

MEMORANDUM OF SETTLEMENT TO CONCLUDE BARGAINING

of all outstanding matters in dispute for Amendment of the
Collective Agreement (expired on September 28, 2023)

Between:

HALTON HEALTHCARE SERVICES CORPORATION

(Hereinafter referred to as the “the Employer”)

- and -

CANADIAN UNION OF PUBLIC EMPLOYEES, AND ITS LOCAL 815

(Hereinafter referred to as the “Union”)

WHEREAS the parties have agreed to amend the Collective Agreement in accordance with the 2023-2025 OCHU-CUPE Participating Hospital award by Arbitrator Kaplan with the relevant articles attached as Appendix A, and additional negotiated items agreed to and attached as Appendix B.

NOW THEREFORE,

1. The parties agree, subject to the ratification by both parties to the terms and conditions of the Collective Agreement as amended by the following agreed to items attached as Appendix A. The ratification process will be completed by both parties no later than 30 days from the date of this Memorandum of Settlement.
2. The provisions of the current Collective Agreement shall remain in effect except as specifically amended or altered by the signed tentative agreements appended to this Memorandum of Settlement.
3. The undersigned unanimously agree to recommend these terms of Settlement attached as Appendix A and Appendix B to their respective principals and in the case of the signatories for the Union, to the bargaining unit employees.
4. The renewal of the Collective Agreement shall be effective on the date of ratification by both parties for the term of September 29, 2023 to September 28, 2025.

5. Within thirty (30) days of the issuance of the CUPE Local Issues Award, the Employer agrees to meet with the Local to re-open the Collective Agreement to negotiate the following local provisions:
 - a. RPN hourly wage adjustment to \$40.78, retroactive to September 29, 2023
 - b. \$5 hourly increase to all trades, retroactive to September 29, 2023
 - c. Meal allowance \$20 per meal effective date of ratification.
 - d. Uniform allowance increases \$200 for FT and \$160 for PT; effective January 1, 2025, FT increase to \$225.
 - e. Effective October 1, 2024, increase the preceptor/mentorship premiums from \$0.60 to \$2.00.
 - f. Increase Footwear allowance to \$150 effective date of ratification.
 - g. Additional local wage adjustments per tabled union grid proposal, retroactive to September 29, 2023.
 - h. Article 2.03. Remove the word “annually” from the end.
 - i. 14.01; 1. Remove the following text from article: “There is no guarantee of hours of work in a day, week or year.”
 - j. 9.06 (f) posting of name of Successful Applicant
 - k. 14.01 a.ii.4) Holiday Scheduling - Modification of Schedule Rules to December 18 to January 10
 - l. New 14.06 - Transfer of Accountability
 - m. Detailed calculation of all Retroactive Pay paid to each member.

If the Parties fail to reach agreement on any of the issues in dispute, they agree to proceed to Interest Arbitration.

6. All wage increases, adjustments and other monetary improvements provided for in this agreement shall be retroactive to the effective date of such increase or adjustment. For greater clarity, it is understood that retroactive paid hours shall include the fourteen percent (14%) in lieu of benefits allowance paid to part-time employees.
7. Retroactivity will be paid in respect of all remuneration to all eligible active employees on the payroll as the expiry date of the previous agreement (September

28, 2023) and to all new employees hired since that date. Payment is to be made within ninety (90) days of the date of ratification to current employees. The Employer will supply employees with a detailed explanation of retroactive pay calculations and retroactive pay will be paid on a separate cheque/deposit where the existing payroll system allows. Retroactivity will be paid in respect of all remuneration to all eligible employees on the payroll as of the expiry date of the previous agreement (September 28, 2023) and to all new such employees hired since that date. Payment is to be made within ninety (90) days of the ratification of this agreement.

