Collective Agreement

BETWEEN

Bruyère Health

(For Bruyère Health-Saint-Vincent Hospital, Bruyère Health Elisabeth- Bruyère Hospital and Bruyère Health Élisabeth-Bruyère Long-Term Care)

AND

Canadian Union of Public Employees Local 4540

Expiry: March 31, 2026

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ARTICLE 1 - PREAMBLE

1.01 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 settlementof disputes and to establish and maintain mutually satisfactory wages, hours of work and other conditions of employment in accordance with the provisions of thisAgreement.

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 and residents.

1.02 Gender Neutral Pronouns

Gender Neutral pronouns shall be used throughout the Collective Agreement.

1.03 No Discrimination

The parties agree that there will 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, language, family status, handicap, sexual orientation, political affiliation or activity, or place of residence. The Hospital and the Union agree that there will be no discrimination, interference, intimidation, restraint or coercion exercised or practiced by either of them, their representatives or members because of the employee's membership or non-membership in a Union or because of activity or lack of activity in the Union

1.04 Attendance Management

Effective October 31st, 2016

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 18 will not be counted for the purposes of being placed on, or progressing through, the steps of an attendance management program.

ARTICLE 2 - DEFINITIONS

2.01 Employee

Is defined as everyone employed by the Hospital and for whom CUPE local 4540 is the recognized collective bargaining agent.

2.02 a) Full-Time Employee

A full-time employee is an employee who is regularly scheduled to work more than thirty (30) hours per week.

b) Regular Part-Time Employee

Regular part-time employees shall be defined as those employees who are regularly scheduled to work thirty (30) hours or less per week and who make a commitment to the Hospital to be available for work on a pre-determined basis and in respect of whom there is a pre-determined schedule.

c) Casual

Any employee who is hired as a relief or on a replacement basis and is available to work upon request.

2.03 Temporary Employee

Employees may be hired for a specific term not to exceed six (6) months, to replace an employee(s) 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 (e.g. vacation). 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 absentees 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, in accordance with its existing practice, will notify the Union of any employees hired pursuant to this provision.

2.04 Day

Unless otherwise specified in the present, the expression day should be interpreted as a calendar day.

2.05 Pay Period

For the purposes of interpretation and application of this collective agreement, a pay period is constituted as fourteen (14) consecutive days which extends from the Sunday to the Saturday.

2.06 Working Shifts

Means the days of the week during which the employee works seven and one-half (7.5) consecutive hours, exclusive of meal times or; the days of the week during which the employee works his regularly scheduled hours, exclusive of meal times.

2.07 Pre-established Working Shift
Is defined as a working shift that is scheduled to the employee at the time of schedule preparation.

2.08 Additional Working Shift
Is defined as an additional shift offered only after the schedule is posted, to the available employees in the manner prescribed at article 10.04, namely last minute replacements and sick calls.

ARTICLE 3 - MANAGEMENT RIGHTS

The Union recognizes that the management of the Hospital and the direction of the workforce are fixed exclusively by the Hospital and shall remain solely with the Hospital except as specifically limited by a provision of this Agreement. The Union acknowledges that it is the exclusive function of the Hospital to:

3.1 maintain order, discipline and efficiency, and establish and enforce reasonable rules and regulations governing the conduct of its employees;

3.2 hire, discharge, classify, direct, transfer, lay off, promote, demote, assign, recall, or discipline employees;

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

3.4 determine the number of personnel required, the services to be performed and the methods, procedures and equipment to be used in order to ensure efficiency of operations;

3.5 make, enforce and alter from time to time reasonable rules and regulations to be observed by the employees, provided that such rules and regulations shall not be inconsistent with the provisions of this agreement. The Employer will inform the employees and the Union of any major changes in rules and regulations.

The Hospital recognizes that in exercising its rights it will do so in a fair and equitable manner not inconsistent with the provisions of this agreement.

ARTICLE 4 - NO STRIKE / LOCKOUT

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 “lockout” or “strike” shall bear the meaning given to them in the Ontario Labour Relations Act.

ARTICLE 5 - UNION RECOGNITION

5.01 Scope of this agreement

The Hospital recognizes the Union as the sole Collective Bargaining Agency for allits lay employees of Bruyère Health at the Bruyère Health Élisabeth-Bruyère Hospital and Bruyère Health Élisabeth-Bruyère Long-Term Care, in the City of Ottawa, save and except persons regularly employed for not more than twenty-four (24) hours a week, supervisors, persons with a rank equivalent to and superior to supervisors, professional medical staff, registered and graduate nurses, graduate and undergraduate pharmacists, dietitians, technical personnel, office and clerical staff, social workers, occupational therapists, physiotherapists, recreologists, speech pathologists, audiologists, psychologists, psychometrists, psoriasis therapy assistants, pharmacy technicians, occupational therapy technicians, chiropodists and persons covered by subsisting collective agreements; and all employees of Bruyère Health at the Bruyère Health Élisabeth-Bruyère Hospital and Bruyère Health Élisabeth-Bruyère Long-Term Care, in the City of Ottawa, regularly employed for not more than twenty-four (24) hours per week and students employed during the school vacation period, save and except professional medical staff, registered and graduate nurses, graduate and undergraduate pharmacists, dietitians, technical personnel, supervisors, persons with a rank equivalent to and superior to supervisors, office and clerical staff, social workers, occupational therapists, physiotherapists, recreologists, speech pathologists, audiologists, psychologists, psychometrists, psoriasis assistants, pharmacy technicians, occupational therapy technicians, chiropodists and persons covered by subsisting collective agreements; and all layemployees of Bruyère Health at the Bruyère Health-Saint-Vincent Hospital in the City ofOttawa, save and except the following: medical staff, chef cook, pharmacy, medical records, recreation and leisure and library personnel, administration, secretarial and clerical staff, supervisors and those with a rank equivalent to or superior to supervisors; telephone operators, information clerks, printing staff, security guards, summer relief, students, employees covered by the existing Collective Agreements.

5.02 Union Activity on Premises

The Union agrees that there shall be no solicitation for membership, no holding ofmeetings, or any other Union activities transacted on the premises of the Hospital,except as may be specifically permitted by this Agreement or in writing by the Hospital.

Notwithstanding the above, the Union may request to use meeting rooms to meetwith employees outside their hours of work. Such requests shall be submitted to Human Resources and shall not be unreasonably denied.

ARTICLE 6 - UNION MEMBERSHIP

6.01 Union dues

a) The Hospital agrees to deduct bi-weekly from each employee's pay the amount certified by the Union as being the dues of the Union and to remit such dues to the Union before the 15th day of the following month. In remittance of such dues, the Hospital shall provide a list of the name of each employee, the employee number, the classification and the amount

of deductions made for each of them, and the total salaries paid for each pay period.

b) Notice of any change in the official rate of Union dues and/or assessments will be provided in writing by the Union to the Human Resources Director or his designate at least one month prior to the date that the new rate is to be implemented.

c) The Union dues will be deducted beginning with the employee's first pay period.

d) 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 application of this Article.

6.02 No Private Agreements

a) No employee shall enter into a private agreement with the Hospital which conflicts with the terms of this Collective Agreement. However, this article does not prevent the Union, the Hospital and the employee from reaching a mutually satisfactory agreement.

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

6.03 Orientation

As part of the orientation program, newly hired employees will have the opportunity to collectively meet with a representative of the Union in the employ of the Hospital for a period of fifteen (15) minutes to familiarize themselves with the Union representative and the collective agreement.

6.04 Union Business on Premises

Upon request, the Hospital agrees to provide a suitable office at both sites in order for the union representatives to meet with employees outside of their working hours and to receive/return phone calls. The approval of this request is subject to the availability of the facilities.

6.05 Bulletin Boards

The Hospital agrees to furnish two (2) enclosed notice boards at Bruyère Health-Saint-Vincent Hospital and at Bruyère Health Élisabeth-Bruyère Hospital.

The Union representative may post on this board any notices of Union meetings, elections, results of elections, and Union appointments. Information other than listed above may be posted by the Union representative twenty-four (24) hours after submission to the Vice-President of Human Resources or designate. Any information deemed inappropriate by the Vice-President of Human Resources or designate will be removed.

6.06 Hospital Policies

The Hospital shall provide the Union with a copy of any Human Resources policy which affects the working conditions of bargaining unit members upon its implementation.

6.07 Notification to the Union

a) The hospital will provide the union with a list, monthly, of all hiring's, lay-offs, recalls, and positions which have been permanently 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 current mailing address, personal email address if available and phone number(s) it has on record of all members of the bargaining unit twice a year in electronic form.

ARTICLE 7 - UNION REPRESENTATION

7.01 Union Representatives

a) The Union agrees to furnish the Hospital with a list of the Union's Executive Committee members and Union Representatives within ten (10) calendar days of their election. Any changes to such aforementioned list shall be indicated to the Hospital within ten (10) calendar days of such changes.

b) Representatives of the Union may meet with Hospital authorities by appointment at mutually agreeable time and place, without loss of earnings. It is agreed that the union representatives have their regular duties and responsibilities to perform for the Hospital and shall not leave their regular duties without first obtaining permission from their immediate supervisor.

c) Union representatives shall not receive/return phone calls or meet with employees for union business during working hours. If a union representative is required to enter an area within the Hospital, he shall report his presence to the supervisor in the area immediately before entering. Such permission shall not be unreasonably withheld.

d) No more than 3% of the total number of bargaining unit employees shall be designated as Representatives or Stewards to represent the Union at any given time.

7.02 Negotiating Committee

Six (6) employees who are members of the union are permitted to attend, five (5) of which without loss of pay, meetings with the Hospital's Negotiating Committee for any renewal of the Collective Agreement. The Hospital agrees to pay the aforementioned members for straight time wages lost from their regularly scheduled hours spent in negotiations with the Hospital for a renewal agreement up to but not including arbitration. Nothing in this provision is intended to precludethe union Negotiating Committee from having the assistance of any representatives of the Canadian Union of Public Employees when negotiating withthe Hospital.

When the direct negotiations begin or end with ten (10) hours of a negotiating team member's scheduled shift, the Hospital will endeavor to provide a one (1) day leave of absence without pay, to provide a sufficient rest break if the employee so requests. Such requests shall not be unreasonably denied.

7.03 Joint Occupational Health and Safety Committee

It is a mutual interest of the parties to promote health and safety in workplaces and to prevent and reduce the occurrence of workplace injuries and occupational diseases.

a) Recognizing its responsibilities under the applicable legislation, the Hospital agrees to accept as a member of its Occupational Health and Safety Committee, one (1) representative and alternate from the bargaining unit. Subject to the provisions of the Occupational Health and Safety Act, the Union representative will perform Committee approved functions without loss of wages. Such appointment should be valid for the present period of the collective agreement.

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.

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 parties agree to provide all necessary information to enable the Committee to fulfill its functions.

The Union agrees to endeavours to obtain the full cooperation of its membership in the observation of all safety rules and practices.

b) Certified Member

The Hospital accepts that one CUPE, Local 4540 member on the Joint Occupational Health and Safety Committee will be trained as a certified worker under the Occupational Health and Safety Act. Any cost associated with the training of a certified worker will be paid by the Hospital, or as may be prescribed pursuant to the Occupational Health and Safety Act.

c) Where the Hospital identifies high-risk areas where employees are exposed to infectious or communicable diseases for which there are available protective medications, such medications shall be provided at no cost to the employee.

7.04 Labour-Management Committee

A Labour-Management Committee shall be established with four (4) representatives of the Hospital and four (4) representatives of the Union to discuss matters of mutual concerns and interest. The Labour-Management Committee shall meet at least on a quarterly basis or as needed at a time and place mutually agreed upon.

Three (3) representatives attending such meetings during their regularly scheduled hours of work shall not lose regular earning as a result of suchattendance.

It is agreed that the topic of a rehabilitation program for drug and alcohol abuse isan appropriate topic for the Labour-Management Committee. It is also agreed that the topic of the utilization of full-time and part-time staff is anappropriate topic for the Labour-Management Committee. The Committee shall have access to work schedules and job postings upon request.

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.

7.05 Union Representation

a) At the time formal discipline is imposed an employee shall have the right, upon request, to the presence of his/her union representative. In the case of suspension or discharge, the Hospital shall notify the employee of this right in advance. In lieu of such notification to the employee the Hospital will notify the Union in advance.

b) At any stage of the grievance procedure, an employee shall have the right to the presence of his/her union representative.

c) At the time of a permanent termination, demotion or transfer for innocent absenteeism, the Hospital shall notify the employee in advance of his right to have the presence of his/her union representative. In lieu of such notification to the employee, the Hospital will notify the Union in advance.

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

7.06 Grievance Committee

The Hospital will recognize a Grievance Committee composed of not more than three (3) employees, without loss of wages or seniority, selected by the Union whohas completed the probationary period. A representative of the National Union may be present at any meeting of the Committee. The purpose of the Committee is to deal with grievances as set out in this Collective Agreement.

ARTICLE 8 GRIEVANCE AND ARBITRATION PROCEDURE

8.01 Definition of Grievance

A grievance under this Agreement shall be defined as a difference or dispute between the parties which relates to the interpretation, application, administration,or alleged violation of the Agreement.

A grievance, to be acceptable under this Agreement, must be in writing, shall specify the article or articles allegedly violated, shall contain a statement of the alleged violation, shall indicate the relief sought, and shall be signed and dated.

8.02 Intent of the Parties

It is the mutual desire of the Hospital and Union that all grievances shall be resolved as quickly as possible. It is further agreed that the designated grievance procedure, as hereinafter set forth, shall serve as the proper means to be utilized by the parties for the prompt disposition, decision and final settlement of the grievance.

8.03 Individual grievance

Step I - Informal Stage
It is understood that an employee has no grievance until he has first discussed it with the immediate supervisor or his delegate within nine (9) calendar days of theoccurrence of the incident which gave rise to the complaint or of becoming awareof the occurrence of the incident giving rise to the complaint in order to provide anopportunity for response and adjustment to the complaint.

Should no resolution to the complaint be forthcoming at this stage, the employeemay submit a formal grievance to the next step in the procedure within nine (9) calendar days of the meeting with the immediate supervisor.

Step II - Written stage
The griever, through a Union representative, may submit the grievance to Labour Relations with a copy to the immediate supervisor, in writing, and the Union representative will receive a written reply within nine (9) calendar days. Should no satisfactory settlement be reached at this step, the grievor may, within nine (9) calendar days of receipt of the written response at Step II, submit the grievance to Labour Relations.

