

COLLECTIVE AGREEMENT

between

**Ontario Public Service Employees Union
and its Local # 345**

AND

Peterborough Regional Health Centre

Effective

April 1, 2003 to March 31, 2006

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PREAMBLE

This agreement reflects the collective bargaining process that Peterborough Regional Health Centre and O.P.S.E.U. Local # 345 have developed for the purpose of maintaining and promoting a mutually beneficial relationship.

It promotes a joint working relationship by recognizing mutual respect and equality and the value of open communications for the purposes of ensuring responsible contract language, problem solving and creating a proactive environment.

It recognizes the value of this process pertaining to employment, working conditions, wages and benefits in order to promote the morale and wellness of all employees in the Bargaining Unit.

It encourages the efficiency in operations and supports the Peterborough Regional Health Centre's mission, vision and values.

It reflects our mutually agreed upon goal for excellent patient care within the communities of the region of Peterborough Regional Health Centre.

ARTICLE 1 - PURPOSE

1.01 The general purpose of this Agreement is to establish mutually satisfactory conditions of employment as set out herein, and to provide for the means of prompt settlement of Grievances and final settlement of disputes.

ARTICLE 2 - RECOGNITION

2.01 Bargaining Unit

The Peterborough Regional Health Centre recognizes the Ontario Public Service Employees Union as the sole and exclusive bargaining agent for all office and clerical employees employed by the Peterborough Regional Health Centre in the City of Peterborough, save and except:

Supervisors and persons above the rank of Supervisors, Secretary to the Executive Director/Board Secretary, Secretaries to Assistant Executive Directors, Secretary to Director of Community Mental Health, Special Assistant - Psychiatric Assessment Services for the Elderly, Librarians, Executive Secretary- Medical Affairs, all Employee Relations and Labour Relations staff, Information Systems Clerk, students employed during the school vacation period, persons covered by existing Collective Agreements.

2.02 Regular Part-Time, Temporary Part-Time and Temporary Full-Time Employees

Regular part-time employees, for the purpose of this Agreement, shall mean a person who regularly works less than the normal weekly hours as specified in this Agreement. The part-time complement of the Bargaining Unit shall at no time exceed that of the full-time

complement. Part-time employees hired to fill temporary full-time vacancies shall be counted as part of the full-time complement for the purposes of Article 2.02 only.

A temporary part-time employee, for the purposes of this Agreement, shall mean a person who is employed on a temporary basis and for a predetermined period of less than the normal weekly hours to a maximum period of *six* (6) calendar months. This shall be confirmed in writing prior to the commencement of employment. Notwithstanding the foregoing with regards to a temporary part-time employee, the *six* (6) calendar month period may be extended by mutual agreement between the parties.

A temporary full-time employee, for the purposes of this Agreement, shall mean a person who is employed on a temporary basis and for a predetermined period of the normal weekly hours to a maximum period of *six* (6) calendar months. This shall be confirmed in writing prior to the commencement of employment. Notwithstanding the foregoing with regards to a temporary full-time employee, the *six* (6) calendar month period may be extended by mutual agreement between the parties for a maximum of a further *six* (6) month period. (See also Article 10.01)

Notwithstanding the reference to the *six* (6) months above, temporary appointments for the purpose of replacing an employee on maternity or paternal leave shall be made for the length of the maternal or parental leave.

All regular part-time, temporary part-time and temporary full-time employees shall receive the rates of pay and employee benefits as provided in the appropriate sections of this Agreement.

The Health Centre agrees that no person shall be employed on a casual basis.

2.03 Work of the Bargaining Unit

Employees not covered by the terms of this Agreement will not perform duties normally assigned to those employees who are covered by this Agreement, except for the purposes of instruction, experimentation, or in emergencies when regular employees are not readily available, and provided that the performing of the aforementioned duties, in itself, does not reduce the hours of work or pay of any employee.

2.04 Contracting Out

- a) The Health Centre will not contract out any work usually performed by members of the bargaining unit if as a result of such contracting out a layoff or reduction in the regular hours of any employee in the bargaining unit occurs.
- b) Available work will be offered to existing employees rather than hiring temporary help.

- 2.05 a) Volunteers doing bargaining unit work **will** not be expanded from November 1992 onward.
- b) It is understood that volunteers currently performing work deemed to be that of the Bargaining Unit will be allowed to continue in that role until such time as layoffs/work reductions are deemed necessary by Management. It is agreed that prior to issuing any notices of layoff in areas where volunteers are performing such work, that volunteer participation in such work will be terminated so as to ensure that no O.P.S.E.U. staff members will be laid off while volunteers are performing work of the Bargaining Unit.

ARTICLE 3 - MANAGEMENT RIGHTS

- 3.01 The Union recognizes that the Management of the Health Centre and the direction of the working force are fixed exclusively in the Health Centre and shall remain solely with the Health Centre except as specifically limited by the express provisions of this Agreement. Without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Health Centre to:
- a) maintain order, discipline and efficiency;
- b) hire, discharge, direct, classify, transfer, promote, demote, assign employees to shifts, layoff and suspend or otherwise discipline employees for cause provided that a claim of discriminatory classification, promotion, demotion or transfer or a claim that an employee has been unjustly discharged or disciplined may be the subject of a grievance and dealt with in accordance with the grievance procedure;
- c) establish and enforce rules and regulations, policies, and practices to be observed by employees, provided that they are not unreasonable nor are inconsistent with the provisions of this Agreement;
- d) generally to manage and operate the Health Centre in all respects in accordance with its obligations and without restricting the generality of the foregoing, to determine kinds and locations of machines, equipment to be used, the allocation and number of employees required from time to time, the standards of performance for all employees and all other matters concerning the Health Centre's operations, not otherwise specifically dealt with elsewhere in this Agreement.
- 3.02 It is agreed that these rights shall not be exercised in a manner inconsistent with the express provisions of this Agreement.

ARTICLE 4 - NO DISCRIMINATION

- 4.01 The Health Centre and the Union agree that there **will** be no intimidation, discrimination, interference, restraint or coercion exercised or practised on employees of the Health Centre by either party or their representatives or members in matters affecting the terms

of the Agreement or because of an employee's membership or non-membership in the Union. The Union agrees that there will be no Union activity, solicitation for membership or collection of dues or meetings on the Health Centre's premises, except as expressly permitted by the Health Centre or as otherwise provided in the Collective Agreement.

