Luc Anderson, CUPE Local 4000, 2nd Vice-President Civic Campus
Hoida Zakaria, Manager, Compensation and Benefits	Sam Kombargi, CUPE Local 4000, 2nd Vice-President General Campus
Patrick Dusabimana, Manager Outpatient Care	Barry Gilchrist, CUPE Local 4000, 2nd Vice-President Riverside Campus
Joanne Bouchard Brear, Specialist, Quality HR and Payroll	Brent Post, CUPE Local 4000, Director General Campus

Nathalie Frappier, Manager, Procurement Operations

Neil Hiller, CUPE Local 4000, Director General Campus

Melissa Perks, Manager, CTU Medicine Representative

Adam Cotsman, CUPE National

Elizabeth Cronin, Analyst, Labour and Employee Relations

c/cope491
June 17, 2026

LETTER OF UNDERSTANDING #4

Re: Grand-parenting Part-time Hours

The parties agree to grandparent the employees defined under Article 2.03 who posted into or otherwise contracted into a predetermined work schedule which exceeds the definition in Article 14.01(b) of the Collective Agreement prior to April 1, 1999.

LETTER OF UNDERSTANDING #5

Re: Telework

The parties agree that Letters of Understanding with respect to Telework in effect as of the date of ratification of this agreement will continue to be in effect during the term of this Collective Agreement and the Parties will continue to discuss the Telework model for members.

LETTER OF UNDERSTANDING #6

Re: Extended Shifts

The parties hereto agree that extended shifts of less than eleven and one-quarter (11.25) hours in effect as of September 12th 2003 are grand-parented and further agree that no new extended shifts of less than eleven and one-quarter (11.25) hours will be introduced.

LETTER OF UNDERSTANDING #8

Re: Orientation or Training Period

During an orientation or training period which exceeds thirty (30) hours per week, a part- time employee including a casual employee will maintain his status, however, for the purpose of Article 14.01 he shall be deemed to be a full-time employee. It is understood that during an orientation or training period the employee being trained or orientated shall normally be in addition to the normal complement of employees and usually accompany another employee who normally performs the work.

LETTER OF UNDERSTANDING #9

Re: Master Schedule

It is recognized that The Ottawa Hospital is a dynamic, complex, ever-changing health care environment. Therefore, it is agreed and understood that the Hospital may, for operational reasons alter the Master Schedule.
It is acknowledged by the parties that the Hospital has in the past and will

continue in the future to change the schedule in accordance with its current and existing practices, specifically in the following instances: vacation, sick leave, other leaves of absence, the Employer's duty to accommodate, temporary transfers/reassignments, or training.

Where the Employer requires to change the master schedules for operational reasons other than those based on current/existing practices, it will consult with the Union as far in advance as possible. Notwithstanding that the provisions of Article L.15 shall prevail over other provisions of the Collective Agreement, the Collective Agreement shall apply to any proposed changes to the Master Schedules.

LETTER OF UNDERSTANDING #10

Re: Scheduling Committee

The parties agree to create and implement a scheduling committee to review and discuss any scheduling issues of mutual concern to the Hospital or the Union, and to ensure the needs of various areas of the Hospital are met.

The parties further agree that when deemed appropriate by both the Union and the Hospital, the parties will develop joint communications/guides to be sent to areas that require clarification and guidance on scheduling issues.

The Committee will be comprised of a maximum of three (3) representatives from each party and shall meet as needed at a time and place mutually satisfactory. Notwithstanding the above, each party may request to include the subject matter experts who directly pertain to an area of concern.

A request for a meeting will be made in writing no less than two (2) weeks prior to the date proposed and shall be accompanied by an agenda of matters to be discussed.

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

LETTER OF UNDERSTANDING #11

Re: Violence in the Workplace

The parties agree that a safe workplace, free of violence and harassment, is a fundamental principle of a healthy workplace. Commitment to a healthy workplace requires a high degree of cooperation between the employer, employees, physicians and the Union. Employees should feel empowered to report incidents of disruptive behaviour, including physician 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 below:

1. Workplace Violence as defined in the Hospital's *Violence and*

Harassment in the Workplace policy NO. 00245 (Formerly ADM VI 210) is a follows: “The exercise of physical force by a person against a worker (or other staff member), in a workplace, that causes or could cause physical injury to the worker (or other staff member); an attempt to exercise physical force against a worker (or other staff member), in the workplace, that could cause physical injury to the worker (or other staff member); a statement or behaviour that is reasonable for a worker (or other staff member) to interpret as a threat to exercise physical force against the worker (or other staff member); in a workplace, that could cause physical injury to the worker (or other staff member).”

2. The Hospital agrees to develop formalize policies and procedures in consultation with the Joint Health and Safety Committee to deal with workplace violence. The policy will address the prevention of violence and the management of violent situations and support to employees who have faced workplace violence. These policies and procedures shall be communicated to all employees.

3. In dealing with complaints, the Hospital shall ensure that the process is fair for all.

4. In dealing with physician conduct, the Hospital may incorporate recommendations from the Guidebook for Managing Disruptive Physician Behaviour, College of Physician and Surgeons of Ontario and Ontario Hospital Association, issued April 2008, or more recent editions as may be released.

5. The Hospital will, at a minimum, review with the Joint Health and Safety Committee all incidents of violence that result in an employee being disabled from their usual work or requiring medical attention and that occurred while the employee was performing work. The Hospital shall provide written notice of these incidents to the Union and the JHSC within four days of the occurrence.

6. The Hospital agrees to provide training and information on the prevention of violence to all employees who come into contact with potentially aggressive persons.

LETTER OF UNDERSTANDING #12

Re: Implementation of Electronic Services and Cessation of Paper Services

The Employer agrees to provide a room at each of the General, Civic and Riverside sites for the exclusive use by CUPE 4000 members to access computer terminals. There will be at least three terminals and one printer in each room as well as a telephone to access the help desk and instructions for use of the Human Resources Information System (HRIS) and my TOH system. The rooms will be

available for access by CUPE 4000 members twenty-four hours per day seven days per week. In the event of a dispute about whether the Hospital has properly fulfilled its obligations under this paragraph, Arbitrator Keller may be asked to take a view and issue an immediate decision, before the implementation of electronic services take effect.

Effective the later of October 1, 2015 or when the above-noted computer rooms are ready for use the provision of paper services under the Collective Agreement will cease and electronic services will be implemented in the following areas:

Article 9.05 - Job Postings and Applications for Job Postings

All job postings will be posted electronically and available on the Hospital's HRIS. Such electronic postings will remain posted as per Article 9.05. Posting of paper job postings on bulletin boards at the locations identified under Article L.6.1 will cease effective the date of implementation of electronic services.