Step III - Meeting stage
Upon receipt of the written grievance, Labour Relations will schedule a meeting within nine (9) calendar days to discuss the matter. Labour Relations shall reply in writing within nine (9) calendar days of the meeting.

8.04 Policy Grievance
A grievance arising directly between the Hospital and the Union concerning theapplication, interpretation, or alleged violation of the Agreement shall be originated at Step III within ten (10) calendar days following the circumstances giving rise to the grievance.

8.05 Scheduling Grievance
Where a grievance results from the Distribution of Additional Working Shifts (Booking Protocol) the employee may submit a grievance in writing at Step II to the manager responsible for scheduling. The Manager's reply will include the supporting documentation. Should no resolution to the complaint be forthcoming at this stage, the employee may submit a formal grievance to Step III of the Grievance and Arbitration procedure.

8.06 Group Grievance

a) Where a number of employees have identical grievances and each employee would be entitled to grieve separately, the Union, on behalf of the employees collectively, may present a group grievance in writing, signed by each employee who is grieving. The group grievance is forwarded in writing to the appropriate manager within ten (10) calendar days of the suspected infraction by the Union representative. The Hospital will reply in writing within ten (10) calendar days of the receipt of the grievance.

b) In the case that the reply is not satisfactory, Human Resources will schedule a meeting within ten (10) calendar days of the date of the reply in order to settle the grievance.

c) The Employer has the right to grieve if he feels that an employee, group of employees or the Union had contravened the Collective Agreement. In such case, the inverse procedure will apply.

8.07 Discharge Grievance

A claim by an employee who has completed his probationary period that he hasbeen unjustly discharged shall lodge a grievance at Step III within seven (7) calendar days after the date of the discharge.

The release of a probationary employee shall not be subject to the grievance procedure unless the probationary employee is released for reasons which are arbitrary, discriminatory, in bad faith or for exercising a right under this Agreement.

8.08 Effect of the Agreement

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

8.09 Voluntary Mediation

The parties agree that it is their intent to resolve grievances without recourse to arbitration, wherever possible. Therefore, notwithstanding 8.10 below, the partiesmay, upon mutual agreement, engage the services of a mediator in an effort to resolve the grievance, in such cases there will be an extension of the time limits for the request for arbitration until the mediation meeting occurs. The parties will share equally the fees and expenses, if any, of the mediator.

8.10 Arbitration

Failing settlement under the foregoing procedure of any grievance between the parties, either party may request that the grievance be submitted to arbitration ashereinafter provided.

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

b) A person who has been involved in an attempt to negotiate or settle a grievance may not be appointed chairperson of the arbitration board.

c) Each of the parties shall bear the expense of their nominee appointed by it and the parties shall jointly bear the expenses of the chairperson of the arbitration board.

d) The arbitration board shall not be authorized to make any decision inconsistent with the provisions of this agreement to alter, modify or amend any part of this collective agreement.

e) The proceedings of the Arbitration Board will be expedited by the parties hereto. Should the decision of the majority decision not be possible, then the decision of the chairpersons shall be final and binding.

f) If both parties agree, the matter will be submitted to a single arbitrator who shall be appointed in place of a board of arbitration.

8.11 Extension of time limits

All the time limits prescribed in this Article are mandatory but may be extended bymutual agreement of the parties in writing, otherwise a grievance will be deemed to be abandoned. Such extension shall not be unreasonably withheld.

ARTICLE 9 - DISCIPLINARY MEASURES

9.01 Sunset Clause

Any letter of reprimand or other sanction will be removed from the record of the employee eighteen (18) months following the receipt of such letter, suspension orother sanction provided that the employee's record has been discipline free for a period of twelve (12) months. All absences in excess of ten (10) calendar days will not count toward either of the above periods.

ARTICLE 10 - HOURS OF WORK

10.01 Normal Work Week

a) For the purpose of interpretation and application of this collective agreement, a normal work week totals thirty-seven and one half (37.5) working hours.

10.02 Scheduling Provisions

a) Work Schedules are prepared based on the operational needs of the Hospital and will be posted a minimum of two (2) weeks in advance, at a location where it is most likely to come to the attention of employees concerned.

b) A full time employee will be scheduled off at least four (4) days in any two week period including at least one period of two (2) consecutive days off. The Hospital will schedule every second weekend off unless departmental operations do not require weekend work.

c) For part-time, the Hospital will schedule every second weekend off unless employees make themselves available to work more weekends or applies for and posts into a position that requires the employee to work weekends, unless departmental operations do not require weekend work.

d) 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 four (4) hours' prior notice not to report for work. Where no work is available, part-time employees scheduled to work less than four (4) hours per day will be paid the equivalent of the scheduled shift.

e) All pre-established working shifts shall have fourteen (14) hours between shifts. Where such a minimum of fourteen (14) hours is not granted, the employee will be remunerated at a rate of time and one half.

Where the hospital changes a working shift, there shall be a minimum of fourteen (14) hours between shifts. Where such a minimum is not grantedthe employee will be paid at a rate of time and one half for the number of hours below the fourteen (14) hours required between the two shifts.

For additional working shifts, employees who are offered and agree to work a short change will do so at the regular rate of pay.

f) It is agreed that no employee will be scheduled to work more than six (6) consecutive days. If however, it is obligatory for the employee to work more than six (6) consecutive days he will be remunerated at the rate of time and one-half (1/12) at his normal rate for the hours worked in excess of six (6) days, unless the employee requests to work more than six (6) consecutive days.

g) It is understood that no employee can be scheduled for more than seventy-five (75) hours per pay including any working shifts, vacation days, sick days and/or any other kind of authorized leaves.

h) Part-time employees who agree to work immediately before or beyond their scheduled hours of work will do so at their regular rate of pay unless overtime and/or premium rate apply.

i) A full-time employee who normally works Monday to Friday will not be normally scheduled to work on a statutory holiday.

j) There shall be no pre-established split shifts.

k) Subject to departmental requirements, casual employees shall make themselves available to work at least one (1) weekend a month (where operation requires weekend work) and at least five (5) shifts between December 20th and January 5th, inclusive of either Christmas Day and Boxing Day or December 31st and New Year's Day.

Prior to November 1st, casual employees shall declare which five (5) shifts they are available for between December 20th and January 5th.

Information note: Notwithstanding the above, article 13.03 (e) 7. of the collective agreement deals with casual loss of seniority and employment.

10.03 Rest and Meal Periods

a) The employee is entitled to two (2) paid rest periods of fifteen (15) minutes and one (1) unpaid meal period of thirty (30) minutes for each normal working shift of seven and one half (7.5) consecutive hours.

b) The employee who works an 11.25-hour shift is entitled to two (2) paidrest periods of fifteen (15) minutes and one (1) unpaid meal period of forty-five (45) minutes.

c) The employee is entitled to one (1) paid rest period of fifteen (15) minutesand one (1) unpaid meal period of thirty (30) minutes for each normal working shift exceeding five (5) consecutive hours. The employee who works greater than two (2) hours and less than five (5) consecutive hours is entitled to one (1) paid rest period of fifteen (15) minutes.

d) However, the employee is not permitted to take rest periods either at the beginning or at the end of his normal work day nor as an extension of his meal period. Such rest periods are to be taken as approved by the immediate supervisor based on the operational needs.

10.04 Distribution of Working Shifts and Assignment of Overtime

To ensure a fair distribution of working shifts, the Hospital will endeavor to offer the pre-established working shifts by seniority within a category on the posted schedules, up to the employee's commitment to work.

a) Providing that employees meet the requirements of the job, bargaining unit employees shall be offered additional working shifts by up to a maximum of ten (10) or more than ten (10) shifts provided the number of hours does not result in the payment of overtime. Additional working shifts will be offered by seniority based on the availability submitted by each employee in the manner prescribed by the Hospital in the following order:

i) Permanent part-time employees and casual employees working in a temporary part-time position in a designated area or respective sector or unit will be called first followed by;

ii) Permanent part-time employees and casual employees working in a temporary part-time position anywhere else in the Hospital;

iii) Casual employees working in a designated area or respective sector;

iv) Casual employees working anywhere else in the Hospital;

v) Employees from the on-call list who normally work in other categories.

b) When the seniority/availability list has been exhausted, and when the Hospital requires overtime work to be performed, such overtime opportunities shall be offered in the following manner:

i) Up to four (4) hours before the commencement of the shift, in order of seniority, to all employees within the job category who are qualified to perform the work.

ii) Within four (4) hours of the commencement of the shift, in order of seniority, to all employees within the job category who are qualified to perform the work, and who are present at work on the designated area, sector or unit first and then to employees working elsewhere in the same hospital site.

The Hospital maintains the right to assign the least senior employee, within the job category that normally performs the work in the designated area, sector or unit, to perform the work where senior employees are not available.

c) A representative of CUPE, Local 4540 reserves the right to verify the efficacy of the booking protocol in a mutually agreeable manner.

d) It is understood that the Hospital may book in advance working shifts, each time a new rotation schedule occurs.

10.05 Reporting Time

When an employee is called-in to work, he will be paid for all hours worked as ofthe moment he arrives unless one of the following conditions applies:

i) If called-in one (1) hour or more prior to the commencement of the shift and arrives on time, the employee will be paid for the full shift.

ii) If called-in less than one (1) hour prior to the commencement of the shift and arrives within one (1) hour of the call, the employee will be paid for thefull shift.

iii) If called after the commencement of the shift and arrives within one (1) hour of the call, the employee will be paid as of the time of the call.

10.06 Shift Exchange

Request for shift exchanges must be submitted in writing and co-signed by an employee willing to exchange days off or shifts to the immediate supervisor/SROforty-eight (48) hours in advance of the affected date, except in cases of emergency. It is understood that such changes in days off or shifts initiated by the employees and approved by the Hospital shall not result in overtime payment. Such approval shall not be unreasonable denied.

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

10.07 Mobilization Protocol

Probationary Registered Practical Nurses, Personal Care Attendants will not be mobilized to other units, excluding those hired in a designated mobile position.

Mobilization of staff from her or his unit shall be done in the following order:

a) employees in a designated mobile position
b) casual employees from a different floor/program/EB LTC
c) casual employees from the home floor/program/EB LTC
d) the least senior part-time employee from another unit
e) employees in a replacement position
f) the least senior part-time employee from the unit
g) the least senior full-time employee

A representative of CUPE, local 4540 reserves the right to verify the efficacy of the mobilization protocol in a mutually agreeable manner.

10.08 Rotating Schedules

a) Unless an employee owns a position which does not require rotational work, the employee who rotates on two (2) shifts shall be scheduled for a minimum of 50% of the shifts on days unless mutually agreed otherwise.

b) All employees in rotational positions, within the same category, will rotate equitably, as required in each department, unless mutually agreed otherwise.

10.09 Change in Hours of Work

The Hospital agrees to give the employees and the Union four (4) weeks notice in advance of any major changes in working shift hours.

10.10 Premium Pay

a) It is understood that variations in the hours of work may occur in certain work areas. For purposes of determining entitlement to any shift premiums, the shift will be deemed to be worked on a specific shift when the majority of the hours worked fall within the defined shifts as follows:

07:30 - 15:30 for the day shift
15:30 - 23:30 for the evening shift
23:30 - 07:30 for the night shift

b) Evening/Night Premium

An employee who works on the eveningand/or night shift is paid a premium of two dollar and twenty-six cents ($2.26) an hour.

Effective March 27, 2025, an employee who works on the evening and/or night shift is paid a premium of two dollar and ninety-eight cents ($2.98) an hour.

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

c) Weekend Premium

An employee will be paid a weekend premium of two dollar and seventy-seven cents ($2.77) an hour for eachhour worked from 23:30 Friday and ends at 23:30 Sunday.

Effective March 27, 2025, an employee will be paid a weekend premium of three dollar and fourteen cents ($3.14) an hour for each hour worked from 23:30 Friday and ends at 23:30 Sunday.

10.11 Overtime Pay

a) All work authorized in excess of seven and one-half (7.5) hours a day or seventy-five (75) hours per pay period will be remunerated at the rate of time and one half (1 ½). Notwithstanding the foregoing, overtime will not be paid for additional hours worked during a twenty-four (24) hour period as a result of a shift exchange.

b) 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.

10.12 Time in Lieu of Overtime

(This clause is applicable to regular part-time and full-time employees) Employees who work overtime will not be required to take time off in regular hours to make up for the overtime worked.

An employee can accumulate time off in lieu of overtime up to a maximum of 30 hours (48 hours for trades employees) inclusive of the premium rate the employee has earned for working overtime. Time off in lieu may be taken on a mutually agreed upon basis between the employee and the Hospital. The Hospital shall revert to payment of the accumulated premium hours if the time off is not taken in the course of the fiscal year in which the overtime was earned, or carried over into the next fiscal year, upon mutual agreement between the employee and the Hospital.

10.13 Scheduling of the Holiday Period

a) The scheduling regulations will be waived between December 15th and January 15th in order to facilitate the scheduling and time off at Christmas and New Year periods.

b) The Hospital will schedule three (3) days off at either Christmas or New Year for all regular full-time and regular part-time employees and, upon request, will endeavor to schedule up to a maximum of five (5) days off, such request will not be unreasonably denied. Preference will be granted on the basis of seniority.

c) The employees will work Christmas or New Year's. However, they may work neither or both by exercising a mutual exchange in shifts as per article 10.06. An employee may also be scheduled to work both Christmas and New Year's if they have indicated their willingness to work both.

d) Where an employee's services are not required by the Hospital and the employee does not need to be replaced during the absence, an employee may request up to two (2) additional days off during the period from December 15th to January 15th. In addition to the above, approval of such requests shall be subject to operational requirements and be at the sole discretion of the employer. Preference will be granted on the basis of seniority after the time off under (b) above has been scheduled.

10.14 Call Back

Where employees are called back to work afterhaving 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 double time (2)**.**

10.15 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 $3.20 per hour on standby.

Standby pay shall, however, cease where an employee is called into work under Article 10.14 above and works during the period of standby.

ARTICLE 11 - ANNUAL LEAVE

11.01 Accumulation of annual leave

a) Service for annual leave entitlement
Service for those employees whose status is changed from part-time to full-time or vice versa shall mean the combined service as a part-time and full-time employee accumulated on a continuance basis. For the purpose of this article, 1500 hours of part-time service shall equal one year of full-time service and vice versa.

b) Vacation Entitlement and Calculation of Payment
(The following clause is applicable to full-time employees only)

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

An employee who has completed one (1) year of continuous service shall be entitled to three (3) weeks' annual vacation with pay.

