

UNIFOR BARGAINING REPORT

HIGHLIGHTS OF THE TENTATIVE CENTRAL AGREEMENT

BETWEEN

The Participating Northern Hospitals

- and -



**UNIFOR
(AND ITS LOCAL 229)**



**UNIFOR
(AND ITS LOCAL 1359)**

Your Bargaining Committee,

Kari Jefford, President Unifor (Local 229)
Carrie Moffitt, Vice President Unifor (Local 229)
Cathy Humalamaki, President Unifor (Local 1359)
Mary Casola, Vice President Unifor (Local 1359)
Karen Marchesky, National Representative (Unifor)
Rob Moquin, National Representative (Unifor)
Laurie Lessard-Brown, National Representative (Unifor)
Tracey Vernier, Unit Chair (Lady Dunn Health Centre)
Jennifer Mcleod, Unit Chair (Sault Area Hospital)
Anna Paquin, Unit Chair (Sault Area Hospital)
Samarita Hurley, Unit Chair (Sault Area Hospital)
Jamie Clegg, Unit Chair (St. Joes General Hospital – Elliot Lake)
Heather Young, Unit Chair (St. Joes General Hospital – Elliot Lake)
Janette Aaltonan, Unit Chair (Geraldton Hospital)
Kara Blanchard, Unit Chair (Atikokan)
Chantel Paavola, Unit Chair (St. Joes Care Group Tbay)
Rob Richter, Unit Chair (NOSH)
John Oliveira, Unit Chair (Manitouwadge Hospital)
Kayleen Harrison, Unit Chair (Manitouwadge Hospital)
Laura Kemp, Unit Chair (Nipigon)

Your Bargaining Committee fully recommends this offer and strongly recommends that you endorse it as well.¹

In Solidarity,
Bargaining Committee

HIGHLIGHTS

MEMORANDUM OF SETTLEMENT
Between
THE PARTICIPATING HOSPITALS
And
UNIFOR

In accordance with the terms of the Memorandum of Conditions for Joint Bargaining signed March 24, 2026, the Central Negotiating Teams representing the Participating Hospitals and the Participating Locals of Unifor hereby agree to unanimously recommend to their respective principals for ratification, the following terms and conditions (attached) as full and final settlement of all central matters at issue.

Except as noted otherwise, all terms and conditions set out herein will be effective upon the date of ratification. This Memorandum will be ratified on or before June 5, 2026. Incorporated in this settlement are:

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

Except where specifically noted, with respect to the centrally negotiated terms and conditions, the parties agree to the status quo as currently exists in the expired Unifor collective agreements. All proposals deemed central and not specifically referenced in this Memorandum of Settlement are withdrawn.

APPENDIX 1

Term

October 11, 2025 – November 10, 2028

Wages

2.25% Effective October 11, 2025

2.00% Effective October 11, 2026

1.75% Effective October 11, 2027

Premiums

0

- Effective October 11, 2025
21.04 Standby

Full-Time and Part-Time

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 **\$3.45** per hour for all hours on standby.

Standby pay shall, however, cease where an employee is called in to work, and works during the period of standby.

All superior provisions remain.

ADD NEW Standby on a Holiday

Where such standby duty falls on a paid holiday, the employee shall receive standby pay in the amount of five dollars and five cents (\$5.05) per hour.

Benefits

- Effective date of ratification – Increase Orthodontics by \$500 (\$2000 to \$2500)
- Effective date of ratification – Increase Implants, Crowns, and Bridgework by \$500 (\$2000 to \$2500)
- Effective date of ratification – Increase Dentures by \$1500 (\$1000 to \$2500)
- Effective date of ratification – Increase mental health by \$100 (from \$800 to \$900)
- Effective October 11, 2026 – Increase mental health by \$100 (from \$900 to \$1000)
- Effective October 11, 2027 – Cost of hearing aid acquisition every 3 years
- Effective October 11, 2027 – Bi-annual eye examination
- Effective October 11, 2027 – Eliminate ODA fee lag
- Effective October 11, 2027 – Increase Physiotherapy by \$25 (\$425 to \$450)
- Effective October 11, 2027 – Increase Chiropractic by \$25 (\$425 to \$450)

Vacation

- Effective October 11, 2025, increase vacation entitlement to 5 weeks of vacation after 12 years (from 13 years)

- Effective October 11, 2025, increase vacation entitlement to 7 weeks of vacation after 25 years (from 28 years)
- Effective October 11, 2027, increase vacation entitlement to 5 weeks of vacation after 11 years (from 12 years)

Superior provisions remain.

