

# **2022-23 CENTRAL HOSPITALS BARGAINING**

**BETWEEN:  
PARTICIPATING HOSPITALS  
AND  
SERVICE EMPLOYEES INTERNATIONAL  
UNION, LOCAL 1 CANADA**

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SUMMARY OF AWARDED AND AGREED-TO ITEMS



CANADA'S HEALTHCARE UNION

As you know, when Doug Ford tied our hands with Bill 124, we took him to court and won – and his anti-worker law was ruled by a judge to be unconstitutional and thrown out. Our union wanted to be ready, so in the last round of bargaining we fought for the right to re-open contract talks in the event Bill 124 was tossed out. And we’ve been busy doing exactly that.

After multiple rounds of failed renegotiations with the Ontario Hospital Association, an arbitrator has awarded new monetary improvements, including additional wage increases for all hospital workers in central bargaining.

In this document, you will find the highlights of all of our wins ordered by both arbitration awards.

SEIU never stopped fighting for you and we won. Arbitrator Kaplan’s Award recognizes the extent to which “Bill 124 unconstitutionally suppressed union member wages.”

When SEIU members join together, not even an anti-worker politician like Doug Ford can stop us.

SEIU delivered wage increases of 8.25% over two years with the total compensation being over 12% over the two-year 2022/3 period – for ALL hospital workers who were part of central bargaining.

And SEIU was the only union fighting for a \$35 per hour minimum wage for registered practical nurses, and we did it because SEIU nurses stepped up to join our #DriveTo35 campaign.

I’d like to personally thank each and every union member on your bargaining committee. They showed up, spoke truth to power, and they made sure that the Arbitrator heard first-hand the realities of working on the frontline and the pressures of the staffing shortages and excessive workloads.

Finally, I’d like to acknowledge that these increases still fall well short of what is needed to keep up with inflation and what is needed to address the serious shortage of healthcare workers in Ontario hospitals.

In the months ahead, SEIU members, together with OCHU/CUPE, will come together to ensure that these critical issues are addressed in the upcoming round of negotiations.

We will urge both hospital executives and the Ontario government to come to the bargaining table with a renewed commitment to guaranteeing universal access to public healthcare by providing the compensation necessary to address ongoing inflation and the unprecedented staffing crisis in Ontario’s hospitals.

We’ll never stop fighting for you.



**Sharleen Stewart**

President, SEIU Healthcare

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# CENTRAL BARGAINING COMMITTEE