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

An employee who has completed twelve (12) years of continuous service shall be entitled to five (5) weeks' annual vacation with pay.

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

An employee who has completed twenty-eight (28) years of continuous service shall be entitled to seven (7) weeks' annual vacation with pay.

For full-time employees, vacation pay shall be calculated on the basis of the employee's regular straight time rate of pay times their normal weekly hours of work.

c) Vacation Entitlement and Calculation of Payment
(The following clause is applicable to regular part-time and casual employees only)

Subject to maintaining any superior conditions concerning entitlement for employees presently enjoying such superior conditions:

An employee who has accumulated less than 1500 working hours shall be entitled to vacation pay in the amount of 4% of his/her gross earnings. An employee who has accumulated 1500 working hours shall be entitled to vacation pay in the amount of 6% of his/her gross earnings.

An employee who has accumulated 7500 working hours shall be entitled to vacation pay in the amount of 8% of his/her gross earnings.

An employee who has accumulated 18000 working hours shall be entitled to vacation pay in the amount of 10% of his/her gross earnings.

An employee who has accumulated 30000 working hours or more shall be entitled to vacation pay in the amount of 12% of his/her gross earnings.

An employee who has accumulated 42,000 working hours shall be entitled to vacation pay in the amount of 14% ofhis/her gross earnings.

11.02 Annual Leave Planning

a) The annual leave year shall be from May 1st to April 30th. Annual leave must be taken before the end of theapplicable year, April 30th.

Clarity Note: *Notwithstanding the Hospital's vacation accrual system of vacation accrued in a given annual leave year being deferred to and taken in the following annual leave year, employees may utilize their vacation credits in the annual leave year that they are accumulated, provided that no more than the employee's vacation entitlement for the applicable annual leave year may be taken on the vacation planners, and provided that requests for additional vacation days shall be subject to the usual considerations of operational needs and availability of replacement.*

b) Full-time employees, a week of vacation shall be defined as seven (7) consecutive calendar days, which includes five (5) vacation days and two (2) days off.

c) All employees must take their weeks of annual leave by indicating their preferences on the posted vacation planner.

d) It is mandatory that all full-time employees indicate their choice of all entitled annual leave. Permanent part-time employees and casual employees in temporary positions may take the number of vacation weeks to which they are entitled.

e) Annual leave shall be taken in the following manner:
Between no earlier than the 15th of June and no later than the 15th of September, only one block of three (3) consecutive weeks may be taken. Once these vacations have been awarded, the vacation planner will be reposted for a period of at least seven (7) calendar days and additional blocks of one week vacations will be awarded by seniority. Outside of this period, requests for separate vacation days will be considered when operational needs are met and replacement is available. Vacation requests will not be unreasonably denied.

f) Replacement capacity will be determined by unit, work area, department, andby category. Annual leave dates will be granted based on the Hospital seniority every year within each category within a work area, department or unit.

g) Notwithstanding the requirement set out in (c) above, subsequent to an employee choosing his vacation on the final vacation planner of the vacation year, the Hospital may schedule any remaining vacation the employee has to his credit. Prior to scheduling the remaining vacation, the Hospital will consult with the employee based on the Hospital seniority within each category within the respective work area, department or unit.

11.03 Scheduling of Annual Leave

a) The scheduling of annual leave is subject to the operational requirements of the work area, department, unit and the Hospital and every reasonable effort shall be made to comply with the employee's request.

b) Whenever possible, the Hospital will endeavour to maintain the Master Rotation during the annual leave period.

c) Employees who request the weekend off before and after their annual leave, who are leaving on their weekend off and who take an even-numbered of weeks, will be guaranteed the weekends off without taking a float, statutory in-lieu or an additional vacation day.

d) In situations other than in (c) above, the Hospital will endeavour to give each employee the opportunity to take the weekend before and after the annual leave off by taking a float, statutory in-lieu or vacation day as an additional day off.

e) Request for changes or cancellation in vacation period received after May 1st must be in writing to the Immediate Supervisor and submitted at the time of preparation of the schedule.

11.04 Sickness during vacation time

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

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

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

11.05 Summer Relief Work

a) An employee who is hired to work in a temporary position for a definite period of time.

b) The Hospital will post a notice on all bulletin boards for the recruitment period for Summer Relief positions. Forms will be available to all staff interested in applying for such positions.

11.06 If both spouses are employed within the same bargaining unit, they may take their vacation at the same time with the stipulation that the choice of vacation is determined by the choice of the spouse with lesser seniority. Considerations for such requests will be given after the annual leave quotas have been met and if replacement is available.

11.07 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 18.04

The portion of the employee's vacation which is deemed to be bereavement leaveunder this provision will not be counted against the employee's vacation credits.

11.08 Work During Vacation

An employee who has commenced his scheduled vacation and agrees upon request by the Hospital to return to work during the vacation period, shall be paid at the rate of one and one half (1 ½) times his regular straight hourly rate for all hours so worked. The employee will reschedule the originally scheduled vacation day.

ARTICLE 12 - PAID STATUTORY HOLIDAYS

12.01 The Employer agrees to recognize and observe ten (10) paid statutory holidays during the year:

New Year's Day	Civic Holiday
Labour Day	Thanksgiving Day
Christmas Day	Boxing Day
Good Friday	Easter Monday
Victoria Day	July 1st

In addition to the above, each regular full-time employee, who has successfully completed the probationary period stipulated in article **13.02** will be granted two (2) floating holidays (not to be considered as a premium day) with pay in each year of the contract. The two (2) floating holidays must be taken before the end of the applicable fiscal year March 31.

12.02 If one of the holidays falls on Saturday, Sunday, a weekly day off or during a vacation period, employees do not lose the holiday provided that they comply with the requirements of article 12.03.

12.03 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 as described atarticle 2.06.

To be entitled to the holiday, the employee must have worked on his full scheduled working day immediately preceding and following the scheduled holidayunless his absence is authorized with pay. If the authorized absence with pay is due to sickness, a medical certificate must be submitted upon the employee'sreturn to work.

12.04 All employees who are required to work on a statutory holiday shall be paid at therate of time and one-half (1 ½) her regular straight time hourly rate of pay for all hours worked on such holiday.

12.05 A regular full-time employee who is required to work on a statutory holiday shall be paid at the rate of time and one-half (1 ½) her regular straight time hourly rate of pay for all hours worked on such holiday and will be granted a lieu day off at theemployee's straight time hourly rate of pay. If this alternative day is not granted within sixty (60) days before or after the holiday, the employee shall be paid time and one-half (1 ½) in lieu of the day off. However, if the employee has taken the lieu day within the 60 days preceding the holiday but is not entitled to the holiday according to 12.03, the Hospital shall retain the equivalent amount of the lieu day.

12.06 The Hospital will endeavor to schedule a holiday designated for a Friday and/or a Monday to be an off day for an employee scheduled to be off on the adjacent Saturday and Sunday. Conversely, the Hospital will endeavor to schedule a holiday designated for a Friday and/or a Monday to be a work day for an employee scheduled to work on the adjacent Saturday and Sunday.

12.07 Payment for Working Overtime on a Holiday
If an employee is required to work authorized overtime in excess of his regularlyscheduled hours on a paid holiday, such employee shall receive twice (2X) his regular straight time hourly rate.

ARTICLE 13 - SENIORITY/SERVICE

13.01 Accumulation of Seniority

a) Full-time employees accumulate seniority on the basis of their full-time continuous service in the bargaining unit from the last date of hire.

b) Part-time and casual employees will accumulate seniority on the basis of one (1) year seniority for each fifteen hundred (1500) hours worked in the bargaining unit from the last date of hire.

c) It is understood that no employee will accrue more than one full-time year of seniority per full calendar year.

13.02 Probationary Period
A new employee will be considered on probation until they have completed sixty (60) days of work (or 450 hours of work for employees whose regular hours of work are other than the standard work day) following the date of employment. Upon completion of the probationary period, the employee shall be credited with seniority equal to sixty (60) working days. With the written consent of the Hospital,the Union, and the probationary employee, such probationary period may be extended. Any extensions agreed to will be in writing and will specify the length ofthe extension.

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

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

(b) During an unpaid absence exceeding thirty (30) continuous calendar days, credit for service for purposes of salary increment, vacation, sick leave, or any other benefits under any provisions of the Collective Agreement or elsewhere, shall be suspended for the period of the absence in excess of thirty (30) continuous calendar days, the benefits concerned appropriately reduced on a pro rate basis and employee's anniversary date adjusted accordingly. In addition, the employee will become responsible for full payment of any subsidized employee benefits in which he/she is participating for the full 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. (**Effective March 31, 2010: or LTD Benefits)**

Effective March 31, 2010, 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 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 LTD benefits effective March 31, 2010), or while an employee is on paid or unpaid sick leave.

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

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

(e) The employee loses his seniority and his employment in the following cases:

1. voluntary resignation or retirement;

2. dismissal and not reinstated through the grievance/arbitration procedure;

3. layoff exceeding forty-eight (48) months or fails to return to work within seven (7) calendar days after being notified of a recall;

4. an absence from scheduled work for a period of three (3) working days without notifying the Hospital of such absence and/or providing a satisfactory reason to the Hospital;

5. fails to return to work upon termination of an authorized leave of absence or utilizes a leave of absence for purposes other than that for which the leave was granted;

6. an absence due to illness or disability for a period of twenty-four (24) calendar months from the time the disability or illness commenced; subject to Human Rights legislation;

7. is casual and has not worked in a four (4) months period, except where an authorized leave of absence has been granted in writing.

13.04 Seniority List

The Hospital will maintain an updated seniority list for all full-time employees covered by this Agreement. Seniority on such lists will be expressed in terms of a date.

The Hospital will maintain a separate seniority list for all regular part-time and casual employees covered by this Agreement. Seniority on such lists will be expressed in terms of total hours worked.

These seniority lists will be provided four (4) times a year to the Union, two (2) of which will include the employee's most recent address and telephone number.

At the same time, the Hospital will provide a list of new employees and a list of employees who have left the Hospital.

13.05 Seniority/Service Upon Transfer

a) An employee whose status is changed from full-time to part-time or casual shall receive credit for her or his full-seniority on the basis of fifteen hundred (1500) hours worked for each year of full-time seniority. An employee whose status is changed from part-time to full-time seniority shall receive credit for her or his full seniority on the basis of one year of seniority for each fifteen hundred (1500) hours worked.

b) An employee whose status is changed from casual to part-time preserves his full seniority and vice versa.

c) Upon a change in status as mentioned in a) and b), service is calculated in the same manner as above.

13.06 The seniority/service of a regular part-time or casual employee is calculated on the basis of fifteen hundred (1500) hours for the purpose of benefits calculations.

13.07 Transformation in Health Care

Without prejudice to the Union's or Hospital's rights under the collective agreement or the Labour Relations Act and/or the Public Sector Labour Relations Transition Act, 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 hospital for a 48-month period.

Without prejudice to the Union's or Hospital's rights under the collective agreement or the Labour Relations Act and/or the Public Sector Labour Relations Transition Act, employees relocated/transferred* shall have the right to post for vacancies that arise, prior to or subsequent to 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.

ARTICLE 14 - VACANT POSITIONS AND TRANSFERS

14.01 Posting Process

a) All vacancies and new positions shall be posted in the posting application system at all sites, for a period of seven (7) calendar days. Applications for such vacancies shall be made in writing within the seven (7) day period. When the position has been filled according to this article, the name of the successful candidate will be posted for seven (7) calendar days.

The posting shall stipulate the job category, Department/Program/Site, status, shift, salary scale, and requirements of the position. A copy of all job postings will be provided to the Local Union at the time of posting.

The Hospital agrees that it shall post permanent vacant positions within forty-five (45) calendar days of the position becoming vacant.

b) Where there are no successful applicants from within the bargaining unit, the Hospital will consider persons not employed by the Hospital.

c) The Hospital may temporarily fill the position until the successful candidatehas been chosen. In filling such vacancies consideration shall be given to regular part-time employees from the unit on the basis of seniority who arequalified to perform the work in question. If the temporary vacancy is not filled by a regular part-time employee from the unit, consideration will be given to casual employees from the unit. If the temporary vacancy is not filled by a regular part-time or casual employee from the unit, considerationwill be given to casual employees working anywhere else in the Hospital.

d) The Hospital may choose not to post temporary vacancies when the expected duration is of less than one hundred and twenty (120) calendar days. When a vacancy is expected to last longer than one hundred and twenty (120) calendar days, the Hospital will post the said vacancy in accordance to this article.

e) Notwithstanding any of the foregoing provisions the Hospital may terminate a temporary assignment where:

i) the employee is unable to satisfactorily perform the work;
ii) the absent employee has returned to his position; or,
iii) the position is no longer required.

Where the position was posted in accordance 14.01 d), at least forty-eight (48) hours’ notice shall be provided.

14.02 Subsequent Vacancies

a) An employee selected for a temporary position as a result of a posted vacancy need not be considered for a further temporary position for a period of up to five (5) months from the date of their selection.

b) When a temporary vacant position ends, the employee who has filled the vacancy will return to his former position. If the vacancy is extended for less than one hundred and twenty (120) days, the employee who has filled the temporary vacancy can accept to stay in the temporary position or return to his former position. However, any vacancy extended for one-hundred and twenty (120) days or more, will be re-posted.

14.03 Selection Process

In matters of promotion and staff transfers, appointments shall be made of the senior applicant able to meet the normal requirements of the job. If a position becomes vacant within thirty (30) days of the original applicant's transfer into it, the position may be re-posted or offered to the next most senior of the original applicants in accordance with the above.

Successful applicants need not be considered for other vacancies within a five (5) month period unless an opportunity arises which allows the employee to change his or her permanent status.

14.04 Determination of New Salary

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

The demoted employee shall receive a salary on the new scale but at the same increment that he was receiving. Registered Practical Nurses who, in accordancewith article 14, are nominated onto a Ward Clerk position will be placed at the Ward Clerk increment closest to their salary rate as a Registered Practical Nurseat the time of transfer.

14.05 Trial Period

A successful applicant selected on the basis of 14.03 above, who is transferring toanother job category will be given the opportunity of fulfilling the duties of the new position during a trial period of thirty (30) working days for full-time and part-time employees, unless mutually agreed upon.

If the employee fails to meet the requirements for the job during the said period orif the employee wishes to relinquish the position, he will be returned to his former position in the same unit without loss of seniority. In such case, the position will not be re-posted, but will be offered to the applicant as per 14.03 above.

