

PART-TIME

COLLECTIVE AGREEMENT

Between

SINAI HEALTH SYSTEM, MOUNT SINAI HOSPITAL

(Hereinafter called the "Hospital")

and

**Canadian Union of Public Employees
Local 5492**

(Hereinafter called the "Union")

Expires: March 15, 2023

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EACH OF THE FOLLOWING PROVISIONS WILL APPEAR IN ALL COLLECTIVE AGREEMENTS REPLACING ANY RELATED PROVISIONS THAT EXISTED IN THE HOSPITAL'S EXPIRING COLLECTIVE AGREEMENT, UNLESS OTHERWISE SPECIFIED.

ARTICLE 1 – PREAMBLE

1.01 - PREAMBLE

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

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

ARTICLE 2 – DEFINITIONS

2.01 – TEMPORARY EMPLOYEE

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

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

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

2.02 – PART-TIME COMMITMENT

The Hospital shall not refuse to accept an offer from an employee to make a written commitment to be available for work on a regular predetermined basis solely for the

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purpose of utilizing casual employees so as to restrict the numbers of regular part time employees.

ARTICLE 3 - RELATIONSHIP

3.01 – NO DISCRIMINATION

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

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

3.02 – ATTENDANCE MANAGEMENT

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

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

ARTICLE 4 – STRIKES & LOCKOUTS

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

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ARTICLE 5 – UNION SECURITY

5.01 – T4 SLIPS

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

5.02 – NOTIFICATION TO UNION

- (a) The Hospital will provide the union with a list, monthly, of all hirings, lay-offs, recalls, and positions which have been vacated within the bargaining unit where such information is available or becomes readily available through the Hospital's payroll system.
- (b) The Hospital will provide the Union with the current mailing address, phone number(s) and personal email addresses it has on record of all members of the bargaining unit twice a year in electronic form.
- (c) All correspondence between the parties, arising out of this Agreement or incidental thereto shall pass to and from the Human Resources Office, the Locals President and Recording Secretary or designate.

5.03 – EMPLOYEE INTERVIEW

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

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

5.04 – NO OTHER AGREEMENTS

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

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

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ARTICLE 6 – UNION REPRESENTATION AND COMMITTEES

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

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

6.02 – LABOUR-MANAGEMENT COMMITTEE

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

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

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

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6.05 – UNION STEWARDS

- (a) The Hospital will recognize a total of six (6) Union Representatives from the full-time bargaining unit, with a maximum of two (2) from each of the following areas:
 - 2 - Nursing Department (but no more than one absent from the same unit/area at the same time)
 - 2- Health Records, Accounting, Materials Management, Admitting and Payroll (but no more than one absent from the same unit/area at the same time)
 - 2 - Medical Imaging, Pathology & Lab Medicine and Microbiology (but no more than one absent from the same unit/area at the same time)
- (b) The Local President or designate with an additional Union representative or designate along with the grievor and the CUPE National Representative of the Union may be present at any meeting of the committees. The purpose of the committee is to deal with complaints or grievances as set out in this collective agreement.
- (c) The Hospital agrees to recognize Union representatives to be elected or appointed from amongst employees in the bargaining unit who have completed their probationary period for the purpose of dealing with Union business as provided under this collective agreement.
- (d) The President of the Local may, in the absence of any Union representatives, assist in the presentation of any grievance, or with any Union representative function.

ARTICLE 7 – GRIEVANCE AND ARBITRATION PROCEDURE

- 7.01 For purposes of this Agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of the Agreement including any question as to whether a matter is arbitrable.
- 7.02 At the time formal discipline is imposed or at any stage of the grievance procedure an employee shall have the right upon request to the presence of their steward. In the case of suspension or discharge the Hospital shall notify the employee of this right in advance.
- 7.03 It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible, and it is understood that an employee has no grievance until they have first given his immediate supervisor the opportunity of adjusting his complaint. The grievor may have the assistance of a union steward if they so desire. 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:

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Step No. 1

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

Step No. 2

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

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

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- (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.

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- 7.12 The Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to or amend any part of this Agreement.
- 7.13 The proceedings of the Arbitration Board will be expedited by the parties hereto and the decision of the majority and, where there is no majority the decision of the chairman will be final and binding upon the parties hereto and the employee or employees concerned.
- 7.14 Each of the parties hereto will bear the expense of the nominee appointed by it and the parties will share equally the fees and expenses, if any, of the chairman of the Arbitration Board.
- 7.15 The time limits set out in the Grievance and Arbitration Procedures herein are mandatory and failure to comply strictly with such time limits except by the written agreement of the parties, shall result in the grievance being deemed to have been abandoned subject only to the provisions of Section 48 (16) of The Labour Relations Act.
- 7.16 Wherever Arbitration Board is referred to in the Agreement, the parties may mutually agree in writing to substitute a single arbitrator for the Arbitration Board at the time of reference to arbitration and the other provisions referring to Arbitration Board shall appropriately apply.

ARTICLE 8 – ACCESS TO FILES

8.01 – ACCESS TO PERSONNEL FILE

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

8.02 – CLEARING OF RECORD

Any letter of reprimand, suspension or other sanction will be removed from the record of the employee after the equivalent of eighteen (18) months following the receipt of such letter provided that the employee's record has been discipline free for such eighteen (18) month period. In the event an employee is absent for more than thirty (30) consecutive calendar days during the eighteen (18) month period that period will be extended by the whole length of the employee's absence.

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ARTICLE 9 – SENIORITY

9.01 – PROBATIONARY PERIOD

A new employee will be considered on probation until they have completed sixty (60) days of work (or four-hundred and fifty (450) hours of work for employees whose regular hours of work are other than the standard workday), within any twelve (12) calendar months. Upon completion of the probationary period, they shall be credited with seniority equal to sixty (60) working days. With the written consent of the Hospital, the probationary employee and the President of the Local or designate, such probationary period may be extended. Any extensions agreed to will be in writing and will specify the length of the extension.

9.02 – DEFINITION OF SENIORITY

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

Seniority will operate on a bargaining unit wide basis.

A part-time employee cannot accrue more than one (1) year's seniority in a twelve (12) month period.

9.03 – LOSS OF SENIORITY

An employee shall lose all seniority and shall be deemed terminated service ending their Employee/Employer relationship if:

- (a) employee resigns; (e) employee is discharged and the discharge is not reversed through the grievance and arbitration procedure;
- (b) employee is absent from scheduled work without a satisfactory reason for a period of three (3) or more consecutive working days without notifying the Hospital of such absence;
- (c) employee fails to return to work upon the expiration of a leave of absence or utilizes a leave of absence for a purpose other than that for which it was granted;
- (d) employee has been laid off forty-eight (48) months;
- (e) employee fails upon being notified of a recall, to signify their intention to return within five (5) working days after they have received the notice of recall, and fails to report to work within ten (10) working days after they have received the notice of recall;

Note: The clause shall be interpreted in a manner consistent with the provisions of the Ontario Human Rights Code.

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9.04 – EFFECT OF ABSENCE

Unless otherwise provided in the Collective Agreement:

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

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

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

9.05 – JOB POSTING

- (a) Where a permanent vacancy occurs in a classification within the bargaining unit or a new position within the bargaining unit is established by the Hospital, such vacancy shall be posted for a period of seven (7) consecutive calendar days. Applications for such vacancy shall be made in writing within the seven (7) day period referred to herein.
- (b) The postings shall stipulate the qualifications, classifications, rate of pay, department and shift and a copy shall be provided to the President.
- (c) Vacancies created by the filling of an initial permanent vacancy will be posted for a period of three (3) consecutive calendar days, excluding Saturdays, Sundays and Holidays. Applications for such vacancies shall be made in writing within the three (3) day period referred to herein.

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- (d) Employees shall be selected for positions under on the basis of their ability, experience and qualifications. Where these factors are relatively equal amongst the employees considered, seniority shall govern providing the successful applicant, if any, is qualified to perform the available work. The name of the successful applicant will be posted on the bulletin board for a period of seven (7) calendar days and unsuccessful applicants will be notified.
- (e) The Hospital agrees that it shall post permanent vacant positions within thirty (30) calendar days of the position becoming vacant, unless the Hospital provides the Union notice under Article 12.10(A)(a) of its intention to eliminate the position. f) The name of the successful applicant will be posted on the bulletin board for a period of seven (7) calendar days.
- (f) Where there are no successful applicants from within this bargaining unit for vacant positions referred to in this Article, employees in other CUPE bargaining units at the Hospital will be selected in accordance with the criteria for selection above, prior to considering persons who are not members of CUPE bargaining units at the Hospital. The employees eligible for consideration shall be limited to those employees who have applied for the position in accordance with this Article, and selection shall be made in accordance with this Article.
- (g) The successful applicant will be placed in the vacancy for a trial period not exceeding forty-five (45) working days and if the employee proves satisfactory, then they shall be considered permanently assigned to the vacancy. If the employee proves unsatisfactory during that time, or if the employee feels they are unable to perform the duties of the vacancy to which they posted, the employee will be returned to their former position at their former salary or rate of pay, as will any other employee in the Bargaining Unit who was promoted or transferred by reason of such placing.
- (h) Vacancies which are not expected to exceed six (6) months will not be posted and may be filled at the discretion of the Hospital. In filling such vacancies consideration shall be given to part time employees in the bargaining unit who have recorded their interest in writing, prior to considering persons not employed by the Hospital. In considering such part time employees the criteria for selection in 11.03 shall apply. Part time employees selected to fill a vacancy under this Article will continue to maintain their part time status and upon completion of the assignment the employee will return to their former position.
- (i) A list of vacancies filled in the preceding month under this Article and the names of the successful applicants will be posted, with a copy provided to the President or designate.

9.06 – TRANSFER AND SENIORITY OUTSIDE THE BARGAINING UNIT

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

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Hospital. Such employees on temporary assignments shall remain members of the bargaining unit.

- (b) An employee who is transferred to a position outside the bargaining unit shall not, subject to (c) below, accumulate seniority. In the event the employee is returned by the Hospital to a position in the bargaining unit within twenty-four (24) months of the transfer they shall be credited with the seniority held at the time of transfer and resume accumulation from the date of their return to the bargaining unit. An employee not returned to the bargaining unit within twenty-four (24) months shall forfeit bargaining unit seniority.
- (c) In the event an employee transferred out of the bargaining unit under (a) or (b) above is returned to the bargaining unit within a period of twelve (12) calendar months, they shall accumulate seniority during the period of time outside the bargaining unit.