All applications for vacancies shall be submitted electronically through the HRIS. Effective the date of implementation of electronic services, submission of paper job applications will no longer be accepted.

The Hospital undertakes to familiarize employees with electronic job posting prior to its implementation. The Hospital further undertakes to provide any necessary assistance to employees who so request in order that the employees may be fully aware of available positions and be able to submit an electronic application.

Name of Successful Candidate, List of Vacancies Filled in the Preceding Month and Names of Successful Applicants

Effective the date of implementation of electronic services, the name of the successful candidate, list of vacancies filled in the preceding month and name of successful applicants will be posted electronically on HRIS. Posting of this information in paper format will cease on the implementation date.

Article L.4.9 Posting of Seniority List

Effective date of implementation of electronic services, the Hospital will cease placing a paper copy of the seniority list in the locations identified under Article L.4.9. The Hospital will provide the Union with an electronic seniority list twice per year, in the first week of April and October of each year. The aforementioned electronic seniority lists will be posted by the Hospital on the HRIS.

The list shall be in order of bargaining unit wide seniority and shall include the name of the employees, their seniority expressed in years to the third decimal point, their status (i.e. full-time, regular part-time, casual, or temporary), their job classification title, department/work unit/sector and campus at which they are employed, and the effective date upon which the seniority list was updated.

Article L.17.4 Pay Stubs

Effective date of implementation of electronic services, the Employer will make available to each bargaining unit employee an electronic pay stub accessible through the Employee Self Service in the HRIS. The electronic pay stub will provide a detailed description of all monies paid and deductions. The employee's S.I.N. and bank account or branch numbers shall not appear on the pay stubs.

It is understood that the provision of paper pay stubs shall cease on date of implementation of electronic services.

LETTER OF UNDERSTANDING #13

Re: Hospital Support Aides

The parties agree that should the Hospital Support Aide positions be re-introduced in the future that Canadian Union of Public Employees and it's Local 4000 shall be their bargaining agent. If this occurs, the parties will meet to discuss the implementation as soon as practicable.

LETTER OF UNDERSTANDING #14

Re: Optimal Staffing Composition

The parties agree that periodic review of the composition of full-time, regular part-time, and casual staff ensures the optimization of the hospital workforce and may support quality work environments, support continuity of patient care, ensure adequate staffing resources, and support cost-efficiency.

Such reviews should reflect the recruitment and retention considerations of the internal and external workforce, including the desire for stability and flexibility while ensuring service stability for patients in a 24/7 environment. It is also understood that such reviews occur at a point in time, and the optimal composition of full-time, regular part-time, and casual staff for a unit/department may change over time.

To this end, the parties agree to meet annually to discuss departments/units that would benefit from a review of the optimal composition of full-time, regular part-time, and casual staff.

In order to conduct the review, the parties may review the following information for these departments/units:

- Overtime hours,
- Hours worked by casual staff,
- Hours worked by regular part-time staff above their commitment as per the

local appendix of the collective agreement.
- Recruitment and retention data,
- Job postings,
- Hours worked by agency staff
- Work Schedules

Where appropriate, if there are hours identified above that are consistent and recurring, they may be used to add or create full-time or regular part-time positions.

LETTER OF UNDERSTANDING #15

Re: Artificial Intelligence

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1. Before implementing any AI system that could impact employment, the Hospital shall discuss it with the Union at the Labour Management Meeting. These discussions shall include the privacy safeguards utilized with AI, including those who have access to the information, the purpose of collection, and intended use of information.

2. In accordance with the current collective agreement requirements, any applicable policies shall be shared with the union for their consultation and feedback.

3. The Hospital agrees that all performance-related decisions affecting employees shall remain the responsibility of identifiable management officials and shall not be delegated or determined by AI systems.

LETTER OF UNDERSTANDING #16
Re: L.4.16 Paid Union Leave

The number of Local Union Executive members that shall be granted paid leave of absence, in accordance with Article L.4.16 Paid Union Leave, shall continue to be increased from three (3) to four (4), from the period of July 1, 2026, for the term of the Collective Agreement.

LETTER OF UNDERSTANDING
between
THE OTTAWA HOSPITAL
("The Employer")
and
THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4000 ("The Union")
Re: Parking

This language is intended to supplement Article L.14.1 Parking Privileges.
Parking Privileges
The parties have agreed that members of CUPE shall be granted access to Hospital parking spaces on an equal footing with other Hospital employees.

Where an employee is transferred to a different work site through the redeployment or an accommodation process, the employer will endeavour to ensure the employee has access to parking at the new site comparable to the former site.

Employee's who held a full time or part time parking pass, and who transfer to working in a telework or hybrid working arrangement, can change their parking pass to a "hybrid working pass". Should these employees return to work on site, they can change their pass back to a full time or part time pass. The Hospital will endeavor to assign staff to the same parking lot they were assigned to prior to the telework or hybrid work arrangement being implemented.

In special circumstances, the parties may agree to a joint written submission that will be presented to senior management requesting that an Employee be given priority for parking assignments. Such request will not be unreasonably denied.

LETTER OF UNDERSTANDING

Between

THE OTTAWA HOSPITAL
("The Employer")

And

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4000 ("The Union")

Re: Sitters

WHEREAS the parties agree that the role of a "Sitter" falls within the recognition clause of the CUPE 4000 bargaining unit and shall be added to clause L.3.1;

AND WHEREAS the Employer is currently exploring options to provide patient support utilizing staff employed directly by the Employer;

AND WHEREAS the parties acknowledge that the role must be operationally efficient and successful in providing a flexible and adaptive mechanism for dealing with fluctuations in patient demands;

NOW THEREFORE the parties herein agree to the following terms:

1. Should the Employer create a "Sitter" role, the job description, classification and rate of pay shall be determined through the Joint Job Evaluation Committee Process.

2. The Parties agree that the purpose of the internal "Sitter" role is to address temporary, short-term and unplanned patient needs. The determination of the appropriate resource and subsequent assignment to address individual clinical care provision shall rest solely with the Employer.

3. All postings will include the information required by Article 9.05 with the exception of the work location, which will state the Campus across which the position may be assigned.

4. For the purpose of vacation, leaves of absence, layoff or any other seniority or service entitlement under the Collective Agreement, each "Sitter" Team shall be treated as its own team.

5. The Parties agree that these positions may follow an optimized schedule comprised of Extended Shifts as per article L.5.8 Extended Shifts of the Collective Agreement.