14.06 Transfer and Seniority Outside the Bargaining Unit

An employee who accepts to be transferred to a position outside of the bargainingunit for a period of not more than twelve (12) months shall not suffer any loss of seniority, service, or benefits.

An employee who is temporarily accommodated outside of the bargaining unit for a period of not more than twenty-four (24) months shall not suffer any loss of seniority, service, or benefits. Seniority shall accumulate for up to twenty-four (24)months.

An employee who accepts to be transferred to a position outside of the bargainingunit for a period of more than twelve (12) months, but no more than two (2) years shall retain, but not accumulate his seniority held at the time of the transfer.

An employee who does not return to the bargaining unit within 24 months shall forfeit bargaining unit seniority.

14.07 Temporary Transfer

a) Where an employee is assigned temporarily to perform the duties and assume the responsibilities of a higher paying position in the bargaining unit he shall be paid the rate in the higher salary range immediately above his current rate for the time spent performing such duties, save and except where the employee is providing relief for another employee's meal break and rest periods. If the salary is lower than which he is earning he maintains his regular salary.

b) A daily premium of $11.25 is granted to an employee who is assigned to replace the applicable Section Head or Group Leader for a temporary period.

14.08 Portability of Service

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

ARTICLE 15 – LAYOFFS

15.01 Notice to the Union

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

a) provide the Union with no less than five (5) months written notice of the proposed layoffs or elimination of position;

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 a) above shall be considered notice to the Union of any subsequent layoff.

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

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

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

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

iv) reassignments will occur in reverse order of seniority; however, 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.

v) 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 whomay experience a personal hardship arising from being reassignedin accordance with this provision.

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

15.02 Redeployment Committee

a) A Redeployment Committee will be established to review the following:

i) method of implementation including the areas of cutback and employees to be laid off;

ii) identify and propose possible alternatives to the proposed lay-offs or elimination of positions;

iii) identify the retraining needs of workers and provide reorientation needed for workers who would otherwise be laid off;

iv) identify vacant positions with the bargaining unit or positions which are temporarily filled but which become vacant within a twelve (12) month period.

v) any limits which the parties may agree on the number of employees who may be newly assigned to a unit or area.

b) The Redeployment Committee shall be comprised of three (3) representatives of the Hospital and of the Union.

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.

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

c) The Hospital will provide the Redeployment Committee the necessary and pertinent documentation.

d) Any agreement between the Hospital and the Union resulting from this committee will take precedence over other terms of layoff in this agreement.

e) Alternative
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 to the Board of Directors.

15.03 Notice to the Employee(s)

The Hospital will provide the affected employee(s) with no less than five (5) months written notice of a permanent or long-term layoff or pay in lieu thereof:

a) In the event of layoff, employees shall be laid off in the reverse order of seniority by category within the department provided that the employees who are entitled to remain on the basis of seniority are qualified to perform the available work.

15.04 Options

An employee in receipt of notice of **permanent or long term layoff** may:

a) accept the layoff with recall rights;

b) waive the recall rights and opt to receive a separation allowance inaccordance with Article 15.09; or

c) opt to retire, if eligible under the terms of the Hospital of Ontario Pension Plan; 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 15.03.

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

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

f) In addition, in combined full-time/part-time collective agreements, a full-time employee shall also be entitled to displace another full-time employee with lesser seniority in a higher paying classification provided that they are able to meet the normal requirements of the job, with orientation but without additional training, when there are no other full-time employees in the same or a lower or similar-paying classification with lesser seniority, prior to being required to displace a part-time employee.

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 10.01, reduced, shall have the right to accept the layoff ordisplace another employee in accordance with (a) and (d) above.

15.05 Recall Procedure

The Hospital shall notify the employee of recall opportunity by registered mail, to the last address on record with the Hospital (which notification shall be deemed tobe received on the second day following the date of mailing). The notification shall state the position 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 solelyresponsible for his or her proper address being on record with the Hospital.

Employees who are in a layoff situation will be recalled to work in the reverse order of seniority, provided he is qualified to perform the available work, after the posting procedure for vacant positions is implemented. This procedure will be in effect for a period of twenty-four (24) months after the date of the layoff.

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

No new employees shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so, in accordance with the lossof seniority provision, or have been found unable to perform the work available.

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

15.06 Benefits on Layoff

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

15.07 Retraining

Where, with the benefits of in-house 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 15.02.

a) Opportunities to fill vacant positions identified by the Redeployment Committee through retraining shall be offered to employees who apply and would qualify for the position with the available retraining in order of their seniority until the list of such opportunities is exhausted.

b) 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 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.

c) 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.

15.08 Retirement Allowance

Prior to issuing notice of layoff pursuant to Article 15.0 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 15.0.

The Hospital need not approve an employee's request for an early retirement allowance if approving such allowance will not reduce the number of layoff notices which would otherwise be made under article 15.0.

a) A full-time employee who elects an early retirement allowance shall receive, following the completion of the last day of work, a retirement allowance of two (2) weeks' salary for each year of employment plus a prorated amount for any additional partial year of employment, to a maximum of fifty-two (52) weeks salary or fifty percent of earnings to age 65, whichever is less.

A full-time employee who declines retirement benefits pursuant to Article 23.08 will also receive an amount of one hundred and twenty-five dollars ($125.00) per month in lieu of benefits for a period equivalent to the retirement allowance.

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

A part-time employee will also receive an amount of eighty dollars (80.00) per month in lieu of benefits for a period equivalent to the retirement allowance.

15.09 Separation Allowance

a) Where an employee resigns within 30 days after receiving notice of layoff pursuant to Article 15.03, he or she shall be entitled to a separation allowance of two (2) weeks' salary for each year of continuous service to a maximum of sixteen (16) weeks' pay, and on production of receipts from an approved educational program, within twelve (12) months of resignation, may be reimbursed for tuition fees up to a maximum of three thousand ($3,000) dollars.

b) Where an employee resigns later than 30 days after receiving notice pursuant to Article 15.03, he or she shall be entitled to a separation allowance of two (2) weeks' salary for each year of continuous service to a maximum of four (4) weeks' pay, and on production of receipts from an approved educational program, within twelve (12) months of resignation, may be reimbursed for tuition fees up to a maximum of one thousand twohundred and fifty ($1,250) dollars.

15.10 Voluntary Exit Option

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

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

ii) If insufficient employees in the department affected accept the offer, the Hospital will then extend the offer to employees in the same classification in other departments. If more employees than are required are interested, the Hospital will make its decision based on seniority.

iii) In no case will the Hospital approve an employee's request under (i) and (ii) above for a voluntary exit option, if the employees remaining are not qualified to perform the available work.

iv) The number of voluntary exit options the Hospital approves will not exceed the number of employees in that classification who would otherwise be laid off. The last day of employment for an employee who accepts a voluntary early exit option will be at the Hospital's discretion and will be no earlier than thirty (30) calendar days immediately following the employee's written acceptance of the offer.

The Hospital need not approve an employee's request for a voluntary early exit option if approving such option will not reduce the number of layoff notices which would otherwise be made under article 15.0.

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.

ARTICLE 16 - PREGNANCY LEAVE

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

b) The employee shall give written notification at least two (2) weeks in advance of the date of commencement of such leave and the expected date of return. At such time she shall also furnish the Hospital with the certificate of a legally qualified medical practitioner stating the expected birth date.

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

d) Effective on confirmation by the Employment Insurance Commission of the appropriateness of the Hospital's Supplemental 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 will be paid a supplemental unemployment benefit for a period not exceeding fifteen (15) weeks. The supplement shall be equivalent to the difference between ninety- three percent (93%) of her regular weekly earnings and the sum of her weekly unemployment insurance benefits and any other earnings. Receipt by the Hospital of the employee’s unemployment insurance cheque stubs shall constitute proof that she is in receipt of EmploymentInsurance pregnancy benefits.

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

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

The employee does not have any vested right except to receive payments for the covered unemployment period. The plan provides thatpayment 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.

For part-time employees, the Hospital will continue to pay, the percentage in lieu of benefits and its share of pension contributions during the period of pregnancy leave. The Hospital will register those benefits as part of the Supplemental Unemployment Benefit Plan with the Canada Employment Insurance Commission.

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

ARTICLE 17 - PARENTAL LEAVE

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

b) The employee, who qualifies for parental leave, other than an adoptive parent, shall give written notification of at least two (2) weeks in advance of the date of the commencement of such leave and the expected date of return.

c) For the purposes of this Article, parent shall be defined to include a person with whom a child is placed for adoption and a person who is in a relationship of some permanence with a parent of a child and who intends to treat the child as his or her own.

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

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

e) Effective on confirmation by the Canada Employment Insurance Commission of the appropriateness of the Hospital's Supplemental Unemployment Benefit (SUB) Plan, an employee who is on parental leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance parental benefits pursuant to Section 23 of the *Employment Insurance Act,* shall be paid a supplemental unemployment benefit for a period not exceeding eleven (11) weeks. That benefit shall be equivalent to the difference between ninety-three percent (93%) of the employee's normal weekly earnings and the sum of this or her weekly Employment Insurance benefits and any other earnings. Receipt by the Hospital of the employee's employment insurance cheque stub will serve as proof that the employee is in receipt of unemployment parental benefits.

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

The employee's normal weekly earnings shall be determined by multiplying the employee's regular hourly rate on his or her last day worked prior to the commencement of the leave times the employee's normal weekly hours, plus any wage increase or salary increment that the employee would be entitled to if he or she were not on parental leave. In addition to the foregoing, the Hospital shall pay the employee ninety-three percent (93%) of his or her normal weekly earnings during the first one (1) week period of the leave while waiting to receive Employment Insurance benefits.

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

f) Credits for service and seniority shall accumulate for a period of up to sixty-one (61) weeks after the parental leave began, if the employee also took pregnancy leave, and sixty-three (63) weeks after the parental leave began otherwise, while the employee is on parental leave.

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.

For part-time employees, the Hospital will continue to pay the percentage in lieu of benefits and its share of pension contributions for a period of up to eleven (11) weeks while the employee is on parental leave. The Hospital will register those benefits with the Unemployment Benefit Plan.

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

ARTICLE 18 - LEAVE OF ABSENCE

18.01 Education Leave

a) Leave of absence, without pay for the purposes of further education directly related to employment with the Hospital may be granted upon written application by the employee to the immediate supervisor. Request for such leave will be granted only if operational needs permit.

In consideration of the request, the employee will also be given several opportunities including the option of taking a vacation day, a statutory holiday, a float day, or the Hospital will endeavour to modify the work schedule where possible.

b) If required by the Hospital, an employee shall be entitled to a leave of absence with pay and with full credit for service, seniority and benefits to write examinations to upgrade his employment qualifications.

c) Where employees are required by the Hospital to take courses to upgrade skills or acquire new employment qualifications, the Hospital shall pay the tuition fee of the course and required course books upon proof of successful completion.

d) Subject to operational requirements, the Hospital will make reasonable efforts 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 current position at the Hospital.

18.02 Personal Leave of Absence

a) Written requests for a personal leave of absence without pay will be considered on an individual basis by the Hospital, except in cases where the leave is for the purpose of engaging in gainful employment with another employer. Such requests are to be submitted in writing to the employee's Immediate Supervisor at least four (4) weeks in advance and the Immediate Supervisor must issue a written response within fourteen (14) working days. Requests for such leave will be granted only if operational needs permit and will not be unreasonably denied.

b) Employees on a leave of absence without pay in excess of thirty (30) calendar days are not actively employed by the Hospital, and such time will not be counted in the calculation of length of service, annual vacation, sick leave, and statutory and floating holidays. During such absence, the employee will become responsible for full payment of any subsidized employee benefits in which he is entitled to participate during the period of absence.

18.03 Jury and Witness Duty

An employee 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 where he is neitherthe plaintiff or the defendant except in cases arising from the employee's duties atthe Hospital shall not lose regular pay because of such attendance provided that the employee:

a) notifies the Hospital immediately of the employee's notification that he will be required to attend at court.

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

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

Where an 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 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 parties may agree to different scheduling arrangements for the first week of jury duty and witness duty.

Where attendance is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from an employee's duties at the Hospital on a full-time employee's regular scheduled day off, the Hospital will attempt to reschedule the employee's regular day off. If the Hospital is unable to reschedule the regular scheduled day off, he shall be paid the equivalent of a regular working shift. Where such attendance is required of a part-time employee, he shall be paid the equivalent of a regular working shift.

Where the employee's attendance is required during a different shift than he is scheduled to work that day, the Hospital will attempt to reschedule that shift. Ifthe Hospital is unable to reschedule the regular working shift, he shall be paid the equivalent of a regular working shift.

It is understood that any rescheduling will not result in the payment of any premium pay.

18.04 Bereavement Leave

a) **For regular full-time employees:**
"Five (5) scheduled working days with pay immediately following the death of the employee's child and/or spouse (including common-law and same sex spouse).

"Three (3) scheduled working days with pay immediately following the death of the employee's mother, father, guardian, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent, or grandchild."

b) **For regular part-time and casual employees in temporary positions:**
"In the event of the death of the employee's child and/or spouse (including common-law and same sex spouse), previously scheduled working days that fall within the date of death and of the funeral inclusively (not exceeding five (5) working days) will be considered as bereavement leave."

"In the event of the death of the employee's mother, father, guardian, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent or grandchild, previously scheduled working days that fall within the date of death and the funeral inclusively (not exceeding three (3) working days) will be considered as bereavement leave."

c) Regular full-time, regular part-time and casual employees in temporary positions will be entitled to one (1) day bereavement leave without loss of earnings to attend the funeral or a memorial service (or equivalent) for his aunt or uncle, niece or nephew.

Employees may reserve one (1) day bereavement leave to be used at a later date to attend a memorial service.

The Hospital in its discretion may extend such leave with or without pay.

18.05 Union Leave - For Union Representatives only

The Hospital agrees to grant leaves of absence without pay to employees who are elected as members of the Union's Executive Committee to attend conventions, seminars, education classes and other Union business in connection with the administration of the Collective Agreement provided that such leave does not interfere with the efficient operation of the Hospital. These absences must be individually requested in writing at least ten (10) working days in advance and must be authorized by the immediate supervisor, with copy to Human Resources, unless not reasonable to give such notice. There shall be a maximum of three (3) employees per sector or unit will be granted such leaves at the same time.

During such leave of absences, the employee's salary and applicable benefits shall be maintained by the Hospital. The reimbursement of the union business days will be made to the Hospital on a quarterly basis for the full cost of the salary and an amount of 24% for benefits paid.