ARTICLE 5 - NO STRIKES OR LOCKOUTS

5.01 The parties agree that there will be no strikes or lockouts during the duration of this Agreement.

ARTICLE 6 - CHECK-OFF OF UNION DUES

6.01 *All* Bargaining Unit employees **will** be required to pay regular monthly union dues, or an amount equivalent thereto, to the Union. Upon hire, all employees will sign an authorization card to allow for such deduction. The amounts so deducted will be remitted to the Secretary-Treasurer, O.P.S.E.U., 100 Lesmill Road, North York, Ontario, M3B 3P8, before the 15th day of the month following the month in which the deductions were made, accompanied by a list of the names, S.I.N.'s classifications and addresses of employees from whose wages the deductions have been made. A copy of this list will be supplied by the Health Centre to the Secretary of Local # 345, O.P.S.E.U.

6.02 The Union and its membership agree to hold the Health Centre completely harmless with respect to all dues, or amounts equivalent thereto, so deducted and remitted.

6.03 In order that the Health Centre may have definite instructions as to the amount to be deducted for the above purpose, it is agreed that the Union shall promptly inform the Health Centre in writing, over the signature of the Secretary-Treasurer, of the amount of the deduction to be made by the Health Centre for regular monthly union dues in accordance with the foregoing and the Health Centre shall have the right to continue to rely on such written notification until it receives other written notification from the Union signed with the same formality. The Union notification to the Health Centre shall be forwarded one (1) month prior to any change in the amount(s) of such union dues becoming effective.

ARTICLE 7 - UNION OFFICERS & COMMITTEES

7.01 Officers of the Union

The Health Centre acknowledges the right of the Union to appoint or otherwise select officers. The Union agrees to supply the Health Centre in writing with the names of officers, committee members and stewards and of any changes thereto when they occur.

7.02 Negotiating Committee

The Health Centre acknowledges the right of the Union to appoint or otherwise select a Negotiating Committee of not more than five (5) employees. No more than one (1) employee from any one (1) functional work unit shall be on said committee. The Health Centre agrees to recognize and deal with the said committee with respect to any matter which properly arises from time to time.

7.03 Grievance Committee

The Health Centre acknowledges the right of the Union to appoint or otherwise select a Grievance Committee of not more than three (3) employees including the Chief Steward.

The Health Centre agrees to forward to the Chief Steward of the Local a copy of any letter of reprimand, discipline or dismissal given to any employee covered by this Collective Agreement. Any such letter and other relevant documentation excluding performance appraisals shall be removed from the employee's Employee Relations file after a period of two (2) years provided that the employee's record has been discipline free for such two (2) year period.

7.04 The Union acknowledges that members of committees or officers, as provided for above, if employees of the Health Centre, shall continue to perform their regular duties on behalf of the Health Centre and shall not leave their regular duties without the permission of their supervisors. Permission shall not be unreasonably withheld.

7.05 In accordance with this understanding, such employees shall be compensated by the Health Centre at their regular rate of pay for such time as may be spent in meetings with Management Personnel and/or union members, at the Health Centre, concerning Union/Management relations matters. Employees shall be compensated by the Health Centre at their regular rate of pay for such time spent in collective bargaining up to and including the conciliation stage.

It is understood that if the representative or the member of the Grievance Committee does not conform to the accepted practice in dealing with grievances or if an excessive amount of time is required for dealing with such matters, the Health Centre will deal with the matter in accordance with the provisions of Article 8.05.

7.06 Assistance of the Union

The committees and the officers as provided for above, may have the assistance, at the discretion of the Union, of representatives, or of other employees or officers of the Provincial Union.

7.07 Qualification of Members of Committees

It is mutually agreed that a new employee **will** not be eligible to serve as a member of the Negotiating or Grievance Committee until after she has completed the probationary period.

7.08 Labour Management Committee

Establishment of Committee:

A Labour Management Committee shall be established consisting of four (4) representatives of the Union, and four (4) representatives of the Health Centre. The Committee shall enjoy the full support of both parties in the interests of maximum service to the public. The Union may request the attendance of Staff Representative **as** necessary.

Meetings of the Labour-Management Committee shall be held during normal working hours. Time spent attending such meetings shall be deemed to be work time for which the representative(s) shall be paid by the Health Centre at his or her regular or premium rate as may be applicable.

Each party shall appoint a co-chair for the Labour-Management Committee. Co-chairs shall chair alternative meetings of the Committee and will be jointly responsible for establishing the agenda of the Committee meetings, preparing minutes and writing such correspondence as the Committee may direct.

Function of Committee:

The Committee shall concern itself with the following general matters:

- 1) Considering constructive criticisms of all activities so that better relations shall exist between the Health Centre and the employees.
- 2) Increasing operating efficiency.
- 3) Reviewing suggestions from employees, questions of working conditions and service (but not grievances concerned with service).
- 4) Correcting conditions **making** for grievances and misunderstandings.

7.09 Union Office

On or before April 1, 1994 the local union will be provided with adequate office space on the Health Centre premises, together with a dedicated phone line and access to office equipment.

7.10 Leaves for Union Officials

(a) Employer Paid Leave

For the purposes of conducting the internal affairs of the union, for preparation of meetings and, on occasion, for joint initiatives by the Health Centre and the Union, the employer agrees to provide fifty-two (52) days per fiscal year (390 hours at 7.5 hours per day) paid union leave to the President or her/his designate.

The hours will be assigned on a pre-determined day of the week mutually agreed between the President and her/his Supervisor.

(b) Union Paid Leave

The Health Centre and Union agree that the Union will be able to purchase up to a maximum of three hundred and ninety (390) hours for Union Officials paid time, for the purposes of conducting the internal affairs of the Union, for preparation of meetings and, on occasion, for joint initiatives by the Health Centre and the Union.

Except in an emergency, such a request is to be submitted to the Supervisor, at least twenty (20) calendar days in advance. Such requests will not be unreasonably denied.

The above mentioned hours in Article 7.10 (a) and (b) cannot be carried over from year to year. A year refers to the Health Centre's fiscal year.

The aforementioned leaves are in addition to those leaves mentioned in Article 11.02 (a).

ARTICLE 8 – ISSUES AND GRIEVANCES

8.01 Given that it is the mutual desire of the parties to ensure that if employee's have issues regarding the application, interpretation or administration of this Collective Agreement be adjusted as quickly as possible and that the parties have agreed that an employee has no grievance until the manager has had the opportunity to adjust the issue, the parties agree that:

- a) All efforts will be made to encourage employees to discuss their issues verbally, with the appropriate manager, within ten (10) days after the circumstances giving rise to it have occurred or ought reasonably to have come to the attention of the employee. The manager will respond to the issue within ten (10) days.
- b) A grievance may be filed with the CEO or designate within five (5) days of receiving the response and if the response is not acceptable to the employee or if no response is provided within the specified time period.

