

**Mental Health Centre Penetanguishene
Draft collective**

agreement

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Draft collective agreement	1
Article 1 Purpose	6
Article 2 Recognition.....	6
Article 3 Employee Definitions	6
3.01 Definitions	6
3.02 Full Time	6
3.03 Part Time.....	6
3.04 Casual.....	7
3.05 Temporary Employee	7
Article 4 Relationship.....	8
Article 5 Management Rights.....	8
Article 6 Union Representation	9
6.01 Union Stewards.....	9
6.02 New Employee Orientation.....	10
6.03 Union Office.....	10
6.04 Bulletin Boards	10
6.05 List of Union Representatives.....	10
Article 7 Union Business Leave	10
7.01 Union Business	10
7.02 Union Position Leave Full Time	11
7.03 Local Time Off.....	11
7.04 Executive Board Member	11
7.05 Hospital Payment For Union Leave	12
Article 8 Grievance and Arbitration Procedure	12
8.04 Policy Grievance	13
8.05 Group Grievance	13
8.06 Discharge or Suspension Grievance	13
8.10 Arbitration.....	14
Article 9 Work of the Bargaining Unit	16
9.02 Student Placements (Unpaid).....	16
Article 10 Negotiating Committee	16
10.01 Pay for Local Negotiating Committee	16
Article 11 Strikes and Lockouts	17
Article 12 Check-off of Union Dues	17
Article 13 Non-Discrimination	18

Article 14	Discipline and Employee Files	18
14.01	Notification of Disciplinary Action	18
14.03	Interview and Representation.....	18
14.04	Access to Employee Files	19
Article 15	Probationary Period.....	19
Article 16	Health and Safety.....	20
16.11	Display Screens	21
16.12	Influenza Vaccine.....	21
16.13	Infectious Diseases other than contemplated in Article 16.12:	22
16.14	Violence in the Workplace.....	23
16.16	Bullying and Psychological Harassment.....	23
16.11	Safety Equipment.....	23
Article 17	Holidays – Full Time Employees	24
17.01	General Holidays	24
17.02	Compensation.....	24
17.04	Designation of a Weekend Statutory Holiday	25
17.05	Identified Religious Holidays	25
Article 18	Bereavement Leave	25
Article 19	Emergency Leave	27
19.01	Emergency Leave	27
19.02	Family Medical Leave (Compassionate Care Leave)	27
Article 20	Jury and Witness Duty.....	27
20.01	Jury and Witness Duties	27
20.02	Court of Law or Coroner’s Inquest	28
20.03	Professional College Hearing.....	28
Article 21	Maternity Leave.....	28
Article 22	Parental Leave	30
Article 23	Sick Leave/Short Term Disability (Full time Employees Only).....	31
23.06	Use Of Accumulated Credits	32
Article 24	Workplace Safety and Insurance.....	33
Article 25	Vacation	34
25.04	Vacation Schedules	34
25.05	Interrupted Vacation.....	35
25.06	Leave Credits Report.....	35
Article 26	Self Funded Leave	36
26.01	Application	36

26.06	Withdrawal Rights	37
26.07	Replacement Employees	37
26.08	Plan Year	37
26.09	Status of Replacement Employee	37
Article 27	Employee Benefits	38
27.03	Pension.....	39
27.07	Benefits Information	40
Article 28	Union-Management Committee.....	41
Article 29	Seniority and Service.....	41
29.01	Seniority List	41
29.02	Seniority Accumulation.....	42
29.03	Transfer of Seniority.....	44
29.04	Effect of Absence.....	44
29.05	Layoff and Recall Rights	44
Article 30	Employment Stability	45
30.01	Notice of layoff	45
30.02	Layoff Provisions.....	46
30.03	Notice of Recall.....	47
30.04	Separation Allowance	48
30.05	Continuation of benefits	50
30.06	Training to Prevent Layoff.....	50
Article 31	Technological Change.....	51
Article 32	Posting and Filling of Vacancies	51
32.06	Filling Posted Vacancies	52
32.07	Promotion to Higher Rated Classification.....	52
32.08	Non-Bargaining Unit Assignment	53
32.11	Temporary and Posted Vacancies	53
32.12	Development Opportunity	53
Article 33	Hours of Work and Overtime	54
33.01	Hours of Work.....	54
33.02	Rest Periods	54
33.03	Overtime	54
33.03.2	Overtime/Call Back Accumulation (full-time only)	55
33.04	Missed Meal and Rest Period Breaks	55
33.05	Days Off – Full Time Employees.....	56
33.06	Innovative/Flexible Scheduling.....	56

33.06.1	Flexible Scheduling	56
33.06.2	Job Sharing Arrangements	56
Article 34	Compensation	58
34.01	New Classifications	58
34.02	Experience Credit	59
34.03	Grid Progression - Full-Time Employees Only	59
34.04	Grid Progression - Part-Time Employees Only	59
Article 35	Premium Payments/Transportation/Meal Allowance	59
35.01	Shift Premium	59
35.02	Meal Allowance	60
35.03	Call Back Pay	60
35.04	On Call Duty (Stand-by)	60
35.05	Responsibility Pay	61
35.06	Time Off Between Shifts (Shift Schedules)	61
35.07	Change of Schedule	62
35.08	Shift exchange	62
35.09	Reporting pay	62
35.10	Personal vehicle usage	62
35.11	No Pyramiding	62
Article 36	Compressed Work Week	63
Article 37	General	65
37.01	Printing of Collective Agreement	66
37.02	Uniform allowance	66
Article 38	Modified Work	66
Article 39	Leaves of Absence	67
39.01	Leave Without Pay	67
39.02	Professional College Leave	67
39.03	Military Leave	67
39.04	Leave for Pension Trustees	67
39.03	Educational Leave	67
Article 40	Contracting Out	68
Article 41	Duration	69

Article 1 Purpose

1.01 The purpose of this Agreement is to establish and maintain collective bargaining relations between the Hospital and the employees covered by this Agreement; to provide for on-going means of communication between the Union and the Hospital and the prompt resolution of grievances and the final settlement of disputes and to establish and maintain mutually satisfactory salaries, hours of work and other conditions of employment in accordance with the provisions of this Agreement. It is recognized that employees, the Union and the Hospital wish to work together to secure the best possible care and health promotion for patients.

Article 2 Recognition

2.01 The Hospital recognizes the Union as the sole and exclusive bargaining agent for a bargaining unit consisting of all employees of the Hospital save and except managers and those above the rank of manager, persons employed in a confidential capacity in matters relating to labour relations, medical doctors, dentists, and persons for whom any other trade union held bargaining as of December 14, 2008.

Article 3 Employee Definitions

3.01 Definitions

Whenever the feminine pronoun is used in this Agreement, it includes the masculine pronoun and vice versa where the context so requires. Where the singular is used, it may also be deemed to mean plural and vice versa.

3.02 Full Time

Full-time employees are employees engaged to fill a permanent position and regularly working the normal or standard work week averaged over a biweekly pay period.

3.03 Part Time

A Part-time employee is an employee who is regularly scheduled not more than 24 hours per week and who makes a commitment to the Hospital to be available for work on a predetermined basis as required by the Hospital. Part-time (PT) employees are not guaranteed a specific number of shifts per pay period or per scheduling period. Prior to the utilization of Casual staff, Part-time employees will be given the option of being scheduled for

additional shifts over and above their normal commitment in the event of illnesses, vacations, emergencies and other periods of staff shortages.

3.04 Casual

A Casual employee is defined as an employee whose work is not normally scheduled on a predetermined basis but who may be prescheduled or called in on a relief basis only to fill in for illness, vacations, emergencies and other periods of staff shortages once it has been determined that no Part-time employees with the requisite qualifications and ability to perform the job have agreed to work the required number of shifts available. Once a Casual employee has been scheduled or called in under these provisions a Part-time employee may not displace them. Casual employees who have not made themselves available for a six-(6) month calendar period may be terminated from employment from the Hospital. All articles of this agreement that refer to Part Time employees shall also cover casual employees.

3.05 Temporary Employee

A Temporary employee is defined as an employee filling a vacancy caused by illness, accident, pregnancy/parental leaves, vacation, leaves of absences not expected to exceed greater than 12-months or specific tasks or projects of less than 12 continuous calendar months. They may be assigned either full-time or part-time hours as identified elsewhere in this Agreement.

Temporary employees regardless of hours worked will be paid the applicable wage and percentage in lieu of benefit payments as defined elsewhere in the agreement.

Temporary employees are not eligible for Layoff and Recall rights as per Article 31 (Employment stability) of this agreement but are entitled to Employment Standards Act severance and notice provisions.

Temporary employees are not eligible to apply for posted vacancies until they have completed at least six (6) months of their assignment.

The termination of a temporary employee shall not be the subject of a grievance or arbitration provided the basis for such termination is not arbitrary, discriminatory or in bad faith.

3.06 Internship Program/Initiatives

An internship program/initiative will provide each intern with structured work experiences and learning opportunities.

Internship positions shall not be subject to the job posting provisions.

The Hospital agrees to advise the Union in writing before the commencement or termination of any Internship Program/Initiatives.

Article 4 Relationship

- 4.01 The Hospital and the Union each agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practiced 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.
- 4.02 The Union further agrees that there shall not be solicitation for membership or other Union activities during working hours except as specifically permitted by this Agreement or in writing by the Hospital.
- 4.03 It is agreed that issues such as privacy and confidentiality shall be respected by all parties covered by this collective agreement.

Article 5 Management Rights

- 5.01 The Union recognizes that the management of the operations and the direction of the employees are fixed exclusively with the Hospital and shall remain solely with the Hospital and without restricting the generality of the foregoing it is the exclusive function of the Hospital to:
 - (a) maintain order, discipline, and efficiency;
 - (b) hire, assign, promote, demote, classify, transfer, direct, lay-off, recall and to suspend, discipline or discharge employees provided that a claim by an employee that they have been disciplined or discharged without just cause may be subject of a grievance and dealt with as hereinafter provided;
 - (c) establish, alter, and enforce reasonable rules and regulations to be observed by the employees; provided that such rules and regulations shall not be inconsistent with the provisions of this Agreement;
 - (d) determine all work schedules, the kind and location of equipment to be used, methods to be used, the location and number of employees required from time to time, the services to be performed, the standards of performance of all employees, work assignments, the hours of work

and all other rights and responsibilities of management not specifically modified elsewhere in this Agreement;

- (e) There shall be no verbal or written agreements with any employees, that are contrary to this Collective Agreement, without agreement with the Union.
- (f) Notwithstanding the above, the Hospital shall not exercise these rights in an arbitrary, discriminatory or bad faith manner.

Article 6 Union Representation

6.01 Union Stewards

The Hospital agrees to recognize all stewards who shall be employees who have completed their probationary period. The function of these stewards shall be to assist employees in their respective areas in the processing of any grievance which may properly arise under the provisions of this Agreement. The Union will notify the Hospital of the names of the stewards in writing before the Hospital shall be required to recognize the same.

The Hospital will further recognize that the Union has the sole right to appoint stewards as they see fit when engaged in Union business.

The Hospital will further recognize that the Union may from time to time bring an additional steward to meetings for educational and or training purposes, subject to the approval of the Hospital, which will not be unreasonably denied.

The Union recognizes and agrees that the stewards have their regular duties to perform in connection with their employment and that only such time as is necessary will be taken by the steward during working hours. The steward shall obtain the permission of the steward's supervisor before leaving work to assist any employee in investigating or presenting the employee's grievance. If in the performance of duties, a Union Steward is required to enter an area within the Hospital in which they are not ordinarily employed, the Steward shall report their presence to the supervisor in the area immediately upon entering it.

When resuming their regular duties and responsibilities, such steward shall report to their immediate supervisor. A Union Steward shall suffer no loss of earnings for time spent in performing the above duties during their regular scheduled working hours.

6.02 New Employee Orientation

All new employees will have the opportunity to meet with a representative of the Union in the employ of the Hospital for a period of up to thirty (30) minutes during the employee's probationary period, without loss of regular earnings. The purpose of such meeting will be to acquaint the employee(s) with such representative of the Union and the collective agreement. These interviews will be scheduled in advance and may be arranged collectively or individually by the Hospital.

6.03 Union Office

Office space and services shall be provided to the Union. Such accommodation shall be free of charge.

The use of the Hospital's services (such as duplicating, computer services including email) shall be made reasonably available to the Union subject to priorities determined by the Hospital in its discretion and subject to such charges for the use of such facilities and services as the Hospital incurs to provide them.

6.04 Bulletin Boards

Bulletin boards will be made available to the Union for the posting of official Union notices. Such bulletin boards shall be in areas where all employees will have access to them. All notices shall be signed by an Executive member of the Union. The notices must pertain to local Union work-related issues. The Hospital reserves the right to have the notice(s) removed.

6.05 List of Union Representatives

The Union agrees to provide and maintain an up-to-date list of all Union Representatives (including Union Stewards, Union Executive, Labour/Management Committee and Negotiating Committee) to the Coordinator of Human Resources or designate. Such list will be submitted within two (2) weeks of a change in representation, and at minimum will be resubmitted on a yearly basis.

Article 7 Union Business Leave

7.01 Union Business

The Hospital shall endeavour to grant a leave of absence without pay but

with no loss of credits for any member of the bargaining unit for the purpose of attending conferences, schools, seminars, conventions or other such activities related to the Union where the Hospital is provided with no less than fourteen (14) calendar days notice of such absence. Failure to provide such notice may result in the request being denied. If a difficulty arises with respect to the granting of any particular request, the Union may meet with the Coordinator of Human Resources to attempt to resolve any staffing difficulty that may have arisen in connection with such a request. The total number of employees who may be absent at any one time shall be determined by the operational requirements of each program/department and shall not exceed a total of five (5) from the Hospital save and except the OPSEU annual convention for which the total may be up to fourteen (14).

7.02 Union Position Leave Full Time

When an employee is elected as the Union's President or First Vice President (Provincially) the Union will, immediately following such election, advise the Hospital of the name of the employee so elected. Leave of absence shall be granted from the employee's place of employment for the duration of the current term of office. The Union shall reimburse the Hospital the amounts paid on behalf of the employee, including pay and benefits.

7.03 Local Time Off

The Hospital will grant a leave of absence with pay without loss of seniority or service for the term of this agreement to the Local Union President or designate.