Bereavement Leave

19.01 Bereavement Leave

Any employee who notifies the Hospital as soon as possible following a bereavement will be granted bereavement leave for four (4) consecutive working days off without loss of regular pay from regularly scheduled hours, within seven (7) calendar days (for a total of 8 days including the date of death), in conjunction with the ~~death of the spouse, child or parent.~~ **death of the “immediate family”**

~~An employee who notifies the Hospital as soon as possible following a bereavement shall be granted up to three (3) consecutive working days off, without loss of their regular pay from regularly scheduled hours, within seven (7) calendar days (for a total of 8 days including the date of death), in conjunction with the death of an immediate family member.~~

~~“Immediate family” means brother, sister, son-in-law, daughter-in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent, grandchild, step-child, guardian or step-parent.~~

“Immediate family” means parent, brother, sister, spouse, son, daughter, son-in-law, daughter in-law, mother in-law, father in-law, brother in-law, sister in-law, grandparent, grandparent of spouse, grandchild, step-child, guardian, and step-parent.

Notwithstanding the above, individuals will be granted flexibility to distribute their bereavement leave entitlement, in excess of one (1) day, over two (2) occasions, not exceeding the number of days of bereavement leave indicated above, in order to accommodate attendance at a funeral or memorial service.

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

Where the funeral of the deceased is more than 1000 km from the Hospital, the employee shall be allowed one (1) extra day beyond the date of the funeral for return travel and such extra day shall be leave of absence without pay.

“Spouse” for the purposes of bereavement leave will be defined as in the Family Law Act.

“Spouse” for the purposes of bereavement leave will also include a partner of the same sex.

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

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

Superior provisions remain.

Retroactivity

34.01 Retroactivity

Retroactive pay will be paid on a separate cheque where the existing payroll system allows. Where the existing payroll system does not allow for such separate cheque, the Hospital will supply the employee with a detailed explanation of the retroactive pay calculations.

Retroactivity will be paid for all hours paid by the Employer to all eligible employees on the payroll as of the expiry date of the agreement and to all new such employees hired since that date. Retroactivity will be paid within 90 days of the date of this agreement.

The new rates shall be implemented no later than 2 pay periods (bi-weekly) from the date of this agreement.

If an eligible employee shall have terminated their employment since the expiry date of the agreement, the Employer shall advise the employee within 30 days by notice in writing by registered mail to the last known address on the records of the employer and the employee shall have 60 days from the posting within which to claim any payment due to them. Retroactivity will be paid within two pay periods (bi-weekly) of the employee making such claim.

STANDARDIZE LANGUAGE all collective bargaining agreements

Superior conditions to remain at St. Joseph's Elliot Lake for Office & Technical Collective Agreement

APPENDIX 2

Agreed to Items

The parties agree to the following:

No Discrimination

6.01 No Discrimination

It is agreed that there will be no discrimination by either party or by any of the employees covered by this Agreement on the basis of political affiliation or on the basis of race, creed, colour, national origin, **nationality**, sex, marital status, disability, age, religious affiliation, sexual orientation or any other factor which is not pertinent to the employment relationship as it may be set out in the Ontario Human Rights Code from time to time.

The Hospital and the Union further agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practised by either of them or their representatives or members, because of an employee's membership or non-membership in the Union or because of their activity or lack of activity in the Union.

ADD NEW citizenship, ancestry or place of origin, ethnic origin, family status, gender identity, gender expression, and record of offences.

Domestic or Sexual Violence Leave

ADD NEW – Domestic or Sexual Violence Leave

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

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

Where an employee has advised that they are suffering from or in fear of domestic violence, or child abuse or the Hospital is aware or ought reasonably to be aware, they will be offered supports and services that may include but are not limited to, work accommodations to schedules or duties, safety planning, training, referrals and protections, risk assessment, and/or health care benefits, support in reporting to law enforcement and/or regulated colleges, and leaves (including job protected leaves as per the Employment Standards Act, 2000); and other supports, as appropriate.