6. The Manager responsible for the Sitter Team will determine the protocol for reporting to work and shift assignment.
7. It is understood that on the rare occasion where a Sitter Team employee attends work and there is no required assignment, they may be assigned as an above complement

employee to a department of the Employer's choosing. The Parties' rights and obligations, should the Employer choose to send a Sitter Team employee home for one or more shifts, shall be governed by the Collective Agreement.

8. This agreement is made without prejudice to the position that the parties may adopt in the same or similar circumstances and does not constitute a precedent.

MEMORANDUM OF AGREEMENT (Service Excellence)
between
The Ottawa Hospital (The Hospital)
-and-
CUPE 4000(The Union)

This Memorandum of Agreement outlines the commitment of The Ottawa Hospital and CUPE 4000 to work together to provide World Class Patient Care in the spirit of Service Excellence.

Service Excellence is creating a work environment wherein TOH is:

1. The best place to receive patient care
2. The best place to work

It is understood that we will work together to provide the best patient care by working on initiatives that achieve Service Excellence through people and organizational development.

We also agree to develop a plan and a framework on how we will work together on Service Excellence by June 30, 2010.

As our culture of Service Excellence evolves we will be working together on the following areas:

- Leader Development and Evaluation
- Patient Experience
- Standards of Behaviour
- Workplace of Choice
- Physician Collaboration
- Communications
- Clinical Transformation
- Tactics

For example, initiatives may include but are not limited to:

- Engagement
- Training and Development
- Values and Conduct
- Performance Management
- Work/Life Balance

- Operational Improvement
- Standards of Behaviour
- Selection and Recruitment of New Employees
- Attendance
- Workload Assessment
- Patient Focused Care
- Recognition

This Agreement has been prepared on the basis that this arrangement will retain management rights and the union's right to represent employees of CUPE Local 4000.

This Agreement is entered into on a without prejudice or precedent basis and shall not be referred to in any other proceedings whatsoever.

MEMORANDUM OF AGREEMENT (Catering)

between

The Ottawa Hospital
and
Canadian Union of Public Employees, Local 4000

Whereas the parties are committed to maintaining the profitability of the Hospital's External Catering Services by ensuring its competitiveness in the marketplace;

Whereas the parties signed a Memorandum of Agreement with respect to External Catering Services on March 10, 1998;

Whereas the parties renewed the Memorandum of Agreement with respect to External Catering Services on December 16, 2003;

Whereas the parties signed a Memorandum of Agreement on November 10, 2004 with respect to converting two employees of External Catering Services to full-time status;

Whereas the parties wish to sign a renewal agreement to govern the conditions of employment of all CUPE 4000 bargaining unit employees working within External Catering Services;

Therefore the parties hereby agree to the following terms:

1. External Catering Services includes all catering activities where such contracted work is paid by the client and thus is not charged to the Hospital's operating budget.

2. The bargaining unit classifications within External Catering Services include the following:

   Catering Aide
   Catering Cook
   Junior Catering
   Clerk Senior
   Catering Clerk
   Lead Catering
   Aide Catering
   Chef

3. All External Catering Services' employees shall maintain the status that they held prior to this agreement;

4. The job description for the Catering Aide shall be as follows: "Indicates any person who performs the following work in the External Catering Services: preparation of food, trays and dishes, bar service, delivery of beverages and food to clients and its service, clean up, transportation of clean and soiled dishes."

5. The job description for the Catering Cook shall be as follows: "Indicates any person in whom lies the responsibilities of preparing, cooking, baking, reconstituting, tempering and serving food required for External Catering Services; responsible to clean the work equipment and area which he/she uses in performing his/her tasks."

6. The job description for the Junior Catering Clerk will be as follows: "Indicates any person in who lies the responsibilities of general office duties including filing, reception, faxing, and taking general customer inquiries

7. The job description for the Senior Catering Clerk will be as follows: "Indicates any person in whom lies the responsibilities of general office duties as well as preparing invoices, payroll and general reports for manager".

8. The job description for the Lead Catering Aide shall be as follows: "Indicates any person who provides support to catering aides in the preparation, delivery, and services of food for external catering clients. Ensures compliance to customer order and quality control".

9. The job description for the Catering Chef shall be as follows: "Indicates any person in who lies the responsibilities of overseeing various process in external catering including ordering food and supplies, recipe adherence, menu and production planning and quality assurance."

10. The salary scales for External Catering positions are outlined in Appendix A of this agreement.

11. The Hospital shall observe the terms of the Ontario *Employment Standards Act* in any manner related to conditions of employment specifically waived from the application of the Collective Agreement.

12. The following articles of the Collective Agreement shall be waived, and they shall therefore not apply to employees of External Catering Services:

    For Casual employees:

2.02	Part-Time Commitment
9.07 (iii)	Portability of Service
9.08-9.12	Notice and Redeployment Committee
11.01	Work of the Bargaining Unit
12.06	Pregnancy Leave
12.07	Parental Leave
14.01	Daily and Weekly Hours of Work
14.02	Rest Periods
14.03	Additional Rest Periods
15.01	Definition of Regular Straight Time Rate of Pay
15.02	Definition of Overtime
15.03	Overtime Premium
15.05	Reporting Pay
15.06	Call Back
15.07	Standby
15.09	Shift and Weekend Premium
16.01- 16.04	Statutory Holidays
17.01(a)	Vacation Entitlement, Qualifiers and Calculation of Payment 17.01(b) Part-Time Vacation Entitlement, Qualifiers and Calculation of Payment
18.04	Benefits for Part-Time Employees
19.01(a)	Job Classification
19.01(b)	Job Descriptions
19.02	Assignment of Duties from Another Classification
L.5.2	Assignment of Work
L.5.4	Assignment of Overtime
L.5.6	Exchange of Shifts
L.5.7	Availability of Casual Employees
L.7	Vacations
L.10.1	Uniforms
L.10.2	Accommodation
L.17.1	Annual Increments
L.18	Holidays For Full-Time employees:
2.05	Full-Time Employee
9.07 (iii)	Portability of Service
9.08 – 9.12	Notice and Redeployment Committee
11.01	Work of the Bargaining Unit
12.06	Pregnancy Leave
12.07	Parental Leave
14.01	Daily and Weekly Hours of Work
14.02	Rest Periods
14.03	Additional Rest Periods
15.01	Definition of Regular Straight Time Rate of Pay
15.02	Definition of Overtime
15.03	Overtime Premium
15.05	Reporting Pay
15.06	Call Back
15.07	Standby

15.09	Shift and Weekend Premium
16.01- 16.04	Statutory Holidays
19.01(a)	Job Classification
19.01(b)	Job Descriptions
19.02	Assignment of Duties from Another Classification
L.5.1	Work Schedule
L.5.2	Assignment of Work
L.5.4	Assignment of Overtime
L.5.6	Exchange of Shifts
L.10.1	Uniforms
L.10.2	Accommodation
L.17.1	Annual Increments

13. Employees covered by this Memorandum of Agreement shall receive time and one half (1½) their regular straight time hourly rate of pay for all hours worked in excess of twelve (12) hours of work within a twenty-four (24) hour period, such period to begin with the start of the first work assignment on any day. Split shifts shall not be considered a violation of the Collective Agreement or of this Memorandum of Agreement.