The Hospital may from time to time grant an additional release for one (1) additional local officer for the purpose of assisting employees and the Union local in the administration of this agreement and the business directly pertinent thereto, if requested by the Union. The leave will be without loss of wages, benefits, seniority or service. The Union Local will reimburse the Hospital for one-hundred percent (100%) of the costs.

7.04 Executive Board Member

Where an individual of the bargaining units represented centrally by OPSEU is elected or appointed as an Executive Board Member, Executive Officer, member of the central negotiating committee, member of Mental Health Division Executive or as a Membership Development Trainee, such individual shall be granted leave of absence without pay for the time off required to exercise the duties of such appointment. The Hospital will be provided with as much notice as possible and in any event no less than

fourteen (14) calendar day's notice. Such positions shall be limited to two (2) members per Division.

7.05 Hospital Payment For Union Leave

For leaves of absence without pay for Union business under the terms of this Agreement, including unpaid leave for members of the Central Negotiating Team, the employee's salary, and applicable benefits will be maintained by the Hospital and the Union will reimburse the Hospital for the cost of salary and benefits. The Hospital will bill the Union and the Union will reimburse the Hospital within a reasonable period of time. In addition, there shall be no loss of seniority during such leaves of absence.

Article 8 Grievance and Arbitration Procedure

- 8.01 For the purposes of this Agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of the Agreement including any question as to whether a matter is arbitrable.
- 8.02 At the time formal discipline is imposed or at any stage of the grievance procedure, including the complaint stage, an employee is entitled to be represented by their employee representative. In the case of suspension or discharge, the Hospital shall notify the employee of this right in advance.
- 8.03 It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible, and it is understood that an employee has no grievance until they have first given the immediate supervisor the opportunity of adjusting the complaint. Such complaint shall be discussed with the immediate supervisor within thirty (30) days after the circumstances giving rise to it have occurred or ought reasonably to have come to the attention of the employee and failing settlement within seven (7) days, it shall then be taken up as a grievance within ten (10) days following advice of the immediate supervisor's decision in the following manner and sequence:

Step No. 1

The employee may submit a written grievance, signed by the employee, to the immediate supervisor. The grievance shall identify the nature of the grievance and the remedy sought and should identify the provisions of the Agreement which are alleged to be violated. A meeting will be held within 15 days and the immediate supervisor will deliver their decision in writing within seven (7) days following the day on which the grievance meeting was held. Failing settlement, then:

Step No. 2

Within ten (10) days following the decision in Step No. 1, the grievance may be submitted in writing to the Chief Executive Officer or designate. A meeting will then be held between the CEO or designate and the Grievor and their representative within fifteen (15) days of the submission of the grievance at Step No. 2 unless extended by agreement of the parties. It is further understood that the CEO or designate may have such counsel and assistance as they may desire at such meeting. The decision of the Hospital shall be delivered in writing within seven (7) days following the date of such meeting. Failing settlement, either party may submit the matter to arbitration within fifteen (15) days after the decision in Step No. 2 is given. If no written request for arbitration is received within such fifteen (15) day period, the grievance will be deemed to have been abandoned.

8.04 Policy Grievance

A complaint or grievance arising directly between the Hospital and the Union concerning the interpretation, application or alleged violation of the Agreement shall be originated at Step No. 2 within thirty (30) days following the circumstances giving rise to the complaint or grievance.

8.05 Group Grievance

Where a number of employees have identical grievances and each employee would be entitled to grieve separately they may present a group grievance in writing. Such employees shall be listed on the grievance form and except in exceptional circumstances shall sign the grievance form which shall be submitted at Step No. 2 thirty (30) days after the circumstances giving rise to the grievance have occurred or ought reasonably to have come to the attention of the employees. The grievance shall then be treated as being initiated at Step No. 2 and the applicable provisions of this Article shall then apply with respect to the processing of such grievance.

8.06 Discharge or Suspension Grievance

Subject to provisions respecting probationary status in article 16, a claim by an employee that they have been unjustly discharged or suspended shall be treated as a grievance if a written statement of such grievance is lodged by the employee with the Hospital at Step No. 2 within thirty (30) days after the date the discharge or suspension is effected.

The Hospital agrees to provide written reasons within seven (7) days to the affected employee in the case of discharge or suspension and further agrees that, subject to provisions respecting probationary status, it will not

suspend, discharge or otherwise discipline an employee without just cause.

- 8.07 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 employee or employees involved.
- 8.08. Where no answer is given within the time limit specified in the grievance procedure the grieving party shall be entitled to submit the grievance to the next step of the grievance procedure.
- 8.09 Any grievance initiated by Management may be referred in writing to the Local Union President or designate within ten (10) days of the occurrence of the circumstances giving rise to the grievance, and the Union shall meet within ten (10) days thereafter with a representative of Human Resources to consider the grievance. If final settlement is not completed within ten (10) days of such meeting, the grievance may be referred, by either party, to an Arbitrator.

8.10 Arbitration

- (a) Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either of the parties may, after exhausting any grievance procedure established by the Collective Agreement, notify the other party in writing of its desire to submit the difference or allegation to arbitration and the Notice shall contain the names of three (3) persons selected by the first party as being appropriate to act as the Sole Arbitrator herein.

Within ten (10) days thereafter the recipient of the Notice shall inform the first party as to whether or not any of the three (3) names submitted by the first party are acceptable to it as Sole Arbitrator, and in the event that the recipient of the notice is not able to accept any of the three (3) names so put forward it shall name three (3) persons deemed appropriate by it to act as Sole Arbitrator herein. Within ten (10) days after such suggestions are received from the recipient of such notice, and in the event that none of the six (6) names so put forward are acceptable to both parties to act as Sole Arbitrator, the parties jointly agree to request the appropriate government agency for the Province of Ontario to appoint a Sole Arbitrator to hear such grievance.

- (b) Where a difference arises between the parties relating to the

interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, and the parties agree in writing to submit the matter to a Board of Arbitration, rather than an Arbitrator, the party moving the matter to arbitration shall make such request in writing addressed to the other party to this Agreement, and at the same time name a nominee. Within seven (7) days thereafter the other party shall name a nominee, provided however, that if such party fails to name a nominee as herein required, the Minister of Labour for the Province of Ontario shall have power to effect such appointment upon application thereto by the party invoking the arbitration procedure. The two nominees shall attempt to select by agreement a chairperson of the Arbitration Board. If they are unable to agree upon such a chairperson within a period of fourteen (14) calendar days, they shall then request the Minister of Labour for the Province of Ontario to appoint a chairperson.

- 8.11 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 8.12 No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the Grievance Procedure.
- 8.13 The Arbitrator shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to or amend any part of this Agreement.
- 8.14 The proceedings of the Arbitrator will be expedited by the parties hereto and the decision of the majority and where there is no majority the decision of the chairperson will be final and binding upon the parties hereto and the employee or employees concerned.
- 8.15 Each of the parties hereto will bear the expense of the nominee appointed by it and the parties will share equally the fees and expenses, if any, of the chairperson of the Arbitration Board.
- 8.16 Wherever Arbitrator is referred to in the Agreement, the parties may mutually agree in writing to substitute an Arbitration Board for the Arbitrator at the time of reference to arbitration and the other provisions referring to the Arbitrator shall appropriately apply, with the modifications noted in Article 8.10(b).
- 8.17 The time limits set out in the Grievance and Arbitration Procedures herein are mandatory and failure to comply strictly with such time limits, except by the written agreement of the parties shall result in the grievance being deemed to have been abandoned, subject only to the provisions of

Section 48 (16) of the Labour Relations Act, as amended.

- 8.18 In Article 8, “days” shall include all days exclusive of Saturdays, Sundays and designated holidays.
- 8.19 The parties agree that principles of full disclosures of issues in dispute as alleged by a grievance advanced by the Union on behalf of a member or members or the Union itself and full disclosure of facts relied upon by management in a decision that is subject to a grievance are key elements in amicable and expeditious dispute resolution processes.
- 8.20 The parties agree that at the earliest stage of the grievance procedure, either party upon request is entitled to receive from the other, full disclosure on a without prejudice basis to each other, with the purpose of providing both parties with the opportunity to understand the grievance and to prepare for the meeting(s).
- 8.21 An employee who has a grievance and is required to attend meetings at the complaint stage, Step One and Two of the grievance procedure shall be given time off with no loss of pay and with no loss of credits to attend such meetings.
- 8.22. Article 8.21 shall also apply to the Union steward who is authorized to represent the grievor at the complaint stage, Step One and Step Two of the grievance procedure.

Article 9 Work of the Bargaining Unit

- 9.01 Any employee excluded from the bargaining unit shall not perform duties normally performed by employees in the bargaining unit which shall directly cause or result in lay-off to employees in the bargaining unit.

9.02 Student Placements (Unpaid)

The parties support the principle of student placements and the Employer agrees to inform the Union of any such placements.

Article 10 Negotiating Committee

10.01 Pay for Local Negotiating Committee

The Hospital agrees to recognize a negotiating committee comprised of seven (7) members to be elected or appointed from within the bargaining unit. Where the parties participate in central bargaining, the purpose of the

negotiating committee shall be to negotiate local issues as defined by the central bargaining process. Where the parties do not participate in central bargaining, the purpose of this negotiating committee shall be to negotiate a renewal of this Collective Agreement. The Hospital agrees that the members of the negotiating committee shall suffer no loss of earnings and credits for time spent during their regularly scheduled working hours in attending negotiation meetings with the Hospital up to, and including conciliation.

- 10.02 The Union may at its discretion require a reasonable number of members, at any one time, to be granted a leave of absence without pay but with no loss of credits and seniority for the purpose of assisting the Union in advising and educating the members with respect to the collective bargaining process.
- 10.03 Nothing in this provision is intended to preclude the Union negotiating committee from having the assistance of any representatives of OPSEU when negotiating with the Hospital.
- 10.04 The Hospital will adjust the scheduled shifts of workers on the bargaining team to coincide with scheduled dates during the bargaining process.

Article 11 Strikes and Lockouts

- 11.01 The Union agrees there shall be no strikes and the Hospital agrees that there shall be no lock-outs so long as this agreement continues to operate. The terms "strike" and "lock-out" shall bear the meaning given them in the Ontario Labour Relations Act.

Article 12 Check-off of Union Dues

- 12.01 The Hospital shall deduct from each bi-weekly pay of each bargaining unit employee from the first day of employment, an amount equivalent to such Union dues as the Union advises the Hospital. In addition, the Hospital shall deduct Union dues from any retroactive wage payments made to the employees. The Hospital agrees that it will remit the total amount of such deductions to the Supervisor of Accounting Department of the Union, no later than the 15th day of each month following the month that deductions were made.
- 12.02 The monthly dues deduction list is to be copied to the Local President at the same time that it is forwarded to the Union's Director of Finance.
- 12.03 The Union will advise the Hospital in writing of the amount of its regular

dues. The amount specified shall continue to be deducted until changed by further written notice to the Hospital.

12.04 The Union agrees to save the Hospital harmless and to indemnify the Hospital with respect to any claim made against the Hospital by any employee or group of employees arising out of the deduction of union dues as herein provided.

12.05 The Hospital agrees to print the amount of total dues deduction paid by each employee for the previous year on the individual's Income Tax T4 form.

Article 13 Non-Discrimination

13.01 It is agreed that there will be no discrimination by either party to this Agreement or by any of the employees covered by this Agreement against any employee because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, marital status, family status, or disability, as defined in section 10(1) of the *Ontario Human Rights Code (OHRC)*.

Article 14 Discipline and Employee Files

14.01 Notification of Disciplinary Action

The Hospital agrees to provide copies of formal discipline letters to the Local President.

14.02 Any letter of reprimand, suspension or other sanction will be removed from the record of an employee eighteen (18) months following the receipt of such letter, suspension or other sanction provided that such employee's record has been discipline-free during that time.

NOTE: Parties agreed that effective date of ratification, eighteen (18) months applies to existing letters on file.

14.03 Interview and Representation

Prior to any interview which might be the basis of disciplinary action, the employee will be informed of the purpose of the interview and their entitlement to have a Union Representative. Reasonable notice where possible, as to the time and place of the interview will be provided to the employee. The Hospital shall endeavour to adjust the employee's schedule to facilitate attendance during working hours. At the interview,

the employee and the Union representative may make representations and ask questions concerning the events and circumstances.

14.04 Access to Employee Files

Upon written request of an employee, each employee shall have reasonable access to their Human Resource and Employee Health file. Such review shall take place in the presence of the Hospital or employee health staff. A copy of any portion or the complete document will be provided to the employee on request. An employee has the right to request the removal of any information that is not relevant to the terms of employment and/ or health record.

Article 15 Probationary Period

- 15.01 Newly hired employees shall be considered to be on probation for a period of one hundred and twenty (120) days worked from date of last hire (900 hours of work for employees whose regular hours of work are other than the standard work day). If retained after the probationary period, the employee shall be credited with seniority from date of last hire. With the written consent of the Hospital, the probationary employee and the President of the Local Union or designate, such probationary period may be extended.
- 15.02 It is understood and agreed that any extension to the probationary period will not exceed an additional sixty (60) days (450 hours of work for employees whose regular hours of work are other than the standard work day) worked or such lesser period as may be agreed by the parties.
- 15.03 The Hospital shall have the right to release a probationary employee for reasons based on performance and the ability to do the job, including skills, suitability and availability. The release of a probationary employee shall be at the discretion of the Hospital and shall not be subject to the grievance procedure unless the probationary employee is released for reasons which are arbitrary, discriminatory or in bad faith.
- 15.04 The Hospital agrees to provide written reasons for the termination of a probationary employee within seven (7) days of such termination.
- 15.05(a) An employee who transfers from casual or part-time to full-time status shall not be required to serve a probationary period where such employee has previously completed one since their date of last hire. Where no such probationary period has been served, the number of hours worked during the nine months immediately preceding the transfer shall be credited towards the probationary

period.

- (b) An employee who transfers from casual or full-time to part-time status shall not be required to serve a probationary period where such employee has previously completed one since their date of last hire. Where no such probationary period has been served, the number of hours worked during the nine (9) months immediately preceding the transfer shall be credited towards the probationary period.

Article 16 Health and Safety

16.01 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 Hospital shall provide orientation and training in health and safety to new and current employees, and employees shall attend required health and safety training sessions.