The parties shall convene a meeting to hear the grievance within fifteen (15) **days**. A response shall be issued within five (5) days of the meeting. Either party then has five (5) days to refer the matter to arbitration should the response not be acceptable.

- c) The parties may, by mutual consent expressed in writing, extend any of the time limits set out in the grievance procedure. In calculating the time limits, days off, Saturdays, Sundays or paid holidays shall not be counted.
- d) In the event an employee is required to attend a meeting with her manager which is of a disciplinary nature, the employee shall have the right to be accompanied by a Union Steward.

8.02 Arbitration

- a) The party giving notice shall, at the same time, designate to the other party its nominee to a Board of Arbitration. Within seven (7) days after the receipt of such notice, the party to whom it is directed shall likewise advise the notifying party of its nominee. If the party receiving notice fails to appoint an arbitrator within seven (7) **days**, the appointment shall be made by the Minister of Labour.
- b) The **nominees** of the parties shall thereupon confer in an attempt to agree upon a Chairman. If they have not so agreed within seven (7) days of the appointment of the last of them, the Ministry of Labour of Ontario shall be asked to name an impartial Chairman.
- c) The decision of this Arbitration Board shall be final and binding upon the parties. In the absence of a unanimous decision, the majority decision shall be accepted as the decision of the Board, and in the absence of a majority decision, the decision of the Chairman shall be accepted as the decision of the Board.
- d) An Arbitration Board is not authorized to alter, modify, amend or add to any part of this Agreement.
- e) No person may be appointed as an Arbitrator who has been involved in any attempt to negotiate or settle the Grievance.
- f) Each party shall be responsible for the expenses of its nominee and an equal share of the fees and expenses of the Chairman.
- g) The conferring parties may have the assistance of the employee or employees concerned and any necessary witnesses, and all reasonable arrangements will be made to permit the conferring parties to have access to work areas to view operations and to confer with the necessary witnesses.
- h) Notwithstanding the provisions of the foregoing sections, either party may request the assistance of mediation in resolving the grievance by notifying the other party in

writing. Within seven (7) days of receipt of such notification, the party to whom it is directed shall confirm their agreement to mediation. The parties shall agree on a mediation officer and the costs of such service shall be equally shared.

- i) Notwithstanding the provisions of the foregoing sections (a) to (g) inclusive, either party may avail themselves of the provisions of the appropriate section of the Ontario Labour Relations Act regarding the appointment of a single arbitrator.

8.03 Mediation/ Arbitration

Notwithstanding the Arbitration provisions set out in Article 8.02, the parties may agree to refer any grievance on a case by case basis to Mediation/ Arbitration pursuant to Section 50 of the Ontario Labour Relations Act.

8.04 Special Grievances

- a) Employees shall be discharged only for just cause. A claim by an employee that he has been discharged without just cause shall be treated as a grievance if a written statement of such grievance is lodged with the CEO or his designate, within three (3) working days of discharge.
- b) Such special grievances may be settled by confirming the Health Centre's action in dismissing the employee, or by reinstating the employee with full compensation for time lost, or by any other arrangement which is just and equitable in the opinion of the conferring parties or the Board of Arbitration if the matter is submitted to a Board.

8.05 Management and Policy Grievances

An issue or grievance arising directly between the Health Centre and the Union concerning the interpretation, application or alleged violation of the collective agreement shall be filed:

- a) in the case of a management grievance by the Health Centre to the Bargaining Unit President or designate within ten (10) days following the circumstances giving rise to the grievance; or
- b) in the case of a grievance filed by the Union to the CEO or designate within ten (10) days following the circumstances giving rise to the grievance.

8.06 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 identifying each employee who is grieving to the CEO or designate within ten (10) days after the circumstances giving rise to the grievance have occurred or ought reasonably to have come to the attention of the employee(s).

8.07 Classification Grievance and Arbitration Procedure

- a) When informal discussions as outlined in Article 19.03 have failed to achieve agreement, a grievance may be filed in accordance with the above grievance procedure stating that the incumbent's position is incorrectly classified. All job descriptions and other relevant information exchanged by the parties under Article 19.03 shall be submitted with the grievance. Within ten (10) days of submitting the classification grievance, the parties shall meet with the CEO or designate of the Health Centre to present their proposed rate(s) of pay and rationale. Failing a satisfactory settlement, the grievance may be submitted to arbitration.
- b) The Board of Arbitration or Classification Arbitrator shall determine the rate of pay of the employee(s) or positions and render a decision consistent with and in relation to the internal equities established by the agreed job evaluation banding system.
- c) Expedited Arbitration for Classification Grievances

If the Health Centre or grievor requests that a classification grievance be submitted to arbitration, it shall proceed as herein provided.

- i) Any matter so referred to arbitration, including any question as to whether the matter is arbitrable pursuant to this process, shall be heard by a sole Arbitrator. The Arbitrator shall be selected by the parties from a list agreed to by them or, failing agreement, by a lot from the agreed-on list, within ten (10) days of the referral to arbitration. The list agreed to by the parties is as follows:

Jane Emrich
Murray Lapp

Jane Devlin

- ii) A single Arbitrator appointed under this expedited procedure shall commence to hear the matter referred within twenty-one (21) working days of his/her appointment whenever possible, and shall issue a brief written notice of his/her decision within fourteen (14) working days of the hearing. Copies of the decision will be sent to the Union and the Health Centre.
- iii) The following information shall be received by the Arbitrator no less than seven (7) calendar days prior to the hearing:
 - e a job description provided by the Health Centre
 - e a completed Pay Equity/Job Fact Questionnaire
 - e a brief written submission by the Union describing the grievance and referencing the appropriate sections of the job description and the Pay Equity/Job Fact Questionnaire
 - e a brief written submission by the Health Centre

The parties shall deliver their written submissions to the other party at the same time that they are forwarded to the Arbitrator. No written submission or materials other than that which would legitimately be raised as reply evidence, can be considered at the hearing that have not been provided by the parties in conformity with the process set out in this article.

- iv) The parties agree that the process shall be **as** informal **as** practical. One person from each side will be designated as the spokesperson. The Arbitrator may **ask** questions of any of the Union or Management representatives present. The spokesperson for each party may give a summary statement normally not exceeding fifteen (15) minutes at the conclusion of the question period.
- v) The parties shall share equally the fees and expenses of the Arbitrator.
- vi) Time limits provided for in this article may be varied or extended by specific written agreement of the parties in any particular proceeding.
- vii) The Board of Arbitration or Classification Arbitrator shall not have jurisdiction to amend the job evaluation plan.
- viii) The classification arbitration award shall be binding on the parties to this Agreement and any employees involved.