14. The current practice with respect to uniforms shall be maintained.

15. The seniority for bargaining unit work in External Catering Services shall be recorded in a separate seniority list and shall include service time accrued since June 6, 1996. Where an External Catering Services employee works in another bargaining unit classification and department, he/she shall accumulate seniority on the regular seniority list. However, where an External Catering Services employee applies for a vacant position under Article 9.05 of the CUPE 4000 Collective Agreement, he/she shall be credited for that purpose with total bargaining unit seniority.

16. Where an External Catering Services employee performs work within another bargaining unit classification and department, the hours worked within External Catering Services shall not be considered in calculation of premium pay (Article 15).

17. This Memorandum of Agreement shall become effective as of September 29, 2009 and shall extend to September 28, 2017. In the event a party wishes to amend the terms of this Memorandum of Agreement, the party may make its intention known to the other under the terms of Article 23.01.

18. Where there is a conflict between the provisions of this Memorandum of Agreement and the Collective Agreement, the provisions of this Memorandum of Agreement shall prevail.

APPENDIX A: WAGE SCHEDULE

Position Title	Effective Date	Wage Rate	Rate with Vacation (4% in Lieu of Vacation)	Rate with Vacation (6% in Lieu of Vacation)
Catering Aide	29-Sep-24	$17.099	$17.783	$18.125
	29-Sep-25	$17.484	$18.183	$18.533
GX4	29-Sep-26	$17.833	$18.547	$18.903
	29-Sep-27	$18.145	$18.871	$19.234
Position Title	**Effective Date**	**Wage Rate**	**Rate with Vacation (4% in Lieu of Vacation)**	**Rate with Vacation (6% in Lieu of Vacation)**
Jr Catering Clerk	29-Sep-24	$21.137	$21.982	$22.405
	29-Sep-25	$21.613	$22.477	$22.909
GX9	29-Sep-26	$22.045	$22.927	$23.368
	29-Sep-27	$22.431	$23.328	$23.776
Position Title	**Effective Date**	**Wage Rate**	**Rate with Vacation (4% in Lieu of Vacation)**	**Rate with Vacation (6% in Lieu of Vacation)**
11	29-Sep-24	$23.802	$24.754	$25.230
	29-Sep-25	$24.338	$25.311	$25.798
GX3	29-Sep-26	$24.824	$25.817	$26.314
	29-Sep-27	$25.259	$26.269	$26.774
Position Title	**Effective Date**	**Wage Rate**	**Rate with Vacation (4% in Lieu of Vacation)**	**Rate with Vacation (6% in Lieu of Vacation)**
Catering Cook	29-Sep-24	$23.831	$24.784	$25.261
	29-Sep-25	$24.367	$25.342	$25.829
GX7	29-Sep-26	$24.855	$25.849	$26.346
	29-Sep-27	$25.289	$26.301	$26.807

Position Title	Effective Date	Wage Rate	Rate with Vacation (4% in Lieu of Vacation)	Rate with Vacation (6% in Lieu of Vacation)
Lead Catering Aide	29-Sep-24	$30.488	$31.708	$32.317
	29-Sep-25	$31.174	$32.421	$33.044
GX1	29-Sep-26	$31.797	$33.069	$33.705
	29-Sep-27	$32.354	$33.648	$34.295
Position Title	**Effective Date**	**Wage Rate**	**Rate with Vacation (4% in Lieu of Vacation)**	**Rate with Vacation (6% in Lieu of Vacation)**
Catering Chef	29-Sep-24	$33.043	$34.365	$35.026
	29-Sep-25	$33.786	$35.138	$35.814
GX2	29-Sep-26	$34.462	$35.841	$36.530
	29-Sep-27	$35.065	$36.468	$37.169

:sc/cope491, June 15, 2026

MEMORANDUM OF AGREEMENT (O.R.)

between

The Ottawa Hospital

and

Canadian Union of Public Employees, Local 4000

WHEREAS CUPE Operating Room (O.R.) employees at the General Campus currently operate on a work schedule consisting of workdays that will not exceed seven and one- half (7.5) hours.

WHEREAS the Union and the Hospital are desirous of implementing scheduling guidelines that will improve the quality of working life, support continuity of patient care, ensure adequate staffing resources and support cost efficiency.

AND WHEREAS the Hospital and the Union have agreed through mediation to develop a ten (10) hour extended shift scheduling agreement to assist the parties in achieving the above.

NOW THEREFORE the Parties herein agree to the following terms:

The provisions of the Collective Agreement shall apply except where herein amended. The implementation of a new extended shift schedule will be in accordance with L.5.8 (a). Except where otherwise provided, any agreement reached between the Hospital and the Local Union concerning extended shifts will comply with the following provisions:

1. A six (6) month trial period for employees in the Registered Practical Nurse classification working in the O.R. will commence on a date to be determined by the parties and will be reviewed one (1) month prior to the end of the trial.
2. The parties may consider extending ten (10) hour shifts to other classifications related to the O.R. during the term of this collective agreement.
3. Daily and Weekly Hours of Work

    (i) For employees participating in the extended shift schedule, Article 14.01 Daily and Weekly Hours of Work is amended to read as follows:
    The average regular work week for full-time employees will be thirty-seven and one-half (37.5) hours or seventy-five (75) hours in a two (2) week pay period. The regular work day will not exceed 9.375 hours excluding an unpaid meal period.

    (ii) Regular work week for part-time and casual employees will not exceed thirty- seven and one-half (37.5) hours per week to a maximum of sixty-seven and one-half (67.5) hours in a two (2) week pay period. The regular workday will be 9.375 hours excluding an unpaid meal

period.

(iii) The meal period shall be an uninterrupted period except in cases of emergency.

4. Rest and Meal Periods

Employees working an extended shift of 9.375 hours will be provided with a total of thirty-seven and one-half (37.5) minutes of unpaid meal time and a total of thirty-seven and one-half (37.5) minutes of paid rest periods.