In cases where such notice of ten (10) days as indicated above may not be given, the official delegate must explain such reasons to the Human Resources Director or her delegate.

18.06 Pre-Paid Leave

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

a) The plan is available to employees wishing to spread four (4) years' salary over a five (5) year period, in accordance with Part LXVIII of the Income Tax Regulations, Section 6801, to enable them to take a one (1) year leave of absence following the four (4) years of salary deferral.

b) The employee must make written application to the Director of Human Resources or her/his designate 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 year for purposes of the program shall be September 1 of one year to August 31 the following year or such other/his twelve (12) month period as may be agreed upon by the employees, the local Union and the Hospital.

d) Written application will be reviewed by the Director of Human Resources or her/his designate. Leaves requested for the purpose of pursuing further formal education will be given priority. Applications for leaves required for other purposes will be given the next level of priority on the basis of seniority.

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 her 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 andthe 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 she/he is participating. Contributions to the Hospitals of Ontario Pension Plan will be in accordance with the Plan.

i) An employee may withdraw from the plan at any time during the deferral portion provided three (3) months' notice is given to the Director of Human Resources, subject to Revenue Canada guidelines. Deferred salary, plus accrued interest, if any, will be returned to the employee, within a reasonable period of time.

j) If the employee terminates employment, the deferred salary held by the Hospital plus accrued interest, if any, will be returned to the employee within a reasonable period of time. In case of the employee's death, the funds will be paid to the employee's estate.

k) The Hospital will endeavour to find a temporary replacement for the employee as far in advance as practicable. If the Hospital is unable to find a suitable replacement, it may postpone the leave. The Hospital will give the employee as much notice as is reasonably possible. The employee will have the option of remaining in the Plan and rearranging the leave at a mutually agreeable time or of withdrawing from the Plan and having the deferred salary, plus accrued interest, if any, paid out to her within a reasonable period of time.

l) The employee will be reinstated to her/his former position unless the position has been discontinued, in which case she/he 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 Article 18.06 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 pre-paid leave program will be appended to and form part of the written agreement.

18.07 Full-time position 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 returnedto 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 2.03, the Hospital may fill the vacancy resulting from suchleave on a temporary basis.

18.08 Compassionate Care Leave

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

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

a) Compassionate care leave will be granted to an employee for up to eight (8) weeks within a twenty-six (26) week period to provide care or support to a family member who is at risk of dying within that 26 week period in accordance with section 49.1 of the Employment Standards Act.

b) An employee who is on compassionate care leave shall continue to accumulate seniority and service.

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

ARTICLE 19 - COMPENSATION

19.01 Job Classification

a) 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 wit the Union if requested to permit the Union to make representation with respect to the appropriate rate of pay.

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

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

b) **Job Descriptions**
A copy of the current job description for a bargaining unit position shall be made available to the Union upon request. When a new classification which is covered by terms of this Collective Agreement is created, a copy of the job description shall be forwarded to the Union at the time that the Hospital notifies the local Union of the rate of pay pursuant to Article 19.01 (a) above.

19.02 Assignment of Duties from Another Classification

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

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 scale rates during the training period of any such employee. Training shall be given during the hours of work whenever possible and may extend for up to six (6) months.

19.03 Anniversary Increases

a) For regular Full-time employees: increases on the scale of Appendix A will automatically be granted on their anniversary date.

b) For Part-time and casual employees: increases on the scale of Appendix A will automatically be granted each time the employee has worked fifteen hundred (1500) hours

c) It is understood that a promotion establishes a new anniversary date.

19.04 Mistake on Payroll

Should an error of fifty (50) dollars or more occur on a pay which, is attributable to the employer, the latter agrees to correct the error within forty-eight (48) hours, otherwise the error will be rectified by the following pay day.

19.05 Pay Stubs

The day prior to the pay day, the Hospital shall issue to each bargaining unit employee a pay stub with a detailed description of all monies paid and deductions.

19.06 Payment of Severance

Employees severing employment with the Hospital shall be paid all monies owing to them arising from their employment five (5) working days following the last day worked. Vacation entitlement utilized but not vested in the employee at the time of termination will be deducted from his final pay.
Subject to the applicable legislation, employees are entitled to arrange in advance for the transfer of severance monies into an RRSP or salary continuation up to the extent of the monies owing.

The Hospital uniforms, keys, employee identification card and other Hospital property in the possession of an employee must be returned to the Hospital at the time of termination. Failure to do so will result in the replacement value of such articles being deducted from the employee's pay.

19.07 Student Supervision Premium

A Registered Practical Nurse (RPN) selectedby the Hospital to supervise students will be paid a premium of one dollar ($1.00) per hour in addition to their regular salary.

ARTICLE 20 - PERCENTAGE IN LIEU OF BENEFITS

20.01 The articles pertaining to the entitlements to fringe benefits for regular part-time employees will be deleted or amended as applicable to reflect the process of the percentage in lieu of benefits.

20.02 The regular part-time and casual employee will receive 14% of his biweekly pay for regular hours worked in lieu of all benefits.

20.03 All of the aforementioned percentages-in-lieu of benefits will not be calculated on any premiums and/or overtime payments.

ARTICLE 21 - HEALTH AND SAFETY

21.01 W.S.I.B.

a) The Hospital, the Union, and its members will meet all its legislative requirements as prescribed in the WSIB Act.

b) The Hospital agrees to provide the Local Union with a list of the employees who are off work as a result of a work related injury/illness once per month.

c) The Hospital agrees to provide the employee with a copy of Workplace Safety and Insurance Board Form 7 at the same time it is sent to the W.S.I.B.

d) Employees who are offered and refuse to participate in the modified work process, as prescribed by W.S.I.B., will not be entitled to sick leave.

Should the employee incur lost time prior to being offered modified duties by the Hospital, and the claim for W.S.I.B. benefits is not approved, the employee will be paid from their sick leave bank.

e) At the discretion of the Hospital a work hardening program may be interrupted by annual leave.

f) 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 the sick leave or other credits.

21.02 Accommodation

Where an employee is no longer able to accomplish the work of his position due to a non-work related illness or injury, and where the parties agree to an accommodation, whenever possible he will be transferred to a vacant position, the work of which he is capable of accomplishing, in which case he will be remunerated at the rate established for the position to which he is transferred.

21.03 Health and Safety

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

a) Joint Health and Safety Committee
Recognizing its responsibilities under the applicable legislation, the Hospital agrees to accept as a member of its Joint Occupational Health & Safety Committee at least one representative for each site and one alternate, selected or appointed by the Union from amongst bargaining unit employees. The parties fully endorse the responsibilities of employer and employees under the *Occupational Health and Safety Act*. Accordingly, the provisions of the *Occupational Health and Safety Act* are incorporated into and form part of this collective agreement and the rights and responsibilities set out herein will not be diminished.

b) The Hospital agrees to cooperate in providing necessary information and management support to enable the Health and Safety Committee to fulfill its functions. In addition, the Hospital will provide the Health and Safety Committee with access to all accident reports, health and safety records and other pertinent information in its possession. The Health and Safety committee shall respect the confidentiality of the information.

c) Where the Hospital determines that there is a risk that employees may be exposed to infectious or communicable diseases (viral or bacterial), or blood borne pathogens, employees who may be so exposed will be provided with personal protective equipment reasonably necessary for the protection of the employee.

d) An employee who is required by the Hospital to wear or use any protective clothing, equipment or device shall be instructed and trained in its care, use and limitations before wearing or using it for the first time and at regular intervals thereafter and the employee shall participate in such instruction and training.

e) Where the Hospital identifies high risk areas where employees are exposed to infectious or communicable diseases for which there are protective medications, such medications shall be provided at no cost to the employee.

f) The Hospital accepts that at least one CUPE member on the Joint Health and Safety Committee will be trained and will act as a certified worker under the *Occupational Health and Safety Act.* Any costs associated with the training of a certified worker will be paid by the Hospital.

g) The Hospital agrees to provide the employee and the Union representative on the Health and Safety Committee with a copy of the Workplace Safety and Insurance Board Form 7 (absent the Social Insurance Number and Date of Birth) at the same time it is sent to W.S.I.B.

h) Meetings shall be held every second month or more frequently at the call of the co-chairs, as required. The Joint Health and Safety Committee shall maintain minutes of all meetings and make the same available for review.

21.04 Violence in the Workplace

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

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

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

- Violence in the Workplace (include Verbal Abuse)

- In particular, the hospital and the union will consider appropriate measures to address violence in the workplace, which may include, among other remedies:

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

In addition, this will include the adoption of the following mandatory provisions:

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

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

3. The Hospital shall notify the union without undue delay of any incident of an employee being subjected to violence at the workplace. The timing and nature of such notification may be negotiated locally by the parties.

"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, thatcould cause physical injury to the worker, and

(c) A statement or behavior that it is reasonable for a worker to interpret as a threat to exercise physical force against the worker, in a workplace, that could cause physical injury to the worker.

21.05 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:

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

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

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

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 endeavor 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.

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

21.06 Infectious Diseases

a) The employer shall take every precaution reasonable in the circumstances for the protection of a worker. [Occupational Health and Safety Act, s. 25 (2) (h)].

b) When faced with occupational health and safety decisions, the Hospital will not await full scientific or absolute certainty before taking reasonable action(s) including but not limited to, providing readily accessible personal protective equipment that reduces risk and protects employees.

c) Hospitals will ensure adequate stocks of the N95 respiratory or equivalent or better (or such other personal protective equipment as the parties may in writing agree) to be made available to bargaining unit members at short notice in the event that there are reasonable indications of the emergence of a pandemic, epidemic or outbreak of an infectious disease in the community served by the Hospital.

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

e) The Hospital agrees to cooperate in providing necessary information and management support to enable the Joint Health and Safety committee to fulfill its functions. In addition, the hospital will provide the Committee with access to the Hospital's pandemic plan and related risk assessment, all accident reports, health and safety records, notification of exposure to an infectious or contagious disease, and any other pertinent information in its possession. The Hospital will also provide the Committee with reports on fit testing compliance annually and personal protective equipment inventory on a quarterly basis. The Committee shall respect the confidentiality of the information.

f) Pregnant employees may request to be temporarily transferred from their current duties if, in the professional opinion of the employee's physician a risk to the pregnancy and/or unborn child is identified. If a temporary transfer is not feasible, the employee will be granted an unpaid leave of absence before the commencement of the pregnancy and leave.

g) Within a reasonable time frame following the declaration of an epidemic or a pandemic by public health officials, the employer will meet with the joint health and safety committee to consult on how to implement protections for health care workers.

h) Effective on March 27, 2025, employees who are absent from work due to illness shall receive sick pay in accordance with article 22.0 (or in the case of part-time employees, percentage in lieu). Employees who are absent from work due to a communicable disease and who are required to quarantine or isolate due to:

   (i) the employer's policy, and/or;

   (ii) operation of law and/or;

   (iii) direction of public health officials;

   shall be entitled to salary continuation and seniority accumulation for the duration of the quarantine.

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

ARTICLE 22 - SICK LEAVE

Employees accumulate credits for sick leave at the rate of one and one half (1 ½) daysper month of service.

Effective March 31, 2010 - eliminate reference and entitlement regarding accumulation ofsick leave credits at the rate of one and one half (11/2) days per month of service and implement the following language regarding HOODIP.

HOODIP (*applicable to full-time employees only)*

Clarity Note: Notwithstanding the implementation of HOODIP or equivalent plan and the elimination of the existing sick leave plan it is understood that employees must meet the 1992 HOODIP eligibility requirements in order to join the plan and transfer from the current accumulated sick leave plan to HOODIP. Employees whohave not qualified and are not eligible to transfer to HOODIP will remain, notwithstanding (b) below, on the existing sick leave plan until they are eligible to transfer to HOODIP.

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

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

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

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

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

2) pay-out on termination of employment shall be that portion of any unused sick leave days under the former conditions relating to pay-out (i.e. Article 22.04);

3) where, as of the effective date of transfer, an employee does not have the required service to qualify for pay-out on termination, his existing sick leave credits as of that date shall nevertheless be converted to a sick leave bank in accordance with the foregoing and he shall be entitled, on termination, to that portion of any remaining sick leave bank to the credit of the employee providing he subsequently achieves the necessary service to qualify him for pay-out under the conditions relating to such pay-out;

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

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

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

f) Any dispute which may arise concerning an employee's entitlement to any benefits referred to in Article 22.0, including HOODIP and equivalents, may be subject to the grievance and arbitration under the provisions of this collective agreement.

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

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

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

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

22.01 Entitlement to sick leave

An employee shall be granted sick leave with pay when he is unable to perform his duties due to illness provided that:

a) he has the necessary sick leave credit;

b) the employee must inform the Employer of his illness at least two (2) hours prior to the beginning of his/her regular shift, and three (3) hours prior to the beginning of his/her evening and night shift unless incapacitated. The Employees must notify the appropriate scheduling office to activate the replacement. After operational hours employees must refer to their departmental policy.

c) Medical certificates must be submitted for absences due to illness for periods three (3) or more scheduled working days and must indicate the expected date of return. The Hospital shall be entitled to have the employee examined by a doctor selected by the parties.

d) If requested by the Hospital, the cost of the medical certificate will be reimbursed upon production of the receipt to the Occupational Health and Safety Services.

e) Once a medical certificate has been provided by the employee's physician, the employee must submit/fax the medical certificate to the Occupational Health Service.

22.02

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

b) An employee who has been sent home by the Occupational Health Service due to a potential exposure to a communicable disease (as outlined in the Communicable Disease Surveillance protocols for Ontario Hospitals) as a result of his employment, will suffer no loss of earning.

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

22.03 Payment of unused sick leave credits

a) On termination of employment, for any reason other than dismissal for just cause, an employee with two (2) years of continuous service shall receive a cash payment equal to fifty percent (50%) of the unused portion of sick leave allowance at his current salary.

b) Upon retirement, the employee with fifteen (15) years of service or more, will be repaid for one hundred percent (100%) of his accumulated unused sick days.

c) Upon retirement, the employee with less than fifteen (15) years of continuous service will be repaid for seventy-five percent (75%) of his accumulated unused sick days.

d) Death: full remittance of unused sick leave credits

22.04 Supplemental to WSIB benefits

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

22.05 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 she would receive from WSIB benefits if her claim was approved, or the benefit to which she would be entitled under the short term sick leave plan. Payment will be provided only if the employee provides evidence of disability satisfactory to the Hospital and a written undertaking satisfactory to the Hospital that any payments will be refunded to the Hospital following final determination of the claim by the Workplace Safety and 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 23 - INSURANCE AND BENEFITS

23.01 Insured Benefits

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

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

23.02 Extended Health Care

The Hospital agrees to contribute 75% of the billed premium towards coverage of eligible employees in the active employ of the Hospital, providing the balance of monthly premiums is paid by the employee through payroll deduction, under the existing Extended Health Care Plan including eye examinations once per 2 calendar years and providing for $22.50 (single) and $35.00 (family) deductible.