The Employer will ensure that there are two (2) OPSEU members certified, as described in the Occupational Health and Safety Act R.S.O. 1990, as amended up to and including 1998. Such member on the committee will be selected or appointed by the Union. Such member shall not lose regular pay because of necessary absence from work due to participation in such course. The Hospital shall pay the full cost of such course in advance.

16.02 Recognizing its responsibilities under the applicable legislation, the Hospital agrees to accept as a member of its Joint Health and Safety Committee, at least five (5) representatives selected or appointed by the Union from amongst bargaining unit employees for the purposes of quorum.

16.03 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.

16.04 It is understood that consultation on issues of mutual concern will occur between the Joint Health and Safety Committee and Infection Control.

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

16.06 Meetings shall be held as per the Terms of Reference as amended from time to time. The Committee shall maintain minutes of all meetings and make the same available for review as per the Occupational Health and Safety Act.

16.07 Time off for representative(s) to attend meetings of the Joint Health and Safety committee in accordance with the foregoing, shall be granted.

A member of a committee is entitled to:

- a) one (1) 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; and
- c) such time as is necessary to carry out inspections and investigations contemplated under subsection 9(26), 9(27), and 9(31) of the Occupational Health and Safety Act R.S.O. 1990 as amended up to and including 1998.

A member of a committee shall be deemed to be at work during the times described above and the Hospital shall pay the member for those times at the member's regular or premium rate as may be proper.

16.09 At committee meetings the Hospital shall provide the committee with a summary of all lost-time claims, health care claims, occupational disease claims, reports on accidents and critical or fatal injuries. In addition, all relevant government directives and orders shall be provided to the committee. The committee shall review this information and propose methods of reducing the number of injuries or accidents.

16.10 The Union agrees to fully support the Hospital in promoting safety rules and practices. Additionally, the Union will encourage its members in the observation of all safety rules and practices.

16.11 Display Screens

After each hour of continuous operation of a display screen, a display screen operator shall be relieved of such duties for a period of five (5) minutes in which they will perform other job related duties.

16.12 Influenza Vaccine

The parties agree that influenza vaccinations may be beneficial for patients and employees. Upon a recommendation pertaining to a facility or a specifically designated area(s) thereof from the Medical Officer of

Health or in compliance with applicable provincial legislation, the following rules will apply:

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

16.13 Infectious Diseases other than what is contemplated in Article 16.12:

- a) Where the Hospital identifies an exposure/ outbreak and where employees are in contact with infectious and communicable diseases, testing and protective medications and treatment shall be provided at no cost to the employee, if available. The Hospital will cover costs not covered under the Hospital benefit plans or

Provincial Plans.

- b) Where an employee is directed to remain at home due to quarantine conditions as defined by the Provincial Medical Officer of Health and/or the Regional Public Health Authority, there shall be no deduction of sick credits and no interruption of pay, benefits, credits.

16.14 Violence in the Workplace

In consultation with the Union, based on the recommendations of the site specific JOHSC, the Hospital will:

- a. conduct risk assessments, as necessary;
- b. establish a violence prevention policy;
- c. establish work practices and procedures to eliminate or minimize violence;
- d. establish procedures for reporting, investigating and recording of incidents of violence; and
- e. provide information and training to employees on the recognition of potentially violent situations and diffusion of violent situations.

- 16.15 The Hospital shall endeavour to take all reasonable measures to protect employees from violence at work.

16.16 Bullying and Psychological Harassment

The Hospital and the Union agree that bullying and psychological harassment constitutes inappropriate behaviour in the workplace. The Hospital and the Union agree to co-operate to the fullest extent possible to ensure the workplace is free from bullying and psychological harassment. The Hospital agrees to develop policies and procedures in conjunction with the Joint Health and Safety Committee that support this commitment.

16.11 Safety Equipment

The Hospital shall provide, where required, appropriate safety equipment, protective clothing, and training in the use of such equipment or clothing. Employees shall use all safety equipment and protective clothing provided and shall participate in any related training programs.

Where safety footwear is required, the Safety footwear allowance shall be seventy-five (\$75) dollars for shoes or one hundred (\$100) dollars for boots paid once a year in November.

Article 17 Holidays – Full Time Employees

17.01 General Holidays

The days to be designated as holidays each year during the term of this Agreement shall be the following:

New Year's Day,
Good Friday,
Victoria Day,
Civic Holiday,
Thanksgiving Day,
Christmas Day,

Family Day,
Easter Monday,
July 1st,
Labour Day,
Remembrance Day,
Boxing Day.

For the purposes of clarity, holiday pay will be computed on the basis of the employee's regular straight time hourly rate of pay times the employee's normal daily hours of work.

Employees shall qualify for holiday pay provided they have worked their last scheduled work day or shift immediately prior to the holiday and their first scheduled work day or shift immediately after the holiday unless they have been excused from doing so by the Hospital, or in cases of absence due to illness or accident, confirmed by a medical certificate if requested.

17.02 Compensation

A holiday shall be compensated as set out below:

- a) If a holiday falls on an employee's regularly scheduled day off, then they shall receive a day in lieu. Such lieu day must be taken at a mutually agreeable time prior to March 31st of the following year. If not used by this date, it shall be paid out at the rate it was accumulated.
- b) An employee scheduled to work on any of the foregoing holidays shall be paid at the rate of time and one-half (1½) the employee's regular straight time hourly rate of pay for all hours worked on such holiday. In addition the employee will receive a lieu day off with pay. Such lieu day must be taken at a mutually agreeable time prior to March 31st of the following year. If not used by this date, it shall be paid out at the rate it was accumulated.

NOTE: For the purposes of compensation in (a) and (b) above, employees on compressed work week agreements shall be entitled to twelve (12) lieu days off to consist of seven and one-half (7.5) hours each.

- c) Where an employee is required to work overtime on such a shift they shall be paid at the rate of two (2) times their regular straight time hourly rate for the overtime hours.

17.03 An employee who qualifies to receive pay for any holiday or a lieu day will not be entitled, in the event of illness, to receive sick pay in addition to holiday pay or a lieu day in respect of the same day.

17.04 Designation of a Weekend Statutory Holiday

Should a holiday fall on a Saturday or Sunday, the Monday following this holiday or, in some cases the previous Friday as determined by the Hospital will be recognized as the holiday. In regard to the foregoing, this determination shall be done not later than January 6 of each year. Only those employees who work on the actual holiday (as opposed to the designated day) will receive the applicable premium payment and/or lieu days.

17.05 Identified Religious Holidays

Employees who celebrate identified religious holidays other than those listed above, are entitled to choose from the following:

- a) An unpaid personal leave; or
- b) Use accrued vacation time or lieu time

Such time shall be subject to the normal approval processes.

17.06 Part time Employees

A part-time employee shall be paid at the rate of time and one-half (1 ½) the employee's regular straight time hourly rate of pay for all hours worked on such holiday. Where the part-time employee is required to work overtime on such a shift, they shall be paid at the rate of two (2) times their regular straight time hourly rate for the overtime hours.

Article 18 Bereavement Leave

18.01 Any employee who notifies the Hospital as soon as possible following a bereavement will be granted bereavement leave for four (4) consecutive scheduled working days off without loss of regular pay from regularly scheduled hours within the nine (9) calendar day period commencing four (4) calendar days prior to the day of the funeral for a spouse, common-law spouse or partner including a same sex spouse/partner; parents (including step-parents), and children and step-children.

18.02 Any employee who notifies the Hospital as soon as possible following a

bereavement will be granted bereavement leave for three (3) consecutive scheduled working days off without loss of regular pay from regularly scheduled hours within the seven (7) calendar day period commencing three (3) calendar days prior to the day of the funeral of a member of their other immediate family.

Immediate family, for the purposes of this Section, shall mean siblings (including brother or sister in-law); spouse/partner's parents; grandparents (including step-grandparents); grandchildren (including step-grandchildren); children's spouse; ward; guardian.

- 18.03 An employee shall be granted one (1) day bereavement leave without loss of regular earnings to attend the funeral, of, or a memorial service (or equivalent) for their aunt, uncle, niece or nephew.
- 18.04 If a burial or memorial service is not held within the seven (7) or nine (9) calendar day period referenced above, an employee can utilize one (1) day of their entitlement, as determined above, within six (6) months following the date of bereavement for the purposes of attending such burial or memorial service.
- 18.05 A part-time employee shall receive credit for their seniority and service for such leave. For clarity, such credit shall only apply to bereavement leave with pay.
- 18.06 The Hospital, in its discretion, may extend such leave with or without pay. Furthermore, where an employee does not qualify under the above-noted conditions, the Employer may, nonetheless, grant a paid bereavement leave.
- 18.07 If during a period of vacation an employee is bereaved in circumstances under which the employee would have been eligible for leave under this article the employee shall be granted leave and their vacation credits shall be restored.
- 18.08 In addition to the foregoing, an employee shall be allowed up to two (2) days' leave of absence without pay to attend the funeral of a relative listed in Articles 18.01 and 18.02 above if the location of the funeral is greater than eight hundred kilometers (800 km) from the employee's residence.

Article 19 Emergency Leave

19.01 Emergency Leave

Employees shall be entitled to up to ten (10) days per year Emergency Leave pursuant to the provisions of the Employment Standards Act 2000.

19.02 Family Medical Leave (Compassionate Care Leave)

Family Medical Leave (Compassionate Care Leave) shall be granted without pay for a period of up to eight (8) weeks in accordance with the Employment Standards Act 2000.

Article 20 Jury and Witness Duty

20.01 Jury and Witness Duties

An employee required to serve on jury duty or as a witness in a case in which the employee has been given a subpoena to attend a court proceeding in which the Crown is a party, shall not lose regular pay because of necessary absence from work due to such attendance, shall not be required to work on the day of such duty and shall not be required to work the night shift immediately prior to such attendance. The Hospital shall not unreasonably deny any necessary schedule changes to accommodate such duty. The employee shall not be required to work extra hours as a result of such duty or accommodations made to allow attendance at such duty. Employee attendance for jury or witness duty shall be treated as a work day for the employee, provided that the employee:

- i) Informs the Hospital immediately upon being notified that the employee will be required for such attendance.
- ii) Presents proof of service requiring the employee's attendance, and promptly repays the Hospital the amount (other than expenses) paid to the employee for such service as a juror or for attendance as such witness where any monetary compensation is provided for attendance.

20.02 Court of Law or Coroner's Inquest

(applicable to full-time employees)

In addition to the foregoing, where an employee is required by subpoena to attend a Court of Law or Coroner's Inquest in connection with a case arising from the employee's duties at the Hospital, on their regularly scheduled day off or during their regularly scheduled vacation, the Hospital will attempt to reschedule the employee's regular day off or vacation period, it being understood that any rescheduling shall not result in the payment of any premium pay. If the Hospital fails to reschedule such employees, the Hospital shall arrange lieu time off work for all days the employees would otherwise be off work had it not been for the attendance at Court or the Coroner's Inquest.

(applicable to part-time employees)

In addition to the foregoing, where a part-time employee is required by subpoena to attend a Court of Law or Coroner's Inquest, in connection with a case arising from the employee's duties at the Hospital, on their regularly scheduled day off, they shall receive regular pay as if they had been scheduled to work the day.

20.03 Professional College Hearing

Where an employee is required by subpoena or as a witness to attend a Professional College hearing, with proof of attendance provided to the Hospital, as requested, in connection with a case arising from the employee's duties at the Hospital, on their regularly scheduled day off or during their regularly scheduled vacation, the Hospital will attempt to reschedule the employee's regular day off or vacation period, it being understood that any rescheduling shall not result in the payment of any premium pay.

Article 21 Maternity Leave

21.01 The Hospital shall grant leave of absence without pay to a pregnant employee who has been employed at least thirteen (13) weeks.

The leave of absence shall be in accordance with the provisions of the *Employment Standards Act 2000*.

Vacation credits, seniority and service shall continue to accrue during the pregnancy leave.

21.02 An employee entitled to pregnancy leave under this article, who provides

the Hospital with proof that she is in receipt of employment insurance pursuant to the *Employment Insurance Act, (Canada)* shall be paid an allowance in accordance with the Supplementary Unemployment Benefit Plan.

In respect of the period of pregnancy leave, payments made according to the Supplementary Unemployment Benefit Plan will consist of the following:

(i) for the first two (2) weeks, payments equivalent to ninety-three percent (93%) of her normal weekly earnings, which she was receiving on the last day worked prior to the commencement of the pregnancy leave, but which shall also include her progression on the wage grid and any negotiated or amended wage rates for her classification as they are implemented. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours.

and

(ii) up to a maximum of fifteen (15) additional weeks, payments equivalent to the difference between the sum of the weekly *EI* benefits the employee is eligible to receive and any other earnings received by the employee, and ninety-three percent (93%) of her normal weekly earnings, which she was receiving on the last day worked prior to the commencement of the pregnancy leave, but which shall also include her progression on the wage grid and any negotiated or amended wage rates for her classification as they are implemented. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours.

A full-time employee on pregnancy leave shall have her benefits coverage continued unless the employee elects in writing not to do so.

21.03 An employee on pregnancy leave is entitled, upon application in writing at least two (2) weeks prior to the expiry of the leave, to a leave of absence without pay but with accumulation of credits for not more than thirty-five (35) weeks. This leave shall be in accordance with the provisions of parental leave granted under Article 22 (Parental Leave). Employees who choose to take Parental Leave must begin their leave as soon as their maternity leave is over.

21.04 An employee returning from Maternity Leave will return to her position unless it no longer exists. In such a case the employee will be given a comparable job, if possible, or the layoff provisions will apply.

21.05 The pregnancy leave of a person who is not entitled to take parental leave ends on the later of the day that is seventeen (17) weeks after the

pregnancy leave began or the day that is six (6) weeks after the birth, still birth or miscarriage of the child unless the employee chooses to end the leave earlier and submits a certificate from a legally qualified medical practitioner.

Article 22 Parental Leave

22.01 The Hospital shall grant a parental leave of absence without pay to an employee who has been employed at least thirteen (13) weeks.

Vacation credits, seniority and service continue to accrue during the parental leave.

22.02 Parental leave may begin,

- (i) no earlier than the day the child is born or comes into the custody, care and control of the parent for the first time; and
- (ii) no later than fifty-two (52) weeks after the day the child is born or comes into the custody, care and control of the parent for the first time;
- (iii) the parental leave of an employee who takes pregnancy leave must begin when the pregnancy leave ends unless the child has not yet come into the custody, care and control of a parent for the first time. Parental leave shall end thirty-five (35) weeks after it begins for an employee who takes pregnancy leave and thirty-seven (37) weeks after it begins for an employee who did not take pregnancy leave, or on an earlier day if the person gives the Hospital at least four (4) weeks' written notice of that day.