Health and Safety

Full-Time and Part-Time

~~23.01—Health & Safety~~

- ~~(a) —The Hospital and the Union agree that they mutually desire to maintain standards of safety and health in the Hospital in order to prevent accidents, injury or illness in compliance with the Occupation Health and Safety Act.~~

- ~~(b) —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 selected or appointed by the Union. The number shall be determined locally.~~

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

- ~~(d) —Meetings shall be held in accordance with the Terms of Reference of the Occupational Health and Safety Committee or more frequently at the call of the chairs if required. The Committee shall maintain minutes of all meetings and make the same available for review.~~

- ~~(e) — The union agrees to endeavour to obtain the full cooperation of its membership in the observation of all safety rules and practices.~~
- ~~(f) — Any representatives appointed or selected in accordance with this Article shall serve for a term of at least one calendar year. A member of the Joint Occupational Health and Safety Committee shall be compensated for their time while attending meetings including preparation time in accordance with the Occupational Health and Safety Act.~~
- ~~(g) — The Hospital agrees to co-operate reasonably in providing necessary information to enable the Committee to fulfill its functions. In addition, the Hospital will provide the Committee with access to all accident reports, health and safety records and any other pertinent information in its possession.~~
- ~~(h) — If incidents involving aggressive patient action occur, such action will be recorded and reviewed at the Occupational Health Committee.~~
- ~~(i) — 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 employees.~~

ADD NEW

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

- **The employer shall take every precaution reasonable in the circumstances for the protection of a worker [Occupational Health and Safety Act, s. 25 (2)(h)].**
- **When faced with occupational health and safety decisions, the Hospital will not await full scientific or absolute certainty before taking reasonable action(s) including but not limited to, providing readily accessible personal protective equipment that reduces risk and protects employees.**
- **Hospitals will ensure adequate stocks of the N95 respirator or equivalent or better (or such other personal protective equipment as the parties may in writing agree) to be made available to bargaining unit members at short notice in the event that there are reasonable indications of the emergence of a pandemic, epidemic or outbreak of an infectious disease in the community served by the Hospital.**
- **When the employer receives written recommendations from a health and safety representative, that employer shall respond in writing within twenty- one days [Occupational Health and Safety Act, s. 9 (20)].**
- **The employer's response shall contain a timetable for implementing the recommendations the employer agrees with and give reasons why the employer disagrees with any of the recommendations that the employer does not accept. [Occupational Health and Safety Act, s.9(21)].**
- **The employer shall ensure that the equipment, materials and protective devices as prescribed are provided [Occupational Health and Safety Act, s.25 (1) (a)].**
- **The employee shall use or wear the equipment, protective devices or clothing that the employer requires to be used or worn [Occupational Health and Safety Act, s. 28 (1) (b)].**

- **The employee shall not use or operate any equipment, machine, device or thing or work in a manner that may endanger himself, herself, or any other worker [Occupational Health and Safety Act, s. 28 (2)(b)].**
- **A worker who is required by his or her employer to wear or use any protective clothing, equipment or device shall be instructed and trained in its care, use and limitations before wearing or using it for the first time and at regular intervals thereafter and the worker shall participate in such instruction and training. Personal protective equipment that is to be provided, worn or used shall, be properly used and maintained, be a proper fit, be inspected for damage or deterioration and be stored in a convenient, clean and sanitary location when not in use, [Occupational Health and Safety Act, s. 25(1)(b.1) and O. Reg. 67/93 - Health Care]**

(b) It is understood that communication on issues of mutual concern should occur between the Joint Health and Safety Committee, Infection Control, Risk Management and Emergency Planning.

(c) In the event there are reasonable indications of the emergence of a pandemic any employee working at more than one health care facility will, upon the request of the hospital, provide information of such employment to the hospital. No consequence will flow from such disclosure, other than as strictly necessary to prevent the spread of infection.