ARTICLE 9 - SENIORITY/JOB SECURITY

9.01 Seniority is defined as the length of service in the bargaining unit with the Health Centre, except **as** provided in Article 9.04, for the purposes of determining preference or priority for promotions, transfers, demotions, layoffs and recall, regardless of the department or classification an employee may have been in from time to time.

A part-time employee cannot accrue more than 1725 hours of seniority and service in a twelve (12) month period which shall be defined **as** the calendar year.

Temporary part-time and full-time employee's hours of work shall be credited toward their seniority once they have successfully completed their probationary period pursuant to Article 9.03 providing there has been no termination of their employment prior to being awarded a permanent position.

It is understood that a temporary employee's hours of service will only be credited toward seniority, once she/he becomes permanent, if there is no break in his/her employment between the temporary and the permanent positions.

An employee while off on sick leave (short-term disability including the EI portion and long-term disability) or W.S.I.B. **will** continue to accrue seniority for the duration of the leave. Service for the purposes of vacation and salary progression and other benefits will

be retained but **will** not accumulate during the period of the leave. The terms of Article 11.04 will not apply in this circumstance.

9.02 Seniority Lists

- (a) The Health Centre shall prepare and maintain seniority lists (full-time and part-time) which shall be posted in January of each year. A copy of the seniority lists shall be made available to the Local President.
- (b) The Health Centre agrees to supply the union with part-time/full-time hours utilization by department, at the time specified for the posting of seniority lists. The Health Centre further agrees to supply the Union, upon request, with other information that is reasonably related to utilization. The parties may discuss part-time/full-time utilization through the Labour Management Committee. The Health Centre agrees to consider Union proposals for alternate distribution of hours between part-time and full-time. The Union recognizes the Health Centre's right to determine such utilization subject to the provisions of the Collective Agreement.

9.03 Probation

A new full-time employee shall be on probation until she has worked for a period of three (3) months. The Health Centre may, at its discretion, extend the probationary period up to an additional three (3) months, in which case the employee and the Union shall be advised of the extension at or prior to the end of the initial three (3) months at which time the employee shall also be advised of the reasons therefore.

A new part-time employee shall be on probation until she has worked for a period of four hundred and ninety (490) hours of accumulated service or ~~six~~ (6) consecutive months, whichever comes first, with no extension of this probationary period.

If retained after the probationary period, such employee's seniority will commence from the day she commenced work

No grievance will be filed or entertained as to the discharge of a new employee who has not completed her probationary period.

9.04 Supervisory Positions

The appointment or selection of employees for supervisory positions, or for any other position not subject to this Agreement, is not governed by this Agreement, but **if** any employee is so transferred or appointed and later is transferred back to a position which is governed by this Agreement within a period of **up to six** (6) months from the appointment to the supervisory position, then the seniority which she has accumulated in such supervisory position or any other position shall be counted as service in the position governed by this Agreement. (See also 19.07)

9.05 Seniority Applied to Layoffs and Recalls

- a) Layoff of employees shall be made on the basis of the seniority lists provided that the employees who are entitled to remain on the basis of seniority are willing and qualified to do the work which is available. When recalling employees who have been laid off, the recall will also be made on the basis of seniority, qualifications and ability to do the work. Employees re-engaged on the basis of such recall shall be credited with their seniority as of the date of layoff and shall not accumulate seniority during the period of layoff.
- b) An employee recalled to a position which is not that from which they were laid off, shall have the right to refuse the recall. The employee must respond to any subsequent recall in accordance with Article 9.05 (c).
- c) An employee recalled to a position shall notify the Health Centre within ten (10) days of receiving the notice, that she intends to accept or decline the recall. An employee accepting such a recall shall report for work no later than thirty (30) days from notice of recall or on the first scheduled day of work, whichever is later.
- d) No full-time employee within the Bargaining Unit shall be laid off by reason of his/her duties being assigned to one or more part-time employees.

9.06 Labour Management Committee Mandate

- a) Identify and propose possible alternatives to the proposed layoff(s) or elimination of position(s), including, but not limited to, identifying work which would otherwise be bargaining unit work and is currently work contracted-out by the Health Centre which could be performed by bargaining unit employees who are or would otherwise be laid off;
- b) Identify vacant positions in the Health Centre or positions which are currently filled but which will become vacant within a twelve (12) month period and which are either:
 - within the Bargaining Unit; or
 - within another O.P.S.E.U. Bargaining Unit; or
 - not covered by a collective agreement
- c) Identify the retraining needs of workers and facilitate such training for workers who are, or would otherwise be laid off.

- d) The Health Centre will award vacant positions to employees who are, or would otherwise be laid off, in order of seniority if, with the benefit of up to **six (6)** months retraining, the employee has become able to meet the normal requirements of the job. Such a placement would take precedence over the job posting procedure.
- e) Any dispute relating to the foregoing procedures may be filed as a grievance commencing at the grievance meeting stage.
- f) Alternatives

The Labour-Management Committee, or where there is no consensus, the committee members shall propose alternatives to cutbacks in staffing to the Health Centre's Chief Executive Officer and to the Board of Governors.

At the time of submitting any plan concerning rationalization of services and involving the elimination of any position(s) or any layoff(s) to the District Health Council or to the Ministry of Health, the Health Centre shall provide a copy, together with accompanying documentation, to the Union.

- g) Disclosure and Approval Process

The Health Centre shall provide to the Labour-Management Committee all pertinent staffing and financial information.

Any action considered through the annual budgetary planning of the Employer must be ~~taken~~ through the following process:

- 1.1 Discussions with the affected departments and senior management. A recommendation is approved by the senior management team.
- 1.2 Senior team recommendation is presented to Fiscal Advisory Committee for review.
- 1.3 Recommendation from the Fiscal Advisory Committee and senior management presented to the Board of Governors for approval.

Once approved by the Board of Governors, actions must also be submitted to the District Health Council and the Ministry of Health. However, following the Board of Governors approval, a layoff process can begin immediately.

As soon as possible following the Board approval, the Employer representatives will meet with the Union, using the relevant articles of the agreement, and inform the Union of the intended actions.