9.07 (A) – 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 forty-five (45) days, during which the Hospital will determine if the employee can satisfactorily perform the job. Within this period the employee may voluntarily return, or be returned without loss of seniority to their former duties on the same shift in the same department and at the appropriate rate of pay, subject to any changes which would have occurred had they not transferred.

9.07 (B) – PORTABILITY OF SERVICE

An employee hired by the Hospital with recent and related experience may claim consideration for such experience at the time of hiring on a form to be supplied by the Hospital. Any such claim shall be accompanied by verification of previous related experience. The Hospital shall then evaluate such experience during the probationary

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period following hiring. Where in the opinion of the Hospital such experience is determined to be relevant, the employee shall be slotted in that step of the wage progression consistent with one (1) year's service for every one (1) year of related experience in the classification upon completion of the employee's probationary period. It is understood and agreed that the foregoing shall not constitute a violation of the wage schedule under the collective agreement.

9.07 (C) – TRANSFORMATION IN HEALTH CARE

Seniority Recognition

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

Right to Return or Transfer

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

Without prejudice to the Union's or Hospitals' rights under the collective agreement or the Labour Relations Act and/or the Public Sector Labour Relations Transition Act, employees relocated/transferred* shall have the right to post for vacancies that arise, prior to or subsequent to the relocation/transfer*, at their originating Hospital for that 48-month period.

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

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

9.08 (A) – NOTICE AND REDEPLOYMENT COMMITTEE

(a) Notice

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

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

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

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

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

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

- (c) Any vacancy to which an employee is reassigned pursuant to paragraph (b) need not be posted.
- (d) Redeployment Committee
At each Hospital a Redeployment Committee will be established not later than two (2) weeks after the notice referred to in 9.08(A)(a) and will meet thereafter as frequently as is necessary.
 - (i) Committee Mandate
The mandate of the Redeployment Committee is to:

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- (1) Identify and propose possible alternatives to the proposed layoff(s) or elimination of position(s), including, but not limited to, identifying work which would otherwise be bargaining unit work and is currently work contracted-out by the Hospital which could be performed by bargaining-unit employees who are or would otherwise be laid off;
- (2) Identify vacant positions in the Hospital or positions which are currently filled but which will become vacant within a twelve (12) month period and which are either:
 - (a) within the bargaining unit; or
 - (b) within another CUPE bargaining unit; or
 - (c) not covered by a collective agreement.
- (3) Identify the retraining needs of workers and facilitate such training for workers who are, or would otherwise be, laid off.
- (4) Subject to article 9.11, the Hospital will award vacant positions to employees who are, or would otherwise be laid off, in order of seniority if, with the benefit of up to six (6) months retraining, an employee has become able to meet the normal requirements of the job.
- (5) Any dispute relating to the foregoing provisions may be filed as a grievance commencing at Step 2.

(ii) Committee Composition

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

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

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

(iii) Disclosure

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

(iv) Alternatives

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

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

9.08 (B) – RETIREMENT ALLOWANCE

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

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

9.08 (C) – VOLUNTARY EXIT OPTION

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

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

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

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

9.09 – LAYOFF AND RECALL

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

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

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

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

- (e) In the event that there are no employees with lesser seniority in the same or a lower or identical-paying classification, as defined in this article, a laid-off employee

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shall have the right to displace another employee with lesser seniority in a higher-paying classification provided they are able to meet the normal requirements of the job, with orientation but without additional training.

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

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9.10 – RETRAINING

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

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

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

(b) **Placement**

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

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

9.11 – SEPARATION ALLOWANCES

- (a) Where an employee resigns within 30 days after receiving notice of layoff pursuant to article 9.08(A)(a)(ii) that their position will be eliminated, they shall be entitled to a separation allowance of two (2) weeks' salary for each year of continuous service to a maximum of sixteen (16) weeks' pay, and, on production of receipts from an

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approved educational program, within twelve (12) months of resignation, may be reimbursed for tuition fees up to a maximum of three thousand (\$3,000) dollars.

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

9.12 – TECHNOLOGICAL CHANGE

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

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

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

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

ARTICLE 10 – CONTRACTING OUT

10.01 – CONTRACTING OUT

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

10.02 – CONTRACTING OUT

Notwithstanding the foregoing, the hospital may contract out work usually performed by members of the bargaining unit without such contracting-out constituting a breach of this

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provision if the hospital provides in its commercial arrangement contracting out the work that the contractor to whom the work is being contracted, and any subsequent such contractor, agrees:

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

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

10.03 – CONTRACTING IN

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

ARTICLE 11 – WORK OF THE BARGAINING UNIT

11.01 – WORK OF THE BARGAINING UNIT

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

Note: The purpose of this clause is the protection of the work of the bargaining unit employees and not the broadening of that work to other areas.

11.02 – VOLUNTEERS

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

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

ARTICLE 12 – LEAVES OF ABSENCE

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12.01 – PERSONAL LEAVE

The Hospital may grant leave of absence without pay to an employee for valid personal reasons, provided that such a request is made in writing at least two (2) weeks in advance if possible.

- (a) It is understood that during an approved unpaid leave not exceeding thirty (30) continuous days, both seniority and service will accrue.
- (b) During an unpaid leave exceeding thirty (30) continuous calendar days, credit for service for purposes of salary increment, vacation, sick leave, or any other benefits under any provisions of the collective agreement or elsewhere, shall be suspended for the period of the absence in excess of thirty (30) continuous calendar days, the benefits concerned appropriately reduced on a pro rata basis and the employee's anniversary date adjusted accordingly. In addition, the employee will become responsible for full payment of subsidized employee benefits in which they are participating for the period of the absence except that the Hospital will continue to pay its share of the premiums.
- (c) It is further understood that, during such unpaid leave, credit for seniority for purposes of promotion, demotion, transfer or lay-off shall be suspended and not accrue during the period of absence.

12.02 – UNION BUSINESS

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

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

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.

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

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

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and one-half (37.5) hours per week. The Union will advise the Hospital of the number of such hours.

12.03(A) - FULL-TIME POSITION(S) WITH THE UNION

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

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

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

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

12.04 – BEREAVEMENT LEAVE

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

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

An employee shall be granted one (1) day bereavement leave without loss of regular pay from regularly scheduled hours for the death of their aunt, uncle, niece or nephew. For the purpose of bereavement leave, the relationships specified in the preceding clause are deemed to include a common-law spouse and a partner of the same sex.

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

12.05 – JURY & WITNESS DUTY

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

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

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

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

12.06 – PREGNANCY LEAVE

- (a) Pregnancy leave will be granted in accordance with the provisions of the *Employment Standards Act*, except where amended in this provision. The service requirement for eligibility for pregnancy leave shall be thirteen (13) weeks of continuous service.
- (b) The employee shall give written notification at least two (2) weeks in advance of the date of commencement of such leave and the expected date of return. At such time they shall also furnish the Hospital with the certificate of a legally qualified medical practitioner stating the expected birth date.
- (c) The employee shall reconfirm their intention to return to work on the date originally approved in subsection (b) above by written notification received by the Hospital at least two (2) weeks in advance thereof.

EACH OF THE FOLLOWING PROVISIONS WILL APPEAR IN ALL COLLECTIVE AGREEMENTS REPLACING ANY RELATED PROVISIONS THAT EXISTED IN THE HOSPITAL'S EXPIRING COLLECTIVE AGREEMENT, UNLESS OTHERWISE SPECIFIED.

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

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

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

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

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

12.07 – PARENTAL LEAVE

- (a) Parental leaves will be granted in accordance with the provisions of the *Employment Standards Act*, except where amended in this provision. The service requirement for eligibility for parental leave shall be thirteen (13) weeks of continuous service.

EACH OF THE FOLLOWING PROVISIONS WILL APPEAR IN ALL COLLECTIVE AGREEMENTS REPLACING ANY RELATED PROVISIONS THAT EXISTED IN THE HOSPITAL'S EXPIRING COLLECTIVE AGREEMENT, UNLESS OTHERWISE SPECIFIED.

- (b) An employee, who qualifies for parental leave, other than an adoptive parent, shall give written notification of at least two (2) weeks in advance of the date of the commencement of such leave and the expected date of return.
- (c) For the purposes of this Article, parent shall be defined to include a person with whom a child is placed for adoption and a person who is in a relationship of some permanence with a parent of a child and who intends to treat the child as their own.
- (d) An employee who is an adoptive parent shall advise the Hospital as far in advance as possible of having qualified to adopt a child, and shall request the leave of absence, in writing, upon receipt of confirmation of the pending adoption. If, because of late receipt of confirmation of the pending adoption, the employee finds it impossible to request the leave of absence in writing, the request may be made verbally and subsequently verified in writing.

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

- (e) Effective on confirmation by the Canada Employment Insurance Commission of the appropriateness of the Hospital's Supplemental Unemployment Benefit (SUB) Plan, an employee who is on parental leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance parental benefits pursuant to Section 22 of the *Employment Insurance Act*, shall be paid a supplemental unemployment benefit for a period not exceeding eleven (11) weeks. That benefit shall be equivalent to the difference between ninety-three percent (93%) of the employee's normal weekly earnings and the sum of their weekly Employment Insurance benefits and any other earnings. Receipt by the Hospital of the employee's employment insurance cheque stub will serve as proof that the employee is in receipt of unemployment parental benefits.

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

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

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

EACH OF THE FOLLOWING PROVISIONS WILL APPEAR IN ALL COLLECTIVE AGREEMENTS REPLACING ANY RELATED PROVISIONS THAT EXISTED IN THE HOSPITAL'S EXPIRING COLLECTIVE AGREEMENT, UNLESS OTHERWISE SPECIFIED.

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

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

12.08 – EDUCATION LEAVE

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

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

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

12.09 – PRE-PAID LEAVE PLAN

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

- (a) The plan is available to employees wishing to spread four (4) years' salary over a five (5) year period, in accordance with Part LXVIII of the Income Tax Regulations,

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Section 6801, to enable them to take a one (1) year leave of absence following the four (4) years of salary deferral.