(d) Joint Health and Safety Committee:

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

Hospitals will choose either to include a representative from the

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

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

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

- (iv) Meetings shall be held at a frequency as determined by the Joint Health and Safety Committee. The Committee shall maintain minutes of all meetings and make the same available for review. Copies shall be sent to the Committee members within a reasonable period of time following the meeting. The Joint Health and Safety Committee will determine the appropriate mechanism to communicate the minutes of the proceedings of the Committee to the organization.**

- (v) Any representative appointed or selected in accordance with (d) (i) hereof, shall serve for a term length as determined by the local parties. Time off for representatives to perform these duties shall be granted.**

"A member of a committee is entitled to,

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

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

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

- (viii) When employees are exposed to infectious or communicable diseases in the workplace for which there are available protective medications, such medications shall be provided at no cost to the employees.**

- (ix) The number of bargaining unit employees to be trained to be certified workers as defined under the Occupational Health and Safety Act shall be determined by the local parties.**

- (x) "A member of a committee shall be deemed to be at work while the member is fulfilling the requirements for becoming certified by the Workplace Health and Safety Agency, and the member's employer shall pay the member for the time spent at the member's regular or premium rate as may be proper." ref: Occupational Health and Safety Act, Sec. 9(36) "[This provision] does not apply with respect to workers who are paid by the Agency for the time spent fulfilling the requirements for becoming certified", ref: Sec 9(37).**

- (xi) A) "This section does not apply to an employee**

 - 1) When a circumstance described below is inherent in the worker's work or is a normal condition of the worker's employment; or**

 - 2) When the worker's refusal to work would directly endanger the life, health or safety of another person", ref: Occupational Health and Safety Act, Sec. 43 (1).**

B) "A worker may refuse to work or do particular work where he or she has reason to believe that:

 - 1) Any equipment, machine, device, or thing the worker is to use or operate is likely to endanger himself, herself, or another worker.**

 - 2) (a) The physical condition of the workplace or the part thereof in which he or she works or is to work is likely to endanger himself or herself; or**

(b) Workplace violence is likely to endanger himself or herself; or

3) Any equipment, machine, device or thing he or she is to use or operate or the physical condition of the workplace or the part thereof in which he or she works or is to work is in contravention of this Act or the regulations and such contravention is likely to endanger himself, herself or another worker", ref: Occupational Health and Safety Act, Sec. 43 (3).

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

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

Note 2: "Workplace harassment" means":

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

(b) Workplace sexual harassment:

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

(ii) Making a sexual solicitation or advance where the person making the solicitation or advance is in a position to confer, grant or deny a benefit or advancement to the worker and the person knows or ought reasonably to know that the

solicitation or advance is unwelcome:" Ref: Occupational Health and Safety Act, Sec. 1(1).

Overtime Pyramiding

21.02 Definition of Overtime

(i) Full-Time

- Authorized time worked in excess of seven and one-half (7-1/2) hours per day seventy-five (75) hours in a two-week period shall be paid at the rate of one and one half times the employee's basic hourly straight time rate of pay, provided no overtime premium will be paid for overtime on an exchange of shifts mutually agreed to between two employees where approved by the hospital. Where an employee is required to work additional overtime contiguous to an overtime shift within a twenty-four (24) hour period, the employee will be compensated at the rate of double time their straight time hourly rate for all additional contiguous overtime hours worked.
- It is understood and acknowledged that the Corporation has the right to require employees to perform reasonable authorized overtime work.
- Call back shall not be considered as hours worked for the purpose of this article.
- 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 workweek and also as hours for which the overtime premium is paid.

Nothing herein will disentitle the employee of payment of shift premiums as outlined in Article 21.05 and 21.06.

Letters of Understanding

Filling of positions under the Job Posting Procedure

Delete LOU and add new article 18.04 and renumber subsequent articles

18.04 Where the Hospital is unable to transfer a new employee selected in accordance with Article 18 within 30 calendar days of being awarded the position, the Unit Chairperson shall be notified of the reasons for the delay.

The Hospital agrees that it shall post permanent vacant positions in accordance with Article 18 within 30 calendar days of the position becoming vacant, unless the Hospital provides the Union notice under Article 14 of it's intention to eliminate the position.