8. In the event an eligible employee has terminated their employment since September 29, 2023, the Employer shall advise the employee within thirty (30) days by notice in writing by registered mail to the last known address on the records of the Employer and the former employee shall have sixty (60) days to claim any payments due to them. Retroactivity will be paid within thirty (30) days of the employee making such claim.
9. In the event that there are any errors or omissions in this renewal agreement, or in any of its constituents' parts, the Parties shall make amendments to give effect to their negotiated intentions. The Parties further agree to make any housekeeping modifications to this renewal agreement that are required to give effect to their negotiated intentions.
10. Except as provided otherwise in the Settlement, all other changes to the most recently expired Collective Agreement shall be effective on the date of ratification by both parties.
11. The renewal Collective Agreement shall be in the form of the most recently expired Collective Agreement, as amended by this Settlement.

Dated at Oakville, Ontario this 21st day of November, 2024.

FOR THE EMPLOYER:

FOR THE UNION:

APPENDIX A

****RENUMBER ARTICLES ACCORDING TO THE EXISTING COLLECTIVE AGREEMENT****

1. HOUSEKEEPING

General Housekeeping throughout the proposal including but not necessarily limited to the following:

- Change gender specific language to gender-neutral terms wherever possible (e.g., change terms like his, him, he, she, her, herself to their, them, they).
- Ensure that the changes for the Agreed to Items from the Central Hospital negotiations table and the items awarded at Interest Arbitration are correctly titled, numbered, and organized.
- Identify and correct spelling.
- Identify and correct formatting issues.
- Update legislative references to reflect current legislative / regulations where appropriate and mutually agreeable.
- Deletion of previous entitlement dates of benefits where new dates are available.
- Correct table of contents, articles references and article numbering throughout the agreement as required to reflect mutually additions, deletions or restructuring of the agreement.

2. ARTICLE 6 – UNION REPRESENTATION AND COMMITTEES

6.02 LABOUR-MANAGEMENT COMMITTEE

- (a) Where the parties mutually agree that there are matters of mutual concern and interest that would be beneficial if discussed at a Labour-Management Committee Meeting during the term of this Agreement, the following shall apply.
- (b) An equal number of representatives of each party as mutually agreed shall meet at a time and place mutually satisfactory. A request for a meeting hereunder will be made in writing **at least seven (7) days** prior to the date proposed and accompanied by an agenda of matters proposed to be discussed, which shall not include matters that are properly the subject of grievance or negotiations for the amendment or renewal of this agreement.

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

3. **ARTICLE 9 – SENIORITY**

9.08 **NOTICE AND REDEPLOYMENT COMMITTEE**

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(b) **Retirement Allowance**

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

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

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

(c) **Voluntary Exit Option**

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

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

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

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

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

4. ARTICLE 10 – CONTRACTING OUT

10.03 CONTRACTING IN

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

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

5. **ARTICLE 12 – LEAVES OF ABSENCE**

12.04 **BEREAVEMENT LEAVE**

...

An employee shall be granted one (1) day bereavement leave without loss of regular pay from regularly scheduled hours to attend the funeral of, **or attend a memorial service (or equivalent in order to accommodate religious and cultural diversity) for** their aunt or uncle, niece or nephew.

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

6. **ARTICLE 14 – HOURS OF WORK (NEW)**

14.05 **WEEKEND WORKER**

A weekend worker schedule may be developed. Weekend worker schedules are available in units and/or departments where twelve- (12) hour extended tours exist.

A weekend worker schedule is defined as a schedule in which a full-time employee works a weekly average of thirty (30) hours and is paid for thirty-seven point five (37.5) hours at their regular straight time hourly rate.

The schedule must include at least two (2) extended tours which fall within a weekend period as defined by the Collective Agreement, and an additional standard or extended tour as determined by the Hospital and the Union. An employee working a weekend schedule will work every weekend except as provided for in the provision below.