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

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

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

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

12.10 – MEDICAL CARE AND EMERGENCY LEAVE

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

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

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

- the employee's spouse
- a parent, step-parent or foster parent of the employee or the employee's spouse
- a child, step-child or foster child of the employee or the employee's spouse
- a grandparent, step-grandparent, grandchild or step-grandchild of the employee or of the employee's spouse
- the spouse of a child of the employee
- the employee's brother or sister
- a relative of the employee who is dependent on the employee for care or assistance.

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

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

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

12.11 – COMPASSIONATE CARE LEAVE

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

ARTICLE 13 – SICK LEAVE, INJURY AND DISABILITY

13.01 – INJURY PAY

If an employee is injured on the job and 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.

13.02 – PAYMENT PENDING DETERMINATION OF WSIB CLAIMS

An employee who is absent from work as a result of an illness or injury sustained at work and who has been awaiting approval of claim for WSIB benefits for a period longer than one complete shift may apply to the Hospital for payment equivalent to the lesser of the benefit they would receive from WSIB benefits if their claim was approved, or the benefit to which they would be entitled under the short term sick leave plan. Payment will be

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provided only if the employee provides evidence of disability satisfactory to the Hospital and a written undertaking satisfactory to the Hospital that any payments will be refunded to the Hospital following final determination of the claim by the Workplace Safety & Insurance Board. If the claim for WSIB benefits is not approved, the monies paid as an advance will be applied towards the benefits to which the employee would be entitled under the short-term sick leave plan. Any payment under this provision will continue for a maximum of fifteen (15) weeks.

ARTICLE 14 – HOURS OF WORK

14.01 – DAILY & WEEKLY HOURS OF WORK

The regular day shift shall not normally exceed seven and one-half (7.5) hours exclusive of meal time for each employee although it is understood that this Article shall not be construed to be a guarantee as to the hours of work per day nor as to the hours of work per shift nor as to the hours of work per week nor as for any period whatsoever nor as a guarantee of working schedules. The normal hours of work presently in effect shall remain in effect for the term of this Agreement.

It is understood normal hours include those required to accommodate the change from

Daylight Saving Time to Standard Time and vice versa to which the other provisions of the Articles dealing with Hours of Work and overtime do not apply. It is further understood that the amount of regular pay for a full normal shift worked shall not be affected by reason of the change in the number of normal hours worked in consequence of such change from Daylight Saving Time to Standard Time and vice versa. The provisions of this Article are intended only to provide a basis for calculating time worked.

Employees covered by this Agreement must work their assigned hours unless prevented by illness or other justifiable cause or unless absent with permission of the Hospital.

- a) Regular part-time employees will be prescheduled up to twenty-four (24) hours per week based on operational needs.
- b) Casual employees will not be prescheduled.
- c) Regular part-time employees who have not been prescheduled up to their twenty-four (24) hour commitment per week will be offered additional shifts that may become available on the basis of stated availability by seniority, before casuals are utilized.
- d) Regular part-time employees who wish to be considered for additional shifts must indicate their availability in the manner prescribed by the Hospital.
- e) A shift will be deemed to be offered whenever a call is placed.
- f) It is understood that the Hospital will not be required to offer shifts which would result in overtime premium pay.

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14.02 – REST PERIODS

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

14.03 – ADDITIONAL REST PERIODS

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

ARTICLE 15 – PREMIUM PAYMENT

15.01 – DEFINITION OF REGULAR STRAIGHT TIME RATE OF PAY

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

15.02 – DEFINITION OF OVERTIME

Where an employee has worked and accumulated approved overtime hours (other than overtime hours related to paid holidays) such employee shall have the option of electing payment at the applicable overtime rate or time off equivalent to the applicable overtime rate (i.e. where the applicable rate is time and one-half (1.5)), then time off shall be at time and one half (1.5). The parties agree that the total number of hours which may be banked are one-hundred and twenty (120) hours and will be demonstrated in the payroll system. Any lieu time will be paid out at the end of the fiscal year.

Where an employee chooses the latter option, such time off must be taken within the succeeding ninety (90) calendar days of the work week in which the overtime was earned or, with the employee's agreement, within twelve (12) months of that work week.

15.03 – OVERTIME PREMIUM AND NO PYRAMIDING

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

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

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

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15.04 – TIME OFF IN LIEU OF OVERTIME

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

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

15.05 – REPORTING PAY

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

15.06 – CALL-BACK

Where employees are called back to work after having completed a regular shift, and prior to the commencement of their next regular shift, they shall receive a minimum of four (4) hours of work or four (4) hours pay at the rate of time and one-half (1-1/2) their regular hourly earnings. Superior provisions shall remain.

15.07 – STANDBY

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

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

15.08 – TEMPORARY TRANSFER

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

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

15.09 – SHIFT AND WEEKEND PREMIUM

- (a) Employees shall be paid a shift premium of two dollar and twenty cents (\$2.20) per hour for all hours worked where the majority of their scheduled hours fall between 1500 and 0700 hours.
- (b) Two dollar and seventy cents (\$2.70) per hour will be paid as weekend premium for all hours worked between 2400 hours Friday and 2400 hours Sunday, or such other 48-hour period as may be agreed upon by the local parties.

ARTICLE 16 – HOLIDAYS

16.01 – DEFINITION OF HOLIDAY PAY AND QUALIFIERS

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 their 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 Provisions Appendix, and is absent shall not be entitled to holiday pay or to a lieu day to which they 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.

16.02 – PAYMENT FOR WORKING ON A HOLIDAY

If an employee is required to work on any of the holidays, the employee shall be paid at the rate of time and one-half (1 ½) their regular straight time hourly rate of pay for all hours worked on such holiday. In addition, if the employee qualifies, they 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.

16.03 – PAYMENT FOR WORKING OVERTIME ON A HOLIDAY

Where an employee is required to work authorized overtime in excess of their regularly scheduled hours on a paid holiday (but not including hours on a subsequent regularly scheduled shift), such employee shall receive two and one-

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half times (2.5) their regular straight time hourly rate for such additional authorized overtime.

ARTICLE 17 – VACATIONS

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

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

Progression on Vacation Schedule (Part-Time)

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

17.02 – WORK DURING VACATION

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

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17.03 – 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 (3) days.

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

17.04 – BEREAVEMENT DURING VACATION

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

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

ARTICLE 18 – HEALTH & WELFARE

18.01 – GROUP BENEFITS

A part-time employee shall receive in lieu of all fringe benefits (being those benefits to an employee, paid in whole or in 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 pregnancy and parental supplemental unemployment benefits) an amount equal to 14% of their regular straight time hourly rate for all straight time hours paid.

18.02 – PENSION

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

On date of hire or during appropriate orientation the Hospital will provide employees with a copy of the Hospitals of Ontario Pension Plan (HOOPP) benefit booklet

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ARTICLE 19 – HEALTH & SAFETY

19.02 – INFLUENZA VACCINATION

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

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

19.03 ACCIDENT PREVENTION HEALTH AND SAFETY COMMITTEE

The Hospital and the Union agree that they mutually desire to maintain standards of safety and health in the Hospital in order, to prevent accidents, injury and illness. Recognizing its responsibilities under the applicable legislation, the Hospital agrees to accept as a member of its Accident Prevention - Joint Health and Safety Committee at least one (1) representative selected or appointed by the Union from amongst bargaining unit employees.

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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.

The Hospital agrees to co-operate reasonably in providing necessary information to enable the Committee to fulfill its functions.

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.

Any representative appointed or selected in accordance with (b) hereof shall serve for a term of one (1) calendar year from the date of appointment which may be renewed for further periods of one (1) year. Time off for such representative(s) to attend meetings of the Accident Prevention - Joint 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 their regular or premium rate as may be applicable.

The Union agrees to endeavour to obtain the full co-operation of its membership in the observation of all safety rules and practices.

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 they so request, will be granted an unpaid leave of absence before commencement of the maternity leave.

Where the Hospital identifies high-risk areas where employees are exposed to an infectious or communicable disease, the Hospital will provide such medication/vaccine at no cost to employee.

The Hospital's Joint Health and Safety Committee will create an exhibit to recognize the National Day of Mourning for workers that were injured or died on the job.

19.04 WORKPLACE VIOLENCE

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

The Hospital will inform the Union within three (3) working days of any employee who has been subjected to violence while performing their work. Such information shall be submitted to the Union in writing.

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

- Violence in the Workplace (including Verbal Abuse)
- In particular, the local parties will consider appropriate measures to address violence in the workplace, which may include, among other remedies:

EACH OF THE FOLLOWING PROVISIONS WILL APPEAR IN ALL COLLECTIVE AGREEMENTS REPLACING ANY RELATED PROVISIONS THAT EXISTED IN THE HOSPITAL'S EXPIRING COLLECTIVE AGREEMENT, UNLESS OTHERWISE SPECIFIED.

- (i) Electronic and visual flagging;
- (ii) Properly trained security who can de-escalate, immobilize and detain / restrain;
- (iii) Appropriate personal alarms;
- (iv) Organizational wide risk assessments assessing environment, risk from patient population, acuity, communication, and workflow and individual client assessments; and
- (v) Training in de-escalation, "break-free" and safe immobilization / detainment / restraint. "Workplace violence" means,
 - (a) The exercise of physical force by a person against a worker, in a workplace, that causes or could cause physical injury to the worker,
 - (b) An attempt to exercise physical force against a worker, in a workplace, that could cause physical injury to the worker, and
 - (c) A statement or behaviour that it is reasonable for a worker to interpret as a threat to exercise physical force against the worker, in a workplace, that could cause physical injury to the worker.

ARTICLE 20 – COMPENSATION

20.01(A) – JOB CLASSIFICATION

When a new classification (which is covered by the terms of this collective agreement) is established by the Hospital, the Hospital shall determine the rate of pay for such new classification and notify the local Union of the same. If the local Union challenges the rate, it shall have the right to request a meeting with the Hospital to 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.