5. Definition of Overtime

Overtime is defined as authorized hours worked in excess of the regular work day or work week as defined above.

6. Statutory Holidays

If an employee is required to work on any of the holidays set out in the Local provisions Appendix, the employee shall be paid at the rate of time and one half (1½) her regular straight time hourly rate of pay for all hours worked on such holiday subject to Article 16.04. In addition, if the employee qualifies in accordance with Article 16.02, the employee will receive a lieu day off with pay in the amount of the employee's regular straight time hourly rate of pay times the hours worked to a maximum of seven and one- half (7.5) hours.

7. Work Schedule

The sixteen (16) hours referred to in Article L.5.1 (b) is amended to twelve (12).

The six (6) consecutive days referred to in Article L.5.1 (e) is amended to four (4) consecutive days.

8. Assignment of Work

The ten (10) pre-scheduled shifts referred to in Article L.5.2 (a), (c), and (e) is amended to read two (2) consecutive weeks.

9. Vacation

The five (5) consecutive working days referred to in L.7.4 is amended to read four (4).

Vacation entitlement provided for in Article 17.01(a) shall be converted on the basis that one week equals thirty-seven and one half (37.5) hours. Vacation payments will be provided based on the number of vacation hours taken.

10. This Agreement is entered on a without prejudice or precedent basis.

APPENDIX "C"

Boiler Room Master Schedule (Riverside)

DATE PRINTED_____ NUMBERS IN BOXES ARE THE ON CALL HRS

Month	**Hrs of Work**																													
Date		**S**	**S**	**M**	**T**	**W**	**T**	**F**	**S**	**S**	**M**	**T**	**W**	**T**	**F**	**S**	**S**	**M**	**T**	**W**	**T**	**F**	**S**	**S**	**M**	**T**	**W**	**T**	**F**	**S**	**S**
Riverside Employees																														
Engineers (8 Hour)																														
Shift Engineer #1		D			DM	DM	DM	DM	D		E2	E8	E8	E8	E8	16	24	D6	D	D	D	D				DM	DM	DM	DM	D	
Shift Engineer #2		16	24	D6	D	D	D	D				DM	DM	DM	DM	D		E2	E2	E2	E2	E2	16	24	D6	D	D	D	D		
Shift Engineer #3				E2	E8	E8	E8	E8	16	24	D6	D	D	D	D				DM	DM	DM	DM	D		E2	E8	E8	E8	E8		
D = 6:00 – 14:00, E = 14:00 – 22:00, DM (DAY MAINTENANCE) = 7:00 – 15:00, N= 22:00 – 06:00																															

WORKLOAD COMPLAINT FORM

Please complete as many sections of the form as possible

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

SECTION 1: INFORMATION

Name(s) of Employee(s) Reporting (please include any additional employees in a separate document)

_____

Unit/Department: _____ Campus/Site: _____

Date of Occurrence: _____Time of Occurrence: _____Time Supervisor Notified: _____

Shift Length: ☐ 7.5 hr. ☐ 11.25 hr. ☐ Other _____

Date Workload Complaint Form Submitted to Manager: _____

SECTION 2: DETAILS OF OCCURRENCE

Provide a concise summary of the occurrence:

_____

_____

_____

_____

_____

_____

_____

Is this an isolated incident or an ongoing problem: _____

SECTION 3: WORKING CONDITIONS/CONTRIBUTING FACTORS

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:

☐ Vacation/leaves ☐ Injury/illness ☐ Vacancies

☐ Other _____

Has a Safety Learning System (SLS) report been filed?

☐ Yes ☐ No

SLS Number _____

If known, list any TOH or departmental policies and/or professional standards or guidelines that have been breached:

_____

_____

_____

_____

_____

SECTION 4: INITIAL ATTEMPT AT RESOLUTION

At the time the workload issue occurred, did you discuss the issue with your **immediate supervisor**?

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

_____

_____

☐ No How come?

_____

Failing resolution, did you discuss the issue with your **manager** after the occurrence?

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

_____

_____

☐ No How come?

_____

SECTION 5: RECOMMENDED SOLUTIONS

What do you believe should be rectified to prevent similar occurrences:

_____

_____

_____

_____

_____

SECTION 6: EMPLOYEE SIGNATURES

Signature _____ Email _____

Signature _____ Email _____

Signature _____ Email _____

Signature _____ Email _____

Date submitted: _____

Please make sure to submit a copy of the workload complaint form to your manager and to the Union office

SECTION 7: MANAGEMENT COMMENTS

_____

_____

_____

_____

For further clarification, see article 9.14 of the CUPE & TOH Collective Agreement

APPENDIX E – WAGE SCALE

Pay Scale	Positions	Increase	Effective Date	Step 1 Start	Step 2 1 Year	Step 3 2 Years	Step 4 3 Years
786	**Cafeteria Food Service Attendant**	3.00%	2024-09-29	$26.037	$26.594	$27.194	$27.766
	Environmental Services Attendant	2.25%	2025-09-29	$26.623	$27.192	$27.806	$28.391
	Patient Food Service Attendant	2.00%	2026-09-29	$27.155	$27.736	$28.362	$28.959
	Photo ID & Parking Clerk	1.75%	2027-09-29	$27.630	$28.221	$28.858	$ 29.466
	Receptionist/Administrative Clerk						
	Receptionist Lodge - TOHRCC						
	Operator						
	General Clerk OBSP						
794	**Beltine Support Transportation**	3.00%	2024-09-29	$ 27.026	$27.639	$28.281	$28.936
	Cafeteria/Cashier Attendant	2.25%	2025-09-29	$27.635	$28.261	$28.917	$29.587
	Health Records Medical Transcription Clerk	2.00%	2026-09-29	$ 28.187	$28.826	$29.495	$30.179
	Transportation Worker	1.75%	2027-09-29	$ 28.680	$29.330	$30.011	$30.707
	Server						
	Mailroom Attendant						
	Rehabilitation Attendant						
	Receptionist OBSP						
	Video Monitoring Attendant						
861	**Electrical Assistant**	3.00%	2024-09-29	$28.936			
		2.25%	2025-09-29	$29.587			
		2.00%	2026-09-29	$30.179			
		1.75%	2027-09-29	$30.707			
783	**Clerk II N. & F.**	3.00%	2024-09-29	$27.475	$28.132	$29.195	$30.104
	Clerk III Lab. Medicine	2.25%	2025-09-29	$28.093	$28.765	$29.852	$30.781
	Database Clerk ICU	2.00%	2026-09-29	$28.655	$29.340	$30.449	$31.397
	Data Entry Clerk E. & O.	1.75%	2027-09-29	$29.156	$29.853	$30.982	$31.946
	Decision Support Processing Clerk TRC						
	Diagnostic Imaging Aide						
	MRI/CT Central Intake Clerk						