Services of a chiropractor will be covered up to an annual maximum of $375.00; and services of a physiotherapist will be covered up to an annual maximum of $500.00.

Effective May 1st, 2025, services of a chiropractor and massage will be covered up to an annual maximum of $450.00.

Hearing aid acquisition every 36 months.

23.03 Dental Plan

The Hospital agrees to contribute 75% of the billed premiums towards coverage of eligible employees in the active employ of the hospital under the Blue Cross #9 Dental Plan based on the current ODA fee schedule and provide for recall oral examination to be covered once every 9 months.

The Hospital also agrees to contribute 75% of the billed premiums towards coverage of Blue Cross rider #2 (or equivalent) [complete and partial dentures] at 50/50 co-insurance to $1,000 **per person** annual maximum and Blue Cross rider #4 (or equivalent)[crowns, bridgework, and repairs to same] at 50/50 co-insurance to $1,000 **per person** annual maximum providing the balance of the monthly premiums are paid by the employee through payroll deduction.

Effective May 1st , 2025, The Hospital also agrees to contribute 75% of the billed premiums towards coverage of Blue Cross rider #2 (or equivalent) [complete and partial dentures] at 50/50 co-insurance to $1,000 **per person** annual maximum and Blue Cross rider #4 (or equivalent) [implants, crowns, bridgework, and repairs to same] at 50/50 co- insurance to $2000 **per person** annual maximum. Orthodontics coverage at $2000 maximum lifetime with 50/50 co-insurance (subject to the reasonable and customary provisions in the plan), providing the balance of the monthly premiums are paid by the employee through payroll deduction.

23.04 Pension Plan

The Hospital agrees to pay the applicable premiums as required by the Healthcare of Ontario Pension Plan (HOOPP).

23.05 Life Insurance

The Hospital agrees to contribute 100% of the billed premium towards coverage of eligible employees in the active employ of the hospital under the Hospitals of Ontario Group Life Insurance Plan (HOOGLIP) or equivalent plan and Accidental Death and Dismemberment.

23.06 Copy of the Master Policies

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

23.07 Change of Carrier

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

23.08 Benefits on Retirement

The Hospital will provide to all employees who retire on or after the date of ratification and have not yet reached age 65 and who are in receipt of the Hospital's pension plan benefits, extended health care and dental benefits on the same basis as is provided to active employees, as long as the retiree pays the Employer the full amount of the monthly premiums, in advance.

The Hospital agrees to pay 75% of the monthly premiums as long as the retiree pays the Employer 25% of the monthly premiums, in advance.

23.09 Active Employees from Age 70 to 80

Effective May 1st, 2025, extended health care benefits, dental benefits, accidental death and dismemberment benefits will be extended to active full-time employees from the age of seventy (70), and up to the employee's eightieth (80th) birthday, on same cost share basis as applies to those employees under the age of seventy (70).

23.10 Health Care Spending

Effective May 1st, 2025, The Hospital will introduce a Health Care Spending Account in the amount of $100 annually to active employees only.

ARTICLE 24 - GENERAL CONDITIONS

24.01 Employee's file

a) Each employee shall have reasonable access to his/her personnel file for the purpose of reviewing any evaluations or formal disciplinary notations contained therein, in the presence of Human Resources Manager or designate. An employee may request a copy of any evaluation or formal disciplinary notations in this file.

b) The employee may have a Union representative present when accessing his file.

24.02 Copies of the Collective Agreement

The Hospital agrees to do the preparation for printing and translation of the Collective Agreement in a timely manner following ratification or award. The parties will bear the printing and translation costs 50-50. The Hospital agrees to distribute a copy of the collective agreement to new hires.

24.03 Legal Version

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

24.04 Locker Rooms

The Hospital shall provide Locker Rooms at each site for employees to change and store their clothing.

24.05 Protective Footwear

The Hospital shall provide based on departmental safety requirements and upon the Immediate Supervisor's approval, a protective footwear allowance of $120.00 yearly:

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

The Hospital shall provide protective footwear to Food Services employees working in the dishroom.

24.06 Uniforms

Upon hire the Hospital shall provide three (3) uniforms for full-time employees and two (2) uniforms for part-time employees, working in the following departments: Food Services, Environmental Services and Facilities Management (trade employees). Upon request, employees will be entitled to up to three (3) replacement uniforms per year.

24.07 Specialty Equipment

The Hospital agrees to provide all tools and equipment to employees required to perform their work and replace damaged or worn tools as per departmental policy.

24.08 RPN Utilization

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

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

24.09 Registered Practical Nurse Professional Development/Scope of Practice

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

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

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

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

24.10 Workloads

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

Employees are encouraged to raise their concerns with their immediate supervisor within forty-eight (48) hours. In the event that within ten (10) calendar days, the workload concern is not resolved to the employee's satisfaction, the employee, or group of employees, may, within forty-eight (48) hours, submit their concerns in writing (with a copy to their immediate supervisor) to either the Joint Health and Safety Committee (as constituted under Article 21) or the Labour-Management Committee (as constituted under Article 7.04) through their union representative, using the template workload complaint form attached at appendix B. This form may be modified by mutual agreement of the parties.

24.11 Professional Responsibility, Patient Care, Workloads & Staffing

(The following clause is applicable to Registered Practical Nurses only)

a) The parties agree that optimal patient care is, and safe working conditions are, enhanced if concerns relating to professional responsibility, patient care, workloads and staffing issues are resolved in a timely and effective manner with communications between the parties being:

   i. professional;
   ii. courteous;
   iii. collegial;
   iv. respectful; and
   v. focused on resolving the issue, not on the individuals.

b) Employees are encouraged to raise their concerns with their immediate supervisor within forty-eight (48) hours.

c) Upon receipt of a response from the supervisor within five (5) working days, if the employee or group of employees in (b) above are not satisfied, the employee or group of employees may, within forty-eight (48) hours, submit a workload complaint form (attached at appendix B) to the Chief Nursing Officer, with a copy to the Union. A meeting shall be held within thirty (30) days of a request from the employee or group of employees, who may be accompanied to this meeting by a Union representative. The Chief Nursing Officer will respond in writing to the employee, or group of employees, with a copy to the Union if applicable, within fifteen (15) days.

d) Upon receipt of a written response from the Chief Nursing Officer, if the employee or group of employees in (c) above are not satisfied, the employee or group of employees, who may be accompanied by their Union Representative, may, within forty-eight (48) hours, request a meeting with the Chief Executive Officer (or her/his designate) and such meeting shall be held within thirty (30) days. The Chief Executive Officer (or her/his designate) will respond in writing to the employee, or group of employees, within fifteen (15) days of the meeting, with a copy tothe Union if applicable.

e) It is agreed and understood that an employee or group of employees may in exceptional and urgent cases request an immediate meeting with the Chief Nursing Officer who will make every reasonable effort to accommodate the request. The timelines provided for in (d) above will apply failing resolution at this meeting.

f) Only the timelines set out above are subject to Article 7 – Grievance and Arbitration Process.

24.12 Fiscal Advisory Committee

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

a) The Union's representative(s) will be included in the consultation and planning process from the early phases of the budget planning process, through representation on the Fiscal Advisory Committee or equivalent committee, to its final stages of completion, to assist the Hospital in minimizing layoffs or job loss, and in developing labour adjustment strategies where necessary, and in otherwise minimizing adverse effects on CUPE-represented employees through program or service restructuring.

b) Where the Hospital experiences unforeseen circumstances such that will necessitate changes to its budgetary plans which have been approved by the Ministry of Health, or the Local Health Integration Network, the Hospital agrees that revisions to the budget will be carried out in consultation with the Union.

c) In furtherance of the foregoing, and, where possible, in advance of any scheduled FAC or equivalent committee meeting, the Hospital agrees to provide to the Union in a timely way any financial and staffing information pertinent to its budget, or to any other restructuring plan that would affect the Union's members.

d) It is understood that employee time spent at FAC or equivalent committee meetings with the employer in pursuance of the above shall be deemed to be work time for which the employee shall be paid by the Hospital at his or her regular or premium rate as may be applicable.

24.13 Technological Change

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

The Hospital agrees to discuss with the Union the effect of such technological changes on the employment status of employees and to consider practical ways and means of minimizing the adverse effect, if any, upon employees concerned. Where new or greater skills are required than are already possessed by affected employees under the present methods of operation, such employees shall be given a period of training, with due consideration being given to the employee's age and previous educational background, during which they may perfect or acquire the skills necessitated by the new method of operation. The Employer will assume the cost of tuition. There shall be no reduction in wage or salary

rates during the training period of any such employee. Training shall be given during the hours of work whenever possible and may extend for up to six (6) months.

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

ARTICLE 25 - 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.

25.01 Volunteers

To prevent the erosion of the bargaining unit, the Hospital agrees that the role of the volunteers, in performing bargaining unit work, will not be broadened beyond the extent of its current practice as of January 1, 2004.

The Hospital shall submit to the Union, at six (6) month intervals, the number of volunteers in the current month, the number of hours worked and a summary of the duties performed.

25.02 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 employees results from such contracting out.

Notwithstanding the foregoing, the hospital may contract out work usually performed by members of the bargaining unit without such contracting-out constituting a breach of this provision if the hospital provides in its commercial arrangement 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.

ARTICLE 26 - LENGTH OF AGREEMENT

26.01 The Collective Agreement shall be in effect from April 1, 2024 until March 31, 2026 and shall remain in effect from year to year thereafter unless either party gives the other party written notice of renewal or desire to amend the Agreement in accordance with Article 26.02 below.

26.02 Where either party desires to amend or renew this Agreement, it shall give notice to the other party only within the period of ninety (90) days prior to the expiration date of this Agreement or to any anniversary of such expiration date.

26.03 If notice of renewal or desire to amend the agreement is given by either party, the other party agrees to meet for the purpose of negotiation within thirty (30) days after the giving of such notice, if requested to do so.

ARTICLE 27 - RETROACTIVITY

27.01 The employees who have left their employment at the Hospital, from the renewaldate of the collective agreement will be eligible for reimbursement of the generalwage increase.

Within thirty (30) days following the effective date of the collective agreement, the Hospital will communicate with the employees who have left their employment, in writing, at their last known address, with copy of said letter to the Union. The concerned employees have thirty (30) days from the date of the letter to claim, in writing, their retroactivity.

Signed in Ottawa this 7th day of October 2025.

FOR THE HOSPITAL	FOR THE UNION
Sonia Girouard (2025-10-07 15:56:51 EDT)	DBCurrier
Sabrina Bhatia (2025-10-08 12:03:02 EDT)	Jean François Lamothe (2025-11-10 20:28:59 EST)
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Emma ter Huurne (2025-10-17 10:49:57 EDT)	

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LETTER OF UNDERSTANDING

between

BRUYÈRE HEALTH
(hereafter called: "The Hospital")

and

CANADIAN UNION OF PUBLIC EMPLOYEES, Local 4540
(hereafter called: "The union")

UNIT WEEKEND SCHEDULE

WHEREAS the parties agree to the development and implementation of a weekend schedule in order to meet the Hospital's needs for weekend staff, and individual employee's preference for a weekend work schedule.

a) A unit weekend schedule is defined as a schedule in which a full-time employee works a weekly average of thirty (30) hours and is paid for 37.5 hours at her or his regular straight time hourly rate. The schedule must include two 11.25-hour tours, which fall on Saturday and Sunday and one 7.5-hour tour to be scheduled either on the adjacent Friday or Monday as needed. An employee working a weekend schedule will work every weekend except as provided for in the provisions below.

   a) Shift premiums shall be paid in accordance with the Collective Agreement.

   b) Weekend premiums shall not be paid.

   c) <u>VACATION BANK</u>

      Vacation entitlement is determined by the Annual Leave article of the collective agreement.

      Drawing from the vacation bank will occur at an accelerated rate of 1.25 paid hours for every hour taken as vacation (i.e. 11.25 hours worked equals 14.05 hours paid; 7.5 hours worked equals 9.375 hours paid).

      Vacation must be taken as a full weekend off (i.e. Saturday and Sunday). The maximum number of weekends off cannot exceed the week entitlement level determined by the Annual Leave article of the collective agreement.

      Single vacation days may be taken on weekdays, which need not be in conjunction with the Saturday and Sunday. Single vacation days may be taken on the weekend provided no replacement is required.

      The article in the Collective Agreement regarding Sickness during vacation time does not apply.

   d) <u>PAID HOLIDAY BANK</u>

      Employees qualify in accordance with the Paid Statutory Holiday article in the collective agreement.

      Drawing from the paid holiday bank will occur at an accelerated rate of 1.25 hours paid for every hour taken (i.e. 11.25 hours worked equals 14.05 hours paid; 7.5 hours worked equals 9.375 hours paid).

If an employee works on a paid holiday as defined by the collective agreement, she/he will receive one and one half pay for all hours worked on a holiday. The lieu day will be credited to the paid holiday bank on the date of the holiday.

The holiday bank can be used as income replacement for absences due to illness.

The holiday bank will be paid out when the employee leaves the position or employ of the Hospital.

e) SICK LEAVE

The employee may utilize the paid holiday bank as income replacement for absences due to illness, as described in Article (d) above.

The employee's current sick leave bank will be frozen. An employee will not receive pay for the first seventeen (17) weeks of any period of absence due to a legitimate illness. Subject to the availability of paid holiday banked hours, the employee will be eligible for Employment Insurance for weeks three (3) through seventeen (17) for any absence due to a legitimate illness. At week eighteen (18) the employee may utilize her or his sick leave bank available under the Sick Leave article of the collective agreement for unpaid absences due to illness. Drawing from the sick leave bank will occur at an accelerated rate of 1.25 hours paid for every hour taken (i.e. 11.25 hours worked equals 14.05 hours paid; 7.5 hours worked equals 9.375 hours paid).

Effective March 31, 2010 – subject to the rules of the plan and clarity note in Article 22, the employee is eligible for coverage under the long-term disability portion of the HOODIP or equivalent plan referred to in Article 22.0.