9.07 Notice of Permanent or Long Term Layoff – Refer to Appendix Q & U

In the event of a proposed layoff at the Health Centre of a permanent or long term nature or the elimination of a position within the Bargaining Unit, the Health Centre shall:

- a) provide the Union with no less than *six* (6) months written notice of the proposed layoff or elimination of position; and
- b) provide to the affected employee(s), if any, no less than *six* (6) months' written notice of layoff, or pay in lieu thereof.

Note: Where a proposed layoff results in the subsequent displacement of any member(s) of the Bargaining Unit, the original notice to the Union provided in (a) above shall be considered notice to the Union of any subsequent layoff.

- c) Meet with the Union through the Labour-Management Committee, which shall also carry out the mandate of a redeployment committee.
- d) No disclosure about layoffs until individual is notified.

9.08 Notice of Short-term Planned or Unplanned Lay-off – Refer to Appendix R S & T

An employee who is subject to layoff other than a layoff of a permanent or long term nature shall have the right to accept the layoff or opt to work utilizing the Extra Hours List, and/or the Flow Chart Appendices.

9.09 Layoff Rights and Entitlements

a) Early Retirement Procedures

- 1.1 Prior to issuing notice of permanent or long-term lay-off pursuant to Article 9.07 and if there are more notices of layoff than there are redeployment vacancies identified, the Health Centre will offer early retirement to a sufficient number of employees eligible under HOOPP in order of seniority, to a maximum of the difference in these two numbers. For example, if there are 8 notices of layoff and 6 redeployment vacancies, then Early Retirement **will** only be offered to **2** employees.
- 1.2 Employees offered early retirement **will** have **14** calendar days to advise the Human Resources Department, in writing and delivered by hand, of their decision.
- 1.3 An employee who elects an early retirement option shall receive, following completion of the last day of work, a retirement allowance of two weeks' salary for each year of service, plus a pro-rated amount for any additional partial year

of service, to a maximum ceiling of twenty-six (26) weeks' salary, and, in addition, full-time employees shall receive a single lump sum payment equivalent to \$1,000 for each year less than age 65 to a maximum of \$5,000 upon retirement.

- 1.4 The Health Centre will provide equivalent coverage to all full-time employees who retire early and have not yet reached age 65 and who are in receipt of the Health Centre's pension plan benefits on the same basis as is provided to active employees for semi-private, extended health care and dental benefits. The Health Centre will contribute the same portion towards the billed premiums of these benefits plans as is currently contributed by the Health Centre to the billed premiums of active employees.
- 1.5 The early retired employee will be responsible for payment of his or her portion of the billed premium on a monthly basis.

b) Communication Process - Refer to Appendix Q

- 1.1 The Employer determines who is the most junior employee in the affected department.
- 1.2 The Employer **will** meet with the affected employees, with Union representation. The Union will be provided with copies of the letters presented to the affected employees.

If more than two individuals in a single department are affected, the Employer will meet with all affected staff. In all cases, Union representatives will be in attendance.

- 1.3 (i) The Employer will explain the reasons, the rights, choices and the process to all affected employees. This will include providing each affected employee with a seniority list highlighting that employee's name and a list of any redeployment vacancies.
- (ii) Communication to all managers, informing them of the lay-off will occur simultaneous to the notice to the employee (Refer to Appendix Q). Managers will be requested to meet with all affected staff and inform them of the lay-off.
- 1.4 (i) For the purposes of ranking only, seniority lists will be frozen on the date of issuance (to the closest end of a pay period) of notice of layoff. This "freezing" of the seniority lists will take place at the issuance of the original layoffs and will be in force until all redeployment and/or bumping has taken place.

Postings **will** be frozen effective the date of lay-off for either full-time

or part-time, depending on the lay-off.

- 1.5 Each employee is to be given seven (7) calendar days to **make** the decision as to choose either the bumping process or the redeployment process. Once that decision is confirmed in writing by the employee, that decision is considered final.

c) Choices

An employee in receipt of notice of layoff pursuant to 9.07 and 9.08 **may**:

- accept the layoff, or
- opt to receive a separation allowance as outlined in Article 9.12; or
- opt to retire, if eligible under the terms of the Hospitals of Ontario Pension Plan (HOOPP) **as** outlined in Article 17.04; or
- displace another employee who has lesser bargaining unit seniority pursuant to the bumping procedure set forth in Article 9.09 (e). An employee so displaced shall be deemed to have been laid off and shall be entitled to notice in accordance with Article 9.07 and 9.08. An employee who chooses to exercise the right to displace another employee with lesser seniority shall advise the Health Centre of his or her intention to do so and the position claimed within seven (7) calendar **days** after receiving the notice of layoff.
- Redeploy to a vacant position pursuant to the redeployment procedure set forth in Article 9.09 (f).

d) Time Frames

- 1.1 The following process in respect to time frames and entitlements **will** be used. However, nothing contained herein reduces / eliminates any rights contained in the current Collective Agreement.
- 1.2 Where possible, layoffs will be batched together; and
- 1.3 If there are more notices of layoff than there are redeployment vacancies identified, then early retirement offers **will** be made to a maximum of the difference in those two numbers. For example, **if** there are 8 notices of layoff and 6 redeployment vacancies, then Early Retirement **will** only be offered to 2 employees. During the first seven (7) calendar **days** of the employer commencing the process of reducing staffing levels, they will, in accordance with Article 9.09 (a) offer early retirements to such eligible employees. These employees offered will have 14 calendar days to advise the

Employee Relations Department, in writing and delivered by hand, of their decision; and,

- 1.4 During the next seven (7) calendar days, the layoff notices will be issued, subject to being rescinded based on the results of 1.3 above; and,
- 1.5 Following the time frames established in 1.2, 1.3 and 1.4 above, the bumping/redeployment process will begin. It is agreed that employees who have selected the redeployment process, in order of seniority can be redeployed to any vacancy if the employee is minimally qualified to perform the job. Therefore redeployment to a higher rated position is possible.
- 1.6 It is further agreed that the joint committee as provided in Article 9.06 will ensure that all rights provided by Article 9 will be applied.

e) Bumping Procedures

If the employee has selected the bumping process, then they will sign a standard form indicating choice of position. The selection criteria will be based on the following:

- 1.1 The employee must have greater seniority than anyone they choose to bump.
- 1.2 The employee must possess minimal qualifications to perform the selected position.
- 1.3 The employee must select the department/unit where they wish to bump to.
- 1.4 The employee must then select the position/classification they wish to bump to.
- 1.5 If there is more than one incumbent in that position/classification, then the most junior employee in that position/classification will be bumped.
- 1.6 Each subsequent bump will be dealt with in the same manner as 9.09 b) 1.5 and 9.09 e).
- 1.7 Failure to inform the Employer of the choice within the prescribed time limits will be considered acceptance of voluntary layoff. (This may result in a delay of E.I. benefits by as much as eight weeks. It is the responsibility of the individual to check with E.I. re benefits.).
- 1.8 It is further agreed that in accordance with the collective agreement, full-time and part-time employees have separate seniority rights and therefore cannot displace each other.