If the Hospital and the Union agree to a weekend schedule, the introduction of that schedule and the manner in which the position(s) are filled, shall be determined by the local parties and recorded in the Appendix of Local Provisions. This schedule may be discontinued by either party with notice as determined within the Appendix of Local Provisions. Such agreement shall not be unreasonably withheld. The opportunity for an individual weekend worker to discontinue this schedule shall be resolved by the local parties.

All provisions/entitlements of the Collective Agreement apply except as amended herein.

(a) Weekend premiums shall not be paid.

(b) Vacation Bank

Vacation entitlement is determined by Article 17.01.

For the purposes of Article 17.01, hours worked or credited as paid leave will be based on an accelerated rate of 1.25 hours credit for each hour worked.

The mechanism for utilizing accrued vacation will be determined by the local provisions' appendix and the template 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., 7.5 hours worked equals 9.375 paid; 11.25 hours worked equals 14.0625 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 Article 17.01.

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 subject to operational requirements.

Cash-out and carry-over provisions for the accrued vacation will be determined locally.

Article 17.03 does not apply.

(c) Paid Holiday Bank

Employees qualify in accordance with the Article 16.02. The paid holidays are identified in the Appendix of Local Issues.

Credit to the paid holiday bank is as set out in the local issues appendix.

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

If an employee works on a paid holiday as defined by the local parties, they will receive one and one-half (1 ½) pay for all hours worked on a holiday. Article 16.04 also applies.

The holiday bank can be used as income replacement for absences due to illness or injury or for lieu time off on a weekday.

Cash-out and carry-over provisions for the bank will be determined locally.

(d) Sick Leave

The employee will not receive pay for the first seventeen (17) weeks of any period of absence due to an illness or injury. Subject to the availability of paid holiday banked hours, the employee will be eligible for Employment Insurance for weeks two (2) through seventeen (17) for any absence due an illness or injury.

The Hospital will provide the employee with sixty-five (65%) percent of their regular earnings for weeks eighteen (18) through thirty (30) for any absence due to an illness or injury.

The employee may utilize their accrued vacation bank, the overtime bank, the paid holiday bank, and the paid sick leave bank (where applicable) as income replacement for absences due to illness or injury, as described in (b), (c), and (g). For those hospitals that have an accumulating sick leave plan an employee's sick leave bank is frozen when they transfer to a weekend worker schedule. The employee may utilize their sick leave bank available under Article 13.01 (c) for unpaid absences due to illness and Employment Insurance top-up in accordance with the formula for converting hours as described in Article 13.01, only in agreements providing LTD benefits.

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.

(e) Leaves of Absence

For the purposes of an unpaid 7.5 hour shift, the deduction from pay shall equate to 9.375 hours. For the purposes of an unpaid 11.25 hour shift, the deduction from pay shall equate to 14.05 hours.

(f) Tour Exchange

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

(g) Overtime

Overtime will begin to accrue after (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.

(h) Scheduling Provisions

The scheduling and premium provisions relating to consecutive weekends off in the Local Appendix where they exist do not apply to employees working under this provision.

7. **ARTICLE 15 – PREMIUM PAYMENT**

15.09 **SHIFT AND WEEKEND PREMIUM**

~~Effective September 29, 2021, employees shall be paid a shift premium of one dollar and twenty-six cents (\$1.26) per hour for all hours worked where the majority of their scheduled hours fall between 1500 and 0700 hours.~~

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

Effective May 18, 2024, employees shall be paid an evening shift premium of \$2.26 per hour for all hours worked where the majority of their scheduled hours fall between 1500 and 2300 hours.

Effective May 18, 2024, employees shall be paid a night shift premium of \$2.98 per hour for all hours worked where the majority of their scheduled hours fall between 2300 and 0700 hours.