## **Andrew Brake**

**Emergency Response Officer**  
Bluewater Health



## **Alexander Buchanan**

**Advanced Care Paramedic**  
Headwaters Health Care Centre



## **Nancy Cowan**

**Recreation Therapist**  
Haliburton Highlands Health Services



## **Jake Dale**

**Registered Practical Nurse**  
Niagara Health System



## **Jenn Frandsen**

**Registered Practical Nurse**

**Royal Victoria Regional Health Centre**



## **Carol Ann Fellows**

**Unit Communications Clerk**

**Quinte Health**



## **Ashley Hill**

**Registered Practical Nurse**

**Thunder Bay Regional Health Sciences**



## **Sandra Jamieson**

**Maintenance Secretary and Health Information  
Management Professional**

**Bluewater Health**



## **Melissa Jenne**

**Pharmacy Technician**

Niagara Health System, Hotel Dieu Shaver Hospital  
and Hamilton Health Sciences



## **Jason Reynaert**

**MDR Technician**

Brant Community Healthcare System



## **Simone Smith**

**Personal Support Worker / Certified Activity  
Aide**

North York General Hospital Seniors' Health Centre



## **Loriann Swanson**

**Medical Transcriptionist**

Blanche River Health

# PROFESSIONAL PRACTICE BARGAINING COMMITTEE



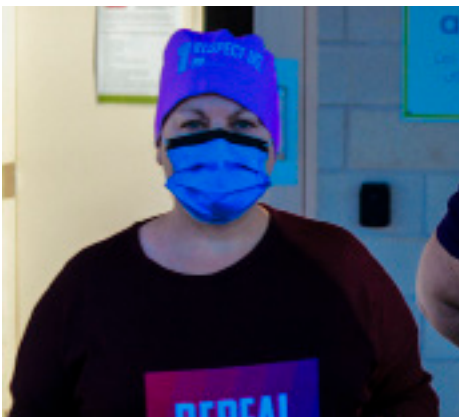
**Sandra Brown**



**Rafal Fratzcak**



**Ashley Hill**



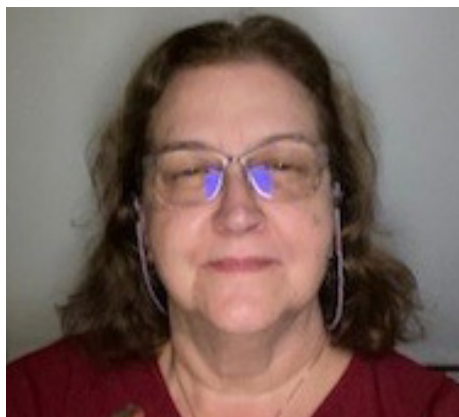
**Charlene Maynard**



**Ann Marie McLean**



**Trisha Quinn**



**Pam Ward**



**Sheena Woods**

## Preamble

On November 8, 2019 Doug Ford's government enacted Bill 124, *Protecting a Sustainable Public Sector for Future Generations Act, 2019* ("Bill 124") which capped all wage increases at 1% annually and prevented any monetary increases that would surpass 1% total compensation for a three (3) year moderation period. When we began this round of bargaining, we were restricted by this offensive bill. Our initial Award was released by Arbitrator Brian Sheehan on November 3, 2022, which provided modest monetary increases given the legislative restrictions.

Your Union fought tirelessly and maintained that this sexist anti-worker legislation was unconstitutional. Finally, on November 29, 2022, Justice Koehen of the Ontario Superior Court declared Bill 124 to be unconstitutional and deemed it "void and of no effect". SEIU and CUPE/OCHU ("the Unions") immediately served notice to the Ontario Hospital Association ("the OHA") on behalf of the Participating Hospitals to return to the bargaining table and negotiate the improvements we know you deserve. In March 2023 we met to re-open the previous award issued by Arbitrator Sheehan. The Unions and your elected Bargaining Committee engaged in two days of mediation with William Kaplan acting as the Mediator which did result in a settlement.

We proceeded to arbitration on May 10, 2023, in front of Arbitrator Kaplan. The Unions urged the Board to consider significant wage improvements in light of the staffing crisis faced by our members and the unprecedented increases in the cost of living.

Throughout this process, your elected Bargaining Committee fought persistently to improve the working conditions at your hospital.

Your employers argued that nothing more than an additional 0.75% in each year was warranted in the circumstances, with no additional non-wage monetary increases.

On June 13, 2023, Arbitrator Kaplan released your Central Hospitals Bill 124 Reopener Award. This document highlights the improvements ordered by both Arbitrator Sheehan and Arbitrator Kaplan.

# 1 | BILL 124 REOPENER AWARD CENTRAL ITEMS

**ARBITRATOR:** William Kaplan

**DATE OF AWARD:** June 13, 2023

**TERM:** 2 Years (January 1, 2022 to December 31, 2023)

## Issue #1 - Wages

3.75% + 1% previously  
awarded (4.75% total)

2.5% + 1% previously  
awarded (3.50% total)



**for a total of 8.25%  
over the two years**

## Issue #2 - Registered Practical Nurse (RPN) Wage Adjustment

Effective date of award, add \$2 to the preponderant maximum RPN rate in effect on the expiry of the prior agreement - \$31.18 and adjust other rates accordingly.

For further clarity, the first year maximum RPN rate at any Hospital will not be less than \$33.18 prior to the general wage increases.

The new maximum hourly rate for RPNs effective June 13, 2023 is \$35.97.



## Issue #3 - Shift Premiums

Effective date of award, June 13, 2023, increase the following shift premiums as identified below.

### Evening and Night Shift Premium

- Increase shift premium by \$1.00/hour **(88% increase)**

#### 17.06 - SHIFT PREMIUM

Employees shall be paid a shift premium of one dollar and ten cents (\$1.10) per hour for all hours worked where the majority of their scheduled hours fall between 1500 and 0700 hours.

Effective January 1, 2014 Employees shall be paid a shift premium of one dollar and twenty cents (\$1.20) **two dollars and twenty-six cents \*(\$2.26)** per hour for all hours worked where the majority of her or his scheduled hours fall between 1500 and **2300** 0700 hours.

**\*this rate includes the previously Awarded Sheehan increase**

**Employees shall be paid a night shift premium of two dollars and twenty-six cents (\$2.26) per hour for all hours worked where the majority of her or his scheduled hours fall between 2300 and 0700 hours.**

### Weekend Premium

- Increase weekend premium by \$1.50/hour **(145% increase)**

#### 17.10 - WEEKEND PREMIUM

An employee shall be paid a weekend premium of one dollar and five cents (\$1.10) **two dollars and sixty-nine point seven five (\$2.6975)** per hour 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, he/she will not receive weekend premium under this provision.