f) Redeployment Procedures

If the employee has selected the redeployment procedure, then they will sign a standard form indicating choice of position from the vacancy list provided. The selection criteria will be based on the following:

- 1.1 Employee must possess the **minimal** qualifications to perform the vacant position.
- 1.2 The employee must select the department and unit where they will be redeployed to.
- 1.3 The employee must select the position and classification they wish to be redeployed to.
- 1.4 The vacant positions will be awarded in order of seniority of those who are minimally qualified to perform the vacant position.
- 1.5 It is further agreed that in accordance with the collective agreement, full-time and part-time employees have separate seniority rights and therefore cannot redeploy each other.

9.10 Recall

- a) An employee shall have opportunity of recall from a layoff to an available opening, in order of seniority, provided he or she has the ability to perform the work before such opening is filled on a regular basis under a job posting procedure. When recalling employees who have been laid off, the recall will also be made on the basis of seniority, qualifications and ability to do the work.
- b) A laid off employee, who has been recalled, shall have the privilege of returning to the position she held prior to layoff should it become vacant within *six (6)* months of being laid off. In accordance with Article 9.15 (c), a laid off employee shall have the right to a position which becomes vacant within twenty-four (**24**) months of her effective date of layoff, subject to her being qualified and able to do the work
- c) No new employees shall be hired until all those laid off have been given ~~an~~ opportunity to return to work and have failed to do so, in accordance with the loss of seniority provision, or have been found unable to perform the work available.
- d) The Health Centre shall notify the employee of recall opportunity by registered mail, addressed to the last address on record with the Health Centre (which notification shall be deemed to be received on the second day following the date of mailing). 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. The employee is

solely responsible for **his** or her proper address being on record with the Health Centre.

- e) Employees on layoff shall be given preference for temporary vacancies which are expected to exceed ten (10) working days. An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on layoff.
- f) An employee recalled to a position which is not that from which they were laid off, shall have the right to refuse the recall. The employee must respond to any subsequent recall in accordance with Article 9.05 (c).
- g) An employee recalled to a position shall notify the Health Centre within ten (10) days of receiving the notice, that she intends to accept or decline the recall. An employee accepting such a recall shall report for work no later than thirty (30) days from notice of recall or on the first scheduled day of work, whichever is later.

9.11 Retraining

a) Retraining for Positions within the Health Centre

Where, with the benefit of retraining of up to *six* (6) months, an employee who has either accepted the layoff or who is unable to displace any other employee could be redeployed to a Health Centre position identified by the Labour-Management Committee in accordance with Article 9.07 and 9.08:

- Opportunities to fill vacant positions identified by the Health Centre Labour-Management Committee through retraining shall be offered to employees who apply **and** would qualify for the position with the available retraining in order of their seniority until the list of any such opportunities is exhausted.

Opportunities to fill vacancies outside of O.P.S.E.U. bargaining units may be offered by the Health Centre in its' discretion.

- The Health Centre and the Union will cooperate so that employees who have received notice of permanent layoff and been approved for retraining in order to prevent a layoff will have their work schedules adjusted in order to enable them to participate in the retraining, and scheduling and seniority requirements may by mutual agreement be waived. The Union-Management Cooperation Committee will seek the assistance of the Hospital Sector Training and Adjustment Panel (HSTAP), or in the alternative, its replacement, if any, to cover the cost of tuition, books and any travel.
- Apart from any on-the-job training offered by the Health Centre, any employee subject to layoff who may require a leave of absence to undertake retraining in

accordance with the foregoing shall be granted an unpaid leave of absence which shall not exceed *six* (6) months.

- Laid off employees who are approved for retraining in order to qualify for a vacant position within the Health Centre will continue to receive insured benefits.

b) Placement

Upon successful completion of **his** or her training period, the Health Centre and the Union undertake to waive any restrictions which might otherwise apply, and the employee **will** be placed in the job identified in 9.11.

An employee subject to layoff who applies but later declines to accept a retraining offer or fails to complete the training will remain subject to layoff.

9.12 Separation Allowances

- a) Where an employee resigns within one month (30 **days**) after receiving notice of layoff pursuant to Article 9.07 and 9.08 that his or her position **will** be eliminated, he or she shall be entitled to a separation allowance of two (2) weeks' salary for each year of continuous service to a maximum of twelve (12) weeks' pay, and, on production of receipts from an approved educational program, within twelve (12) months of resignation, may be reimbursed for tuition fees up to a maximum of three thousand (\$3,000) dollars.
- b) Where an employee resigns later than one (1) month after receiving notice pursuant to Article 9.07 and 9.08 that his or her position **will** be eliminated, he or she 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, may be reimbursed for tuition fees up to a maximum of one thousand two hundred and fifty (\$1,250) dollars.

9.13 Benefits on Layoff

In the event of a layoff of an employee, the Health Centre shall pay its share of insured benefits premiums for the duration of the *six* (6) month notices period provided for in Article 9.07 (b) and 9.08.

9.14 Contracting In

Further to Article 9.07 and 9.08, the parties agree that the Labour-Management Committee will immediately undertake a review of any existing sub-contract work which would otherwise be bargaining unit work and which may be subject to expiry and open for re-negotiation within *six* (6) months with a view to assessing the practicality and cost-effectiveness of having such work performed within the Health Centre by members of the Bargaining Unit.

9.15 Loss of Seniority

Seniority rights and an employee's employment shall be terminated if:

- a) she leaves of her own accord;
- b) she is discharged and such disadvantage is not reversed through the grievance procedure
- c) she is laid off continuously for a period greater than twenty-four (24) months;
- d) she fails to return to work within thirty (30) calendar days of receipt of a notice of recall which shall be addressed by the Health Centre to her last address on record with the Employee Relations Department and sent by registered mail;
- e) she fails to return to work upon the expiry of an approved leave of absence, unless such is not reasonably possible;
- f) the Health Centre will observe the terms of the Ontario Human Rights Code in any action involving termination.