~~Effective September 29, 2021, employees shall be paid a weekend premium of one dollar and twenty-seven cents (\$1.27) per hour for all hours worked between 2400 hours Friday and 2400 hours Sunday, or such other forty-eight (48) hour period as may be agreed upon by the local parties.~~

Effective ~~September 29, 2023, June 13, 2023,~~ employees shall be paid a weekend premium of **three dollars and fourteen cents (\$3.14)** ~~two dollars and seventy-seven cents (\$2.77)~~ per hour for all hours worked between 2400 hours Friday and 2400 Sunday, or such other forty-eight (48) hour period as may be agreed upon by the local parties.

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

8. **ARTICLE 18 – HEALTH & WELFARE**

18.01 (b) ...

Subject to superior conditions:

Effective date of ratification, t~~The~~ annual maximum for the services of a chiropractor will be increased to **four hundred and fifty dollars (\$450)** ~~\$375~~.

9. **ARTICLE 18 – HEALTH & WELFARE (NEW)**

18.01 (b) ...

Effective date of ratification, introduction of an annual \$100 Health Care Spending Account to all active employees.

10. **ARTICLE 18 – HEALTH & WELFARE**

18.01 (b) ...

Effective **date of ratification**, the annual maximum for the services of a registered massage therapist will be covered up to an annual maximum of **four hundred and fifty dollars (\$450). ~~three hundred and seventy-five dollars (\$375).~~**

11. **ARTICLE 18 – HEALTH & WELFARE**

18.01 (d) The Hospital agrees to contribute seventy-five (75%) percent of the billed premiums towards coverage of eligible employees in the active employ of the Hospital under the Blue Cross #9 Dental Plan in effect as of September 28, 1993 or comparable coverage with another carrier.

Dental recall, including preventative services, every nine (9) months.

The Hospital agrees to contribute seventy-five (75%) percent of the billed premiums towards coverage of Blue Cross rider #2 (or equivalent) [complete and partial dentures] at 50/50 co-insurance to one-thousand (\$1000) dollars annual maximum and Blue Cross rider #4 (or equivalent) [**implants**, crowns, bridgework, and repairs to same] at 50/50 co-insurance to **two thousand dollars (\$2000) ~~one-thousand (\$1000) dollars~~** annual maximum, **effective date of ratification**, providing the balance of the monthly premiums are paid by the employee through payroll deduction. **Orthodontics at 50/50 co-insurance of two thousand dollars (\$2000) lifetime maximum, effective date of ratification.**

The dental plan fee schedule for services for the dental plan benefits provided above shall be based on the current ODA fee schedule as it may be updated from time to time.

12. ARTICLE 18 – HEALTH & WELFARE (NEW)

- 18.01 (f) **Effective date of ratification, subject to superior conditions, semi-private hospital insurance, extended health care benefits, dental benefits and accidental death and dismemberment benefits will be extended to active full-time employees from the age of sixty-five (65), and up to the employee's eightieth (80th) birthday, on the same cost share basis as applies to those employees under the age of sixty-five (65).**

13. ARTICLE 19 – HEALTH & SAFETY

19.02 INFECTIOUS DISEASES AND PRECAUTIONARY PRINCIPLE

- (a) The Hospital shall take every precaution reasonable in the circumstances for the protection of a worker. *Occupational Health and Safety Act*, s. 25 (2) (h)].
- (b) When faced with occupational health and safety decisions, the Hospital will not await full scientific or absolute certainty before taking reasonable action(s) including but not limited to, providing readily accessible personal protective equipment that reduces risk and protects employees.
- (c) Hospitals will ensure adequate stocks of the N95 respirator or equivalent or better (or such other personal protective equipment as the parties may in writing agree) to be made available to bargaining unit members at short notice in the event that there are reasonable indications of the emergence of a pandemic, epidemic or outbreak of an infectious disease in the community served by the Hospital.
- (d) A worker who is required by their employer to wear or use any protective clothing, equipment or device shall be instructed and trained in its care, use and limitations before wearing or using it for the first time and at regular intervals thereafter and the worker shall participate in such instruction and training. Personal protective equipment that is to be provided, worn or used shall, be properly used and maintained, be a proper fit, be inspected for damage or deterioration and be stored in a convenient, clean and sanitary location when not in use. [O. Reg. 67/93 – *Health Care*].
- (e) The Hospital agrees to cooperate in providing necessary information and management support to enable the Joint Health and Safety