Experience Pay

Delete LOU and amend article 31.01 as follows:

31.01 Experience Pay

Full-Time and Part-Time

An employee hired by the Hospital with recent and related experience, may claim at the time of hiring on a form supplied by the Hospital consideration for such experience. **Employees are to be notified of this process at the time of hire.** Any such claim shall be accompanied by verification of previously related experience. The Hospital shall then evaluate such experience during the probationary period. Where, in the Hospital's opinion such experience is 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 on the completion of the employee's probationary period. It is understood and agreed that this shall not constitute a violation of the Wage schedule of the Collective Agreement.

NOTE: Filling of Positions under the Job Posting Procedure

- St Joesphs General Hospital Elliot Lake – Both Units will need to be added to 18.10 instead of 18.04.

Experience Pay

- St Joseph's General Hospital – Office and Technical – Experience pay LOU will need to be added 29.01 Instead of 31.01.
- Sault Area Hospital – Office and Clerical – Experience Pay L29.01 has to be taken out of local language and put into the central language.

Renew the following LOUs

1. Roster of Arbitrators
2. Implementation and Collective Agreement Formatting Sub-committee
3. Part-time Benefits
4. Local Health Integration Networks
5. Professional Responsibilities Workload Report Form
6. Agency Reporting
7. Optimal Staffing Composition
8. Unit Weekend Worker
9. Nurse Graduate Guaranteed Positions (Update dates during drafting)
10. Mediation/Arbitration Process
11. Violence against women
12. Joint Commitment in Dignity and Respect at Work
13. Women's Advocate
14. Mental Health
15. Paid Education Leave

Shift Premiums

21.05 Weekend Premium

Full-Time and Part-Time

An employee shall be paid a weekend premium of three dollars and fourteen cents (\$3.14) per hour effective October 11, 2023, for each hour worked between 2400 hours Friday to 2400 hours Sunday or such other forty-eight (48) hour period that the hospital may establish. If an employee is receiving premium pay pursuant to a local scheduling regulation with respect to consecutive weekends worked, they will not receive weekend premium under this provision.

21.06 Shift Premium

Full-Time and Part-Time

Employees shall be paid a shift premium of two dollars and twenty-six cents (\$2.26) per hour effective October 11, 2023 for all hours worked where the majority of their scheduled hours fall between 1500 and 0700 hours.

Effective within thirty (30) days of the signing of the Memorandum of Settlement Amend shift premium to separate:

- Evening premium (1500 – 2300) hours
- Night premium (2300 to 0700) hours.
- Increase new night premium \$2.98

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

Probationary Period

Amend Article 13.01 as follows:

13.01 Probationary Period

A new employee will be considered on probation until they have completed ~~forty-five~~ **sixty** days of work (~~337.5~~ **450** hours of work for employees whose regular hours of work are other than the standard work day) within any twelve calendar months. Upon completion of the probationary period they shall be credited with seniority equal to ~~forty-five~~ **sixty** working days. With the written consent of the Hospital, the probationary employee, and the Unit Chairperson or designate, such probationary period may be extended. Any extension agreed to will be in writing and will specify **the reason for** and the length of the extension. Such extensions shall not be unreasonably denied. The release or discharge of an employee during the probationary period shall not be the subject of a grievance or arbitration and is at the sole discretion of the Hospital.

**UNIFOR and The Participating Hospitals
Items in Agreement
March 27, 2026**

The parties agree to the following:

Union Proposal 1 – No Discrimination

6.01 No Discrimination

It is agreed that there will be no discrimination by either party or by any of the employees covered by this Agreement on the basis of political affiliation or on the basis of race, creed, colour, national origin, **nationality**, sex, marital status, disability, age, religious affiliation, sexual orientation or any other factor which is not pertinent to the employment relationship as it may be set out in the Ontario Human Rights Code from time to time.

The Hospital and the Union further agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practised by either of them or their representatives or members, because of an employee's membership or non-membership in the Union or because of their activity or lack of activity in the Union.

ADD NEW citizenship, ancestry or place of origin, ethnic origin, family status, gender identity, gender expression, and record of offences.