EACH OF THE FOLLOWING PROVISIONS WILL APPEAR IN ALL COLLECTIVE AGREEMENTS REPLACING ANY RELATED PROVISIONS THAT EXISTED IN THE HOSPITAL'S EXPIRING COLLECTIVE AGREEMENT, UNLESS OTHERWISE SPECIFIED.

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.

20.01(B) – JOB DESCRIPTIONS

A copy of the current job description for a bargaining unit position shall be made available to the Local 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.

20.02 – ASSIGNMENT OF DUTIES FROM ANOTHER CLASSIFICATION

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

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

20.03 – PROMOTION TO A HIGHER CLASSIFICATION

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

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20.04 – WAGES AND CLASSIFICATION PREMIUMS

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

ARTICLE 21 – FISCAL ADVISORY COMMITTEE

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

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

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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 March 15, 2023. Upon receipt of such notice by one party or the other, both parties will meet thereafter for the purpose of bargaining.

Dated at Toronto, Ontario, this 30 day of October 2023.

FOR THE HOSPITALS

FOR THE UNION

Maryanna Malfara
Maryanna Malfara (Oct 30, 2023 15:17 EDT)

A Papaiakevou
A Papaiakevou (Oct 30, 2023 16:00 EDT)

Danielle Fox
Danielle Fox (Oct 30, 2023 15:28 EDT)

Sonia Daskalakis
Sonia Daskalakis (Oct 30, 2023 17:32 EDT)

Melissa Peck
Melissa Peck (Oct 30, 2023 15:38 EDT)

Gobishankar Sooriyakumar
Gobishankar Sooriyakumar (Oct 31, 2023 10:04 EDT)

Rosa Roti
Rosa Roti (Oct 30, 2023 15:56 EDT)

(Oct 31, 2023 10:05 EDT)

EACH OF THE FOLLOWING PROVISIONS WILL APPEAR IN ALL COLLECTIVE AGREEMENTS REPLACING ANY RELATED PROVISIONS THAT EXISTED IN THE HOSPITAL'S EXPIRING COLLECTIVE AGREEMENT, UNLESS OTHERWISE SPECIFIED.

APPENDIX A: CUPE PART-TIME CLERICAL SALARY SCALE

CLASSIFICATION	SCALE	CU	VAC	EFFECTIVE DATE	L E V E L S				
					1	2	3	4	5
Menu Clerk	CU02	02	UC	11 MAY 2020 [1.7%]	20.804	21.452	22.077	22.661	
				16 MAR 2021 [4.75%]	21.792	22.471	23.126	23.737	
				16 MAR 2022 [3.5%]	22.555	23.257	23.935	24.568	
				18 SEPT 2023	23.115	23.834	24.529	25.178	
Ward Clerk	CU3A	3A	UC	11 MAY 2020 [1.7%]	22.724	23.37	24.006	24.674	
Admitting Clerk				16 MAR 2021 [4.75%]	23.803	24.48	25.146	25.846	
Unit Clerk				16 MAR 2022 [3.5%]	24.636	25.337	26.026	26.751	
				18 SEPT 2023	25.631	26.360	27.077	27.831	
Sr. Communications Operator	CU3C	3C	UC	11 MAY 2020 [1.7%]	22.872	23.551	24.25	24.897	
				16 MAR 2021 [4.75%]	23.958	24.67	25.402	26.08	
				16 MAR 2022 [3.5%]	24.797	25.533	26.291	26.993	
Secretary - Pathology	CU04	04	UC	11 MAY 2020 [1.7%]	21.314	21.96	22.586	23.276	
Scheduling Clerk - Perioperative				16 MAR 2021 [4.75%]	22.326	23.003	23.659	24.382	
Clerk - Prenatal Diagnosis Unit, Special Pregnancy Program, Rapid Respose Lab-Chemistry				16 MAR 2022 [3.5%]	23.107	23.808	24.487	25.235	
Data Entry Clerk- Financial Reporting Receptionist-Koffler Urologic Center, Administration, Cardiology/UltraSound, Patient Services Report Controller - Pathology Medical Secretary IVF- Fertility and Reproductive Health & Special Pregnancy Program									

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CLASSIFICATION	SCALE	CU	VAC	EFFECTIVE DATE	L E V E L S				
					1	2	3	4	5
Billing Clerk - Finance, Medical Imaging	CU4A	4A	UC	11 MAY 2020 [1.7%]	22.608	23.254	23.88	24.568	
Clerk – Finance, Medical Imaging				16 MAR 2021 [4.75%]	23.682	24.359	25.014	25.735	
				16 MAR 2022 [3.5%]	24.511	25.212	25.889	26.636	
Library Technician	CU4B	4B	UC	11 MAY 2020 [1.7%]	23.721	24.452	25.174	25.915	
				16 MAR 2021 [4.75%]	24.848	25.613	26.37	27.146	
				16 MAR 2022 [3.5%]	25.718	26.509	27.293	28.096	
Health Records Clerk	CU4C	4C	UC	11 MAY 2020 [1.7%]	21.314	21.96	22.586	23.276	
Clerk Float - Health Records				16 MAR 2021 [4.75%]	22.326	23.003	23.659	24.382	
				16 MAR 2022 [3.5%]	23.107	23.808	24.487	25.235	
				18 SEPT 2023	24.041	24.770	25.477	26.255	
Charge Clerk - Film Library - Medical Imaging	CU06	06	UC	11 MAY 2020 [1.7%]	22.067	22.744	23.455	24.092	
Secretary - Nursing Maternal Infant Program, Pharmacy, Social Work, RBU Physic.				16 MAR 2021 [4.75%]	23.115	23.824	24.569	25.236	
Medical Secretary - Nursing, Pathology, Microbiology				16 MAR 2022 [3.5%]	23.924	24.658	25.429	26.119	
Secretary - Medical Imaging Communications Operator									
Health Information Professional - Health Records	CU6A	6A	UC	11 MAY 2020 [1.7%]	27.326	28.418	29.499	30.591	
Inventory Coordinator				16 MAR 2021 [4.75%]	28.624	29.768	30.9	32.044	
				16 MAR 2022 [3.5%]	29.626	30.81	31.982	33.166	

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CLASSIFICATION	SCALE	CU	VAC	EFFECTIVE DATE	1	2	3	4	5
Clerical Coordinator Clerical Coordinator - Ambulatory Dentistry	CU6B	6B	UC	11 MAY 2020 [1.7%]	23.825	24.452	25.809	27.082	28.672
				16 MAR 2021 [4.75%]	24.957	25.613	27.035	28.368	30.034
				16 MAR 2022 [3.5%]	25.83	26.509	27.981	29.361	31.085
Payroll Advisor	CU7A	7A	UC	11 MAY 2020 [1.7%]	26.573	26.785	27.506	28.248	
				16 MAR 2021 [4.75%]	27.835	28.057	28.813	29.59	
				16 MAR 2022 [3.5%]	28.809	29.039	29.821	30.626	
Bed Assignment Coordinator - Admitting Accommodation Coordinator - Admitting Medical Dicta Typist - Health Records, Microbiology Pathology Office Coordinator - Dentistry	CU08	08	UC	11 MAY 2020 [1.7%]	23.476	24.357	25.248	26.456	
				16 MAR 2021 [4.75%]	24.591	25.514	26.447	27.713	
				16 MAR 2022 [3.5%]	25.452	26.407	27.373	28.683	
Admitting Coordinator Customer Service Coordinator Coordinator- Building Services and Engineering									

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APPENDIX B: WORKLOAD COMPLAINT FORM

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

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

SECTION 1: GENERAL INFORMATION

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

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

Unit/Area/Program: _____ Site/Location: _____

Date of Occurrence _____ Time of Occurrence: _____

Shift Length: 7.5 hr. 11.25 hr. Other _____

Name of Manager/Supervisor: _____ Time Notified: _____

Date Form Submitted to Employer: _____

SECTION 2: WORKING CONDITIONS

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

Type of Work Being Performed (please describe)

Number of Staff on Duty _____ Usual Number of Staff on Duty _____

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

SECTION 3: DETAILS OF OCCURENCE

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

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

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SECTION 4: REMEDY

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

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

c) Was it resolved Yes No

Provide details of how it was or was not resolved:

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SECTION 5: RECOMMENDATIONS

To correct this problem, I/we recommend:

SECTION 6: EMPLOYEE SIGNATURE(S)

Signature: _____

Date: _____

Phone #: _____

Email: _____

Signature: _____

Date: _____

Phone #: _____

Email: _____

Signature: _____

Date: _____

Phone #: _____

Email: _____

Signature: _____

Date: _____

Phone #: _____

Email: _____

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SECTION 7: MANAGEMENT COMMENTS

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

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ARTICLE 1 – RECOGNITION AND SCOPE

All clerical employees regularly employed for not more than twenty-four (24) hours per week, and all the casual clerical employees employed by Sinai Health System, Mount Sinai Hospital in the City of Toronto, save and except supervisors; persons about the rank of supervisor; secretaries employed by physicians, the Hospital Foundation, Hospital Auxiliary, and the Mount Sinai Research Institute; geographic secretaries; assistant supervisors in Central Service; office managers; buyers; medical photographers; system analysts, ledger keepers; accountants; patient representatives; professional medical staff persons employed in the Human Resources Department in a confidential capacity relating to labour relations; students employed during the university or school vacation periods; students employed in a co-operative training program; students employed as medical dicta trainees; and all persons covered by subsisting collective agreements or certificates. Particularly those employed in the classification set out in the schedule "A" of the Collective Agreement between Mount Sinai Hospital and the Canadian Union of Public Employees local 5492.

Definitions:

1.01 PART-TIME EMPLOYEE

A regular part-time employee is an employee who is regularly scheduled for work on the basis of a commitment made to the Hospital to be available for work on a predetermined basis. Prior to utilizing a casual employee, regular part-time employees that are normally scheduled on that department/unit may, based on their availability, be given the option of being scheduled for additional shifts over and above their normal commitment as required by Hospital operations.

1.02 CASUAL EMPLOYEE

A casual Part-time Employee is one who is not pre-scheduled, and who is called in to work as needed.

1.03 UNION REPRESENTATIVE(S)

Union Representative(s) is defined as Staff Representative(s) of the bargaining agent as assigned by the President or designate(s).