Committee to fulfil its functions. In addition, the Hospital will provide the Committee with access to the Hospital's pandemic plan and related risk assessment, all accident reports, health and safety records, notifications of exposure to an infectious or contagious disease, and any other pertinent information in its possession. The Hospital will also provide the Committee with reports on fit testing compliance annually and personal protective equipment inventory on a quarterly basis. The Committee shall respect the confidentiality of the information.

- (f) Pregnant employees may request to be temporarily transferred from their current duties if, in the professional opinion of the employee's physician a risk to the pregnancy and/or unborn child is identified. If a temporary transfer is not feasible, the employee will be granted an unpaid leave of absence before the commencement of the pregnancy leave.
- (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) Employees who are absent from work due to illness shall receive sick pay in accordance with Article 13 (or in the case of part-time employees, percentage in lieu). Employees who are absent from work due to a communicable disease and who are required to quarantine or isolate due to (i) the Employer's policy, and/or (ii) operation of law and/or (iii) direction of public health officials, shall be entitled to salary continuance and seniority accumulation for the duration of the quarantine.**

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

13. ARTICLE 22 – DURATION

23.01 TERM

This agreement shall be binding and continue **to be** in effect and shall continue from year to year unless either party gives written notice to the other party of its desire to bargain for amendments within ninety (90) days prior to the termination date of September 28, **2025 2024**. Upon receipt of such notice by one party or the other, both parties will meet thereafter for the purposes of bargaining.

14. LETTER OF UNDERSTANDINGS (RENEW)

- Central Bargaining
- Student Positions
- Commitment to Equity, Diversity and Inclusivity

15. LETTER OF UNDERSTANDING #X (NEW)

RE: NURSING GRADUATE GUARANTEE PROGRAM

LX.01 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 centrally to renegotiate this letter of understanding.

LX.02 Only so many positions will be created as are covered by government funding for supernumerary positions.

LX.03 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.

LX.04 The Hospital will consult with the Union with regards to supernumerary positions in accordance with the 2023-2024 Nursing Graduate Guarantee Program Guidelines.

LX.05 The applicable mentorship premium in the local appendix will apply.

- LX.06** Such supernumerary positions will not be subject to internal postings as per Article 9.05.
- LX.07** Such nurses will be full-time and covered by the full-time Collective Agreement.
- LX.08** The duration of such supernumerary appointments will be for the period of funding or such other period as the local parties may agree, provided such period is not less than twelve (12) weeks.
- LX.09** 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.
- LX.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 equal to all hours worked in their supernumerary position.
- LX.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.
- LX.12** The Hospital bears the onus of demonstrating that such positions are supernumerary.

16. LETTER OF UNDERSTANDING #X (NEW)

RE: OPTIMAL STAFFING COMPOSITION

The parties agree that periodic review of the composition of full-time, regular part-time, and casual staff ensures the optimization of the hospital workforce and may support quality work environments, support continuity of patient care, ensure adequate staffing resources, and support cost-efficiency. Such reviews should reflect the recruitment and retention considerations of the internal and external workforce, including the desire for stability and flexibility while ensuring service stability for patients in a 24/7 environment. It is also understood that such reviews occur at a point in time, and the optimal composition of full-time, regular part-time, and casual staff for a unit/department may change over time.