22.03 An employee who is entitled to parental leave and who provides the Hospital with proof that they are in receipt of employment insurance benefits pursuant to the *Employment Insurance Act, (Canada)* shall be paid an allowance in accordance with the Supplementary Unemployment Benefit Plan.

In respect of the period of parental leave, payments made according to the Supplementary Unemployment Benefit Plan will consist of the following:

- (i) where an employee elects to serve the two (2) week waiting period under the *Employment Insurance Act, (Canada)* before receiving benefits under that Act, for the first two (2) weeks, payments equivalent to ninety-three percent (93%) of the employee's normal weekly earnings, which the employee was receiving on the last day worked prior to the commencement of the leave, which shall also include their progression on the wage grid and any negotiated or amended wage rates for the

employee's classification as they are implemented. The employee's regular weekly earnings shall be determined by multiplying their regular hourly rate on their last day worked prior to the commencement of the leave times their normal weekly hours.

- (ii) up to a maximum of twelve(12) additional weeks, payments equivalent to the difference between the sum of the weekly EI benefits the employee is eligible to receive and any other earnings received by the employee, and ninety-three percent (93%) of the employee's normal weekly earnings, which the employee was receiving on the last day worked prior to the commencement of the leave, which shall also include their progression on the wage grid and any negotiated or amended wage rates for the employee's classification as they are implemented. The employee's regular weekly earnings shall be determined by multiplying their regular hourly rate on their last day worked prior to the commencement of the leave times their normal weekly hours.

The Supplementary Unemployment Benefit shall be based on the salary the employee was receiving on the last day worked prior to the commencement of the leave, including any retroactive salary adjustment to which the employee may have been entitled during the leave.

A full-time employee on parental leave shall have their benefits coverage continued unless the employee elects in writing not to do so.

- 22.04 Except for an employee to whom Article 21.05 (Pregnancy Leave) applies, an employee on parental leave is entitled, upon application in writing at least two (2) weeks prior to the expiry of the leave, to a further consecutive leave of absence without pay but with accumulation of credits for not more than six (6) weeks.
- 22.05 An employee returning from a parental leave of absence shall be assigned to the position they most recently held, if it still exists, or to a comparable position, if it does not, and continue to be paid at the step in the salary range that the employee would have attained had they worked during the leave of absence.

Article 23 Sick Leave/Short Term Disability (Full time Employees Only)

Article 23.01 to 23.09 apply to FT only; Article 23.10 applies to FT and PT

- 23.01 Subject to Article 23.2, an employee who is unable to attend to their duties due to sickness or injury is entitled to a leave of absence with pay as follows:
 - (a) with one hundred percent (100%) of regular salary for the first six

- (6) working days of absence,
- (b) with seventy-five percent (75%) of regular salary for an additional one hundred and twenty-four (124) working days of absence, (for employees whose regular hours of work are other than the standard work day, the short-term sick leave plan will provide payment for the number of hours of absence according to the scheduled shift to a total of 697.5 hours.)

in each calendar year, which do not accumulate or carry over to subsequent calendar years.

23.02 An employee is not entitled to a leave of absence with pay under Article 23.1 until they have completed a period of twenty (20) consecutive working days of employment.

23.03 Where an employee is on a sick leave of absence which commences in one (1) calendar year and continues into the following calendar year, they are not entitled to leave of absence with pay under Article 23.1 for more than one hundred and thirty (130) working days in the two (2) calendar years combined, unless the employee has returned to work for a period of twenty (20) consecutive working days prior to being entitled to further leave in accordance with Article 23.1.

23.04 An employee who has been on a leave of absence with pay for one hundred and thirty (130) working days in a calendar year under Article 24.1 must complete a period of twenty (20) consecutive working days before they are entitled to further leave under Article 23.1 in the next calendar year.

23.05 The pay of an employee under this Article is subject to deductions for insurance coverage as set out in Article 27.01 and pension contributions that would be made from regular pay if the employee was actively at work. The Employer-paid portion of all payments and premiums will continue to be made.

23.06 Use Of Accumulated Credits

An employee on a leave of absence under Article 23.1(b) may, at their option, have one-quarter ($\frac{1}{4}$) of a day deducted from their accumulated credits (vacation or overtime credits) for each such day of absence and receive one hundred percent (100%) regular pay during the leave of absence.

23.07 Employees returning from Long Term Income Protection Plan leave to resume employment with the Hospital must complete a period of twenty (20) consecutive working days of employment to qualify for benefits under the Short Term Sick Leave Plan.

- 23.08 For the purposes of this article, a period of twenty (20) consecutive working days of employment shall not include vacation leave of absence or any leaves of absence without pay. Where an employee is unable to attend to their duties due to sickness or injury, the days worked before and after such absence shall not be considered consecutive.
- 23.09 For employees whose regular hours of work are other than the standard work day, the Short-term Sick Leave Plan will provide payment for the number of hours of absence according to the established schedule to a total of 975 hours. All other provisions of the Plan shall apply with the necessary changes.
- 23.10 After five (5) days' absence caused by sickness, no leave of absence shall be allowed unless a certificate from a legally qualified medical practitioner is forwarded to the Hospital's designated practitioner (an "example" of which is attached to the collective agreement). Notwithstanding this provision, where it is suspected that there may be an abuse of sick leave, the employee's manager may require an employee to submit a medical certificate for a period of absence of less than five (5) days. Any such certificate requested by the Hospital, shall be paid by the Hospital. It is agreed and understood that completion of the form is not a guarantee of sick benefits.

Article 24 Workplace Safety and Insurance

- 24.01 An employee who is absent from work as a result of an illness or injury sustained at work and who has been awaiting approval of a claim for Worker's Compensation for a period longer than one complete pay period may apply to the Hospital for payment equivalent to the lesser of the benefit the employee would receive from Workers' Compensation if the employee's claim was approved, or the benefit to which the employee would be entitled under the short term sick plan (Article 23). An employee shall be allowed to top up to 100% of salary by using available vacation or lieu credits upon request.
- 24.02 Payment by the Hospital will be provided only if the employee's absence is approved pursuant to Article 23 and the employee provides a written undertaking satisfactory to the Hospital that any payments will be refunded to the Hospital following final determination of the claim by The Workers' Compensation Board.
- 24.03 If the claim for Workers' Compensation is not approved, the monies paid to the employee as per article 24.01 will be applied towards the benefits to which the employee would be entitled under the short term sick plan.

Article 25 Vacation

Note: Articles 25.01 to 25.06 apply to full-time only; Article 25.07 applies to part-time only.

25.01 Employees shall be entitled to vacation as follows:

All employees who have completed less than one (1) year of continuous service shall be entitled to a vacation on the basis of 1.25 days per month for each completed month of service with pay in the amount of six per cent (6%) of gross earnings.

All employees shall receive three (3) weeks vacation after one (1) year of continuous service, and four (4) weeks vacation after six (6) years of continuous service.

All employees shall receive five (5) weeks vacation after fifteen (15) years of continuous service.

All employees shall receive six (6) weeks vacation after twenty-four (24) years of continuous service.

Vacation entitlement is added to the employee's bank with each pay (normally 1/26th of the yearly total), based on the vacation entitlement. Employees may request paid vacation up to their total vacation entitlement of the current year.

25.02 Employees may accumulate vacation to a maximum of twice their annual allowance but must reduce the accumulation to a maximum of one (1) year allowance by December 31 of each calendar year, or the excess allowance will be paid as of December 31.

25.03 If, for any reason, employment is terminated and vacation taken exceeds accrued vacation, the overpayment is to be repaid by the employee to the Hospital. Unused vacation credits will be paid out to the employee.

25.04 Vacation Schedules

- a) The Hospital will endeavour to accommodate the employee in scheduling vacations in accordance with specific periods requested. However, where the granting of all such requests would prejudice the efficient operation of the department, seniority will prevail in determining the time a specific employee's vacation is scheduled.

- b) Vacations may be taken at any time of the year between January 1 and December 31 inclusive. The vacation application schedule shall be posted by February 1 and completed by March 1 of each year. The final vacation schedule shall be posted by April 1 each year and once posted; changes may only be effected with the Hospital's agreement.
- c) Vacation requests submitted after the vacation application period will be granted on a first come first serve basis once the vacation schedule has been posted and subject to the efficient operation of the department.
- d) In the interests of equity, an employee may not utilize more than two (2) consecutive weeks of accumulated vacation credits during prime vacation time if it limits access to another employee during this time. This will not preclude the Hospital from scheduling more than two (2) weeks where possible Prime time shall be defined as; March Break, June 15 – September 15, and the Christmas week.

25.05 Interrupted Vacation

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

Where an employee's scheduled vacation is interrupted due to serious illness requiring the employee to be an in-patient in a hospital, the period of such hospitalization shall be considered sick leave.

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

25.06 Leave Credits Report

As soon as practicable after January 1st, the Hospital shall provide to employees the number of vacation credits to which the employee is entitled. Vacation accruals shall be provided on each e-pay statement.

- 25.07 All regular part-time employees shall be entitled to vacation pay based upon the applicable percentage provided in accordance with the vacation entitlement of full-time employees of their gross salary for work performed in the preceding year.

Equivalent years of service shall be used to determine vacation pay entitlement. Equivalent years of service shall be calculated on the basis of one (1) year of service for each 1950 hours worked.

Notwithstanding this provision, the calculation of service for purposes of vacation entitlement will include service accrued during a pregnancy leave or parental leave on the basis of seniority accrual during such leaves in accordance with Article 30.03 (a) (ii) of the agreement

Article 26 Self Funded Leave

26.01 Application

Eligible employees must make written application to the Administrative Director, with a copy to the Director of Human Resources, at least six (6) months prior to the intended commencement date of the salary deferral portion of the Self Funded Leave Plan. Such application will outline the reason the leave is being requested.

As between two (2) or more candidates, from the same department, with the same intended purpose, seniority shall govern. The employee will be informed of the disposition of their application as soon as is reasonably possible after the closing date for applications.

On return from leave, a participant will be assigned to their former position and shall be paid at the step in the salary range that the employee had attained when the leave commenced, unless it no longer exists. In such a case the employee will be given a comparable job, if possible, or the layoff provisions will be applied.

26.02 Only one (1) employee may be accepted into the Self Funded Leave Plan in any one plan year from one department. Where there are more applications than spaces allotted, seniority shall govern.

26.03 An employee may apply to participate in the Self-Funded Leave plan as permitted under the Income Tax Act (Canada) in order to defer pre-tax salary dollars to fund a leave of absence. The deferral portion of the plan shall involve an employee spreading four (4) years salary over a five (5) year period, or such other schedule as may be mutually agreed between the employee and the Hospital. In the case of the four (4) year's salary over a five (5) year schedule, during the four (4) years of salary deferral, 20% of the employee's gross annual earnings will be deducted and held for the employee. Such deferred salary will not be accessible to the employee until the year of the leave or upon the collapse of the plan. In the case of another mutually agreed upon deferral schedule, the percentage of salary deferred shall be adjusted appropriately.

26.04 The funds being deferred will be held in a trust account with a financial institution the Hospital selects, with interest being paid annually. The funds

will be paid out to the employee on a monthly or lump sum basis during the leave of absence.

26.05 During the leave the employee's insured benefits will be continued where the employee continues to pay for their portion.

26.06 Withdrawal Rights

- i) A participant may withdraw from the plan at any time up to a date three (3) months prior to the commencement of the leave. Deferred salary and accrued interest will be returned to the participant within a reasonable period of time.
- ii) **On Leaving Employment**
If a participant resigns, or is terminated, prior to the commencement of the leave, deferred salary plus interest will be returned to the participant within a reasonable period of time. In the event of the death of a participant, such funds will be paid to the participant's estate.

26.07 Replacement Employees

The Hospital will endeavour to find a temporary replacement for the employee, as far in advance as practicable. If the Hospital is unable to find a suitable replacement, it may postpone the leave. If, after a period of postponement, a suitable temporary replacement cannot be found, the Hospital will have the option of considering a further postponement or of collapsing the plan. The employee, subject to such postponement, will have the option of remaining in the plan and rearranging the leave at a mutually agreeable time, or of withdrawing from the plan as outlined in Article 26.06.

26.08 Plan Year

The year for the purpose of the plan shall be from January 1 of one (1) year, to December 31, of the following year, or such other years as the parties may agree to.

26.09 Status of Replacement Employee

Any vacancies resulting from an absence due to Self Funded Leave will be posted as per the Article on posting and filling of vacancies.

Employees in bargaining units at the Hospital selected to fill vacancies resulting from replacing an employee on a self-funded leave need not be considered for other temporary vacancies while replacing such employee.

Upon completion of the leave, the replacing employee will be returned to their former position, and the filling of subsequent vacancies will likewise be reversed.

26.10 Final approval for entry into the pre-paid leave program will be subject to the employee entering into a formal agreement with the Hospital in order to authorize the Hospital to make the appropriate deductions from the employee's pay. Such agreement will include:

- i) A statement that the employee is entering the pre-paid leave program in accordance with Article 26 of the Collective Agreement.
- ii) The period of salary deferral and the period for which the leave is requested.
- iii) The manner in which the deferred salary is to be held.

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

Article 27 Employee Benefits

NOTE: The provisions of Articles 27.01 with respect to Health and Welfare Benefits apply to full-time employees only.

Coverage will be available to an employee and their same sex, common-law partner/spouse and their dependents in accordance with terms and conditions of plans.

27.01 The Hospital agrees to contribute towards the premium cost of participating eligible employees in the active employ of the Hospital under the insurance plans as set out in Article 27.01 subject to the respective terms and conditions of each applicable plan including any enrolment requirements. For newly hired employees, coverage as set out in Article 27.01 shall be effective no later than the first day of the fourth (4th) full calendar month following the month in which the newly-hired employee was first employed by the Hospital. Participation in the Hospital benefits plan (including Long Term Income Protection ("LTIP")) is mandatory. Employees may waive health and/or dental coverage for themselves and their dependents only if they provide proof of spouse/partner coverage:

- (a) Extended Health Care

The Hospital shall contribute on behalf of each eligible employee one hundred percent (100%) of the monthly premium under the existing Extended Health Care Plan (the "Health Plan") as agreed on December 15, 2008, as amended.