Union Proposal 2 – Leaves of Absence

ADD NEW – Domestic or Sexual Violence Leave

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

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

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

and leaves (including job protected leaves as per the Employment Standards Act, 2000); and other supports, as appropriate.

Union Proposal #3

Full-Time and Part-Time

~~23.02 Health & Safety~~

- ~~(a) — The Hospital and the Union agree that they mutually desire to maintain standards of safety and health in the Hospital in order to prevent accidents, injury or illness in compliance with the Occupation Health and Safety Act.~~
- ~~(b) — 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 selected or appointed by the Union. The number shall be determined locally.~~
- ~~(c) — Such Committee shall identify potential dangers and hazards, institute means of improving health and safety programs and recommend actions to be taken to improve conditions related to safety and health.~~
- ~~(d) — Meetings shall be held in accordance with the Terms of Reference of the Occupational Health and Safety Committee or more frequently at the call of the chairs if required. The Committee shall maintain minutes of all meetings and make the same available for review.~~
- ~~(e) — The union agrees to endeavour to obtain the full cooperation of its membership in the observation of all safety rules and practices.~~
- ~~(f) — Any representatives appointed or selected in accordance with this Article shall serve for a term of at least one calendar year. A member of the Joint Occupational Health and Safety Committee shall be compensated for their time while attending meetings including preparation time in accordance with the Occupational Health and Safety Act.~~
- ~~(g) — The Hospital agrees to co-operate reasonably in providing necessary information to enable the Committee to fulfill its functions. In addition, the Hospital will provide the Committee with access to all accident reports, health and safety records and any other pertinent information in its possession.~~

~~(h) — If incidents involving aggressive patient action occur, such action will be recorded and reviewed at the Occupational Health Committee.~~

~~(i) — 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 employees.~~

ADD NEW

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

- The employer shall take every precaution reasonable in the circumstances for the protection of a worker [Occupational Health and Safety Act, s. 25 (2)(h)].**
- When faced with occupational health and safety decisions, the Hospital will not await full scientific or absolute certainty before taking reasonable action(s) including but not limited to, providing readily accessible personal protective equipment that reduces risk and protects employees.**
- Hospitals will ensure adequate stocks of the N95 respirator or equivalent or better (or such other personal protective equipment as the parties may in writing agree) to be made available to bargaining unit members at short notice in the event that there are reasonable indications of the emergence of a pandemic, epidemic or outbreak of an infectious disease in the community served by the Hospital.**
- When the employer receives written recommendations from a health and safety representative, that employer shall respond in writing within twenty- one days [Occupational Health and Safety Act, s. 9**

(20)].

- **The employer's response shall contain a timetable for implementing the recommendations the employer agrees with and give reasons why the employer disagrees with any of the recommendations that the employer does not accept. [Occupational Health and Safety Act, s.9(21)].**
 - **The employer shall ensure that the equipment, materials and protective devices as prescribed are provided [Occupational Health and Safety Act, s.25 (1) (a)].**
 - **The employee shall use or wear the equipment, protective devices or clothing that the employer requires to be used or worn [Occupational Health and Safety Act, s. 28 (1) (b)].**
 - **The employee shall not use or operate any equipment, machine, device or thing or work in a manner that may endanger himself, herself, or any other worker [Occupational Health and Safety Act, s. 28 (2)(b)].**
 - **A worker who is required by his or her employer to wear or use any protective clothing, equipment or device shall be instructed and trained in its care, use and limitations before wearing or using it for the first time and at regular intervals thereafter and the worker shall participate in such instruction and training. Personal protective equipment that is to be provided, worn or used shall, be properly used and maintained, be a proper fit, be inspected for damage or deterioration and be stored in a convenient, clean and sanitary location when not in use, [Occupational Health and Safety Act, s. 25(1)(b.1) and O. Reg. 67/93 - Health Care]**
- (f) It is understood that communication on issues of mutual concern should occur between the Joint Health and Safety Committee, Infection Control, Risk Management and Emergency Planning.**
- (g) In the event there are reasonable indications of the emergence of a pandemic any employee working at more than one health care facility will, upon the request of the hospital, provide information of such employment to the hospital. No consequence will flow from such disclosure, other than as strictly necessary to prevent the spread of infection.**
- (h) Joint Health and Safety Committee:**
- (vi) Recognizing its responsibilities under the applicable legislation, as**