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

regular part-time, and casual staff. In order to conduct the review, the parties may review the following information for these departments/units:

- **Overtime Hours**
- **Hours worked by casual staff.**
- **Hours worked by regular part-time staff above their commitment as per the Local Appendix of the Collective Agreement.**
- **Recruitment and retention data.**
- **Job Postings**
- **Hours worked by agency staff.**
- **Work Schedules**

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

17. LETTER OF UNDERSTANDING #X (NEW)

RE: AGENCY STAFF REPORTING

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

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

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

18. APPENDIX A – CUPE RATES

Effective September 29, 2023, 3.0% general wage increase.

Effective September 29, 2024, 3.0% general wage increase.

APPENDIX B

LOCAL ISSUES AGREED TO BY THE PARTIES

****RENUMBER ARTICLES WHERE NEEDED****

ARTICLE 5 – UNION SECURITY

5.02 Notification to Union

- a) The Hospital will provide the union with a list monthly of all hirings, lay-offs, recalls, **resignations and retirees**, and positions that have been vacated within the bargaining unit where such information is available or becomes readily available through the Hospital's payroll system.
- b) The Hospital will provide the Union with the current mailing address, personal email addresses if available, and phone number(s) it has on record of all members of the bargaining unit twice (2) a year in electronic form. **The Hospital will create and maintain a one-time internal hospital email distribution list of active CUPE local 815 bargaining unit members for the local's use for communication. On-going maintenance shall be the responsibility of the President of the Local ("Owner").**

ARTICLE 6 – UNION REPRESENTATION AND COMMITTEES

6.02 Labour-Management Committee

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

An equal number of representatives of each party as mutually agreed shall meet at a time and place mutually satisfactory. A request for a meeting hereunder will be made in writing **at least seven (7) days** prior to the date proposed and accompanied by an agenda of matters proposed to be discussed, which shall not include matters that are properly the subject of grievance or negotiations for the amendment or renewal of this agreement. **Agenda items shall be shared with the other party at least one (1) week in advance.**

The Hospital agrees to provide the Union with as much notice as reasonable under the circumstances where there is permanent moves of services or programs from site to site or within sites.

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

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

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

6.06 Union Leave Days

Having regard to the efficient operation of the Hospital, leave for employees to represent the Union is ~~conditional on the employees not being from the same work area~~ **subject to operational needs**. The total number of days in any one calendar year for leave for Union business for all Union members is not to exceed two hundred and fifty (250) days. **The Hospital at its discretion may allow this annual total to be exceeded subject to operational needs.** In requesting such leave of absence for an employee or employees, the Union must give at least fourteen (14) days clear notice in writing to the Hospital, unless not reasonably possible to give such notice.

ARTICLE 7 – GRIEVANCE AND ARBITRATION PROCEDURES

7.08 Part-Time Employee

All agreements reached under the Grievance Procedure between the representatives of the Hospital and the representatives of the Union will be final and binding upon the Hospital ~~and~~, the Union, and the employees.

ARTICLE 9 – SENIORITY

9.03 Seniority List

The Hospital shall maintain a seniority list for full-time ~~and~~, part-time, **and casual** employees covered by this Agreement, which will indicate the total

hours worked with the Hospital ~~within their classification~~. Up to date seniority lists will be prepared by the Hospital and sent to the Secretary of the Union in April and October of each year.

9.06 Job Posting

(...)

- (k) A part-time/casual employee may relieve in a full-time position for a period of six (6) months, or such other length of time as may be mutually agreed upon and still retain their part-time/**casual** status.

9.07 Transfer and Seniority out of the Bargaining Unit

(...)