(b) Vision and Hearing Aids

The Hospital shall contribute on behalf of each eligible employee eighty percent (80%) of the monthly premiums for vision care and sixty percent (60%) of the monthly premiums for hearing aid coverage under the Health Plan. Participating employees will pay the remaining balance of monthly premiums for vision care (twenty percent (20%) and hearing aid coverage (forty percent (40%)) through payroll deduction.

(c) Dental

The Hospital agrees to contribute one hundred percent (100%) of the billed premiums towards coverage of eligible employees in the active employ of the hospital under the Dental Plan as agreed on December 15, 2008. Employees will be enrolled in the existing Dental Plan in accordance with the terms and conditions of the Dental Plan.

(d) Group Life Insurance

The Hospital shall contribute one hundred percent (100%) toward the monthly premium of the group life insurance plan in effect for eligible full-time employees in the active employ of the Hospital in accordance with the eligibility conditions set out in the existing Group Life Insurance Plan.

(e) Long-term income plan

The Hospital will pay one hundred percent (100%) of the billed premium towards coverage of eligible employees under the long term disability plan (LTIP).

27.02 Change of Carrier

It is understood that the Hospital may at any time substitute another carrier for any Plan provided the benefits provided by the substitute carrier are reasonably equivalent and are neither reduced or increased. The Hospital shall provide to the Union full specifications of the applicable benefit programs contracted for before implementation of any change.

27.03 Pension

As of December 15, 2008, the MHCP is a participating employer of the Hospitals of Ontario Pension Plan ("HOOPP"). As per HOOPP plan terms and conditions, any full-time employee not a member of the OPSEU Pension Trust ("OPT") as of that date or thereafter shall join HOOPP as a condition of employment. Any part-time employee not a member of the OPT as of that date or thereafter shall have the option to join HOOPP in accordance with the HOOPP plan terms and conditions.

OPSEU employees who were employees of the Crown and members of the OPT on the day immediately before the closing date (December 15, 2008) shall, in accordance with Section 3.4 (2) (a) of the OPT, continue to participate as a member of the OPT in accordance with the terms and conditions of the OPT, notwithstanding the Hospital's enrolment as a participating employer in HOOPP.

27.04 Divisible Surplus

The Hospital and the Union agree that any surplus, credits, refunds or reimbursements relating to the Health and Welfare Benefit Plan set out in Article 28.01, excluding sick leave and/or pension credits, under whatever name accrue to and for the benefit of the Hospital, subject to applicable law.

27.05 Part-Time Benefits

A part-time employee shall receive in lieu of all fringe benefits (being those benefits to an employee, paid in whole or in part by the Hospital, as part of direct compensation or otherwise, including holiday pay, save and except salary, vacation pay, standby pay, call-in pay, responsibility pay, jury and witness duty, bereavement leave, and pregnancy and parental supplemental unemployment benefits) an amount equal to fourteen percent (14%) of their regular straight time hourly rate for all straight time hours paid. For part-time employees who are members of the OPT or HOOPP the percentage in lieu of fringe benefits is ten percent (10%).

27.06 Benefits While on Sick Leave

The Hospital will pay the employer portion of the insured benefit premiums for the Health and Welfare Benefits provided in accordance with Article 28.01 while an employee is on sick leave in accordance with Article 24 and LTIP, to a maximum of thirty (30) months from the date the absence began.

27.07 Benefits Information

- (a) The Hospital shall provide each employee with access to information

- booklets outlining all of the current provisions in the benefit plans defined in article 27.01. Upon request, the Hospital will make the official Health and Welfare Benefit plan(s) documents available to the Union for inspection.
- (b) The Hospital shall notify the Union of the name(s) of the carrier(s) which provide the Health and Welfare Benefit plans defined in Article 27.01. The Hospital shall also provide the Union with access to all current information booklets provided to the employees.
 - (c) In the event of a conflict between the terms of the official Health and Welfare Benefit plan(s) documents and the information booklets provided to employees, the terms of the official plan documents will govern.

Article 28 Union-Management Committee

28.01

- a) The parties mutually agree that there are matters that would be beneficial if discussed at Union-Management Committee meetings during the term of this agreement to promote constructive and harmonious relations. The Committee shall be composed of an equal number of representatives of each party as mutually agreed and shall meet at a time and place mutually satisfactory. An OPSEU staff representative will attend at the request of the Union and the Union will endeavour to give 14 days notice to the Employer.

The Committee shall meet no less than once a month unless otherwise mutually agreed upon. A request for a meeting hereunder will be made in writing at least fourteen (14) days prior to the date proposed and be accompanied by an agenda of matters proposed to be discussed.

- b) The Union Representatives of the Union-Management Committee shall attend such joint meetings with no loss of pay or credits.

28.02 Prior to effecting any changes in corporate policies which affect employees covered by this agreement, the Hospital agrees to provide copies to the Union and meet with the Union upon request.

Article 29 Seniority and Service

29.01 Seniority List

The Hospital shall maintain 2 seniority lists: 1 seniority list for full-time, 1 for

part-time/casual.

- a) Seniority lists will be updated every six (6) months during the calendar months of September and March. An electronic copy of each list shall be provided to the Local Union President or designate.
- b) Part-time and Casual employees shall have their seniority expressed on the basis of hours worked in the bargaining unit, excluding overtime.
- c) An employee's full seniority and service shall be retained by the employee in the event that the employee's status changes from full-time to part-time or from casual to part-time or vice-versa. An employee whose status changes from full-time to part time shall receive credit for their full seniority and service.
- d) An employee whose status changes from part-time and/ or casual to full-time shall receive seniority and service credit for hours worked.

29.02 Seniority Accumulation

- (a)(i) Part-time employees shall accumulate seniority on the basis of number of hours worked in the bargaining unit excluding overtime.

For clarity, seniority shall include credit from the date of last hire with the former employer, the Crown.

- (ii) Notwithstanding Article 29.02 (a) (i) seniority shall accrue during a pregnancy leave or parental leave. Seniority shall accumulate for a period of up to seventeen (17) weeks while an employee is on pregnancy leave. For parental leave, seniority shall accumulate for a period of up to thirty-five (35) weeks after the parental leave began, if the employee also took pregnancy leave, and thirty-seven (37) weeks if the employee did not take pregnancy leave.

For the purposes of pregnancy leave and parental leave, seniority accrual shall be determined by multiplying the normal weekly hours times the number of weeks the employee is absent on such leave.

- (iii) Seniority for part-time employees shall accrue for absences due to a disability resulting in WSIB benefits, or illness or injury in excess of thirty (30) consecutive calendar days. The rate of accumulation will be based on the employee's normal weekly hours paid over the preceding qualifying twenty-six (26) weeks. A qualifying week is a week where the employee is not absent due to vacation, pregnancy/parental leave, WSIB, or illness or injury that exceed thirty (30) consecutive calendar days.

(Article 29.02 (b), (c) and (d) are applicable to full-time employees only)

- (b) Full-time employees will accumulate seniority on the basis of their continuous service in the bargaining unit from the last date of hire, except as otherwise provided in the collective agreement. For clarity, seniority shall include credit from the date of last hire with the former employer, the Crown.
- (c) In the application of seniority, no employee's seniority date may pre-date their start date.
- (d)(i) It is understood that during an approved unpaid absence not exceeding thirty (30) continuous days or any approved absence paid by the Hospital, both seniority and service will accrue.

During an unpaid absence exceeding thirty (30) continuous calendar days, credit for service for purposes of salary increments, vacation, sick leave, or any other benefit under any provision of the Collective Agreement or elsewhere, shall be suspended; the benefits concerned appropriately reduced on a pro rata basis and the employee's anniversary date adjusted accordingly.

In addition, the employee will become responsible for full payment of subsidized employee benefits in which they are participating for the period of the absence. The employee may arrange with the Hospital to prepay the full premium of any applicable subsidized benefits in which they are participating during the period of leave in excess of thirty (30) continuous days to ensure continuing coverage.

It is further understood that during such absence, credit for seniority shall be suspended and not accrue during the period of absence. Notwithstanding this provision, seniority shall accrue if an employee's absence is due to disability resulting in WSIB benefits or LTD benefits including the period of the disability program covered by Employment Insurance.

- (ii) Notwithstanding Article 29.02 (d) (i), seniority and service shall accumulate for a period of up to seventeen (17) weeks while an employee is on pregnancy leave. For parental leave, seniority and service shall accumulate for a period of up to thirty-five (35) weeks after the parental leave began, if the employee also took pregnancy leave, and thirty-seven (37) weeks if the employee did not take pregnancy leave.

The Hospital will continue to pay its share of the premiums of the subsidized employee benefits including pension, in which the employee is participating for a period from the commencement of the leave up to

seventeen (17) weeks while an employee is on pregnancy leave and up to thirty-five (35) weeks while the employee is on parental leave (thirty-seven (37) weeks if the employee did not take pregnancy leave), unless the employee does not intend to pay their contributions.

29.03 Transfer of Seniority

Seniority and service shall be retained by an employee when transferred from full-time to part-time or vice versa. An employee whose status is changed from full-time to part-time shall receive credit for their seniority and service on the basis of 1950 hours worked for each year of full-time seniority and service. An employee whose status is changed from part-time to full-time shall receive credit for their seniority and service on the basis of one (1) year of seniority and service for each 1950 hours worked. Any time worked in excess of an equivalent shall be pro-rated at the time of transfer.

29.04 Effect of Absence

An employee shall lose all service and seniority and shall be deemed to have terminated if the employee:

- (a) resigns or retires;
- (b) is discharged and the discharge is not reversed through the grievance or arbitration procedure;
- (c) has been laid off without recall for twenty-four (24) months
- (d) is absent from scheduled work for a period of ten (10) or more consecutive working days without notifying the Hospital of absence and providing a reason satisfactory to the Hospital;
- (e) fails to return to work (subject to the provisions of (d)) upon termination of an authorized leave of absence without a satisfactory reason to the Hospital or utilizes a leave of absence, without permission, for purposes other than that for which the leave was granted;
- (f) fails upon being notified of a recall to signify their intention to return within seven (7) working days after they have received the notice of recall mailed by registered mail to the last known address according to the records of the Hospital and fails to report for work within ten (10) working days after receiving the notice of recall or such further period of time as may be agreed upon by the parties.

29.05 Layoff and Recall Rights

Seniority lists and layoff and recall rights for full-time employees shall be

separate from seniority lists and layoff and recall rights for part-time employees.

In the event of a lay-off, an updated seniority list in electronic and hard copy will be provided to the Local Union President or designate.

Article 30 Employment Stability

30.01 Notice of layoff

- (a) In the event of a planned layoff of less than three (3) months, the Hospital shall:
 - i) notify the Union as soon as possible with no less than thirty (30) days' written notice of the planned layoff; and
 - ii) notify the affected employee(s), as soon as possible with no less than thirty (30) days' written notice of layoff, or pay in lieu thereof.
- (b) In the event of a planned layoff of a permanent or long-term nature or of the elimination of a position within the bargaining unit, the Hospital shall:
 - i) notify the Union as soon as possible with no less than six (6) months' written notice of the planned layoff or elimination of position; and
 - ii) notify the affected employee(s), if any, as soon as possible with no less than six (6) months' written notice of layoff, or pay in lieu thereof.

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

- (c) Not later than two (2) weeks after the notice referred to in 30.01 (b) above, the Union and the Hospital will meet through the Union-Management Committee to discuss the planned layoffs.

The Hospital agrees to use the Union-Management Committee to consult with the Union at the earliest possible time with respect to any proposal or plan which may affect employees in the bargaining unit. The Committee shall be involved in the planning process on a consultative basis from the initial stages through to the final phases of the process.

It shall be the function of the Union-Management Committee to consider possible ways and means of avoiding or minimizing potential adverse

effects of any plans upon employees in the bargaining unit, including identifying and proposing possible alternatives to any action that the Hospital may propose taking.

To allow the Union-Management Committee to carry out its mandated role under this Article, the Hospital will provide the Committee with full and complete disclosure of any plan and the reasons for it. This includes pertinent financial and staffing information.

- (d) Any agreement between the Hospital and the Union resulting from the above review concerning the method of implementation will take precedence over the other provisions of this Agreement.

30.02 Layoff Provisions

- (a) A "layoff" includes a temporary or permanent discontinuation of work or a reduction in hours of work of a position(s) due to a lack of work or reduction or discontinuation of service(s) for any reason.
- (b) In the event of a layoff, temporary and probationary employees, in that order, shall be laid off in the reverse order of seniority. Thereafter, should a layoff of employees still be required, employees will be laid off in the reverse order of their bargaining unit seniority, provided that the employees retained have the qualifications and ability to perform the work available. For the purposes of this article, temporary employees and temporary vacancies shall be understood to mean two (2) months.
- (c) An employee who is subject to layoff shall have the right to:
 - i) accept the layoff; or
 - ii) receive the separation allowance as outlined in Article 30.04; or
 - iii) opt to retire, if eligible under the terms of the Hospitals of Ontario Pension Plan (HOOPP) or OPSEU Pension Trust; or
 - iv) displace an employee who is the least senior employee in the same classification and/or an identical and/or lower paying classification in the bargaining unit, provided the employee originally subject to layoff is qualified to perform the duties of the displaced employee.

Clarity note: An identical paying classification shall include any classification where the straight time hourly wage rate corresponding to that of the laid off employee is within 1% of the laid off employee's straight time hourly wage rate.

The decision of the employee to choose 30.02(c)(iv) above shall be given in writing to the Coordinator, Human Resources within fifteen (15) days (excluding Saturday, Sunday and Holidays) following the notification of lay

off. Employees failing to do so will be deemed to have accepted the lay off. An employee who chooses 30.02(c)(iv) above shall not have the right to choose 30.02(c)(i), (ii) or (iii).

An employee is deemed to be qualified if they possess the appropriate qualifications and are able to meet the normal requirements of the job or who would be able to meet the normal requirements of the job with the benefit of re-training. Such re-training will be equivalent to that which would be provided to new or external candidates. It is understood that the number of trainees in each program/ department will be the subject of discussions between the Union and the Hospital, but at least one (1) trainee per program will be allowed at any one time.

- (d) In the event that a layoff commenced on the day immediately following a paid holiday, an employee otherwise qualified for holiday pay shall not be disentitled thereto solely because of the day on which the layoff commenced.