1.04 TIME LIMITS

When referring to the number of days in the collective agreement the number of days shall be exclusive of Saturdays, Sundays and Paid Holidays listed in this agreement.

1.05 SCHEDULE "A"

The wage grid shall be found at Schedule "A".

ARTICLE 2 – UNION DUES DEDUCTION AND REMITTANCE AND DUES LISTS

2.01 The Hospital agrees to deduct union dues bi-weekly from each regular employee in the bargaining unit.

2.02 The amount of the dues shall be those authorized by the Union in accordance with the provisions of its By-Laws and Constitution and the Secretary-Treasurer of the Union shall

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notify the Hospital of any changes therein and such notification shall be the Hospital's conclusive authority to make the deductions specified.

- 2.03 In consideration of the deducting and forwarding of union dues by the Hospital, the Union agrees to indemnify and save harmless the Hospital against any claims or liabilities arising or resulting from the operation of this Article.
- 2.04 Dues deductions shall become effective on the date in which the employee was hired. The deduction shall be forwarded to the National Secretary-Treasurer of the Union following the pay period in which the deduction was made, along with a list of employees for whom deductions were made. The Hospital will, at the same time, provide the Local Union with a list, monthly, of all hiring's, lay-off, recalls and terminations with the amount of such deductions and a total of all regular wages paid to bargaining unit employees exclusive of overtime and fringe benefits where such information is available or becomes readily available through the Hospital's payroll system. Such information shall be sent to the attention of the Recording Secretary of the Local Union. The National Secretary of the Union will also receive a copy of the amount of the deductions and a total of all regular wages paid to bargaining unit employees exclusive of overtime and fringe benefits.
- 2.05 When remitting union dues to the Union, the Hospital will, if the ability arises through the Hospital payroll system, provide the following information: name, classification, amount of union dues deducted, and the total number of hours worked by each employee within that dues periods.

2.06 – SENIORITY LISTS

- (a) The Hospital shall provide electronic copies of the full-time bargaining unit-wide seniority list to the Union within thirty (30) days of the implementation of this agreement. Thereafter Seniority lists will be provided to the Union twice yearly at the first pay period following March 1st and the first pay period following September 1st.
- (b) An employee attaining seniority shall have thirty (30) days from the posting of the seniority list containing their name to advise the Hospital of any errors with respect to their respective seniority dates. Thereafter, the employee shall be deemed to have accepted the seniority dates posted unless their seniority date changes in a subsequently posted list, in which case they shall have thirty (30) days from the posting of that seniority list to advise the Hospital of errors
- (c) Where two (2) or more employees have the same seniority date, they shall be placed on the seniority list in an order determined by service date with the Hospital. In circumstances of identical service dates, a lottery will be conducted in the presence of a Union Representative. Previous lottery dates for same date of hire stand as is.

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ARTICLE 3 – MANAGEMENT RIGHTS

3.01 The Union acknowledges that it is the exclusive function of the hospital to:

Maintain order, discipline and efficiency;

Hire, assign, retire, discharge, direct, classify, transfer, promote, demote, layoff and suspend or otherwise discipline employees for just cause provided that a claim of discriminatory promotion or demotion or a claim that an employee has been discharged or disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided;

Establish and enforce reasonable rules and regulations to be observed by the employees, provided they are not inconsistent with the provisions of this agreement;

Generally to manage and operate the hospital in all respects in accordance with its obligations and without restricting the generality of the foregoing to determine the kinds and locations of machines, methods and procedures, equipment to be used, the allocation and number of employees required from time to time, over time, the standards of performance for all employees and all other matters concerning the Hospital's operations, not otherwise specifically dealt with elsewhere in this Agreement.

ARTICLE 4 – JOB SECURITY

4.01 With respect to the development of any operating or restructuring plan which may affect the bargaining unit, the Union shall be involved in the planning process as soon as practicable and, in any event, in advance of such plans or proposals being finalized and notices of layoff being issued or other actions taken that would adversely affect the bargaining unit and through to the final phases of the process.

ARTICLE 5 – REPRESENTATION

5.01 – BARGAINING COMMITTEE

a) The Hospital agrees to recognize a negotiating committee comprised of three (3) hospital employee representatives of the Union for the purpose of negotiating a renewal agreement. The Hospital agrees to pay members of the negotiating committee for straight time wages lost from their regularly scheduled working hours spent in direct negotiations for a renewal agreement, up to but not including arbitration. Nothing in this provision is intended to preclude the Union negotiating committee from having the assistance of any representatives of the Canadian Union of Public Employees when negotiating with the Hospital.

b) 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.

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

5.02 – STAFF PLANNING COMMITTEE

In addition to that, and to any other planning committee in the Hospital of a more broadly representational make-up, there shall be immediately established a Staff Planning Committee for the bargaining unit, which shall meet during the term of this agreement every three months, unless otherwise mutually agreed by the parties. It shall be the function of the Staff Planning Committee to consider possible ways and means of avoiding or minimizing potential adverse effects upon employees in the bargaining unit, including:

- (i) identifying and proposing possible alternatives to any action that the Hospital may propose taking;
- (ii) identifying and seeking ways to address the retraining needs of employees;
- (iii) identifying vacant positions within the Hospital for which surplus members of the bargaining unit might qualify, or such positions which are currently filled but which are expected to become vacant within a twelve (12) month period.

Composition and Meetings

The Committee shall be comprised of equal numbers of representatives of the Hospital and from the Union. The number of representatives is to be determined and shall consist of at least two (2) representatives from each party.

Meetings of the Committee shall be held during normal working hours. Representatives attending such meetings shall be deemed to be work time for which the representative(s) shall be paid by the Hospital at their regular or premium rate as may be applicable. The Hospital shall make typing and other such clerical assistance available as required.

Each party shall appoint a co-chair for the Committee. Co-chairs shall chair alternate 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.

Disclosure

To allow the Staff Planning Committee to carry out its mandated role under this Article, the Hospital will provide the Committee with pertinent financial and staffing information and with a copy of any reorganization plans which impact on the bargaining unit.

Accountability

The Committee shall submit its written recommendations to the Chief Executive Officer of the Hospital or designate and the Board of Directors. Where there is no consensus within the Committee, the individual members of the Committee shall be entitled to submit their own recommendations. Any agreement between the Hospital and the Union resulting from

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the above review concerning the method of implementation will take precedence over the other provisions of this agreement.

It is understood that all of the above shall be completed in a timely manner.

ARTICLE 6 – HOURS OF WORK

6.01 – TIME OFF BETWEEN SHIFTS

In the case of departments where employees are required to rotate on the day, evening and/or night shifts, the employer will endeavour to arrange shifts such that there will be a minimum of twenty-three (23) hours between the beginning of shifts and changeover of shifts and of thirty- nine (39) hours if there is one (1) day off and of sixty-three (63) hours if there are two (2) days off between the change-over of shifts.

6.02 – SIGN IN AND OUT

Where the Hospital requires employees to sign in and out, they will do so as prescribed by the department upon arrival at and departure from work. The requirement to sign in and out will be applied to bargaining unit employees on department wide basis. If a department elects to introduce a sign in and sign out requirement for bargaining unit employees, the Union will be advised in Staff Planning prior to the introduction of the requirement.

6.03 – SHIFT EXCHANGE

An employee may initiate up to four (4) exchanges of shifts per six (6) week posted schedule. Approval must be obtained in advance and no additional costs to the Hospital will result from such exchange of shift such approval shall not be unreasonably denied.

6.04 – PAID TIME TO WORKING TIME

Employees absent on approved leave, paid by the Employer or by the Workers' Safety Insurance Board, shall for the purposes of computing overtime pay during the work schedule in which the absence occurred, be considered as having worked their regularly scheduled hours during such leave of absence. No pyramiding shall result from the application of this provision.

The foregoing shall also apply in cases of short-term leaves of absence for Union business approved by the Employer under the applicable provisions of the collective agreement where payment is made to the employee by the Union

ARTICLE 7 – SCHEDULING

7.01 The Hospital will post work schedules at least four (4) weeks in advance and to keep changes in such schedules to a minimum. Changes to posted work schedules will be brought to the attention of the employee. The Hospital and the Union agree that where less than twenty-four (24) hours' notice is given to the employee, time and one half (1 ½)

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- of the employee's regular straight time hourly rate will be paid for all hours worked on the first shift of the employee's new schedule.
- 7.02 Schedules shall be arranged so that employees will normally not be required to work more than seven (7) consecutive shifts without a day off. However, employees may exchange shifts with consent of the Hospital.
- 7.03 It is understood normal hours include those required to accommodate the change from Daylight Saving Time to Standard Time and vice versa to which the other provisions of the Articles dealing with Hours of Work and Overtime do not apply. It is further understood that the amount of regular pay for a full normal shift worked shall not be affected by reason of the change in the number of normal hours worked in consequence of such change from Daylight Saving Time to Standard Time and vice versa.
- 7.04 Where the Hospital intends to introduce extended hours it shall advise the Union in advance and meet with the Union prior to implementation. The introduction of extended shifts shall be subject to agreement of the Hospital and the Union.
- 7.05 There shall be no split shifts scheduled by the Hospital.
- 7.06 The parties to this agreement recognize that the operation of the Hospital may require the performance of overtime work from time to time and employees will cooperate in the performance of such work. The Hospital will attempt to advise employees of required overtime as far in advance practicable except in the cases of emergency.
- 7.07 In light of the foregoing, the Hospital agrees to distribute available overtime in order of seniority amongst available and qualified employees normally performing the work within the Departments in which the overtime is required. It is understood and agreed, however, that any valid claim of distribution error should result only in an employee's entitlement to the next opportunity to perform scheduled overtime in their Department that they are qualified to perform.
- 7.08 The Hospital and the Union may, where mutually agreed, establish a Scheduling Committees comprised of not more than two (2) representatives from the Hospital and two (2) representatives from the Union (one of who will be an elected union official) to discuss issues related to scheduling.