- (b) An employee who is transferred to a position outside the bargaining unit shall not, subject to (c) below, accumulate seniority. In the event the employee is returned by the Hospital to a position in the bargaining unit within twenty-four (24) months of the transfer they shall be credited with the seniority held at the time of transfer and resume accumulation from the date of their return to the bargaining unit. An employee not returned to the bargaining unit within **twenty-four** (24) months shall forfeit bargaining unit seniority.
- (c) In the event an employee transferred out of the bargaining unit under (a) or (b) above is returned to the bargaining unit within a period of twelve (12) calendar months, they shall accumulate seniority during the period of time outside the bargaining unit. **For clarity, seniority under this Article 9.07(c) will not be credited until the employee returns to the bargaining unit.**

ARTICLE 13 – SICK LEAVE, INJURY & DISABILITY

13.01 Sick Leave

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

~~The former sick leave bank system formerly in place at the Milton site shall cease to operate at the start of the pay period which commences thirty-one (31) days after the date of ratification and sick banks then in existence will be frozen.~~

~~Except for dismissal due to theft or damage to Hospital property, an employee (or the estate of an employee) who has completed two (2) years of continuous service shall, on termination of employment (or death) receive one half (1/2) of their frozen and unused sick leave credits at the employee's current rate of pay up to a maximum of sixty-nine (69) days. In the case of a full-time employee hired after October 2, 1979, the provisions of payout of frozen and unused sick days only apply after completion of five (5) or more years of full-time service. It is understood that this payout applies to the Milton site frozen bank only. The Bank is frozen at the dollar value in effect on the date on which it is frozen.~~

(...)

13.05 Medical Documentation

The cost for the completion of requested medical documentation shall be paid by the Employer. **For incidental absences, three (3) days or less, where medical documentation has been requested, such medical documentation shall be submitted to the Health, Safety and Wellness department for privacy purposes.**

ARTICLE 14 – HOURS OF WORK

14.01 Scheduling

(...)

3. It is understood that the following areas of the Hospital have flexible starting and stopping times. Surgical Day Care (OTMH site), Mat/Child (OTMH site), Ambulatory Clinics (OTMH site). In these units/departments, employees will be given as much notice as possible regarding their starting and stopping times of work.

Employees in units/departments where flexible starting and stopping times are required, ~~will scheduled starting and stopping times of work~~, and the scheduled hours are exceeded either at the beginning or the end of the scheduled shift, employees will be paid time and one half (1 1/2) for hours in excess of the normal standard tour length in the department/unit.

(...)

- 8b) Where the Hospital determines that self-scheduling is not meeting the patient care and operational needs of the Hospital, it may discontinue self-

scheduling upon giving **at least 12 weeks** ~~90 days~~ notice to the affected employees.

(...)

11. a.

(...)

viii. It is understood that when an employee who requested and was granted permanent shift or weekend work has given ninety **(90)** days' notice in writing to the manager/department head that they wish to return to a "regular rotation of tours" that the responsibility for the additional shift work and weekend work in a unit/department will be equitably distributed among all employees in the department/unit to the extent practicable.

xv. Holiday Scheduling

1) Vacations may not be granted during the period from December 15 to January 5 in order to maintain operational ~~requirements~~ **needs**.

2) b) December 31, **and** January 1 ~~and one of December 27, 28, 29 or 30~~
(New Year's Period)

13. Shift Cancellation

The Hospital will provide at least **twelve (12)** ~~four (4)~~ hours notice of the cancellation of a tour. Whenever possible, the Hospital will provide as much additional notice of the cancellation of a shift as possible.

If ~~four (4)~~ **twelve (12)** hours of notice of cancellation is not given to an employee, the employee will be entitled to reporting pay of four (4) hours at straight time for a cancelled tour of 7.5 hours or greater. For tours of less than 7.5 hours which are cancelled without four (4) hours of notice, employees will receive reporting pay of a maximum of one half (1/2) of the total hours cancelled, at straight time.

It is the responsibility of all employees to provide the manager of any department/unit where they work, with a profile of contact numbers that may be used to contact the employee in the event of cancellation. It is also the responsibility of every employee to review their posted schedule on each tour that they work to identify any changes that are made.

An employee will be deemed to be cancelled where:

- a) the employee has been notified in person or by telephone; or
- b) by leaving a message with a responsible person; or
- c) a message has been left on the voice mail at the telephone number designated by the employee; or

- d) an attempt is made to contact the employee by other means identified by the employee (e.g. fax, ~~pager~~, cellular phone, alternate numbers).