9.16 Transfer of Seniority

For the application of seniority for the purposes of promotion, demotion, transfer, lay-off and recall and service (including meeting any waiting period or other entitlement requirements) for the purposes of vacation entitlement, HOODIP, health and welfare benefit plans, and wage progression:

- a) an employee whose status is changed from full-time to part-time shall receive credit for her full seniority and service on the basis of 1725 hours worked for each year of full-time seniority or service.
- b) an employee whose status is changed from part-time to full-time shall receive credit for her full seniority and service on the basis of one year of seniority and service for each 1725 hours worked.

9.17 Hospital Rationalization

The current provisions for rationalization as reflected in the Haliburton, Kawartha and Pine Ridge Human Resources Adjustment Plan renewed on December 24, 2001 form part of this Collective Agreement and the Health Centre agrees to be governed by these guidelines.

ARTICLE 10 - PROMOTIONS AND STAFF CHANGES

10.01 Job Postings

When a vacancy occurs or a new position is created, other than a temporary vacancy of *sixty* (60) calendar days or less, which is within the scope of this Bargaining Unit, the Health Centre shall provide the requisite bulletin board space such that any and all postings are clearly visible for a minimum of seven (7) calendar days, so that all employees will know of the vacancy or new position. Such notice will remain posted until sixteen hundred hours (1600) on the seventh day. Applications for such position will be received in writing by the Employee Relations Department. It is understood and agreed that such temporary vacancies will be offered to present part-time qualified employees on a priority basis.

Vacancies shall be posted within fifteen (15) calendar **days** of the termination of the current incumbent and/or the creation of a new position and shall be filled within forty-five (45) days following the first day of the posting as described above.

If the employer intends not to fill a position or is not able to meet the time lines in paragraph 2 above, the employer shall advise the union of the reasons.

In cases of a temporary vacancy lasting more than *sixty* (60) days and up to *six* (6) months to replace an employee on approved sick leave of absence, absence due to W.S.I.B. disability, sick leave, long term disability or to perform a special non-recurring task, only the initial temporary vacancy need be posted and any resulting temporary vacancy will not require posting. Extensions of temporary positions, including vacancies not expected to exceed *sixty* (60) calendar days, must be requested from the Bargaining Unit President and will not be unreasonably withheld.

The President of the Union shall be notified in writing within five (5) days of the commencement of such assignment regarding the name of the employee and the expected duration. A copy of the Health Centre's Personnel Action Form detailing the name of the appointee and the ~~terms~~ of the appointment shall satisfy the obligation to provide notice.

Any temporary position greater than twelve (12) months duration shall be posted as a permanent position save and except vacancies resulting from the absence of an injured or disabled worker, (e.g. an employee on Long Term Disability or in receipt of WSIB). A posting for a vacancy resulting from an employee who is injured or disabled will clearly state that should the permanent incumbent return to work, the employee who filled the incumbent's position will be laid off in accordance with the Collective Agreement.

An employee in a temporary position may apply, with the effect of leaving their current temporary position, for another temporary position only in the last thirty (30) **days** of their current temporary position.

A temporary employee, for the purpose of applying for a temporary or a permanent position, must be actively employed on the day the position is posted. In the event there

are no permanent employees competing for a position, or deemed not minimally qualified, and two or more temporary employees are deemed minimally qualified, the temporary employee with the greatest number of working hours will be awarded the position. It is further understood in the event there is a permanent employee and a temporary employee and they are both minimally qualified, the permanent employee will be awarded the position.

10.02 Information in Postings

Such notice shall contain the following information: nature of position, qualifications consistent with the job description, required knowledge and education, skills, approximate number of hours of work, wage or salary rate or range. Such qualifications may not be established in an arbitrary or discriminatory manner. In addition, all postings shall contain the following advisement:

While the Health Centre appreciates your expression of interest in this position(s), only those applicants selected for an interview will be notified.

- 10.03 a) Present employees will be given preference and priority in consideration of applications for any vacancy or new positions. Successful applicants need not be considered for other vacancies within a *six (6)* month period unless an opportunity arises which allows the employee to change her permanent part-time or permanent full-time status.

b) Promotions and Staff Chances

An employee may **make** a written request for transfer by advising the Health Centre and filing a Request for Transfer form indicating her name, qualifications, experience, present area of assignment, and requested area of assignment. A separate Request for Transfer form shall be completed for each area of assignment. A Request for Transfer shall become active as of the date it is received by the Health Centre and shall remain so until December 31 following. Such requests will be considered as applications for posted vacancies and subsequent vacancies created by the filling of a posted vacancy.

At the time of submitting such request for transfer, an employee may elect to pre-qualify for the requested position by way of taking any required tests.

10.04 a) Role of Seniority in Promotions and Transfers

Promotions to classifications with higher pay or transfers to other positions in the same or equivalent classification within the Bargaining Unit **will** be based on skills, ability, experience and qualifications. In the event two (**2**) or more persons possess the minimal level of skills, ability, experience and qualifications, the most senior will be awarded the position.

b) Seniority Trial Period

The successful applicant shall be placed on trial for a period of thirty (30) calendar days. It is agreed that this period may be extended by a further period the length of which shall be mutually agreed to between the employee and the Health Centre provided that such further period shall not exceed thirty (30) calendar days. Conditional upon satisfactory service the employee shall be declared permanent after the period of thirty (30) calendar days, or such further period to which the parties have agreed. Where an employee and the Health Centre have agreed to an extended trial period, the Union shall be notified of the fact. In the event the successful applicant, in the opinion of the Health Centre, is unable to satisfactorily perform all the duties and responsibilities of the new job, or the employee elects to return to her former job, she shall be returned to her former position without loss of seniority, at the wage or salary rate of her former position. Any other employee promoted or transferred because of the re-arrangement of positions shall also be returned to her former position without loss of seniority, at the wage or salary rate of her former position.

10.05 Notification to Employees and Local Union President

Within seven (7) calendar days of the date of appointment to a vacant position the successful applicant shall be notified and this name shall be added to the job posting which **will** remain posted for a further period of seven (7) calendar days. The unsuccessful applicants **will** be so notified individually. The Local Union President shall be notified of all layoffs, recalls and terminations of employment.

10.06 Any unsuccessful applicant may request a meeting with the hiring manager, or designate, to discuss the reasons why they were not the successful applicant.

ARTICLE 11 - LEAVE OF ABSENCE

11.01 The Health Centre may grant a leave of absence with or without pay, without loss of seniority and without loss of occupational classification to an employee who requests such leave for good and sufficient cause. Except in **an** emergency, such a request is to be submitted to the Department Head at least twenty (20) calendar days in advance.