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

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

- (vii) 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.**
- (viii) 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.**
- (ix) Meetings shall be held at a frequency as determined by the Joint Health and Safety Committee. The Committee shall maintain minutes of all meetings and make the same available for review. Copies shall be sent to the Committee members within a reasonable period of time following the meeting. The Joint Health and Safety Committee will determine the appropriate mechanism to communicate the minutes of the proceedings of the Committee to the organization.**
- (x) Any representative appointed or selected in accordance with (d) (i) hereof, shall serve for a term length as determined by the local parties. Time off for representatives to perform these duties shall be granted.**

"A member of a committee is entitled to,

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

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

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

- (xii) When employees are exposed to infectious or communicable diseases in the workplace for which there are available protective medications, such medications shall be provided at no cost to the employees.**
- (xiii) The number of bargaining unit employees to be trained to be certified workers as defined under the Occupational Health and Safety Act shall be determined by the local parties.**
- (xiv) "A member of a committee shall be deemed to be at work while the member is fulfilling the requirements for becoming certified by the**

Workplace Health and Safety Agency, and the member's employer shall pay the member for the time spent at the member's regular or premium rate as may be proper." ref: Occupational Health and Safety Act, Sec. 9(36) "[This provision] does not apply with respect to workers who are paid by the Agency for the time spent fulfilling the requirements for becoming certified", ref: Sec 9(37).

- (xv) **A) "This section does not apply to an employee**
- 1) When a circumstance described below is inherent in the worker's work or is a normal condition of the worker's employment; or**
 - 2) When the worker's refusal to work would directly endanger the life, health or safety of another person", ref: Occupational Health and Safety Act, Sec. 43 (1).**
- B) "A worker may refuse to work or do particular work where he or she has reason to believe that:**
- 1) Any equipment, machine, device, or thing the worker is to use or operate is likely to endanger himself, herself, or another worker.**
 - 2) (a) The physical condition of the workplace or the part thereof in which he or she works or is to work is likely to endanger himself or herself; or
(b) Workplace violence is likely to endanger himself or herself; or**
 - 3) Any equipment, machine, device or thing he or she is to use or operate or the physical condition of the workplace or the part thereof in which he or she works or is to work is in contravention of this Act or the regulations and such contravention is likely to endanger himself, herself or another worker", ref: Occupational Health and Safety Act, Sec. 43 (3).**
- C) A refusal to work or do particular work as outlined in Article 19.01 (d)(xi)(B) shall not be considered a contravention of Article 4.**

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

other Unions representing employees of the Hospital.

Note 2: "Workplace harassment" means":

- (c) Engaging in a course of vexatious comment or conduct against a worker in a workplace that is known or ought reasonably to be known to be unwelcome, or**
- (d) Workplace sexual harassment:**
 - (i) Engaging in a course of vexatious comment or conduct against a worker in a workplace because of sex, sexual orientation, gender identity or gender expression, where the course of comment or conduct is known or ought reasonably to be known to be unwelcome, or**
 - (ii) Making a sexual solicitation or advance where the person making the solicitation or advance is in a position to confer, grant or deny a benefit or advancement to the worker and the person knows or ought reasonably to know that the solicitation or advance is unwelcome:" Ref: Occupational Health and Safety Act, Sec. 1(1).**

Union Monetary Proposal #4 – Overtime Pyramiding

21.03 Definition of Overtime

(ii) Full-Time

- Authorized time worked in excess of seven and one-half (7-1/2) hours per day seventy-five (75) hours in a two-week period shall be paid at the rate of one and one half times the employee's basic hourly straight time rate of pay, provided no overtime premium will be paid for overtime on an exchange of shifts mutually agreed to between two employees where approved by the hospital. Where an employee is required to work additional overtime contiguous to an overtime shift within a twenty-four (24) hour period, the employee will be compensated at the rate of double time their straight time hourly rate for all additional contiguous overtime hours worked.
- It is understood and acknowledged that the Corporation has the right to require employees to perform reasonable authorized overtime work.