Pay Scale	Positions	Increase	Effective Date	Step 1 Start	Step 2 1 Year	Step 3 2 Years	Step 4 3 Years
783 Cont'd	Departmental Secretary Psychology						
	Dispatcher & Carousel Operator						
	Expeditor/Inventory Clerk E. & O.						
	Head Storeperson Hotel Services						
	Health Records Quantitative Analysis Clerk						
	Health Records Receptionist						
	Health Records Support Clerk						
	Health Records Clerk FHT						
	Assistant Cook						
	Receptionist/Cashier/Sec. - P&O/TFC/TRC						
	Secretary II ECG						
	Work Leader, Housekeeping - Nights Diet Clerk						
	Case Cost/Stats, Process Clerk						
	Diet Clerk						
759	Supply Distribution Attendant	3.00%	2024-09-29	$27.835	$28.225	$28.616	$29.454
	Nursing Aid O.R. Corporate	2.25%	2025-09-29	$28.461	$28.860	$ 29.260	$30.117
	Customer Service Representative Housekeeping	2.00%	2026-09-29	$ 29.030	$29.437	$29.845	$30.719
	Pacemaker Clinic Clerk Clinic Support HI	1.75%	2027-09-29	$29.538	$29.952	$30.367	$31.257
	Department Aide						
775	Attendant, Stores	3.00%	2024-09-29	$27.746	$28.001	$28.471	$29.571
	Storeperson	2.25%	2025-09-29	$28.370	$28.631	$29.112	$30.236
	Storeroom Attendant	2.00%	2026-09-29	$28.937	$29.204	$29.694	$30.841
		1.75%	2027-09-29	$29.443	$29.715	$30.214	$31.381

Pay Scale	Positions	Increase	Effective Date	Step 1 Start	Step 2 1 Year	Step 3 2 Years	Step 4 3 Years
	Clerk IV (MOR Booking)	3.00%	2024-09-29	$26.148	$27.021	$27.925	$30.424
	Clerk 4 Control Desk OR/PACU Riverside	2.25%	2025-09-29	$26.736	$27.629	$28.553	$31.109
	Clerk V Office Assistant I	2.00%	2026-09-29	$27.271	$28.182	$29.124	$31.731
	Clerk V Office Assistant II	1.75%	2027-09-29	$27.748	$28.675	$29.634	$32.286
758	**Discharge Planning Clerk**						
	MOR Scheduling Clerk						
	Clerk 5, Printing						
	Accounts Receivable Clerk	3.00%	2024-09-29	$29.592	$30.171	$30.785	$31.317
	Cardiac Radiology Office Clerk	2.25%	2025-09-29	$30.258	$30.850	$31.478	$32.022
	Cardiac Triage Analyst Clerk V	2.00%	2026-09-29	$30.863	$31.467	$32.108	$32.662
	Clerk III, Regional Sexual Assault Treatment Program	1.75%	2027-09-29	$31.403	$32.018	$32.670	$33.234
	Clerk IV - Anatomical Pathology						
	Clerk IV N&F						
	Clerk IV LIS						
791	**Clerk V OR Systems**						
	Coordinator Health Records Systems						
	Contact Centre Agent						
	DI Finance/Data Management Clerk						
	Data Coordinator, Geriatric Assessment Unit						
	Staffing Assistant						
	Financial Clerk P&O						
	Health Records Validation/Merge Clerk						
	Health Data Integrity & Record Control Clerk						
	Inpatient Clerk						
	Medical Secretary-Systemic						
	Medical Secretary EMG/SPRP/MSR/OORS/TRC						
	Medical Secretary NSS/Stroke/Amputee/						

Pay Scale	Oors TRC Medical Secretary Physicians, Radiation Oncology	Increase	Effective Date	Step 1 Start	Step 2 1 Year	Step 3 2 Years	Step 4 3 Years
791 Cont'd	**Medical Transcription System Coordinator - General**						
	Medical Transcription System Coordinator - Civic						
	Medical Transcription System Coordinator - TOHRCC						
	Outpatient Clerk						
	Parking Clerk/Customer Service						
	Parking Clerk/Field Operations						
	Photo ID & Parking Coordinator						
	Printer 1						
	Program Secretary - TRC						
	Secretary 1 – TRC						
	Secretary Pharmacy						
	Secretary II Psychiatry OPD						
	Secretary II – TRC						
	Secretary II/Discharge Planner Clerk						
	Senior Data Entry Clerk Path & Lab Med						
	Administrator, OVRDIS						
	Admitting ED Clerk						
	Admitting-Merge Investigation Clerk						
	Clerk, Supply Services						
	Control Desk Clerk						
	Image Lab Technician D.I.						
	HVAC Technician						
	Electrical Apprentice						
776		3.00%	2024-09-29	$27.728	$28.123	$28.676	$29.690
		2.25%	2025-09-29	$28.352	$28.756	$29.321	$30.358
		2.00%	2026-09-29	$28.919	$29.331	$29.907	$30.965
		1.75%	2027-09-29	$29.425	$29.844	$30.430	$31.507

Pay Scale	Positions	Increase	Effective Date	Step 1 Start	Step 2 1 Year	Step 3 2 Years	Step 4 3 Years
765	**Clerk V Patient Business Office Representative SDCU** **Clerk III, Registration - Admitting**	3.00%	2024-09-29	$28.282	$28.840	$29.454	$30.012
		2.25%	2025-09-29	$28.918	$29.489	$30.117	$30.687
		2.00%	2026-09-29	$29.496	$30.079	$30.719	$31.301
		1.75%	2027-09-29	$30.012	$30.605	$31.257	$31.849
785	**Cooks**	3.00%	2024-09-29	$28.058	$28.861	$29.922	$31.039
		2.25%	2025-09-29	$28.689	$29.510	$30.595	$31.737
		2.00%	2026-09-29	$29.263	$30.100	$31.207	$32.372
		1.75%	2027-09-29	$29.775	$30.627	$31.753	$32.939
772	**Clerk II Admitting**	3.00%	2024-09-29	$29.605	$29.934	$30.810	$31.317
	D.I. Data Support Clerk	2.25%	2025-09-29	$30.271	$30.608	$31.503	$32.022
	D.I. Booking Clerk	2.00%	2026-09-29	$30.876	$31.220	$32.133	$32.662
	D.I. Clerk Aides	1.75%	2027-09-29	$31.416	$31.766	$32.695	$33.234
	D.I. Processing Clerks						
	Admitting/Booking Clerk						
	Admitting/Registration Clerk						
766	**Secretary, Palliative Care**	3.00%	2024-09-29	$29.118	$29.886	$30.704	$31.427
		2.25%	2025-09-29	$29.773	$30.558	$31.395	$32.134
		2.00%	2026-09-29	$30.368	$31.169	$32.023	$32.777
		1.75%	2027-09-29	$30.899	$31.714	$32.583	$33.351
797	**Administrative Assistant DI** **Library Technician**	3.00%	2024-09-29	$29.176	$29.679	$30.260	$31.712
		2.25%	2025-09-29	$29.832	$30.347	$30.941	$32.426
		2.00%	2026-09-29	$30.429	$30.954	$31.560	$33.075
		1.75%	2027-09-29	$30.962	$31.496	$32.112	$33.654