ARTICLE 8 – GENERAL

8.01 – BULLETIN BOARDS

The Union shall have access to designated bulletin boards throughout the premises of the Hospital for the posting of appropriate Union notices pertaining to matters relating to Members

8.02 – PAYROLL ADMINISTRATION

- a) Any discrepancies to an employee's direct deposit pay will be corrected on the next regular direct deposit pay. In the event the discrepancy is for at least seven and one half (7.5) hours regular pay and the error was

EACH OF THE FOLLOWING PROVISIONS WILL APPEAR IN ALL COLLECTIVE AGREEMENTS REPLACING ANY RELATED PROVISIONS THAT EXISTED IN THE HOSPITAL'S EXPIRING COLLECTIVE AGREEMENT, UNLESS OTHERWISE SPECIFIED.

made by the Hospital, the employee may request through their manager/designate an off cycle payroll adjustment. Payroll will issue the separate deposit within forty-eight (48) hours of the employee's manager/designate notifying Payroll of the Hospital's error. Saturdays, Sundays and paid holidays are not included in the forty-eight (48) hour period.

- b) Employees are paid every two (2) weeks by direct bank deposit. The pay stubs are accessible through the Hospital Payroll System. Pay days are every second Friday and include hours worked/paid for the fourteen (14) days up to and including the Saturday prior to pay day. Should a Friday payday fall on a day when banks are closed due to a religious or other holiday then the Hospital will endeavor to process the direct deposit pay the last business day immediately prior to the holiday.

8.03 – UNION OFFICE

The Hospital agrees to provide the Union with an office, separate from any other bargaining agent within MSH, free of charge, on premises of the Hospital where the Local Executives can meet to perform their elected duties in accordance with Articles 9.02; 9.03; 15.02 and 15.03.

- 8.04 The Hospital may grant leaves of absence without pay for up to an aggregate total for all leaves of fifty (50) days during each calendar year. Such leaves may be granted to not more than three (3) employees at any time and to not more than one (1) employee from the same area.
- 8.05 After joint consultation, the Union and the Hospital will share equally the printing cost of this Agreement.

8.06 – SUPPLEMENTAL UNEMPLOYMENT BENEFIT (SUB) PLAN

Regular full-time, regular part-time and casual employees on leave as set out in 15.05 & 15.06 above, and who is in receipt of Employment Insurance (EI) benefits pursuant to Section 22 and 23 of the Employment Insurance Act, shall be paid a Supplemental Unemployment Benefit.

Such payment shall commence following completion of the one (1) week Employment Insurance (EI) waiting period and receipt by the Hospital of the employee's Employment Insurance cheque stub as proof that the employee is in receipt of Employment Insurance pregnancy or parental (adoption) benefits and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks for pregnancy and ten (10) weeks for parental. The employee does not have any vested right except to receive payments for the covered unemployment period.

Temporary/contract employees are not eligible for Supplemental Unemployment Benefit.

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The plan provides that payments 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. The plan is financed by the employer and separate accounting records of benefits paid from the plan will be kept by the employer. The employer will inform the Canada Employment and Immigration Commission, in writing, of any changes to the plan within thirty (30) days after the effective date of change.

(Pregnancy Leave)

The benefit will be equivalent to the difference between ninety-three percent (93%) of their regular weekly earnings and the sum of their weekly Employment Insurance benefits and any other earnings. Such payment shall commence following completion of the one- week Employment Insurance waiting period, and receipt by the Hospital of the employee's Employment Insurance cheque stub as proof that they are in receipt of Employment Insurance pregnancy benefits and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks. The employee's regular weekly earnings shall be determined by multiplying their regular hourly rate on their last day worked prior to the commencement of the leave times their normal weekly hours plus any wage increase or salary increment that they would be entitled to if they were not on pregnancy leave.

(Parental Leave)

There are two options available for receiving parental benefits, which the employee must choose prior beginning their leave, standard or extended:

Standard parental benefits

The weekly benefit rate is fifty-five percent (55%) paid for a maximum of thirty-five (35) weeks and must be claimed within a fifty-two (52) week period (12 months) after the week the child or children were born or placed for the purpose of adoption. The two parents can share these thirty-five (35) weeks of standard parental benefits.

Extended parental benefits

The benefit rate is thirty-three percent (33%) of the claimants' maximum amount for a maximum of sixty-one (61) weeks and must be claimed within a seventy-eight (78) week period (eighteen (18) months) after the week the child or children were born or placed for the purpose of adoption. The two parents can share these sixty-one (61) weeks of extended parental benefits.

Standard and Extended SUB payments for the maximum period of ten (10) weeks will be equal to the difference between ninety-three percent (93%) of the employee's regular weekly earnings (excluding % in lieu of benefits and vacation pay for part-time) and the weekly EI benefit rate of fifty-five percent (55%) for the claimant's average weekly insurable earnings up to a maximum amount.

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8.07 – LEAD HAND PREMIUM

An employee designated as a lead hand will receive an amount of one dollar and fifty cents (\$1.50) per hour in addition to their regular rate of pay while so designated.

ARTICLE 9 – HOLIDAYS

There shall be twelve (11) holidays and these holidays are set out below:

New Year's Day	Family Day	Good Friday
Easter Monday	Victoria Day	Canada Day
Civic Holiday	Labour Day	Thanksgiving Day
Christmas Day	Boxing Day	

ARTICLE 10 – VACATION SCHEDULING

a) Requests for vacation preference for the vacation year commencing June 1st and ending May 31st will be made by March 31st preceding the commencement of the vacation year.

The vacation schedule will be posted no later than May 1st. All vacation periods will be arranged by the supervisor with consideration being given to the employees request on a seniority basis and the needs of the department.

b) All other vacation requests will be reviewed on a first come first serve basis taking into consideration the needs of the department. The supervisor or designate will notify the employee of the decision within one week of the request. Permission will not be unreasonably denied.

ARTICLE 11 – WORK LOAD REVIEW FORM

When an employee or group of employees covered by this agreement have cause to believe that they are being asked to perform more work than is consistent with proper patient care such concern will be raised with their immediate manager/designate.

Where a resolution is not reached, such workload problems may be discussed at the Labour Management Committee.

Such complaint must be filed in writing within fifteen (15) calendar days using the form in Appendix B.

This fifteen (15) day period shall include the attempt to resolve the issue at the unit/department level. The manager/designate will provide a written response to the complainant(s), with a copy to the bargaining unit President or designate and the Labour-Management Committee.

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LETTER OF UNDERSTANDING 1

Between:

Sinai Health System, Mount Sinai Hospital ("Sinai Health")

-and-

The Canadian Union of Public Employees, Local 5492 (the "Union")

Re: CLERICAL RESOURCE TERMS (CRT)

WHEREAS Sinai Health notified the Union on October 5, 2021 of the need to enhance staffing resources to achieve best outcomes for patients, staff, and Sinai Health,

AND WHEREAS Sinai Health is proposing to create a CRT in order to meet the clerical needs to replace short term absences, fill temporary vacancies and unforeseen increases to patient volume in units and as a method of creating full-time and part-time positions.

NOW THEREFORE the following will apply:

1. The Collective Agreement shall apply to all CRT Unit Clerks.
2. CRT Unit Clerks shall be comprised of Full-time and Part-time positions.
3. For the purposes of vacation, leaves of absence, lay-off or any other seniority or service entitlement under the collective agreement, the CRT shall be treated as a separate unit.
4. The utilization of a CRT shall not cause the short term or long term lay off of any Clerical employee covered by the collective agreement or result in a reduction in the scheduled hours of regular part-time Clerical employees on the unit.
5. Prior to assigning a CRT Unit Clerk, Sinai Health must satisfy its obligations under the collective agreement with respect to the scheduling or calling in of regular part-time and/or casual Unit Clerks for scheduled tours and/or additional tours that become available after the schedule has been posted (see Schedule A), save and except CRT's may be utilized to fill temporary vacancies under Article 11.05 & 11.06.
6. A CRT assigned under Article 11 shall be deemed to be on that unit for the duration of the temporary assignment and their name(s) shall be clearly indicated on the schedule within that unit.
7. To ensure quality patient care, each CRT assigned to a unit shall receive the orientation specific to the applicable unit(s), as mutually agreed to by the CRT and the Patient Care Manager/Manager or designate, prior to the commencement of the assignment.
8. Sinai Health shall provide the Union with a list of all CRT Unit Clerks hired on to the CRT and a Job description (Schedule B)

EACH OF THE FOLLOWING PROVISIONS WILL APPEAR IN ALL COLLECTIVE AGREEMENTS REPLACING ANY RELATED PROVISIONS THAT EXISTED IN THE HOSPITAL'S EXPIRING COLLECTIVE AGREEMENT, UNLESS OTHERWISE SPECIFIED.

LETTER OF UNDERSTANDING 2

Between:

Sinai Health System, Mount Sinai Hospital ("Sinai Health")

-and-

The Canadian Union of Public Employees, Local 5492 (the "Union")

RE: WORK FROM HOME ARRANGEMENT

WHEREAS the Hospital and the Union wish to set out the parameters for a Work-from-Home Program (the "Program").

AND WHEREAS Participation in the Work-From-Home Program is voluntary, subject to approval by the Hospital and agreement by the Union.

NOW THEREFORE the model agreement will form part of the collective agreement between the parties herein, and shall apply to the employees described in Article 1 of the Model agreement.

Article 1 – WORK UNIT AND EMPLOYEES COVERED

- **Employee Name status and title**

Article 2 – COMMITMENT

- 2.01 The participating employees' position, job description and duties, and other terms and conditions of employment will remain unchanged.
- 2.02 Participating employees must comply with all applicable Hospital policies and procedures, as amended, including but not limited to the following:
- Privacy Policy – I-i-80-95
 - Privacy Incident Protocol– I-i-65-75
 - Information System Security Policy – I-i-10-17
 - End User Computing Device Assignment Policy
 - Patch Management Policy
 - Electronic Signature (Use of) – IX-c-5
 - Remote Access Policy - I-i-5-6
 - Appropriate Use of Information and Information Technology - I-h-15
 - Attendance Support Policy –IV-b-5-10

EACH OF THE FOLLOWING PROVISIONS WILL APPEAR IN ALL COLLECTIVE AGREEMENTS REPLACING ANY RELATED PROVISIONS THAT EXISTED IN THE HOSPITAL'S EXPIRING COLLECTIVE AGREEMENT, UNLESS OTHERWISE SPECIFIED.