## Issue #4 - Call Back

Effective date of award, June 13, 2023, increase the call-back premium to 2X the straight time rate.

#### 17.05 - CALL BACK

(a) 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-time (2X)** and ~~one-half~~ their regular hourly earnings. Where call back is immediately prior to the commencement of their regular shift the call back pay will only apply to the point of commencement of their regular shift at the rate of time and one-half after which they shall revert back to the regular shift.

## Issue #5 - Health & Welfare Benefits

### Massage

Effective date of award, June 13, 2023, increase massage coverage to \$375 per year. **Eliminate the \$7 per visit cap, and replace with "reasonable and customary" charges.**

### Vision Care

Effective date of award, June 13, 2023, increase vision care coverage to \$450 every 24 months.

#### 22.01 - INSURED BENEFITS

(The following clause is applicable to full-time employees only, superior conditions maintained)

(b) The Hospital agrees to contribute seventy-five percent (75%) of the billed premiums towards coverage of eligible employees in the active employ of the Hospital under the amended Blue Cross Extended Health Care benefits or comparable coverage with another carrier providing for \$22.50 (single) and \$35.00 (family) deductible, providing the balance of monthly premiums are paid by the employee through payroll deductions.

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

Services of a chiropractor will be covered up to an annual maximum of \$375; and services of a licensed or registered physiotherapist.

**Effective June 13, 2023, the annual maximum for services of a licensed or registered massage therapist will be increased to \$375.00. The Employer agrees to reimburse the employee the full cost of the service per visit, subject to reasonable and customary fees, up to the annual maximum. (effectively a 346% increase)**

In addition to the standard benefits, coverage will include vision care (maximum of ~~\$450~~ \$300 every 24 months plus bi-annual eye exams) as well as a hearing aid allowance (cost of acquisition per individual every 36 months).

Existing provisions for private duty nursing services contained in present extended health care plans will be amended to reflect that this benefit is limited to a maximum of ninety (90) eight-hour shifts in any calendar year.

The Extended Health Care Plan shall be amended to provide for a prescription drug dispensing fee cap of \$9.00 per prescription.

## 2 | PREVIOUSLY AWARDED CENTRAL ITEMS

**ARBITRATOR:** Brian Sheehan

**DATE OF AWARD:** November 3, 2022

**TERM:** 2 Years (January 1, 2022 to December 31, 2023)

### **Issue # 1 – Wage Adjustment Wages**

- Effective January 1, 2022, 1% General Wage Increase
- Effective January 1, 2023, 1% General Wage Increase

### **Issue #2 – Shift & Weekend Premiums**

Effective January 1, 2022:

- Increase Evening Shift Premium by \$0.06/hour
- Increase Night Shift Premium by \$0.06/hour
- Increase Weekend Shift Premium by \$0.07/hour

Effective January 1, 2023:

Increase Weekend Shift Premium by \$0.0275/hour

### **Issue # 3 – Mental Health Assistance Services**

Effective January 1, 2023:

- **Add: Subject to superior conditions, mental health services by a Psychologist, Registered Psychotherapist or Social Worker (MSW) will be covered up to a maximum of \$800 annually.**

## **Issue #4 – Charge Nurse Premium (NEW)**

Effective January 1, 2023:

Article 17.11

**(a) Whenever a nurse is assigned overall responsibility for patient care on the unit, ward, or area, the nurse shall be paid a premium of two dollars (\$2.00) per hour in addition to her or his regular salary and applicable premium allowance.**

**(b) Before assigning a nurse to be in charge of a unit, the nurse will receive orientation to the role of the charge nurse on that unit. It is understood that such nurse may be assigned to any tour as part of the nurse's orientation program, providing such agreement is in accordance with any scheduling regulations or objectives contained in the Appendix of Local Provisions which forms part of this Collective Agreement.**

## **Issue #5 – Temporary Transfer/Responsibility Allowance:**

Effective January 1, 2023, increase Responsibility Allowance to \$1.00 per hour.

### **17.07 Responsibility Outside the Bargaining Unit**

When the Hospital temporarily assigns an employee to carry out the assigned responsibilities of a higher paying classification outside of the bargaining unit the employee shall receive an allowance of **one dollar (\$1.00)** ~~four dollars (\$4.00)~~ for each **hour** shift from the time of the assignment.