Pay Scale	Positions	Increase	Effective Date	Step 1 Start	Step 2 1 Year	Step 3 2 Years	Step 4 3 Years
782	Administrative Assistant Trauma Services	3.00%	2024-09-29	$27.582	$28.542	$29.541	$32.276
		2.25%	2025-09-29	$28.203	$29.184	$30.206	$33.002
		2.00%	2026-09-29	$28.767	$29.768	$30.810	$33.662
		1.75%	2027-09-29	$29.270	$30.289	$31.349	$34.251
788	Med. Device Reprocessing Tech	3.00%	2024-09-29	$31.480	$31.831	$32.201	$32.655
	Material Technician	2.25%	2025-09-29	$32.188	$32.547	$32.926	$33.390
	Reprocessing Tech HI Cardiac OR, EP & Cath. Labs	2.00%	2026-09-29	$32.832	$33.198	$33.585	$34.058
		1.75%	2027-09-29	$33.407	$33.779	$34.171	$34.655
774	Accounts Payable Administrator	3.00%	2024-09-29	$30.517	$31.220	$31.781	$32.711
	Accounts Receivable Administrator	2.25%	2025-09-29	$31.204	$31.922	$32.496	$33.447
	Cashier, Finance	2.00%	2026-09-29	$31.828	$32.560	$33.146	$34.116
	Inventory Controller	1.75%	2027-09-29	$32.385	$33.130	$33.726	$34.713
	Group Lead, Weight Management Clinic						
855	Bed Maintenance Mechanic	3.00%	2024-09-29	$33.686			
		2.25%	2025-09-29	$34.444			
		2.00%	2026-09-29	$35.133			
		1.75%	2027-09-29	$35.748			
865	Personal Support Worker OR	3.00%	2024-09-29	$31.788	$32.367	$32.981	$33.513
	Personal Support Worker	2.25%	2025-09-29	$32.503	$33.095	$33.723	$34.267
	Hemodialysis Aide	2.00%	2026-09-29	$33.153	$33.757	$34.397	$34.952
		1.75%	2027-09-29	$33.733	$34.348	$34.999	$35.564
738	Admin Assistant, Medical Physics TOHRCC	3.00%	2024-09-29	$30.913	$31.623	$32.354	$33.096
	Call Centre Team Leader	2.25%	2025-09-29	$31.609	$32.335	$33.082	$ 33.841
	Cardiac Cath Booking Officer	2.00%	2026-09-29	$32.241	$32.982	$33.744	$34.518
	Clerical Team Leader Health Records Coordinator	1.75%	2027-09-29	$32.805	$33.559	$34.335	$ 35.122
	Admin Info Nursing Ed Coordinator						
	Family Medicine System						
	D.I. Transcriptionist						
	Inventory Control Assistant						

Pay Scale	Positions	Increase	Effective Date	Step 1 Start	Step 2 1 Year	Step 3 2 Years	Step 4 3 Years
738 Cont'd	**Clerk, OR Booking**						
	Medical Transcriptionist Health Records						
	Medical Transcriptionist Lab Medicine						
	Reimbursement Coordinator						
	Repair/Replace Technician						
	Senior Clerk, Eye institute						
	Secretory III, Eating Disorders Program						
	Secretary III G.A.U.						
	Senior Clerk Med/Sur/Neph Clinic						
	Procurement Support Representative Clerk						
	OR Booking Clerk						
	Clinical Documentation Admin MOR Systems Clerk						
	Coord, Health Records System Senior Clerk						
	Senior Clerk Eye Institute						
	Stationary Engineer, 4th Class						
	Oncology Treatment Book Coordinator						
	Non-Urgent Transportation Worker						
	HIS Atlas Chart Correction Clerk						
	Protective Services Access Coordinator						
784	**Corporate Quality Assurance Group Leader D.I.**	3.00%	2024-09-29	$30.089	$30.968	$32.139	$33.292
	Gr Leader, Nephrology Data Coll Admin Rehabilitation	2.25%	2025-09-29	$30.766	$31.665	$32.862	$34.041
	Team Lead - Booking clerk DI	2.00%	2026-09-29	$31.381	$32.298	$33.519	$34.722
	Team Lead - Processing Clerk DI	1.75%	2027-09-29	$31.930	$32.863	$34.106	$35.330
	Team Lead, Hampton Park						
	Administrator, Rehabilitation						
777	**Printer II**	3.00%	2024-09-29	$30.907	$31.994	$33.116	$34.272
		2.25%	2025-09-29	$31.602	$32.714	$33.861	$35.043
		2.00%	2026-09-29	$32.234	$33.368	$34.538	$35.744
		1.75%	2027-09-29	$32.798	$33.952	$ 35.142	$36.370