Employees may be required to provide medical proof of illness for any absence of a scheduled shift, which is neither vacation nor an approved leave of absence.

f) LEAVES OF ABSENCE

The article on Leave of Absence in the collective agreement applies for both paid and unpaid leaves. For the purposes of an unpaid 11.25-hour shift, the deduction from pay shall equate to 14.05 hours. For the purposes of an unpaid 7.5-hour shift, the deduction from pay shall equate to 9.375 hours.

g) TOUR EXCHANGE

Weekend tour exchanges will be permitted only between weekend tour employees. Weekday tour exchanges will be permitted, provided the Hospital does not incur additional costs.

In all instances of tour exchange, the tours must be of the same duration.

h) OVERTIME

Overtime will begin to accrue after sixty (60) hours in a two (2) week period averaged over the scheduling period determined by the local parties.

Overtime will apply if the employee works in excess of the normal daily hours as defined by this agreement.

Payment for overtime is as in the Hours of Work article of the collective agreement.

i) SCHEDULING PROVISIONS

The scheduling and premium provisions relating to consecutive weekends off in the collective agreement do not apply to employees who accept positions under this provision.

j) CHRISTMAS PERIOD

The article relating to scheduling during this period will apply, except as modified to confirm that the weekend tour employee will continue to work weekends during this period.

k) EDUCATION

When the employee requires additional education, these tours shall be scheduled during the week and the employee will be remunerated at his regular rate of pay.

b) The parties agree that upon implementation of this agreement, a joint meeting will be held by the Hospital and the Union on Bruyère Health premises, to present and explain the terms and conditions of this agreement to the members.

c) Positions for a weekend schedule will be posted and filled in accordance with the Vacant Positions and Transfers article of the collective agreement.

d) A successful applicant will be given the opportunity of fulfilling the duties of this position during a trial period of thirty (30) calendar days. If the employee fails to meet the requirements for the job during the said period or if the employee wishes to relinquish the position, s/he will be returned to her/his former position in the same unit without loss of seniority.

Signed in Ottawa this 7th day of October 2025.

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LETTER OF UNDERSTANDING

between

BRUYÈRE HEALTH
(hereafter called: "The Hospital")

and

CANADIAN UNION OF PUBLIC EMPLOYEES, Local 4540
(hereafter called: "The union")

EXTENDED TOURS

Article 10.01b) of the Collective Agreement applies in the areas which presently have extended tours. It is understood that the parties will meet to discuss the implementation of extended tour hours within various areas of the Hospital.

Signed in Ottawa this 7th day of October 2025.

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TEMPORARY FULL-TIME PORTER/WARD CLERK VACANCIES

Notwithstanding article 14.01 c) of the collective agreement, if the vacancy referred to therein is a temporary full-time Porter or Ward Clerk position, consideration for filling such vacancy shall be given to regular part-time employees from the unit on the basis of seniority. If the temporary full-time vacancy is not filled by a part-time employee from the unit, consideration shall be given to regular part-time employees working on other units, prior to consideration being given to casual employees.

Signed in Ottawa this 7th day of October 2025.

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BRUYÈRE HEALTH
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CANADIAN UNION OF PUBLIC EMPLOYEES, Local 4540
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DECENTRALIZATION OF CASUAL REGISTERED PRACTICAL NURSES (RPNs)

1. All casual RPNs hired on or after the date of implementation will be assigned to one of the following: a specific floor at Saint-Vincent Hospital, a specific program at Bruyère Health Élisabeth-Bruyère Hospital, or Bruyère Health Élisabeth-Bruyère Long-Term Care. The assignment of each casual RPN hired on or after the date of implementation to a specific floor/program/REBwill be determined by the Hospital.

2. Casual RPNs hired prior to the date of implementation will be provided the opportunity to select their assigned floor/program/REB based on seniority subject to the Hospital's established limit per floor/program/REB. The implementation of the assignment of each nurse to a specific floor/program/REB shall be on a date determined by the Hospital.

3. The casual RPN's assignment to a specific floor/program/REB will be relevant for Collective Agreement purposes, including but not necessarily limited to, scheduling as contemplated in article 10.04, partial or single shift mobilization as contemplated in article 10.07, and temporary positions as contemplated in article 14.01 c).

4. Amendments to articles 10.04, 10.07 and 14.01 c) set out below will take effect on a date to be determined by the Hospital and will be changed in the collective agreement for casual RPNs:

Signed in Ottawa this 7th day of October 2025.

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IMPLEMENTATION AND PRINCIPLES OF 12-HOUR SHIFTS

To build capacity, the Hospital is conducting a scheduling improvement initiative based on employee feedback and interest as well as operational needs, resulting in the parties' interest in defining the principles of 12-hour shifts (hereafter referred to as extended shifts) and extended shifts rotation schedules, including a 2 Day / 2 Night (2D/2N) rotation schedule. The parties also wish to agree on the terms of implementation of such rotation schedules (hereafter referred to as optimized rotations) on any and all units at Bruyère Health Élisabeth-Bruyère Hospital, Bruyère Health-Saint-Vincent Hospital and Bruyère Health Élisabeth-Bruyère Long-Term Care.

The optimized rotation schedules will be consistent with the provisions of the collective agreement except where herein amended.

Prior to the implementation of an optimized rotation schedule on any given unit, as part of the current scheduling improvement initiative, the parties will adhere to the terms of implementation as set out below. When implemented, the optimized rotation will be on a trial basis as agreed hereafter.

Therefore, the parties agree to the following:

1. The preamble is an integral part of the memorandum of agreement

Implementation and trial period of optimized rotation schedules:

1. The proposed optimized rotation schedules will be shared with the Union prior to the Hospital proceeding with the steps set out in 2. and 3. below.

2. At least four (4) weeks prior to the implementation of a new extended shift schedule the Hospital will post the proposed schedule rotation, in its entirety (inclusive of 8-hour rotations), at a location that is most likely to come to the attention of employees affected so they can individually evaluate the impact of the schedule.

3. The Hospital will have a period of consultation with employees to discuss potential changes to the rotations prior to step 4. below is initialized.

4. In order of seniority, each employee who occupies a permanent full-time and permanent part-time position on the affected unit will begin the opportunity to:

    a) select a line, in order of seniority, consistent with their current FTE from the optimized rotation, or

    b) remain status quo with respect to their current position (e.g., full-time Day/Evening)

5. The parties agree that the remaining full-time positions once 4. above has been completed will be offered to permanent part-time employees on the subject unit in order of seniority.

6. All positions remaining vacant at the end of the canvassing exercise in 4. and 5. above will be posted in accordance with article 14.01 of the collective agreement.

7. The optimized rotations will be subject to a trial period of twenty-four (24) weeks starting on the first day of implementation of said optimized rotation. At least four (4) weeks prior to the end of the trial period, each permanent full-time and permanent part-time employee, affected by an extended shift rotation, will indicate if they wish to continue working such rotation on a permanent basis by way of a secret vote. The optimized rotation will be adopted on a permanent basis provided eighty percent (80%) or more of the affected permanent full-time and permanent part-time employees vote in favor by acknowledgement in writing (including by electronic means) of such employees.

Principles of an extended shift

The following terms and conditions shall apply to an extended shift:

1. An extended day shift starts at 0730 and ends at 1930 and an extended night shift starts at 1930 and ends at 0730.

2. As contemplated in article 10.03 b) of the collective agreement (Rest and Meal Periods), an employee who works at 11.25-hour shift is entitled to two (2) paid rest periods of fifteen (15) minutes and one (1) unpaid meal period of forty-five (45) minutes.

3. An employee in an extended shift position may, in accordance with article 10.06 of the collective agreement (Shift Exchange), exchange shifts with another employee in an extended shift position.

4. Shift premium shall be paid in accordance with articles 10.10 a) & b) of the collective agreement. For clarity, there will be no shift premium paid for the extended day shift. The night shift premium shall be paid on all hours worked of the extended night shift. Weekend premium shall be paid in accordance with article 10.10 c).

5. Notwithstanding article 10.11 (a) of the collective agreement (Overtime Pay), for the extended shift overtime pay at the rate of time and one half (1 ½) will only be applied for all work authorized in excess of eleven and one quarter (11.25) hours a day. As noted in article 10.11 (a), notwithstanding the foregoing, overtime will not be paid for additional hours worked during a twenty-four (24) hour period as a result of a shift exchange.

6. Where extended shift rotation result in uneven pay periods, the Hospital will not do manual shift levelling and this will not necessarily result in overtime payment notwithstanding the reference to 75 hours per pay period in article 10.11 (a).

Principles of a 2 Day/ 2 Night (“2D/2N”) rotation.

The following terms and conditions shall apply to a 2D/2N rotation schedule:

1. A 2D/2N rotation schedule should normally be created in groups of nine (9) lines/full-time positions but may be created in groups of less than nine (9) lines/full-time positions provided the schedule is not negatively impacted.

2. It is understood that if a 2D/2N rotation position becomes permanently vacant, prior to being posted, the line will be offered, in order of seniority, to a regular full-time employee on the unit in the same classification. If no such employee on the unit in question accepts such offer, the position will be posted in accordance with the collective agreement.

3. 2D/2N rotations do not necessarily result in employees being scheduled every second weekend off, notwithstanding article 10.02 b) of the collective agreement, however, employees will not be scheduled to work more than three (3) consecutive weekends. It is understood that the fourth and subsequent consecutive weekend will be renumerated at the rate of time and one half (1 ½) their regular straight time hourly rate unless such shift is worked because of an exchange of shift with another employee or is worked to satisfy specific days off requested by the employee.

4. As part of a 2D/2N rotation schedule, employees will not be scheduled to work more than four (4) consecutive extended shifts. It is understood that the fifth and subsequent consecutive shifts will be renumerated at the rate of time and on half (1 ½) their regular straight time hourly rate unless such shift is worked because of an exchange of shift with another employee or is worked to satisfy specific days off requested by the employee.

5. The ten (10) paid statutory holidays and the two (2) floating holidays set out in article 12.01 of the collective agreement, shall be built into the master rotation to attain the 1950 pensionable hours in any given year (i.e. paid holidays will be counted as part of the 1950 hours). The said paid holidays will consist of 7.5 paid hours. The paid holidays do not alter the days off, but instead build up and balance the employees' hours and will not be moved to accommodate an overtime shift in the same pay period.

6. In addition to the 90 paid holiday hours (12 paid statutory and floating holidays referred to in paragraph six above), an additional forty-five (45) hours consisting of four (4) extended shifts will be added to the master rotation to attain 1950 pensionable hours in any given year. These four (4) additional shifts will be divided into four (4) periods per year (3 months) and 50% will be day extended shifts. For the added night extended shifts, there shall be a period of at least 48 hours leading to the next extended day shift. Unpaid leave does not count towards additional hours. Employees who wish to utilize banked or vacation hours for these additional shifts shall be allowed to draw 11.25 hours per shift and such requests will not be unreasonably denied.

7. Employees who temporarily fill a 2D/2N rotation who do not accrue paid holidays pursuant to article 12.01 of the collective agreement will be scheduled an additional135 hours annually at the time of posting to attain the 1950 hours.

The optimized rotations may contain other types of extended shift rotation schedules based on the impacted employees preferences and on the operational needs.

Signed in Ottawa this 7th day of October 2025.

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LETTER OF UNDERSTANDING

between

BRUYÈRE HEALTH
(hereafter called: "The Hospital")

and

CANADIAN UNION OF PUBLIC EMPLOYEES, Local 4540
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COMMITMENT TO EQUITY, DIVERSITY AND INCLUSIVITY

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

The parties are committed to promoting a workplace of equity, diversity and inclusion where everyone feels valued. The parties are committed to a workplace that is inclusive of their diverse communities, including but not limited to women, racialized workers, workers with a disability, black, indigenous, people of colour (BIPOC) workers, and lesbian, gay, bisexual, transgender, queer and/or questioning, intersex, asexual and/or agender, two-spirited and the countless affirmative ways in which workers choose to self-identify (LGBTQIA2+).

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

At least one (1) representative, and one (1) alternate, from the bargaining unit will be integratedinto the Hospital's existing committee.

Signed in Ottawa this 7th day of October 2025.

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(hereafter called: "The union")

NURSING GRADUATE GUARANTEE PROGRAM

1. The Hospital may introduce supernumerary positions to newly graduated or internationally educated nurses in compliance with the government's 2023-24 Guidelines for Participation in the Nursing Graduate Guarantee Program. If these guidelines are amended in a way that directly impacts the terms and conditions of this LOU, the parties will meet to renegotiate this letter of understanding.

2. Only so many positions will be created as are covered by government funding for supernumerary positions.

3. Newly graduated nurses are defined as those nurses who have graduated from a nursing program or refresher program within the last year. Internationally educated nurses are defined as those nurses who received their basic nursing education in a country other than Canada.

4. The Hospital will consult with the Union with regards to supernumerary positions in accordance with the 2023-2024 Nursing Graduate Guarantee Program Guidelines.

5. The applicable student supervision premium (article 19.07) will apply.

6. Such supernumerary positions will not be subject to internal postings as per Article 14.01.

7. Such nurses will be full-time and covered by the Collective Agreement but will not be eligible for or included in the distribution of additional shifts or overtime contemplated in articles 10.04 and 10.16 of the collective agreement.

8. The duration of such supernumerary appointments will be for the period of funding or such other period as the parties may agree, provided such period is not less than twelve (12) weeks.

9. Such nurses can apply for posted positions during the supernumerary appointment but may not transfer to a permanent position before the end of the supernumerary appointment.

10. For the purpose of job posting, supernumerary nurses will be deemed to have no seniority within the bargaining unit. If they are the successful applicant in a job competition they will then be credited with service and seniority credits equal to all hours worked in their supernumerary position.

11. If the nurse has not successfully posted into a permanent position by the end of the supernumerary appointment, they will be reclassified as casual, and this will not be considered a layoff.

12. The Hospital bears the onus of demonstrating that such positions are supernumerary.

Signed in Ottawa this 7th day of October 2025.