30.03 Notice of Recall

- (a) Employees shall be placed on recall for twenty-four (24) months. Employees shall be recalled in order of bargaining unit seniority, provided they have the qualifications and ability to perform the work available.
- (b) An employee recalled to work in a different classification or position from which they were laid off shall be entitled to return to the classification or position held prior to the layoff should it become vacant within six (6) months of the layoff, provided that the employee remains qualified and able to perform the duties of their former position. This would take precedence over the normal job posting procedure.
- (c) No new employee shall be hired into a department/program until any employee laid off from that department/program has been given the opportunity of re-employment subject to the provisions of article 30.03 (a).
- (d) The Hospital shall notify employees of a recall opportunity by registered mail addressed to the last address on record with the Hospital. The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work.
- (e) Employees shall be given as much notice as possible of recall opportunities and, where practical, will be contacted personally by the Hospital prior to written notice being sent. An employee shall notify the Hospital of their intention to return to work within seven (7) days (exclusive of Saturday, Sunday and paid holidays) of receipt of the recall notice and

shall return to work within ten (10) working days of being notified or on a date that is mutually agreeable between the employee and the Hospital.

- (f) Laid off employees shall be offered by seniority temporary vacancies for which they have the ability and qualifications to perform. For the purpose of this Article 30.03(f) a temporary vacancy is one which is expected to exceed ten (10) working days if unscheduled and five (5) working days if arising out of a pre-scheduled leave of absence.

Laid off employees shall be offered temporary vacancies in order of seniority subject to the following:

- i) the employee must be qualified and able to perform the available work;
 - ii) acceptance or refusal of the vacancy is voluntary and will not affect the employee's position on the recall list;
 - iii) the employee shall be credited with service and seniority for all time worked;
 - iv) a temporary assignment of less than sixty (60) calendar days shall not be considered as time worked for the purpose of determining an employee's layoff status;
 - v) if the temporary assignment exceeds sixty (60) calendar days the employee's recall rights pursuant to the layoff and recall protocol shall recommence from the end of such assignment.
- (g) An employee is entitled to refuse an offer of recall. If an employee refuses an offer of recall to their own position, the employee shall be placed on the bottom of the recall list.

30.04 Separation Allowance

- (a) Before issuing notice of long term layoff pursuant to Article 30.01(b)(ii), and following notice pursuant to Article 30.01 (b)(i), the Hospital will make offers of early retirement allowance in accordance with the following conditions:
 - (i) The Hospital will first make offers in order of seniority in the department(s) and in classifications where layoffs would otherwise occur. The Hospital will offer the same number of early retirements as the number of layoffs it would otherwise make.
 - (ii) The Hospital will make offers to employees eligible for early retirement under the Hospital pension plan or OPT (including regular part-time, if applicable).
 - (iii) If no employees on the unit affected accept the offer, the Hospital will then extend the offer to other employees in the same classification as

that being affected in the bargaining unit in order of seniority.

- (iv) The number of early retirements the Hospital approves will not exceed the number of employees in that classification who would otherwise be laid off.

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, to a maximum ceiling of fifty-two (52) weeks' salary.

- (b) 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.

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.

- (c) Where an employee has received individual notice of long term layoff under Article 30.03 such employee may resign and receive a separation allowance as follows:

- (i) Where an employee resigns effective within thirty (30) days after receiving individual notice of long term layoff, they shall be entitled to a separation allowance of two (2) weeks' salary for each year of continuous service to a maximum of twenty (20) weeks' pay, and, on production of receipts from an approved educational program, within twelve (12) months of resignation will be reimbursed for tuition fees up to a maximum of three thousand (\$3,000.00) dollars.
- (ii) Where an employee resigns effective later than thirty (30) days after receiving individual notice of long term layoff, they shall be entitled to a separation allowance of four (4) weeks' salary, and, on production of receipts from an approved educational program, within twelve (12) months of resignation will be reimbursed for tuition fees up to a maximum of one thousand two hundred and fifty (\$1,250.00) dollars.

30.05 Continuation of benefits

In the event of a layoff, the Hospital shall pay its share of insured benefits premiums up to three (3) months from the end of the month in which the layoff occurs or until the laid-off employee is employed elsewhere, whichever occurs first.

An employee who, is laid off or resigns and receives pay in lieu of notice may continue benefits coverage at their own expense, except for coverage under the Short Term Sickness Plan and the Long Term Income Protection, for a period of nine (9) months following layoff or resignation by arranging to pay the full premiums, in advance, on a quarterly basis.

Failure by the employee to pay the premiums as specified above, will disentitle the employee to any further benefits.

For purposes of clarity, the continuation of benefits as described above, shall not exceed twelve (12) months in total.

30.06 Training to Prevent Layoff

The Union-Management Committee will be used by the parties to identify training needs of employees, including retraining to prevent layoff. This will include:

- (a) identifying opportunities for employees to obtain new skills;
- (b) developing procedures for employees to apply for and be selected for available training opportunities;
- (c) confirming special adjustments to work schedules in order to enable employees to participate in training;

Article 31 Technological Change

31.01 The Hospital undertakes to notify the Union as far in advance as possible and in any event no less than three (3) months, of any technological changes which the Hospital has decided to introduce which will significantly change the employment status of members of the bargaining unit.

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

Where new or greater skills are required than are already possessed by individual employees under the present methods of operation, such employees shall be given a period of training during which they may perfect or acquire the skills necessitated by the new method of operation.

The Hospital will assume the cost of tuition and travel if required.

Article 32 Posting and Filling of Vacancies

32.01 When a permanent vacancy or temporary vacancy reasonably expected to exceed six (6) months occurs in a bargaining unit position or a new position in the bargaining unit is established by the Hospital, it shall be advertised for at least ten (10) working days prior to the established closing date. Where practicable, notices of vacancies shall be posted electronically and on bulletin boards and, upon request, shall be provided in large-sized print or braille where the posting location has the capacity to do so.

32.02 The notice of vacancy shall include, where applicable, the nature and title of the position, salary, qualifications required, the hours of work, the department/program where the position currently exists, and that the position is represented by the Union.

32.03 Employees with an interest in applying for any vacancies may request from the Hospital the job position/description and the Hospital will provide it.

32.04 a) Temporary vacancies required for six months or less may be filled at the discretion of the Hospital. In filling such vacancies consideration shall be given to employees on the basis of seniority who are qualified to perform the work in question prior to utilizing persons

from outside the bargaining unit.

In addition, the Hospital shall have the right to fill any permanent vacancy on a temporary basis until the posting procedure or the Request for Transfer procedure has been complied with and arrangements have been made to permit the employee selected to fill the vacancy to be assigned to the job.

- b) Full time and part time employees filling temporary vacancies will retain their existing employment status.
 - c) Where an employee is assigned temporarily to perform the duties of a position in a classification with a higher salary for a period in excess of five (5) consecutive working days, the employee shall be paid acting pay from the day they commenced to perform the duties of the higher classification in accordance with the next higher rate in the higher classification.
- 32.05 Although it is agreed that the Hospital may post vacancies simultaneously internally and externally, the Hospital agrees to give primary consideration to internal candidates for a vacancy, subject to article 32.06.

Notwithstanding Article 32.01 above, the Hospital may hire qualified candidates who previously applied for a similar vacancy or new position provided that a competition was held during the previous twelve (12) months. The Hospital in these circumstances, is not required to post or advertise the vacancy or new position. Where the Hospital uses this provision, it shall notify the Local Union President where the vacancy or new position exists, ten (10) working days prior to filling the vacancy or new position.

32.06 Filling Posted Vacancies

In filling posted vacancies the selection shall be made based on skill, ability, experience, and relevant qualifications of the applicants. Where these factors are relatively equal, bargaining unit seniority shall be the governing factor provided the successful applicant, if any, is qualified to perform the available work within an appropriate familiarization period.

32.07 Promotion to Higher Rated Classification

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

receive a new anniversary date. For clarity, promotion occurs when the incumbent of a position is assigned to another position in a classification with a higher maximum salary than the class of their former position.

32.08 Non-Bargaining Unit Assignment

An employee who is transferred to a position outside the bargaining unit for a period of greater than four (4) weeks and less than twelve (12) months or such longer period as the parties may agree upon shall retain but not accumulate seniority held at the time of transfer. In the event that the employee is returned to a position in the bargaining unit within this time period they shall be credited with the seniority held at the time of transfer and shall resume accumulation from the date of their return to the bargaining unit. Union dues will not be deducted for the period of time that an employee is outside the bargaining unit under this article.

32.09 An applicant who is invited to attend an interview during their regular scheduled hours shall be granted time off with no loss of pay and with no loss of credits to attend the interview, provided that the time off does not unduly interfere with operating requirements.

32.10 The Hospital will forward to the Union President copies of all bargaining unit job postings and a list of the successful bargaining unit candidates on a monthly basis including employees in temporary positions.

32.11 Temporary and Posted Vacancies

- a) Employees in the bargaining unit selected to fill temporary vacancies will not be considered for other temporary positions while filling the temporary vacancy. Upon completion of the temporary vacancy, the bargaining unit employee will be returned to their former position.
- b) An employee selected as a result of a posted vacancy need not be considered for a further vacancy for a period of up to six (6) months from their date of selection.

32.12 Development Opportunity

From time to time the Hospital may identify changes in the job duties or scope of a bargaining unit position(s) which represent a developmental opportunity, a specialization, or a broadening of duties for a limited number of employees within a department (or appropriate work unit), without increasing the complement of employees in the department.

When this occurs, the Hospital shall post this opportunity in the form of an

information notice in the relevant department(s) for a period of at least seven (7) calendar days. A copy of the posted notice will be sent to the Local President or designate within the aforementioned seven (7) calendar days. Employees wishing consideration for these opportunities must express their interest, in writing, within the seven (7) day period referenced herein.

The Hospital shall consider employees for these opportunities on the basis of skill, ability, relevant qualifications and seniority. Notwithstanding the above, the final decision for selection will be at the discretion of the Hospital and will not be done in an arbitrary, bad faith or discriminatory manner. If requested, the Hospital will discuss with the unsuccessful applicant(s) the reasons why they were not chosen for the opportunity.

Article 33 Hours of Work and Overtime

33.01 Hours of Work

The following provision designating regular hours on a daily shift and regular daily shifts over the schedule determined by the Hospital shall not be construed to be a guarantee of the hours of work to be performed on each shift or during each shift schedule.

Subject to the development of a compressed work week agreement (article 36):

The normal work day shall be composed of seven and one-half (7 1/2) hours, exclusive of mealtimes and the normal work week shall average thirty-seven and one-half hours (37 1/2) per week over the scheduling period determined by the Hospital. It is understood that at the change of shift there will normally be additional time required for reporting which shall be considered to be part of the normal daily shift, for a period of up to fifteen (15) minutes duration. Should the reporting time extend beyond fifteen (15) minutes, however, the entire period shall be considered overtime for the purposes of payment under Article 34.03.

33.02 Rest Periods

Employees shall be entitled to relief periods during the shift on the basis of fifteen (15) minutes for each half (1/2) shift, subject to the exigencies of patient care.

33.03 Overtime

33.03.1 Overtime Definition

- a) Overtime shall be defined as being all hours worked in excess of the normal or standard work day or in excess of the normal or standard work week. The overtime rate shall be one-and-one-half (1 ½) times the regular straight time hourly rate of pay calculated to the nearest half-hour.

Where the Hospital and the Union agree, subject to the approval of the Ministry of Labour, other arrangements regarding hours of work may be entered into between parties on a local level with respect to shifts beyond the normal standard work day.

- b) In the assignment of overtime, the Hospital agrees to develop methods of distributing overtime that are fair and equitable after having ensured that all its operational requirements are met. Straight time hours will be offered to Part-time and casual staff before full-time employees shall be offered overtime. Full-time employees shall be offered overtime prior to the offer of overtime to the part-time or casual employees.

33.03.2 Overtime/Call Back Accumulation (full-time only)

Full time employees who perform authorized overtime work, shall have the option to receive compensating leave of one and one-half (1 1/2) hours for each hour of overtime worked (rather than pay), at a time mutually agreed upon. Where an employee chooses this option, hours in excess of one hundred and twelve and one-half (112.5) hours will be automatically paid out at the appropriate rate. Compensating leave shall be paid at the rate it was earned. In addition, compensating leave accumulated in a calendar year which is not used before March 31 of the following year, shall be paid at the rate it was earned.

33.04 Missed Meal and Rest Period Breaks

- (a) If an employee is authorized and directed to work, during the lunch break, they will be paid time and one-half (1½) their regular straight time hourly rate for all time worked in excess of their normal daily hours.
- (b) (Oak Ridge only) Where the supervisor identifies that a nurse, Patient Care Assistant, RPN or Vocational rehab staff be available during the meal break, the employee shall be paid a stand-by premium equal to that portion of their regular hourly rate of pay as may apply for such period. Such premium is not to be construed as additional to the stand-by premium outlined in article 35.04 (a). No

additional or overtime premium shall apply if the employee is required to return to duty.

Where employees work a longer daily shift (i.e. compressed work week), the provisions set out in this Article governing the regular hours of work on a daily shift shall be adjusted accordingly.

33.05 Days Off – Full Time Employees

There shall be a minimum of two (2) consecutive days off which shall be referred to as scheduled days off except that days off may be non-consecutive if agreed upon between the employee, and the Hospital.

33.06 Innovative/Flexible Scheduling

33.06.1 Flexible Scheduling

Flexible hours will be implemented only after mutual agreement is secured between the employee who wishes flexible hours of work and the Hospital and provided that the flexible hours do not violate any portion of this collective agreement. The terms of the flex time arrangements shall be in writing with a copy to the Union and can be discontinued by either party with reasonable notice.

Existing flex time arrangements shall remain as presently constituted.

Either party may, on written notice of 4 (four) weeks to the other party, terminate this Agreement notwithstanding the above-specified term.

If conflict arises between two or more employees in the same classification making the same flex time request, seniority shall be the deciding factor.

33.06.2 Job Sharing Arrangements

- (a) Only a full time position may be job shared under this article.
- (b) Each Manager/Director determines the approximate number of full time positions to be allotted for job sharing. Job sharing requests, with regard to full time positions shall be considered on an individual basis.
- (c) Total hours worked by the job sharers shall equal one (1) full-time position. The division of hours on the schedule shall be determined by mutual agreement between the two employees with the approval of the Manager/Director. Job sharers shall not be required to work any shifts outside the shifts of the job-sharing position unless mutually agreed.