Pay Scale	Positions	Increase	Effective Date	Step 1 Start	Step 2 1 Year	Step 3 2 Years	Step 4 3 Years
796	**Bed Management Clerk** **Corp Clerk VII Admitting HI**	3.00%	2024-09-29	$33.590	$34.094	$34.676	$36.128
		2.25%	2025-09-29	$34.346	$34.861	$35.456	$36.941
		2.00%	2026-09-29	$35.033	$35.558	$36.165	$37.680
		1.75%	2027-09-29	$35.646	$36.180	$36.798	$38.339
840	**Group Leader, Communications Centre HI** **Grounds Services Material Coordinator**	3.00%	2024-09-29	$34.358	$34.914	$35.473	$36.128
		2.25%	2025-09-29	$35.131	$35.700	$36.271	$36.941
		2.00%	2026-09-29	$35.834	$36.414	$36.996	$37.680
		1.75%	2027-09-29	$36.461	$37.051	$37.643	$38.339
844	**Case Cost/Stats System Coordinator**	3.00%	2024-09-29	$34.336	$34.932	$35.473	$36.128
		2.25%	2025-09-29	$35.109	$35.718	$36.271	$36.941
		2.00%	2026-09-29	$35.811	$36.432	$36.996	$37.680
		1.75%	2027-09-29	$36.438	$37.070	$37.643	$38.339
789	**Audio Visual Technician**	3.00%	2024-09-29	$33.781	$34.170	$34.502	$34.893
	Corporate Clerical Coordinator Emergency	2.25%	2025-09-29	$34.541	$34.939	$35.278	$35.678
	Lead Hand Printing	2.00%	2026-09-29	$35.232	$35.638	$35.984	$36.392
	Group Leader, Logistical Services Lead Hand Printing	1.75%	2027-09-29	$35.849	$36.262	$36.614	$37.029
	Medical Gas Equipment Technician						
	Medical Transcription Group Leader						
	Dental Clinic Financial Coordinator						
	Senior MyChart Support Representative						
864	**Civil Tradesperson - Carpenter** **Landscape and Exterior Tradesperson**	3.00%	2024-09-29	$34.893			
		2.25%	2025-09-29	$35.678			
		2.00%	2026-09-29	$36.392			
		1.75%	2027-09-29	$37.029			

Pay Scale	Positions	Increase	Effective Date	Step 1 Start	Step 2 1 Year	Step 3 2 Years	Step 4 3 Years
760	**Operating Engineer, 3rd Class**	3.00%	2024-09-29	$35.212			
	Building Equipment Operator 2* **	2.25%	2025-09-29	$36.004			
	Fire Inspector II	2.00%	2026-09-29	$36.724			
	Fire Technician II	1.75%	2027-09-29	$37.367			
	Locksmith/Door Mechanic						
	Shift Engineer						
736		3.00%	2024-09-29	$36.941	$37.376	$37.736	$38.160
		2.25%	2025-09-29	$37.772	$38.217	$38.585	$39.019
		2.00%	2026-09-29	$38.527	$38.981	$39.357	$39.799
		1.75%	2027-09-29	$39.201	$39.663	$40.046	$40.495
842	**Material Controllers**	3.00%	2024-09-29	$34.091	$34.484	$35.548	$36.128
		2.25%	2025-09-29	$34.858	$35.260	$36.348	$36.941
		2.00%	2026-09-29	$35.555	$35.965	$37.075	$37.680
		1.75%	2027-09-29	$36.177	$36.594	$ 37.724	$38.339
792	**Physiotherapy Assistant Civic & General**	3.00%	2024-09-29	$31.409	$32.601	$33.777	$36.172
	Physiotherapy Assistants TRC	2.25%	2025-09-29	$32.116	$33.335	$34.537	$36.986
	Physiotherapy Assistant Riverside	2.00%	2026-09-29	$32.758	$34.002	$35.228	$37.726
		1.75%	2027-09-29	$33.331	$34.597	$35.844	$38.386
739	**Group Leader Grounds Services**	3.00%	2024-09-29	$33.903	$34.683	$35.480	$36.295
	Material Coordinator	2.25%	2025-09-29	$34.666	$35.463	$36.277	$37.112
		2.00%	2026-09-29	$35.359	$36.172	$37.003	$37.854
		1.75%	2027-09-29	$35.978	$36.805	$37.651	$38.516
856	**Civil Trades/Locksmith**	3.00%	2024-09-29	$36.295			
		2.25%	2025-09-29	$ 37.112			
		2.00%	2026-09-29	$37.854			
		1.75%	2027-09-29	$38.516			

Pay Scale	Positions	Increase	Effective Date	Step 1 Start	Step 2 1 Year	Step 3 2 Years	Step 4 3 Years
771	Instrumentation Technician	3.00%	2024-09-29	$36.508	$37.788	$39.113	
		2.25%	2025-09-29	$37.329	$38.638	$39.993	
		2.00%	2026-09-29	$38.076	$39.411	$40.793	
		1.75%	2027-09-29	$38.742	$40.101	$41.507	
753	Architectural Technologist	3.00%	2024-09-29	$35.261	$36.070	$36.898	$37.748
	Corporate Buyer	2.25%	2025-09-29	$36.054	$36.882	$37.728	$38.597
	O.R. Purchasing Coordinator	2.00%	2026-09-29	$36.775	$37.620	$38.483	$39.369
		1.75%	2027-09-29	$37.419	$38.278	$39.156	$40.058
761	Electrician***	3.00%	2024-09-29	$37.706			
	Electrician/Maintenance/Construction***	2.25%	2025-09-29	$38.554			
	Fire Inspector 1	2.00%	2026-09-29	$39.325			
	Millwright	1.75%	2027-09-29	$40.013			
	Plumber***						
	Sprinkler Technician						
857	Operating Engineer, 2nd Class	3.00%	2024-09-29	$37.748			
	AC Mechanic Corporate***	2.25%	2025-09-29	$38.597			
	Building Control Centre	2.00%	2026-09-29	$39.369			
	Operator 2	1.75%	2027-09-29	$40.058			
	Pneumatic Tube Sys.						
	Maintenance						
	Pneumatic Tub Technician						
	Refrigeration Mechanic***						
	Sr. Minor Construction & Maintenance						
853	Sterilization Mechanic	3.00%	2024-09-29	$39.631	$40.508		
		2.25%	2025-09-29	$40.523	$41.419		
		2.00%	2026-09-29	$41.333	$42.247		
		1.75%	2027-09-29	$42.056	$42.986		

Pay Scale	Positions	Increase	Effective Date	Step 1 Start	Step 2 1 Year	Step 3 2 Years	Step 4 3 Years
848	**Accountant Graphic Designer**	3.00%	2024-09-29	$37.615	$38.339	$39.050	$40.573
	Registered Practical Nurse (FHT)	2.25%	2025-09-29	$38.461	$39.202	$39.929	$41.486
	Registered Practical Nurse Corporate	2.00%	2026-09-29	$39.230	$39.986	$40.728	$42.316
	Registered Practical Nurse (OR) Corporate	1.75%	2027-09-29	$39.917	$40.686	$ 41.441	$43.057
863	**Assistant Chief Stationary Engineer*** **	3.00%	2024-09-29	$39.626			
		2.25%	2025-09-29	$40.518			
		2.00%	2026-09-29	$41.328			
		1.75%	2027-09-29	$42.051			

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June 3, 2026