ARTICLE 3 – ALLOCATED WORKSTATION AND EQUIPMENT

- 3.01 The participating employees must establish an appropriate, safe and hazard free work environment within their home for work purposes which meets the Hospital's privacy and confidentiality requirements, as outlined below. The Hospital will not be responsible for or reimburse costs associated with initial setup of the participating employees' home office such as remodeling, furniture or lighting, repairs or modifications to the home office space.
- 3.02 It is the participating employees' responsibility to ensure that their workstations are configured as per the Sinai Health System Occupational Health and Safety musculoskeletal injury prevention and ergonomics guidelines (Musculoskeletal Injury Prevention / Ergonomics).

An employee's participation in the Program is subject to the Hospital confirming in writing that these requirements have been satisfied, which may include an ergonomic assessment of the employee's home office arrangements.

Once an employee has agreed to participate in the Program, they must submit supporting documentation and a completed and signed Attestation, to verify the home work environment is safe, ergonomically sound, meets the Hospital's privacy and confidentiality requirements and/or to ensure the equipment layout is operative. Such supporting documentation may include, but will not be limited to, photographs and checklists.

- 3.03 The participating employee must use Hospital issued equipment to connect to the Hospital's network. Once connected to the Hospital network via the remote access software, all transactions for the purpose of Hospital work will be performed on the assigned VDI Terminal owned by the Hospital.

The participating employee will be issued a laptop. The employee is responsible for transporting the laptop and plugging it into the Hospital network to ensure the latest software and security updates are installed biweekly.

All Hospital equipment and material remains the property of the Hospital. The participating employee will be responsible for the proper care of the equipment and material. The participating employee is obligated to ensure that the equipment is not used in a negligent manner or in any way inconsistent with the purpose of this Agreement. All equipment and material shall be returned in good condition, subject to normal wear and tear, upon the termination of the Work-from-Home Program or employment with the Hospital.

- 3.04 Once the physical work-from-home station has been approved, the participating employee agrees not to make any changes to the workstation without the approval of the manager. Upon the approval of the manager, any changes to the workstation, including its location within the participating employee's home or movement of the location to another home shall be the sole responsibility of the participating employees. All costs associated with the change in the Work-from-Home location shall be the responsibility of the participating Employees and any changes must be made in accordance with the initial Work-from-Home location plan and approved by the manager.
- 3.05 Any equipment and material supplied by the Hospital to the participating Employees shall only be used to complete work assigned to the participating employees by the Hospital and for no other purpose. The participating employees will ensure that no other

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person has access to the use of the equipment and material supplied by the Hospital while it is in their home. The use of the computer equipment will be monitored by the Hospital to ensure that the only use made of the computer equipment is for use authorized by the Hospital. No other equipment or software shall be added or installed on the computer equipment supplied by the Hospital. An itemized list of all equipment and materials issued by the Hospital will be provided to the participating employees. The equipment should not be removed or used away from the approved Work-from-Home station without approval by the manager.

- 3.06 Should the Hospital issued equipment require servicing or need to be brought back onsite for further diagnostic and repairs, it is the participating employee's responsibility to ensure the safe transportation of such equipment at the participating employee's expense. Should the participating employee require assistance in setting up or taking down the Hospital issued equipment, they may contact the manager.

The participating employee has two (2) options to service the laptop:

Option 1- The participating employee couriers the laptop to the Hospital, a loaner may be provided if there is an extended amount of time to repair the laptop. The costs will be covered by the department.

Option 2- The participating employee brings the laptop to the Hospital's HelpDesk for repair.

ARTICLE 4 – PARTICIPATING EMPLOYEE RESPONSIBILITIES

- 4.01 Participating employees who live in rented property are solely responsible to ensure that their lease permits business use of the leased premises.
- 4.02 The participating employee will not be allowed to download any other software, shareware, music, hardware or screensavers on Hospital-owned equipment without the express written consent of the Hospital.
- 4.03 All patient Personal Health Information must remain in the Hospital's servers. It may not be downloaded or saved locally by participating employees.
- 4.04 It is the participating employees' responsibility to determine any income tax implications of maintaining a home office area. Employees are encouraged to consult with a qualified tax professional to discuss income tax implications. The Hospital will issue a T2200 form when requested by an employee.
- 4.05 The participating employees agree to provide progress reporting as required by their manager. The employee further agrees to report any need for support or other work-related problems to their manager.
- 4.06 It is the participating employee's responsibility to arrange for the established internet access and all associated costs including initial set up, monthly fees and disconnect fees when applicable, for the duration of the Work-from-Home program. The minimum internet connectivity requirements are:

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- High speed internet connection
- 20 Mbps download
- 5 Mbps upload

If the participating employee has concerns relating to the cost associated with internet data usage and can establish that it is directly related to Hospital work being conducted through this Work-From-Home Project, the parties will meet to discuss a resolution.

4.07 It is the responsibility of the participating employee to ensure full confidentiality of the Hospital information at all times. The participating employee will only collect, use and disclose personal health information and corporate confidential information as required to fulfill job requirements. All phone calls related to personal health information will be conducted in private.

4.07.1 The participating employee will provide the following:

- Private area where confidentiality and privacy can be maintained.
- The Hospital issued computer must be password protected, and no member of the employee's family, visitors, etc. may use the computer for any purpose.
- Suitable desk that is ergonomically safe and can support a keyboard tray (see also 2.02 above)

4.08 It is the responsibility of the participating employee to have:

- An up to date anti-virus utility on their PC as provided by the Hospital.
- A SECURE Wifi network (i.e. not open, secure admin password using our password policy and not default)

4.08.1 The participating employee must not:

- Photograph, video tape, record any information
- Any printed material containing personal health information or corporate confidential information must be cross-cut shredded.
- Print any information
- Share their screen (e.g. webex) with unauthorized users

4.09 Participating employees must as soon as reasonably possible inform Occupational Health Safety and Wellness and their manager of any workplace injury or accident during telecommuting, or outside work hours.

4.12 Upon termination of this Agreement for any reason the participating employees will immediately return all equipment and material in good condition subject to normal wear and tear.

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ARTICLE 5 – HOURS OF WORK, WORK EXPECTATION AND EMPLOYMENT ARRANGEMENTS

5.01 The participating employees are required to work their normal working hours in accordance with Article 16 of the collective agreement. All normal working hours will be completed between the hours of 7:00 am and 7:00 pm Monday to Friday. If a participating employee chooses to work outside the hour of the pre-approved schedule they are not entitled to any premium pay.

The manager must approve any variation from the pre-approved hours in the work schedule. Participating employees must work and not exceed the agreed work schedule. Overtime hours must be authorized in advance by the Hospital and will be paid in accordance with the Collective Agreement.

Statutory holidays will be observed in accordance with the *Employment Standards Act*, and the Collective Agreement.

5.02 Participating employees will be expected to attend all routine and adhoc employee meetings or conferences at the Hospital and will be available to work on-site at the Hospital should their Manager determine that it is necessary on any given day. The Hospital will provide at least twenty-four (24) hours' notice of such meetings.

5.03 Participating employees will notify their manager if they are unable to work due to illness and will be required to follow the relevant Hospital policy and/or the unit guidelines in relations to sick leave and the Collective Agreement.

5.04 Participating employees remain covered by the Workplace Safety and Insurance Act of Ontario.

5.05 If the participating employees are unable to perform their assigned duties due to failure of equipment they must notify their manager immediately and may be expected to attend at the Hospital to perform their duties.

5.06 The participating employee will contact the Hospital Helpdesk Desk at 416-586-4800 x 4357 for technical support related to their VDI connectivity Session using Hospital issued equipment. If Help Desk identifies that the issue is not related to the VDI session then the participating employees must contact their manager as to next resolution steps. If it is identified that the Hospital issued equipment needs to be brought onsite for further troubleshooting or repair, the participating employees will be responsible to bring the equipment in to the Hospital at their own expense.

5.07 Planned Downtime: Employees are expected to re-address/reschedule their own work time. No extra compensation is warranted in this situation. Please proceed with downtime manual coding using the following coding template:
S:\OQPM\Coding\Winrecs\Downtime\Winrecs Downtime Abstracting & Coding Form.xls

5.08 Unplanned Downtime: The participating employee is required to notify the Hospital as soon as unplanned downtime occurs. The Hospital reserves the right to require a participating employee to attend at the Hospital to work where there is unplanned

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downtime. For clarity, employees will be expected to work their allocated hours as per 5.01, except in exceptional circumstances where approved by the Hospital.

Internet Downtime (scheduled or unplanned): Employees are expected to re-address/reschedule their own work time. No extra compensation is warranted in this situation

- 5.09 The Hospital may require from time to time that the participating employees perform safety inspections of the work-from-home environment and complete the provided Inspection Report for submission to Employee Health Safety and Wellness and their Manager.
- 5.10 The participating employees must be accessible by phone or e-mail within a reasonable time period during the agreed-on work schedule.
- 5.11 The participating employees will be required to work on site if the Program or their participation in it is terminated in accordance with Article 6.
- 5.12 The quality and productivity output achieved by the participating employee will be measured in accordance with the established standards of the Information Management department. Where this standard of performance noticeably diminishes and/or does not meet Health Information Professional standards in full, their manager may require the participating employee to end the work from home agreement and return to work at the Hospital.
- 5.13 Any travel costs associated with attending to work matters at the Hospital shall be incurred at the participating employees' own expense, i.e. car expenses, bus tickets, parking etc.
- 5.14 It is understood and agreed that the participating employee shall, during their working hours, devote their attention to work. Work-from-Home is not a substitute for dependent care and the participating employees must ensure that adequate dependent care arrangements are in place and that personal responsibilities are managed in such a way that allows the participating employees to successfully meet work responsibilities, and Work-from-Home productivity standards as established by the Hospital.

ARTICLE 6 – TERMINATION OF THE PROGRAM OR PARTICIPATION IN THE PROGRAM

- 6.01 If within one month of the participating employee's execution of this agreement the participating employee determines that they wish to withdraw from the Program, the employee will give the Hospital written notice within that one-month period of their intent to withdraw from the Program and the participating employee shall be permitted to withdraw from the Program.
- 6.02 The Work-From-Home Program or an individual employee's participation in the Work-From-Home Program may be discontinued by the Hospital in its sole discretion, at any time, and for any reason.