- (d) Staff employed in a job-sharing position accept the conditions for the full-time rotation and hours as scheduled as provided by the Collective Agreement.
- (e) Each job sharer may exchange shifts with their partner as well as with other employees as provided by the Collective Agreement.
- (f) Coverage:
 - i) It is expected that both job sharers will cover each other's incidental illnesses. If, because of unavoidable circumstances, one cannot cover the other, the Director must be notified to book coverage. Job sharers are not required to cover for their partner in the case of prolonged or extended absences.
 - (ii) In the event that one member of the job-sharing arrangement goes on any leave of absence as defined in the Collective Agreement, the coverage will be negotiated with the Director, but it is hoped that the remaining member of the position would be prepared to cover the leave of absence as much as possible.
- (g) Paid Holidays – Job sharers must work the paid holidays where they fall in the rotation, but they can be split equally or negotiated between the two parties. The Director must be notified in writing.
- (h) The employees are responsible to each other for attendance at staff meetings, committee meetings, and communication of unit information, i.e. inservice schedule, memos, etc.. Attendance of both employees is encouraged where possible.
- (i) Benefits for job-sharing are paid in accordance with the policy covering benefits for part-time staff.
- (j) Where the job-sharing agreement arises out of the filling of a vacant full-time position, both job-sharing positions will be posted and selection will be based on the criteria set out in the Collective Agreement.
- (k) Any incumbent full-time employee wishing to share their position, may do so without having their half of the position posted. The other half of the job-sharing position will be posted and selection will be made on the criteria set out in the Collective Agreement.
- (l) Either job sharer may discontinue the job sharing arrangement by resigning their position or by successfully posting into a vacancy. If one of the job sharers leaves the arrangement, their position will be posted. If there is no successful applicant to the position, the shared position must

revert to a full-time position. The remaining employee will have the option of continuing the full-time position or reverting to a part-time position for which they are qualified. If the remaining employee does not continue full-time, the position will be posted in accordance with the Collective Agreement.

- (m) The Hospital may discontinue the job sharing arrangement at any time provided that no less than the notice required under Article 31.01 (Notice of layoff) is given to both job sharers. It is understood and agreed that such discontinuation shall not be unreasonable or arbitrary. Once notice to discontinue the arrangement has been given by the Hospital, a full time position will be posted. Should a redundancy occur as a result of this process, the provisions of Article 30 (Layoff) shall apply.

In the event of a lay off which affects the job sharers or the position which is being shared, the Hospital will endeavour to preserve the job sharing arrangement. In the event the arrangement cannot be continued as a result of the lay off procedures, the Hospital will give notice to terminate the agreement and the incumbents will be considered to occupy two part-time positions and the full-time position will be deemed to no longer exist.

Article 34 Compensation

34.01 New Classifications

When a new classification in the bargaining unit is established by the Hospital or the Hospital makes a substantial change in the job content of an existing classification which in reality causes such classification to become a new classification, the Hospital shall advise the Union of such new or changed classification and the rate of pay established. If requested, the Hospital agrees to meet with the Union to permit it to make representations with respect to the appropriate rate of pay providing any such meeting shall not delay the implementation of the new classification. Where the Union challenges the rate established by the Hospital and the matter is not resolved following any meeting with the Union, a grievance may be filed at Step No. 2 of the Grievance Procedure within seven (7) calendar days following any meeting. If the matter is not resolved in the Grievance Procedure, it may be referred to Arbitration in accordance with Article 8, it being understood that any Arbitrator shall be limited to establishing an appropriate rate.

Any change in the rate established by the Hospital either through meetings with the Union or by an Arbitrator shall be made retroactive to the time at which the new or changed classification was first filled.

34.02 Experience Credit

Claim for recent related experience, if any, shall be made in writing by the employee at the time of hiring on the application for employment form or otherwise. The employee shall cooperate with the Hospital by providing verification of previous experience.

Prior experience shall be credited at the rate of one (1) increment on the salary scale for every one (1) year of recent, related, full-time experience, as determined by the Hospital.

For the purposes of this clause, as it applies to part-time employees, part-time experience will be calculated on the basis of 1950 hours worked equaling one (1) year of experience.

34.03 Grid Progression - Full-Time Employees Only

Full-time employees will progress annually on the salary grid on their anniversary date unless on an unpaid leave of absence exceeding 30 days.

34.04 Grid Progression - Part-Time Employees Only

Part-time employees will accumulate service for purposes of progression on the salary grid, on the basis of one (1) year of service for each 1950 hours worked. Notwithstanding this provision, the calculation of service for purposes of progression on the salary grid will include service accrued during a pregnancy leave or parental leave on the basis of seniority accrual during such leaves.

Article 35 Premium Payments/Transportation/Meal Allowance

35.01 Shift Premium

- (a) An employee shall receive a shift premium of \$1.50 per hour for all hours worked between 5:00 pm and 7:00 am.
- (b) Notwithstanding the above, where an employee's hours of work normally fall within the 7:00 am and 5:00 pm, the employee will not be entitled to receive a shift premium for hours worked between 5:00 pm and 7:00 am.
- (c) Shift premium will not be paid to an employee who for mutually agreed upon reasons, works a shift for which he or she would otherwise be entitled to a shift premium.

- d) The premium of one dollar and seventy-five cents per hour (\$1.75) shall be paid for all hours that commence on or after 2400 hours Friday and end on or before 2400 hours Sunday.

Shift premium will not form part of the employee's straight time hourly rate.

35.02 Meal Allowance

When an employee continues to work more than two hours of overtime immediately following their scheduled hours of work, they shall be reimbursed for the cost of one (1) meal to eight dollars (\$8.00) maximum, except where free meals are provided or where the employee is being compensated for meals on some other basis.

35.03 Call Back Pay

- a) An employee who is called to work after leaving the Hospital premises and outside of their regular scheduled hours, shall be paid a minimum of no less than four (4) hours' pay at time and one-half (1½) their regular straight time hourly rate for work performed. In the event that such four (4) hour period overlaps and extends into the employee's regular shift they will receive the four (4) hour guarantee payment at time and one half (1½) and their regular hourly rate for the remaining hours of their regular shift. Once on-site, should additional work be available, the employee may be asked to perform such work.
- b) Call-back pay shall cover all calls within the minimum four (4) hour period provided for under (a). If a second call takes place after four (4) hours have elapsed from the time of the first call, it shall be subject to the second call-back premium, but in no case shall an employee collect two call-back premiums within one such four (4) hour period, and to the extent that a call-back overlaps and extends into the hours of the employee's regular shift, (a) shall apply.

35.04 On Call Duty (Stand-by)

An employee required to standby and/or remain reasonably available for call-back duty on other than regular scheduled hours shall be paid at the rate of three dollars (\$3.00) per hour of standby time. Where such standby falls on any of the designated holidays listed in the collective agreement, the employee shall be paid at the rate of three dollars and fifty cents (\$3.50) per hour of standby time. Hours worked for call-back or telephone consultation shall be deducted from hours for which the employee receives standby pay. However, an employee shall be entitled to a minimum of five dollars (\$5.00) for each eight hour period on standby even if called back to work.

Employees who are required to provide professional services over the telephone while on stand-by (without returning to the hospital) shall be entitled to a minimum of fifteen (15) minutes pay at time and one-half (1 ½) regular straight time hourly rate, or equivalent time in lieu, per call, regardless of the duration of the call. Any additional time spent on the call over and above fifteen (15) minutes shall be compensated at the same rate but in minimum fifteen (15) minute increments. The employee will complete a record of calls on a form following the period of call. Any subsequent calls within the fifteen (15) minute minimum will not constitute a second telephone consultation.

35.05 Responsibility Pay

Where an employee is assigned temporarily to perform the duties and assume the responsibilities of a higher paying classification in or out of the bargaining unit, for one full shift or more, they shall be paid a premium equal to the greater of their next or last increment in their salary range for the duration of the assignment.

Whenever an employee is assigned additional responsibility to direct, supervise or oversee work of employees within their classification, and/or be assigned overall responsibility for patient care on the unit, ward, or area, for a full shift, the employee shall be paid a premium of one dollar (\$1.00) per hour in addition to their regular salary and applicable premium allowance. This premium will not be payable where the role is part of the duties and responsibilities of the position.

35.06 Time Off Between Shifts (Shift Schedules)

Every reasonable effort shall be made to avoid scheduling the commencement of a shift within twelve (12) hours of the completion of the employee's previous shift provided however, that if an employee is required to work before twelve (12) hours have elapsed they shall be paid time and one half (1½) for those hours that fall within the twelve (12) hour period. It is understood that the term "shift" does not include any period of time in respect of which an employee is entitled to overtime payments or compensating leave in accordance with Article 34 (Overtime) or Call Back.

There shall be no new split shifts effective date of ratification and the Hospital shall work towards eliminating current split shifts. Split shifts may be scheduled where the employee and the supervisor mutually agree.

Effective date of ratification, the Hospital shall provide to the Union a list of all current split shifts in effect.

35.07 Change of Schedule

Shift schedules shall be posted not less than 15 days in advance and there shall be no change in the schedule after it has been posted unless notice is given to the employee one hundred and twenty (120) hours in advance of the starting time of the shift as originally scheduled. If the employee concerned is not notified one hundred and twenty (120) hours in advance they shall be paid time and one half (1½) for the first eight (8) hours worked on the changed shift provided that no premium shall be paid where the change of schedule is caused by events beyond the employer's control.

A shift may be changed without any premium or penalty if agreed upon between the employee and the Hospital.

Copies of all schedules shall be made available to the Union upon request.

35.08 Shift exchange

A request by an employee for an exchange of scheduled working hours must be submitted in writing, co-signed by the employee within the same work area willing to exchange shifts, prior to the shift affected. Such change initiated by the employee will not result in additional cost to the Hospital. All changes must be approved by the Manager or designate. Such request shall not be unreasonably denied.

35.09 Reporting pay

Where an employee reports for any scheduled shift and no work is available, they will be paid at least four (4) hours except when work is not available due to conditions beyond the control of the Hospital. This provision shall not apply whenever an employee has received not less than one (1) hour's prior notice not to report to work.

35.10 Personal vehicle usage

Employees using their own vehicles to travel on Hospital business shall be paid at the current hospital rate. No employee shall be required to transport a patient(s) in their own personal vehicle. The use of privately owned automobiles to carry out the Hospital's business shall not be a condition of employment.

35.11 No Pyramiding

Premium payment (including both overtime and holiday premium payment) shall be calculated and paid under one provision of this Agreement only, even though hours worked may be premium payment hours under more than one provision. In such circumstances the highest premium will be applied. The provision of this

clause will not negate any entitlement to shift premium, call-back, standby, or weekend premium.

Article 36 Compressed Work Week

Where the Hospital and the Union agree, subject to the approval of the Ministry of Labour, other arrangements regarding hours of work may be entered into between the parties with respect to tours beyond the normal or standard work day. The model agreement with respect to extended tour arrangements is set out below. The model agreement will be signed by the Hospital and the Local Union President or designate.

36.01 Implementation

In the event of an indication by the Full time staff that they are interested in establishing a compressed work week, the Hospital and Union will meet, prior to the vote, to determine the condition of such an arrangement.

Through a vote, fifty percent plus one (50% + 1) of the returned ballots from Full time staff in a distinct area must indicate by secret ballot their willingness to participate prior to a test period. The Union will be advised of the need for such a vote.

The test period will be for six (6) months after which the Full time staff will again indicate by fifty per cent plus one (50% + 1) by secret ballot, their desire to continue or discontinue a compressed work week.

MODEL AGREEMENT WITH RESPECT TO EXTENDED TOUR/
COMPRESSED WORK WEEK ARRANGEMENTS IS SET OUT BELOW:

MEMORANDUM OF AGREEMENT

Between:

Mental Health Hospital Penetanguishene

And:

The Ontario Public Service Employees Union

Local 329

This Model Agreement shall be part of the Collective Agreement between the parties herein, and shall apply to the employees described in Article 1 of the Model Agreement.

Article 1 - Work Area and Employees Covered

Detailed and specific description of work areas and employees covered.

Article 2 - Hours of Work

- 2.1 The normal or standard extended work day shall be ___ hours per day.
- 2.2 Detailed description
- 2.3 Failure to provide (___) hours between the commencement of an employee's scheduled shift and the commencement of such employee's next scheduled shift shall result in payment of one and one-half (1 ½) times the employee's regular straight time hourly rate for only those hours which reduce the (___) hour period. Where the (___) hour period is reduced as a result of an approved change of shift(s) requested by the employee(s), such premium payment shall not apply.
- 2.4 Employees shall be entitled, subject to the exigencies of patient care, to relief periods during the shift on the basis of 15 minutes for each 3.75 hours worked.
- 2.5 The length of the meal period shall be _____.

Article 3 – Overtime

- 3.1 *Overtime shall be defined as being all hours worked in excess of the normal or standard extended work day, as set out in Item 2 of this Appendix, or in excess of the normal or standard work week as set out in Article 34 of this Collective Agreement.*

For purposes of overtime, the hours of work per week shall be averaged over the schedule determined by the Hospital.

Article 4 - Holiday Payment – full time employees only

- 4.1 *Holiday pay will be computed on the basis of the employees regular straight time hourly rate of pay times the number of hours for a normal or standard extended work day as set out in Item 2 of this agreement shall be compensated as identified in Article 18 (Paid Holidays) of this Collective Agreement.*
- 4.2 *When a holiday included under Article 18 (Paid Holidays) of the Collective Agreement coincides with an employee's scheduled day off and he or she does not work on that day, the employee shall be*

entitled to bank this day as compensating leave in lieu of the holiday, the number of hours for a normal or standard work day as set out in Article 34.01 of the Collective Agreement.