## **Issue #6 - Infectious Diseases**

### **Infectious Diseases - NEW - Article 19.05**

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

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

**(c) Hospitals will ensure adequate stocks of the N95 respirator or equivalent or better (or such other personal protective employment 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 diseases in the community served by the Hospital.**

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

**(e) The Hospital agrees to cooperate in providing necessary information and management support to enable the Joint Health and Safety Committee to fulfill its functions. In addition, the Hospital will provide the Committee with access to the Hospital's pandemic plan and related risk assessment, all accident reports, health and safety records, 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 of 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.**

## **Issue #7 - Workplace Violence – Article 19.02**

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

“Workplace violence” means:

- (a) The exercise of physical force by a person against a worker, in a workplace, that causes or could cause physical injury to the worker.
  - (b) An attempt to exercise physical force against a worker, in a workplace, that could cause physical injury to the worker, and
  - (c) A statement or behaviour that is reasonable for a worker to interpret as a threat to exercise physical force against the worker, in a workplace, that could cause physical injury to the worker.<sup>17.07</sup>
- Responsibility Outside the Bargaining Unit

The local parties will determine appropriate solutions to promote health and safety in the workplaces, **which shall include the adoption of the following mandatory provisions:**

- 1. The Hospital will ensure that the employees are properly advised in advance if they are required to interact with patients who the Hospital is aware have exhibited violent behaviour previously or who could otherwise reasonably be considered to pose a danger of exhibiting violent behaviour.**
- 2. The Hospital shall give due consideration to whether, in light of all the relevant circumstances, it is appropriate that an employee interacts with a known violent patient alone.**
- 3. The Hospital shall notify the Union without undue delay of any incident of an employee being subjected to violence at the workplace. The timing and nature of such notification may be negotiated locally by the parties.**

**In addition, the local parties will consider addressing the inclusion of the following additional remedies:**

- (a) Electronic and visual flagging.
- (b) Properly trained security who can de-escalate, immobilize and detain / restrain.
- (c) Appropriate personal alarms.
- (d) Organizational wide risk assessments assessing environment, risk from patient population, acuity, communication, and workflow and individual client assessments; and
- (e) Training in de-escalation, “break-free” and safe immobilization / detainment / restraint.

## **Issue #8 - Wage Re-opener**

Letter of Understanding re: An act to implement moderation measures in respect of compensation in Ontario's public sector.

Reopener on monetary proposals in the event that the Unions are granted an exemption, or Bill 124 is declared unconstitutional by a court of competent jurisdiction, or the Bill is otherwise amended or repealed. If the parties are unable to come to an agreement following a reopening of monetary proposals, the parties agree the board of arbitration chaired by Brian Sheehan will remain seized.

## Issue #9: Retroactivity

Retroactivity, if any, will be paid within four full pay periods of the date of ratification or award on the basis of hours paid. 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 may pay retroactivity as part of the regular pay.

The Hospital will contact former employees at their last known address on record with the Hospital, with a copy to the Union, within 30 days of the date of ratification or award to advise them of their entitlement to retroactivity.

Such employees will have a period of 60 days from the date of notice to claim such retroactivity and, if they fail to make a claim within the 60-day period, their claim will be deemed to be abandoned.

# 3 | AGREED TO CENTRAL ITEMS

\*\* Please note that Article numbers referred to in this document may need to be adjusted to suit specific workplaces.

### Agreed to:

Change male/female pronouns to gender neutral pronouns throughout the Collective Agreement through editing.

### Agreed to:

#### ARTICLE 5.01 - UNION DUES

The Hospital shall, when remitting such dues, name the employees, their work site (if the bargaining unit covers more than one (1) site) and the employee's social insurance number, **personal email address if available**, highlighting new hires, resignations, terminations, new unpaid leave of absences of greater than 1 month and returns from leaves of absence. The Hospital will endeavour to provide such information in an electronic format on a template provided by the Union.

### Agreed to:

#### ARTICLE 5.03 - EMPLOYEE LISTS

The Hospital agrees to provide the Union with employee addresses on an annual basis **in an electronic format** and endeavour to provide this information ~~in an electronic format~~ on a template provided by the Union. The Union agrees to keep the Hospital harmless from any claims against it by an employee which arise out of any deduction or information provided under this Article.

### Agreed to:

#### ARTICLE 15.02 - EDUCATION LEAVE

##### Full-Time and Part-Time

- (a) If required by the Employer, an employee shall be entitled to leave of absence with pay and without loss of seniority and benefits to write examinations to upgrade his or her employment qualifications.
- (b) A leave of absence, without pay, to take further education related to the employee's work with the Hospital may be granted upon written application by the employee to the administration of the Hospital. It is further understood and agreed that the Employer will, whenever its operational requirements permit, endeavour to arrange the shifts of employees attending courses or seminars to permit such attendance.
- (c) Where employees are required by the Hospital to take courses to upgrade or acquire new employment qualifications, the Employer shall pay the full costs associated with the courses.