EACH OF THE FOLLOWING PROVISIONS WILL APPEAR IN ALL COLLECTIVE AGREEMENTS REPLACING ANY RELATED PROVISIONS THAT EXISTED IN THE HOSPITAL'S EXPIRING COLLECTIVE AGREEMENT, UNLESS OTHERWISE SPECIFIED.

LETTER OF UNDERSTANDING 3

Between:

Sinai Health System, Mount Sinai Hospital ("Sinai Health")

-and-

The Canadian Union of Public Employees, Local 5492 (the "Union")

RE: EXTENDED SHIFT ARRANGEMENTS

The parties hereby agree, subject to the approval of the Ministry of Labor, that extended shifts will be implemented under the following terms and conditions. In all other respects the collective agreement shall apply.

All eligible full-time and regular part-time staff on a unit/department that is considering extended shift schedules will be given an opportunity to vote on the proposed schedule. The parties will jointly supervise such vote, which shall be held by secret ballot.

Where seventy-five percent (75%) of participating employees voted in favour of extended shifts, the new schedule will be implemented on a six (6) month trial basis and will be reviewed by both parties. This Model Agreement shall form part of the collective agreement between the parties herein, and shall apply to the employees described in Article 1 of the Model Agreement.

ARTICLE 1- WORK UNIT AND EMPLOYEES COVERED

(Detailed and specific description of department and employees covered)

ARTICLE 2- PROBATION

2.1 It is understood that a new employee working extended shifts will be considered on probation until they have completed four hundred and fifty (450) hours of work (60x 7.5 hours= 450).

In all other respects the terms of probation will be in accordance with the collective agreement.

ARTICLE 3 - HOURS OF WORK

3.1 The normal or standard extended workday shall be _____hours per day.

3.2 (Detailed description with an attached scheduled where appropriate.)

3.3 (Where applicable)

Failure to provide _____hours between the end of an employee's scheduled shift and the commencement of such employee's next scheduled shift shall result in payment of one

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and one-half (1.5) times the employee's regular straight time hourly rate for only those hours which reduce the _____ hour period.

Where the _____ hour period is reduced as a result of an approved change of shift(s) requested by the employee(s), such premium payment shall not apply.

ARTICLE 4- SCHEDULING

(Scheduling conditions to be determined locally i.e. weekends off, consecutive shifts worked, etc.)

ARTICLE 5 - OVERTIME

5.1 Overtime shall be defined as being all hours worked in excess of the normal or standard extended workday, as set out in Article 3.1 of the Model Agreement.

5.2 For purposes of overtime the hours of work per week shall be averaged over _____(weekly/pay-periods).

ARTICLE 6- REST AND MEAL PERIODS

Employees shall be entitled to relief periods during the shift on the basis of fifteen (15) minutes for each 3.75 hours worked.

6.1 (The length of the meal period to be determined locally)

ARTICLE 7- SICK LEAVE AND LONG-TERM DISABILITY

The short-term sick plan will provide payment for the number of hours of absence according to the scheduled shift up to a fifteen (15) week total of 562.5 hours. All other provisions of the existing plan shall be maintained.

ARTICLE 8 - PAID HOLIDAYS

(Applicable to Full-time Employees Only)

8.1 Holiday pay will be computed on the basis of the employee's regular straight time hourly rate of pay times the normal or standard workday as set out in the "Daily and Weekly Hours of Work" provision of the Local collective agreement (Article 16).

8.2 An employee required to work on any of the designated holidays listed in the collective agreement shall be paid at the rate of time and one-half (1.5) their regular straight time rate of pay for all hours worked on such holiday (0001h to 2400h of the holiday). In addition, they will receive a lieu day off with pay in the amount of their regular straight time hourly rate of pay times seven and one-half (7.5) hours, except in those Hospitals which have a different standard workday in which case the holiday pay will be based on the standard or normal daily hours in that Hospital.

ARTICLE 9 - VACATION

9.1 Vacation entitlement as set out in the collective agreement will be converted to hours on the basis of the employee's normal work week.

9.2 (Applicable to Part-time bargaining units only)

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As set out in the collective agreement.

ARTICLE 10 - TEMPORARY TRANSFERS

10.1 In Article 25.03 of the collective agreement, replace "for a period in excess of one-half a shift" with "in excess of 3.75 hours" for extended hours.

ARTICLE 11 – RESPONSIBILITY ALLOWANCE OUTSIDE THE BARGAINING UNIT

In Article 17.07 of the collective agreement, replace "in excess of one-half a shift" with "after 3.75 hours" for extended hours.

ARTICLE 12 – TERMINATION

12.1 Either party may, on written notice of _____ (days/weeks) to the other party, terminate the Agreement for any reason.

EACH OF THE FOLLOWING PROVISIONS WILL APPEAR IN ALL COLLECTIVE AGREEMENTS REPLACING ANY RELATED PROVISIONS THAT EXISTED IN THE HOSPITAL'S EXPIRING COLLECTIVE AGREEMENT, UNLESS OTHERWISE SPECIFIED.

LETTER OF UNDERSTANDING 4

Between

Sinai Health System, Mount Sinai Hospital ("the Hospital")

And

CUPE ("the Union")

RE: INACTIVE EMPLOYEES

WHEREAS the Hospital and the Union mutually agree that there are a number of casual employees who are currently inactive employees in the bargaining unit;

WHEREAS the parties wish to eliminate inactive employees to improve staffing for all departments of the Hospital;

NOW THEREFORE the following will apply:

- 1) A list of inactive employees will be made and produced to the Union. An inactive employee is one who has not worked a shift in twenty-five (25) weeks.
- 2) The Hospital will write to each inactive employee confirming their inactive status and further confirming that should the employee decline all available shifts offered in the current schedule posted, they will be deemed to have terminated from their position and lost their seniority.
- 3) Should the employee not respond by way of written confirmation within twelve (12) business days of the receipt of such communication, they will be deemed to have terminated from their position and lost their seniority.
- 4) Any inactive employee who has not provided current contact information and address for the purposes of the communication set out above shall be deemed to have abandoned their position.
- 5) This agreement may be cancelled by either party in writing with at least 60 days' notice. The parties agree to meet to discuss prior to the cancellation notice of the agreement.

LETTER OF UNDERSTANDING 5

Between:

**SINAI HEALTH SYSTEM, MOUNT SINAI HOSPITAL
(hereinafter referred to as the "Employer")**

And:

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 5492
(hereinafter referred to as the "Union")**

RE: Meal Allowance & Transportation Allowance

WHEREAS Arbitrator William Kaplan issued an Interest Arbitration award between the Employer and the Union on September 18, 2023;

AND WHEREAS the award stated that "where no central language has been requested by the union current language continues";

AND WHEREAS the previous clerical collective agreement included language on Meal Allowance and Transportation Allowance, which are deemed local issues;

NOW THEREFORE the parties agree to the following:

1. In accordance with the above, the following language forms part of the collective agreement in the local issues section.
2. The Meal Allowance provision shall state:
 - *"When an employee is required to and does work for a minimum of three hours of overtime after their normal shift, they shall be provided with a meal voucher (\$6.00)
When an employee is required to and does work more than three hours of overtime after their normal shift, they shall be provided with a meal voucher (\$12.00)"*
3. The Transportation Allowance provision shall state:
 - *"When an employee is required to travel to the Hospital or to return home as a result of reporting to or off work between the hours of 2400-0600 hours, (other than reporting to or off work for their regular shift) or at any time while on standby, the Hospital will pay transportation costs either by taxi or by their own vehicle at the rate of forty-five cents (\$0.45) per kilometer (to a maximum of fourteen dollars (\$14.00)) or such greater amount as the Hospital may in its discretion determine for each trip between the aforementioned hours. The employee will provide to the Hospital satisfactory proof of payment of such taxi fare.
Where the Hospital requires the employee to travel between sites, the Hospital will pay for transportation costs of forty-five cents (\$0.45) per kilometer unless the Hospital provides transportation between sites."*

4. At the next round of bargaining between the employer and the union, the parties agree that the language in paragraphs 2 and 3 will be included in the agreement, pending any negotiated or awarded changes.
5. This agreement is made without prejudice or precedent to either party.

Dated at TORONTO, Ontario this day 23rd of November, 2023

FOR THE UNION

A Papaiakovou
A Papaiakovou (Nov 23, 2023 14:51 EST)

Sonia Daskalakis
Sonia Daskalakis (Nov 23, 2023 19:20 EST)

Gobishankar Sooriyakumar
Gobishankar Sooriyakumar (Nov 23, 2023 15:12 EST)

FOR THE HOSPITAL

Maryanna Malfara
Maryanna Malfara (Nov 23, 2023 14:52 EST)

Danielle Fox
Danielle Fox (Nov 23, 2023 14:54 EST)

Melissa Peck
Melissa Peck (Nov 23, 2023 14:53 EST)

Rosa Roti
Rosa Roti (Nov 23, 2023 15:29 EST)

EACH OF THE FOLLOWING PROVISIONS WILL APPEAR IN ALL COLLECTIVE AGREEMENTS REPLACING ANY RELATED PROVISIONS THAT EXISTED IN THE HOSPITAL'S EXPIRING COLLECTIVE AGREEMENT, UNLESS OTHERWISE SPECIFIED.

Dated at Toronto, Ontario, this 30 day of October 2023.

FOR THE HOSPITALS

FOR THE UNION

Maryanna Malfara
Maryanna Malfara (Oct 30, 2023 15:17 EDT)

A Papaiakeou
A Papaiakeou (Oct 30, 2023 16:00 EDT)

Danielle Fox
Danielle Fox (Oct 30, 2023 15:28 EDT)

Sonia Daskalakis
Sonia Daskalakis (Oct 30, 2023 17:32 EDT)

Melissa Peck
Melissa Peck (Oct 30, 2023 15:38 EDT)

Gobishankar Sooriyakumar
Gobishankar Sooriyakumar (Oct 31, 2023 10:04 EDT)

Rosa Roti
Rosa Roti (Oct 30, 2023 15:56 EDT)

_(Oct 31, 2023 10:05 EDT)