Article 5 - Short Term Sickness Plan and Vacation Credits

- 5.1 *The short-term sick plan will provide payment as per Article 24.09. An employee who is sick while working on the compressed work week shall receive full pay for all hours scheduled during the times that Hospital is directly responsible for payment and their sick credits shall be reduced accordingly.*
- 5.2 *For the purposes of any attendance review programs these days shall not be pro-rated.*

Article 6 – Vacation

- 6.01 *Vacation entitlement as set out in Article 26 of the Collective Agreement will be converted to hours on the basis of the normal work week as defined in Article 34.01.*

Article 7 –Bereavement Leave

Such leaves are not to be prorated

Article 9 - Term

- 8.1 *This Agreement shall be in force as per the terms and conditions of the Collective Agreement it is contained within.*
- 8.2 *Either party may, on written notice of 18 (eighteen) weeks to the other party, terminate this Agreement not withstanding the above-specified term.*

DATED THIS DAY OF , (YEAR)

*For The Ontario Public Service
Employees Union L329*

For the Hospital

Article 37 General

37.01 Printing of Collective Agreement

The parties shall share equally the cost of printing the Collective Agreement, and distribute sufficient copies to the employees. Both the Hospital's and OPSEU's logo will appear prominently.

37.02 Uniform allowance

Where uniforms are required by the Hospital, the Hospital shall provide vouchers to a total value of \$150 towards the purchase of uniforms as described in department/program policy. Vouchers will be issued once per year in each September, to each qualified employee who has been employed by the Hospital for at least one year. Employees employed for less than one year shall receive a pro-rated amount.

37.03 The Hospital shall supply tools and equipment for all facilities staff.

37.04 Upon written request to Human Resources, an employee in the bargaining unit shall be provided with a copy of their current job description. This information shall be provided within five (5) working days of the request. Upon written request of the Union, the job description of any classification covered by this Collective Agreement shall be provided within five (5) working days.

37.05 The Hospital shall reimburse employees for the cost of repair(s) and /or replacement of personal clothing/property damaged as a direct result of their carrying out the duties assigned by the Employer. This agreement is subject to the following conditions:

- a) the employee shall notify their supervisor at the time of the occurrence of the damage which has occurred and
- b) such repair(s) and / or replacement must be pre-approved.
- c) the employee shall provide the Hospital with a receipt for such repair(s) and /or replacement of personal clothing/property.

37.06 Employees who are required to provide patient care outside of the Hospital shall be provided with Hospital issued communication devices which shall be returned upon completion of the assigned duties.

Article 38 Modified Work

38.01 All injured workers shall be treated in accordance with the Workplace Safety and Insurance Act, The Ontario Human Rights Code, the Collective

Agreement and other applicable legislation.

The Hospital, in consultation with the Employee and the Union will provide fair and equitable practices to accommodate employees who are ill, injured or permanently disabled.

To facilitate these programs, it is understood and agreed that provisions of the Collective Agreement may, where agreed, be varied.

Article 39 Leaves of Absence

39.01 Leave Without Pay

An employee may request a leave of absence without pay and without accumulation of credits. Such leave shall not unreasonably be denied.

39.02 Professional College Leave

An employee shall be entitled to leave of absence without loss of earnings from their regularly scheduled working hours for the purpose of writing recertification examinations set by the College according to its Quality Assurance Program.

39.03 Military Leave

An employee will be granted unpaid leave without loss of seniority in order to meet any obligations pertaining to the Canadian Military Reserve. The employee will give as much notice as reasonably possible. The Hospital reserves the right to request proof of service.

39.04 Leave for Pension Trustees

Union Trustees of the OPSEU Pension Plan or HOOPP shall be granted leave of absence without pay and without loss of credits to attend trustee and committee meetings. Leave of absence under this article shall include reasonable travel time.

The Union will advise the Hospital of the names and work site of such employees, immediately following their appointment to the Board of Trustees of the OPSEU Pension Plan or to the Board of Trustees of HOOPP.

39.03 Educational Leave

- a) Where the Hospital directs the employee to take an educational course to upgrade or acquire new employment qualifications such employees shall not lose regular pay and shall have no loss of seniority and benefits because of necessary absence from work due to participation in such a course. The Hospital shall pay the registration and/or tuition costs associated with the course.

Where the Hospital directs the employee to take an educational course, a leave of absence of up to one (1) day shall be granted to allow employees to write exams. Employees shall advise the Hospital four (4) weeks in advance in writing of the time, place and approximate duration of the exam for which time off is being requested.

Should the employee not attend or not successfully complete the course, the employee will reimburse the employer all associated costs.

- b) Continuing Education

The Hospital will make every reasonable effort to grant requests for necessary changes to an employee's schedule to enable attendance at a recognized upgrading course or seminar related to employment with the Hospital.

Article 40 Contracting Out

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

40.02 Notwithstanding the foregoing, the hospital may contract out work usually performed by members of the bargaining unit without such contracting-out constituting a breach of this provision if the hospital provides in its commercial arrangement contracting out the work that the contractor to whom the work is contracted, and any subsequent such contractor agrees:

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

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

Article 41 Duration

41.01 This Agreement shall continue in effect until the 31st day of March, 2011 and shall continue automatically thereafter for annual periods of one year each unless either party notifies the other in writing that it intends to amend or terminate this Agreement in accordance with the following:

Either party may notify the other within the period from ninety (90) days to sixty (60) days preceding the expiry date of this Agreement that it desires to amend or terminate this Agreement.

DRAFT

Letter of Understanding

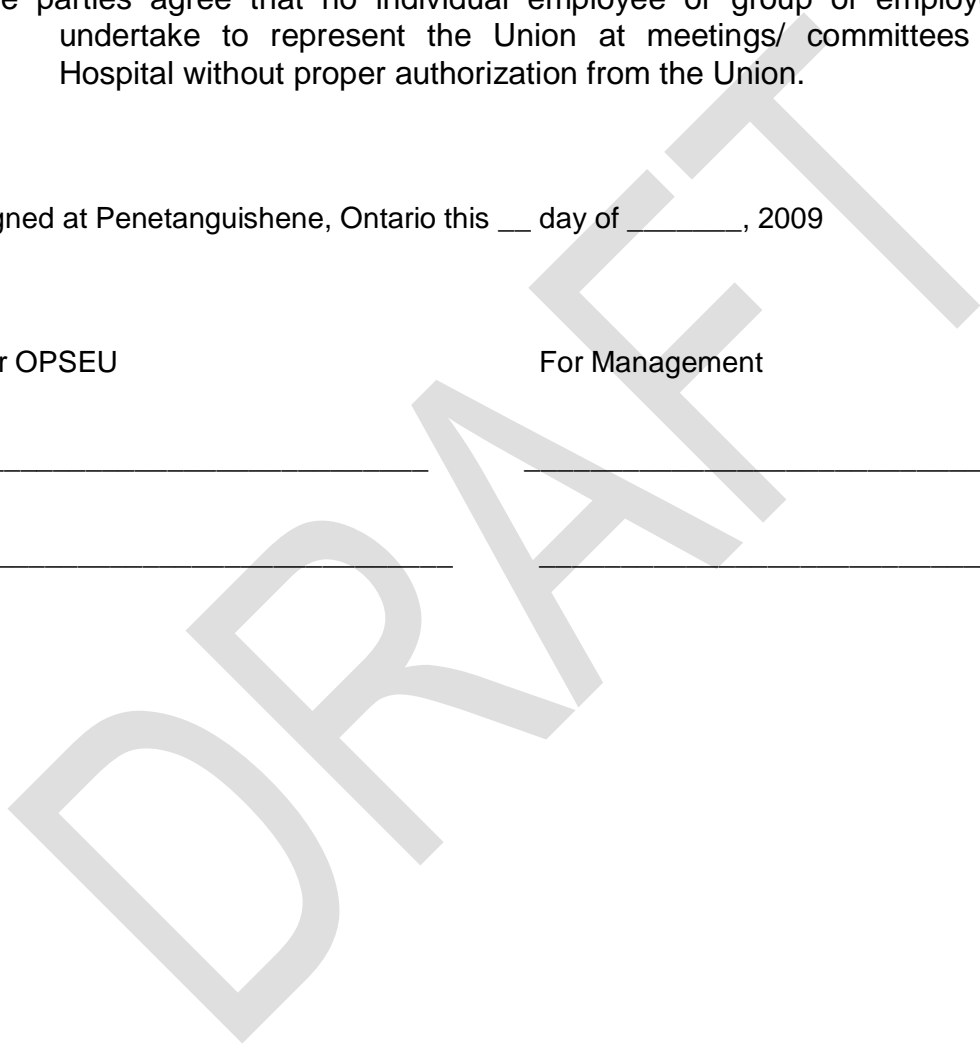
**Re: Union Representation
Between OPSEU 329 and the Hospital**

The parties agree that no individual employee or group of employees shall undertake to represent the Union at meetings/ committees with the Hospital without proper authorization from the Union.

Signed at Penetanguishene, Ontario this ___ day of _____, 2009

For OPSEU

For Management



Letter of Understanding

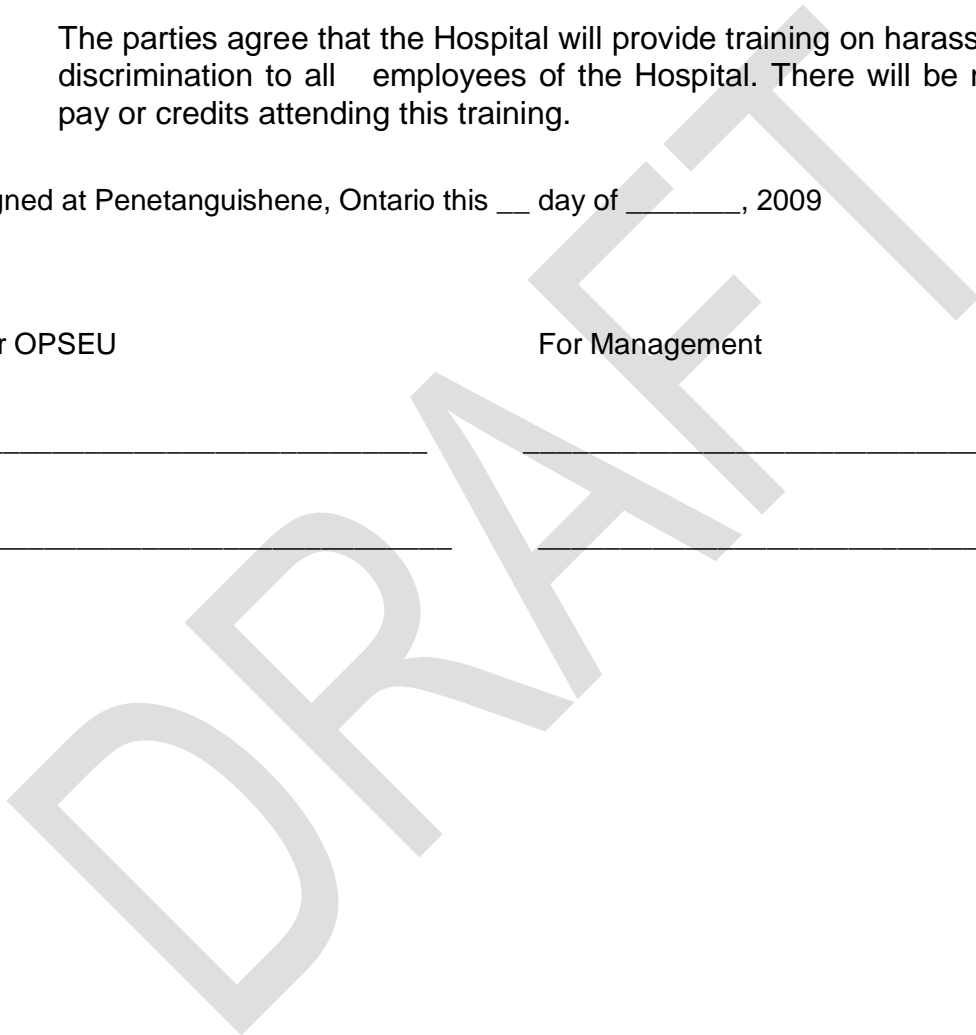
**Re: Harassment and Discrimination Training
Between OPSEU 329 and the Hospital**

The parties agree that the Hospital will provide training on harassment and discrimination to all employees of the Hospital. There will be no loss of pay or credits attending this training.

Signed at Penetanguishene, Ontario this ___ day of _____, 2009

For OPSEU

For Management



Letter of Understanding

**Re: Regular Part-time Employees
Between OPSEU 329 and the Hospital**

As of the date of ratification of this agreement, the classification of regular part-time (RPT) shall cease to exist and all incumbents shall be grandparented with applicable rates of pay, salary and benefits as set out below:

All articles of this Collective Agreement that apply to Full Time employees shall also apply to Regular Part Time employees. Benefits and credits that are employee entitlements shall be pro-rated. The following entitlements shall not be pro-rated: Leave Without Pay, Self Funded Leave, Emergency Leave, Bereavement Leave, Compassionate Care Leave, Pension Trust Leave, Professional College Leave, Jury/Witness Duty, Military Leave, Workplace Safety Insurance, Holidays, Parental Leave, Maternity Leave.

Regular part time employee working hours shall not be reduced **other than pursuant to Article 31**. Regular part time employees shall have the same right to purchase supplementary and dependent life insurance as full time employees.

Notwithstanding the above, all regular part time employees shall be entitled to the provisions as described in Article xx.

Regular Part Time Over-time

Any hours worked on "non-working days" or extension beyond the scheduled working day shall be considered overtime and shall be paid at the rate of one and one half (1 1/2) the regular part time employee's straight hourly rate.

The parties agree to meet within thirty (30) days of ratification to finalize a list of all regular part time employees and their entitlements.

Signed at Penetanguishene, Ontario this ___ day of _____, 2009

For OPSEU

For Management

Letter of Understanding

**Re: Pay administration
Between OPSEU 329 and the Hospital**

The Hospital agrees to develop a protocol within 90 days of ratification to deal with discrepancies in pay in an expeditious way.

Signed at Penetanguishene, Ontario this ___ day of _____, 2009

For OPSEU

For Management

DRAFT

Letter of Understanding

**Re: Strike by a third party Protocol
Between OPSEU 329 and the Hospital**

The parties agree that in the event of a strike at Central North Corrections Centre (CNCC) whereby employees may possibly encounter a strike or picket line, the parties shall meet to develop a protocol to deal with such.

Signed at Penetanguishene, Ontario this ___ day of _____, 2009

For OPSEU

For Management

DRAFT

Letter of Understanding

**Re: Statutory holidays
Between OPSEU 329 and the Hospital**

The parties agree that there will be no premium payments for Canada Day and the holidays designated in article 18.01 represent a greater right or benefit for the purposes of the Employment Standards Act.

Signed at Penetanguishene, Ontario this ___ day of _____, 2009

For OPSEU

For Management

DRAFT