- Call back shall not be considered as hours worked for the purpose of this article.
- 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 workweek and also as hours for which the overtime premium is paid.

Nothing herein will disentitle the employee of payment of shift premiums as outlined in Article 21.05 and 21.06.

Union Proposal 6 – Letters of Understanding

Filling of positions under the Job Posting Procedure

Delete LOU and add new article 18.04 and renumber subsequent articles

18.04 Where the Hospital is unable to transfer a new employee selected in accordance with Article 18 within 30 calendar days of being awarded the position, the Unit Chairperson shall be notified of the reasons for the delay.

The Hospital agrees that it shall post permanent vacant positions in accordance with Article 18 within 30 calendar days of the position becoming vacant, unless the Hospital provides the Union notice under Article 14 of it's intention to eliminate the position.

Experience Pay

Delete LOU and amend article 31.01 as follows:

31.01 Experience Pay

Full-Time and Part-Time

An employee hired by the Hospital with recent and related experience, may claim at the time of hiring on a form supplied by the Hospital consideration for such experience. **Employees are to be notified of this process at the time of hire.** Any such claim shall be accompanied by verification of previously related experience. The Hospital shall then evaluate such experience during the probationary period. Where, in the Hospital's opinion such experience is 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 on the completion of the employee's probationary period. It is understood and agreed that this shall not constitute a violation of the Wage schedule of the Collective Agreement.

NOTE: Filling of Positions under the Job Posting Procedure

- St Joesphs General Hospital Elliot Lake – Both Units will need to be added to 18.10 instead of 18.04.

Experience Pay

- St Joseph's General Hospital – Office and Technical – Experience pay LOU will need to be added 29.01 Instead of 31.01.
- Sault Area Hospital – Office and Clerical – Experience Pay L29.01 has to be taken out of local language and put into the central language.

Renew the following LOUs

16. Roster of Arbitrators
17. Implementation and Collective Agreement Formatting Sub-committee
18. Part-time Benefits
19. Local Health Integration Networks
20. Professional Responsibilities Workload Report Form
21. Agency Reporting
22. Optimal Staffing Composition
23. Unit Weekend Worker
24. Nurse Graduate Guaranteed Positions (Update dates during drafting)
25. Mediation/Arbitration Process
26. Violence against women
27. Joint Commitment in Dignity and Respect at Work
28. Women's Advocate
29. Mental Health
30. Paid Education Leave

Union Housekeeping Proposal 2

21.07 Weekend Premium Full-Time and Part-Time

An employee shall be paid a weekend premium of three dollars and fourteen cents (\$3.14) per hour effective October 11, 2023, for each hour worked between 2400 hours Friday to 2400 hours Sunday or such other forty-eight (48) hour period that the hospital may establish. If an employee is receiving premium pay pursuant to a local scheduling regulation with respect to consecutive weekends worked, they will not receive weekend premium under this provision.

21.08 Shift Premium
Full-Time and Part-Time

Employees shall be paid a shift premium of two dollars and twenty-six cents (\$2.26) per hour effective October 11, 2023 for all hours worked where the majority of their scheduled hours fall between 1500 and 0700 hours.

Effective within thirty (30) days of the signing of the Memorandum of Settlement Amend shift premium to separate:

- Evening premium (1500 – 2300) hours
- Night premium (2300 to 0700) hours.
- Increase new night premium \$2.98

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

Hospital Proposal #7

Amend Article 13.01 as follows:

13.01 Probationary Period

A new employee will be considered on probation until they have completed ~~forty-five~~ **sixty** days of work (~~337.5~~ **450** hours of work for employees whose regular hours of work are other than the standard work day) within any twelve calendar months. Upon completion of the probationary period they shall be credited with seniority equal to ~~forty-five~~ **sixty** working days. With the written consent of the Hospital, the probationary employee, and the Unit Chairperson or designate, such probationary period may be extended. Any extension agreed to will be in writing and will specify **the reason for** and the length of the extension. Such extensions shall not be unreasonably denied. The release or discharge of an employee during the probationary period shall not be the subject of a grievance or arbitration and is at the sole discretion of the Hospital.