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

**(e) Where the hospital requires e-learning, it will make reasonable efforts to enable hospital e-learning requirements during an employee's regular working hours. Where an employee is unable to complete required hospital e-learning during regular working hours and is required to complete hospital e-learning outside of her/his regular working hours, the hospital will identify in advance the time that will be paid at her or his regular straight time hourly rate of pay.**

### Agreed to:

#### ARTICLE 28.01 – RPN **REGULATED HEALTH** PROFESSIONAL RESPONSIBILITY

The parties agree that patient care is enhanced if concerns relating to workloads arising from patient acuity and volumes are resolved in a timely and manner using a problem solving approach.

(a) Communication between the parties shall be:

- A leave of absence, without pay, to take further education related to the employee's work with the Hospital may be granted upon written application by the employee to the administration of the Hospital. It is further understood and agreed that the Employer will, whenever its operational requirements permit, endeavour to arrange the shifts of employees attending courses or seminars to permit such attendance.
- Where employees are required by the Hospital to take courses to upgrade or acquire new employment qualifications, the Employer shall pay the full costs associated with the courses.
- Respectful &
- Focused on resolving the issue, not on the individual.

(b) In the event that the Hospital assigns a number of patients or a workload to an individual **Regulated Health Professional (RHP)** nurse or group of **RHPs** nurses such that they have reasonable grounds that they are being asked to perform more work than is consistent with proper patient care, they shall:

- At the time the workload issue occurs, discuss the issue within the unit/program to resolve the concern using current resources.
- If necessary, using established lines of communication, seek immediate assistance from an individual(s) identified by the Hospital (who could be within the bargaining unit) who has responsibility for timely resolution of workload issues.
- Failing resolution of the workload issue at the time of occurrence, the **RHP(s)** nurse(s) will complete a workload review form and discuss the issue with their Manager or designate on the next day that the Manager (or designate) and the RHP nurse are both working or within five (5) calendar days, whichever is sooner. The Manager will provide a written response to the complainant(s), with a copy to the RPN Steward/**appropriate Steward** and Union Representative **within five (5) calendar days following the meeting.**

Note: The parties will meet within 60 days following ratification to develop the workload review form which will then be appended to the collective agreement.

**(c) Upon receipt of a response from the supervisor, if the employee or group of employees in (b) above are not satisfied, the employee or group of employees may, within forty-eight (48) hours, submit a workload review form (as provided in this collective agreement) to the Chief Nursing Officer, or equivalent in the case of other RHPs, with a copy to the Union. A meeting shall be held within thirty (30) days of a request from the employee or group of employees, who may be accompanied to this meeting by a Union Representative or Steward. The Chief Nursing Officer or equivalent will respond in writing to the employee, or group of employees, with a copy to the Union if applicable, within fifteen (15) days.**

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

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

(e) Only the timelines set out above are subject to Article 8 - Grievance and Arbitration Process.

(f) The Hospital will provide access on the hospital intranet, whereby members will have the ability to access a digital version of the Workload Review Form, unless the local parties agree to a different method for access.

#### Agreed to:

#### Letter of Understanding Re: Commitment to Equity, Diversity and Inclusivity

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

The parties are committed to promoting a workplace of diversity, inclusion and where everyone feels valued. The parties are committed to a workplace that is inclusive of their diverse communities, including but not limited to Women, Racialized workers, workers with a disability, Black, Indigenous, People of Colour (BIPOC) workers, and Lesbian, Gay, Bisexual, Transgender, Queer and/or Questioning, Intersex, Asexual and/or Agender, Two- Spirited and the countless affirmative ways in which workers choose to self-identify (LGBTQIA2+).

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

To support this commitment, where a committee or other hospital forum does not already exist, the local parties will endeavour in the first year of the collective agreement to establish a committee or other hospital forum. The local parties will coordinate to integrate at least one (1) representative, and one (1) alternate, selected or appointed by the Union from amongst bargaining unit employees to join said committee. The committee will meet on a frequency as determined by the committee. The committee will discuss, research and implement strategies, initiatives, and training programs aimed at promoting equity, diversity, and inclusion in the hospital in effective and meaningful ways.

Where a committee or other hospital forum currently exists, at least one (1) representative, and one (1) alternate, from the bargaining unit will be integrated onto the committee or other hospital forum.

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