An attempt to contact will be regarded as one call to the number(s) provided by the employee. One call is deemed as allowing the telephone to ring at least six (6) times, sending one (1) fax or paging one (1) time. Once such an attempt is made this attempt to contact will be documented on the employee's schedule and/or the unit/department work sheet with the time the contact attempt was made and the initials of the individual attempting to make contact.

14.02(a) Rest Periods

For Eight (8) Hour Tours

The Hospital will schedule one paid fifteen (15) minute rest period for each ~~full scheduled half shift~~ **three and three-quarter (3 3/4) hours of work**. The Hospital will also schedule one (1) unpaid thirty (30) minute lunch period within the first five (5) hours of a tour where an employee is scheduled to work more than five (5) hours on a tour.

Within a Department, the Hospital may schedule the two (2) fifteen (15) minute rest periods in a full shift together as one (1) rest period of thirty (30) minutes.

For Twelve (12) Hour Tours

Within a Department declared by the Hospital to be operating on twelve (12) hour tours the Hospital shall provide three (3) fifteen (15) minute paid breaks and forty-five (45) minutes of unpaid meal time.

In units/departments where there currently exists hours of work other than the above, an employee shall be entitled to one paid fifteen (15) minute rest period for each three and three-quarter (3 3/4) hours of work.

Within a Department, the foregoing breaks may be aggregated by the Hospital and provided in fewer larger blocks of time.

14.02(b) [DELETE ARTICLE]

ARTICLE 15 – PREMIUM PAYMENT

15.06 Call-Back

Where employees are called back to work after having completed a regular shift, and prior to the commencement of their next regular shift, they shall

receive a minimum of four (4) hours of work or four (4) hours pay at the rate of double their regular hourly earnings ~~effective the date of June 13, 2023.~~

15.07 Standby

An employee who is required to remain available for duty on standby, outside the normal working hours for that particular employee, shall receive standby pay in the amount of three dollars and twenty cents (\$3.20) per hour for all hours on standby.

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

~~Effective September 29, 2016, w~~Where such standby duty falls on a paid holiday, the employee shall receive standby pay in the amount of \$4.90 per hour.

- (a) The Hospital will notify the Bargaining Unit President prior to initiating ongoing standby assignments on any unit.
- (b) Scheduled standby assignments will be distributed equitably amongst the employees in any unit utilizing by mutual agreement at the unit level.
- (c) Ongoing standby assignments shall be posted at the same time as the tours of duty schedules. Employees shall be permitted to exchange their standby assignments where submitted electronically and approved by the Manager or designate. Such exchange will not be result in additional cost to the Employer. In the event that Article 15.07 (d) below is triggered due to exchange of standby assignments, the employee called in from standby is responsible for ensuring coverage should they choose not to return within the eleven (11) hour period.
- (d) Where an employee has been called in from standby and worked the hours after 2400 hours, such employee will not be required to report to work within eleven (11) hours unless they do so by mutual agreement between the employee and the Hospital. Should the employee choose not to work during the eleven (11) hour period, they shall be granted time off without pay, or they may choose to use lieu time, vacation or statutory holidays.

ARTICLE – HOLIDAYS

16.04 (b) Payment for Working on a Holiday

The following shall be recognized as paid holidays for part-time employees:

New Years Day	Civic Holiday
Family Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	2nd Monday in November
2nd Monday in June	Christmas Day
Canada Day	Boxing Day

(...)

ARTICLE 17 – VACATIONS

17.01 (c)

Payment for vacations shall be calculated on the basis of gross earnings payable **within that pay period**. ~~on the first pay period following June 30th of each year.~~

~~Effective the first pay period following June 30, 2024 a~~ **All** part-time/**casual** employees will be paid vacation pay on a bi-weekly basis.