FOR THE HOSPITAL	**FOR THE UNION**
Sonia Girouard (2025-10-07 15:56:51 EDT)	DBCurrier
Sabrina Bhatia Sabrina Bhatia (2025-10-08 12:03:02 EDT)	Jean François Lamothe (2025-11-10 20:28:59 EST)
CCameron CCameron (2025-11-18 14:48:02 EST)	Keri-Lyn Denny (2025-10-09 10:15:26 EDT)
	Dave Verch (2025-10-07 15:46:00 EDT)
Pierre-Luc Laferrière (2025-10-07 16:28:57 EDT)	Jacynthe Barbeau (2025-10-07 17:51:38 EDT)
Pierre-Luc Danis Pierre-Luc Danis (2025-10-08 07:02:59 EDT)	
Bijan Solaimany Bijan Solaimany (2025-10-08 09:09:50 EDT)	
Maura Eleuterio (2026-01-06 13:26:07 EST)	
Emma ter Huurne (2025-10-17 10:49:57 EDT)	

APPENDIX "A"

Salary Scales

CUPE 4540 - Salary Scales and Job Categories / Hourly											
CATEGORY		**1-Apr-23 3.5%**	**18-Sep-23 $2.00**	**1-Apr-24 $2.00-$3.00**	**1-Apr-24 3%**	**27-Mar-25 $0.50**	**1-Apr-25 3%**	**1-Apr-25 $0.86-$3.20**	**1-Apr-25 $0.25**	**1-Apr-25 3%**	**31-Mar-26 $0.25-$0.50**
Cook	Initial	$29.437			$30.320					$31.230	
	1st incr.	$29.827			$30.722					$31.644	
	2nd incr.	$30.219			$31.126					$32.060	
	3rd incr.	$30.608			$31.526					$32.472	
Cook's Helper	Initial	$24.709			$25.450					$26.214	
	1st incr.	$25.088			$25.841					$26.616	
	2nd incr.	$25.491			$26.256					$27.044	
	3rd incr.	$25.893			$26.670					$27.470	
Porter	Initial	$23.578			$24.285				$24.535	$25.271	$25.771
	1st incr.	$23.979			$24.698				$24.948	$25.696	$26.196
	2nd incr.	$24.371			$25.102				$25.352	$26.113	$26.613
	3rd incr.	$24.760			$25.503				$25.753	$26.526	$27.026
Boutique Attendant	Initial	$24.330			$25.060					$25.812	
	1st incr.	$24.741			$25.483					$26.247	
	2nd incr.	$25.146			$25.900					$26.677	
	3rd incr.	$25.548			$26.314					$27.103	
Food Service Attendant	Initial	$24.330			$25.060	$25.560				$26.327	
	1st incr.	$24.741			$25.483	$25.983				$26.762	
	2nd incr.	$25.146			$25.900	$26.400				$27.192	
	3rd incr.	$25.548			$26.314	$26.814				$27.618	
Housekeeping Attendant	Initial	$24.430			$25.163	$25.663				$26.433	
	1st incr.	$24.846			$25.591	$26.091				$26.874	
	2nd incr.	$25.251			$26.009	$26.509				$27.304	
	3rd incr.	$25.656			$26.426	$26.926				$27.734	
Receiving Clerk	Initial	$26.673			$27.473					$28.297	
	1st incr.	$27.053			$27.865					$28.701	
	2nd incr.	$27.454			$28.278					$29.126	
	3rd incr.	$27.853			$28.689					$29.550	

CATEGORY		1-Apr-23 3.5%	18-Sep-23 $2.00	1-Apr-24 $2.00-$3.00	1-Apr-24 3%	27-Mar-25 $0.50	1-Apr-25 3%	1-Apr-25 $0.86-$3.20	1-Apr-25 $0.25	1-Apr-25 3%	31-Mar-26 $0.25-$0.50
Registered Practical Nurse	Initial	$32.560	$34.702		$35.743				$35.993	$37.073	$37.323
	1st incr.	$32.891	$35.118		$36.172				$36.422	$37.515	$37.765
	2nd incr.	$33.391	$35.539		$36.605				$36.855	$37.961	$38.211
	3rd incr.	$33.799	$35.965		$37.044				$37.294	$38.413	$38.663
Personal Care Attendant Occupying a position at Hospital Program	Initial	$26.986		$26.986	$27.796					$28.630	
	1st incr.	$27.377		$27.377	$28.198					$29.044	
	2nd incr.	$27.768		$27.768	$28.601					$29.459	
	3rd incr.	$28.170		$28.170	$29.015					$29.885	
Personal Care Attendant Occupying a position at Bruyère Long term Care	Initial	$27.986		$27.986	$28.826					$29.691	
	1st incr.	$28.377		$28.377	$29.228					$30.105	
	2nd incr.	$28.768		$28.768	$29.631					$30.520	
	3rd incr.	$29.170		$29.170	$30.045					$30.946	
Ward Clerk	Initial	$28.080			$28.922					$29.790	
	1st incr.	$29.066			$29.938					$30.836	
	2nd incr.	$30.084			$30.987					$31.917	
	3rd incr.	$31.152			$32.087					$33.050	
	4th incr.	$32.254			$33.222					$34.219	
Meal Helper	Initial	$23.904		$25.904	$26.681					$27.481	
Painter	Initial	$29.437			$30.320		$31.230	$34.430			
	1st incr.	$29.827			$30.722		$31.644	$34.844			
	2nd incr.	$30.219			$31.126		$32.060	$35.260			
	3rd incr.	$30.608			$31.526		$32.472	$35.672			
Senior Carpenter	Initial	$34.900			$35.947		$37.025	$40.225			
	1st incr.	$35.351			$36.412		$37.504	$40.704			
	2nd incr.	$35.789			$36.863		$37.969	$41.169			
	3rd incr.	$36.226			$37.313		$38.432	$41.632			
Carpenter	Initial	$31.111			$32.044		$33.005	$36.205			
	1st incr.	$31.514			$32.459		$33.433	$36.633			
	2nd incr.	$31.905			$32.862		$33.848	$37.048			
	3rd incr.	$32.294			$33.263		$34.261	$37.461			

CATEGORY		1-Apr-23 3.5%	18-Sep-23 $2.00	1-Apr-24 $2.00-$3.00	1-Apr-24 3%	27-Mar-25 $0.50	1-Apr-25 3%	1-Apr-25 $0.86-$3.20	1-Apr-25 $0.25	1-Apr-25 3%	31-Mar-26 $0.25-$0.50
Carpenter's Helper	Initial	$26.107			$26.890		$27.697	$30.897			
	1st incr.	$26.499			$27.294		$28.113	$31.313			
	2nd incr.	$26.900			$27.707		$28.538	$31.738			
	3rd incr.	$27.277			$28.095		$28.938	$32.138			
Plumber	Initial	$33.075			$34.067		$35.089	$38.289			
	1st incr.	$33.476			$34.480		$35.514	$38.714			
	2nd incr.	$33.865			$34.881		$35.927	$39.127			
	3rd incr.	$34.257			$35.285		$36.344	$39.544			
Senior Plumber **Senior Electrician**	Initial	$37.360			$38.481		$39.635	$42.835			
	1st incr.	$37.701			$38.832		$39.997	$43.197			
	2nd incr.	$38.039			$39.180		$40.355	$43.555			
	3rd incr.	$38.431			$39.584		$40.772	$43.972			
Electrician	Initial	$33.075			$34.067		$35.089	$38.289			
	1st incr.	$33.476			$34.480		$35.514	$38.714			
	2nd incr.	$33.865			$34.881		$35.927	$39.127			
	3rd incr.	$34.257			$35.285		$36.344	$39.544			
Senior Preventive Maintenance Technician	Initial	$37.360			$38.481		$39.635	$40.225			
	1st incr.	$37.701			$38.832		$39.997	$40.704			
	2nd incr.	$38.039			$39.180		$40.355	$41.169			
	3rd incr.	$38.431			$39.584		$40.772	$41.632			
Preventive Maintenance Technician	Initial	$31.111			$32.044		$33.005	$36.205			
	1st incr.	$31.514			$32.459		$33.433	$36.633			
	2nd incr.	$31.905			$32.862		$33.848	$37.048			
	3rd incr.	$32.294			$33.263		$34.261	$37.461			
Preventive Maintenance Helper	Initial	$27.793			$28.627		$29.486	$32.686			
	1st incr.	$28.183			$29.028		$29.899	$33.099			
	2nd incr.	$28.574			$29.431		$30.314	$33.514			
	3rd incr.	$28.963			$29.832		$30.727	$33.927			
Wheelchair Technician	Initial	$26.107			$26.890		$27.697	$30.897			
	1st incr.	$26.499			$27.294		$28.113	$31.313			
	2nd incr.	$26.900			$27.707		$28.538	$31.738			
	3rd incr.	$27.277			$28.095		$28.938	$32.138			

CATEGORY		1-Apr-23 3.5%	18-Sep-23 $2.00	1-Apr-24 $2.00-$3.00	1-Apr-24 3%	27-Mar-25 $0.50	1-Apr-25 3%	1-Apr-25 $0.86-$3.20	1-Apr-25 $0.25	1-Apr-25 3%	31-Mar-26 $0.25-$0.50
Senior Wheelchair Technician	Initial	$28.034			$28.875		$29.741	$32.941			
	1st incr.	$28.426			$29.279		$30.157	$33.357			
	2nd incr.	$28.825			$29.690		$30.581	$33.781			
	3rd incr.	$29.199			$30.075		$30.977	$34.177			
Rehabilitation Assistant	Initial	$30.127			$31.031				$31.281	$32.219	$32.719
	1st incr.	$30.428			$31.341				$31.591	$32.539	$33.039
	2nd incr.	$30.810			$31.734				$31.984	$32.944	$33.444
	3rd incr.	$31.248			$32.185				$32.435	$33.408	$33.908
S.P.D. Attendant	Initial	$24.029			$24.750					$25.493	
	1st incr.	$24.326			$25.056					$25.808	
	2nd incr.	$24.748			$25.490					$26.255	
	3rd incr.	$25.511			$26.276					$27.064	
Sterilization Technician	Initial	$26.210			$26.996					$27.806	
	1st incr.	$26.532			$27.328					$28.148	
	2nd incr.	$26.995			$27.805					$28.639	
	3rd incr.	$27.826			$28.661					$29.521	
Venipuncture Technician	Initial	$28.300			$29.149					$30.023	
	1st incr.	$28.582			$29.439					$30.322	
	2nd incr.	$28.942			$29.810					$30.704	
	3rd incr.	$29.353			$30.234					$31.141	
General Support Worker	Initial	$26.673			$27.473		$28.297	$31.497			
	1st incr.	$27.053			$27.865		$28.701	$31.901			
	2nd incr.	$27.454			$28.278		$29.126	$32.326			
	3rd incr.	$27.853			$28.689		$29.550	$32.750			
Senior S.P.D. Attendant	Initial	$25.655			$26.425					$27.218	
	1st incr.	$25.991			$26.771					$27.574	
	2nd incr.	$26.424			$27.217					$28.034	
	3rd incr.	$27.137			$27.951					$28.790	
Screener	Initial	$22.870			$23.556					$24.263	
Unit Support Worker	Initial	$22.870			$23.556					$24.263	

APPENDIX "B"

REGISTERED PRACTICAL NURSE (RPN) WORKLOAD COMPLAINT FORM

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

SECTION 1: INFORMATION

Name(s) Of Employee(s) Reporting:			
Employer:	Unit/Program:		
Date of Occurrence:	Time:	□ 7.5 Hr Shift	□ 11.25Hr Shift
Name of Supervisor:	Date/Time Submitted:		

SECTION 2: DETAILS OF OCCURRENCE

Provide a concise summary of the occurrence:

_____

_____

_____

_____

_____

_____

_____

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

_____

_____

SECTION 3: INITIAL ATTEMPT AT RESOLUTION

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

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

_____

_____

_____

□ No Why not? _____

_____

_____

_____

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

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

_____

_____

_____

□ No Why not? _____

_____

_____

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

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

_____

_____

_____

□ No Why not? _____

_____

_____

SECTION 4: WORKING CONDITIONS/CONTRIBUTING FACTORS

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

# of scheduled staff □ RPN _____ □ RN _____ □ Unit Clerk ____ □ Service Support____

# of staff working □ RPN _____ □ RN _____ □ Unit Clerk ____ □ Service Support____

# of agency staff □ Yes How many?_____ □ No

# of RPNs on overtime □ Yes How many?_____ □ No

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

□ Absence/Emergency leave □ Sick call(s) □ Vacancies

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

□ Change in patient acuity. Provide details: _____

_____

_____

□ Number of beds. Provide details: _____

_____

_____

□ Number of Admissions. Provide details: _____

_____

_____

□ Number of Discharges. Provide details: _____

_____

_____

□ Other. Please specify and provide details: _____

_____

_____

SECTION 5: RPN RECOMMENDED SOLUTIONS

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

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

Provide details for each checked box above: _____

_____

_____

□ Other solutions: _____

_____

SECTION 6: EMPLOYEE SIGNATURES

Signature _____ Phone # _____

Signature _____ Phone # _____

Signature _____ Phone # _____

Date submitted: _____

SECTION 7: MANAGEMENT COMMENTS

_____

_____

_____

_____

_____

_____

_____

Process as outlined in Article 24.11 (b) – (d)

Step 1 *Employee(s) are to raise their concern(s) with immediate supervisor within 48 hours of the occurrence.*

Step 2: *The supervisor is to provide a response within 5 working days.*

Step 3 *If the supervisor's response is unsatisfactory, the employee(s) may submit*t a Workload Complaint Form to the CNO within 48 hours, with a copy to the Union. A meeting with the CNO will be held within 30 days. A Union representative may attend this meeting.*

Step 4 *The CNO is to provide a response within 15 days. A copy of the response will be sent to the Union, if applicable.*

Step 5 *If the CNO's response is unsatisfactory, the employee(s) may request a meeting with the CEO (or designate) within 48 hours. This meeting is to be held within 30 days. A Union representative may attend this meeting.*

Step 6 *The CEO (or designate) will provide a written response within 15 days. A copy of the response will be sent to the Union, if applicable.*

*This form may be submitted via email.

NON-REGISTERED PRACTICAL NURSE (RPN) WORKLOAD COMPLAINT FORM

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

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

SECTION 1: GENERAL INFORMATION

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

_____ _____ _____

_____ _____ _____

_____ _____ _____

_____ _____ _____

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

Date of Occurrence _____ Time of Occurrence: _____

Shift Length: ☐ 7.5 hr. ☐ 11.25 hr. ☐ Other_____

Name of Manager/Supervisor:_____Time Notified: _____

Date Form Submitted to Employer: _____

SECTION 2: WORKING CONDITIONS

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

Type of Work Being Performed (please describe)

_____

_____

_____

_____

_____

Number of Staff on Duty_____ Usual Number of Staff on Duty_____

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

_____

_____

_____

SECTION 3: DETAILS OF 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.:

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:

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:_____

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:

Copy: Complainant(s), Department Head/Manager, Human Resources, Union
Copie: plaignant(s), chef de département, directeur, ressources humaines, syndicat