- 11.02 a) Leave of absence without pay and without loss of seniority may be granted, upon written request to the Health Centre, to employees who in the opinion of the Health Centre are readily replaceable and who are elected or appointed to represent the Union at meetings or conventions. Such leave shall not be unreasonably withheld.
- b) When an employee is elected as the Union's President or First Vice-president (Provincially) the Union will immediately following such election advise the Health Centre 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 Health Centre the amounts paid on behalf of the employee, including pay and benefits.

Where an individual of the Bargaining Unit is elected or appointed as an Executive Board Member or an Executive Officer, such individual shall be granted leave of absence for the time off required to exercise the duties of such appointment. Such positions shall be limited to two (2) members from the Health Centre with no more than one individual from within a section/division within a department.

The Union will reimburse the Health Centre for salary and benefits paid on such leave to a member elected to the positions expressed above.

11.03 Employees requesting union leave of absence shall provide advance written notice of twenty (20) calendar days. However, in recognition that certain union meetings may be called on short notice the Health Centre will endeavour to make the representative(s) available and the employee(s) involved will cooperate in endeavouring to arrange shift coverage with other employees.

11.04 If an employee is granted a leave of absence without pay as herein provided, he shall retain the seniority that he had at the commencement of such leave, but shall not accrue seniority beyond thirty (30) calendar days for such leave.

During any unpaid leave of absence, as herein provided, an employee shall not accrue any of the monetary benefits as provided in the Collective Agreement where such leave of absence extends beyond a period of thirty (30) calendar days.

11.05 Maternity Leave

- a) An employee who has had thirteen (13) weeks of continuous service immediately prior to the expected date of delivery shall be eligible for maternity leave of up to seventeen (17) weeks in duration.
- b) An employee must notify the employer in writing that she will be requesting maternity leave. The request must be accompanied by a certificate from a legally qualified medical practitioner, stating that the employee named therein is pregnant and specifying the date on which delivery is expected. As soon as possible, but no later than two (2) weeks prior to the expected date of leave, the employee shall specify in writing the date of commencement of the leave and the length of time requested.
- c) In accordance with the Human Rights Code, the Health Centre ~~will make~~ every reasonable effort to accommodate the needs of the pregnant employee.
- d) It is understood that during the maternity leave credits for service for the purpose of seniority, salary increments, vacation, sick leave or any other benefit under any

provisions of the Collective Agreement or otherwise shall continue to accumulate during the leave. In the case of a part-time employee, such service shall accumulate on the basis of what the employee's regular hours of work would have been had she not been on maternity leave. In addition, the Health Centre shall continue to pay its share of benefits provided under the Collective Agreement during the period of maternity leave to a maximum of seventeen (17) weeks.

- e) When the employee returns to work upon expiration of authorized leave, she shall be entitled to return to her former position in her Department with the same classification.
- f) An employee on maternity leave who does not intend to return to the employ of the Health Centre should give the Health Centre thirty (30) days notice in writing prior to the completion of the period of maternity leave.
- g) Subject to confirmation by the Human Resources Development Canada of the appropriateness of the Health Centre's Supplemental Unemployment Insurance Benefit (SUB) Plan, an employee who is on maternity leave as provided under this agreement who is in receipt of employee insurance maternity benefits pursuant to Section 18 or 20 of the Unemployment Insurance Act 1971, as amended, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between eight-three percent (83%) of her regular weekly earnings and the sum of her weekly Employee Insurance benefits and any other earnings. The employee shall provide the Health Centre with her Employment Insurance cheque stub as proof that she is in receipt of maternity benefits and shall continue while the employee is in receipt of such benefits for a maximum period of twenty-five (25) weeks. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on the last day worked prior to the commencement of the leave times her normal hours.

11.06 Parental Leave

- a) An employee who is a parent and who has had thirteen (13) weeks of continuous service immediately prior to the birth of a child, or prior to a child coming into the employee's custody, care and control for the first time, shall be eligible for parental leave of up to thirty-five (35) weeks in duration. A "Parent" includes a person with whom a child is placed for adoption and a person who is in relationship of some permanence with the parent of the child and who intends to treat the child as her or his own.
- b) The employee shall give the Health Centre written notification at least two (2) weeks in advance of the anticipated date of commencement of the leave of absence and of the expected date of return. If, because of late receipt of confirmation of a pending adoption, the employee finds it impossible to request the leave of absence in writing, the request may be made verbally and subsequently verified in writing. The leave may commence within one (1) week prior to the anticipated date of delivery or

within the one week prior to the anticipated date that the child will come into the custody, care and control of the employee and shall not end later than fifty-three (53) weeks after the birth or after the child comes into the custody, care and control of the employee. The leave need not be continuous.

- c) It is understood that during the parental leave, credits for service for the purpose of seniority, salary increments, vacation, sick leave or any other benefit under any provisions of the Collective Agreement or otherwise shall continue to accumulate during the leave. In the case of a part-time employee, such service shall accumulate on the basis of what the employee's regular hours of work would have been had she not been on parental leave. In addition, the Health Centre shall continue to pay its share of benefits provided under the Collective Agreement during the period of parental leave to a **maximum** of thirty-five (35) weeks.
- d) When the employee returns to work upon expiration of authorized leave, she shall be entitled to **return** to her former position in her Department with the same classification.
- e) An employee on parental leave who does not intend to return to the employ of the Health Centre should give the Health Centre thirty (30) days notice in writing prior to the completion of the period of parental leave.
- f) Subject to confirmation by the Human Resources Development Canada of the appropriateness of the Health Centre's Supplemental Unemployment Benefit (SUB) Plan, an employee who is on parental leave as provided under this agreement who is in receipt of employment insurance parental benefits pursuant to Section 18 or 20 of the Unemployment Insurance Act 1971, as amended, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between eighty-three percent (**83%**) of her regular weekly earnings and the sum of her weekly Employment Insurance benefits and any other earnings. The employee shall provide the Health Centre with her Employment Insurance cheque stub as proof that she is in receipt of parental benefits and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on the last day worked prior to the commencement of the leave times her normal hours.

11.07 Bereavement Leave

- a) An employee who suffers the loss of an immediate relative shall be granted up to three (3) consecutive working days leave of absence without loss of wages. An immediate relative shall mean mother, father, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, spouse, common law spouse (as defined in Family Law Reform Act and Guide), son, daughter, son-in-law, daughter-in-law, grandparent, spouse's grandparent, grandchild, or such other relatives as may have been a member of the employee's household at the time of death.

Such an employee will be expected to notify her supervisor as soon as possible of her need for such a leave of absence.

- b) An employee may apply for a leave of absence, without pay, if additional time off is required.

11.08 Jury and Witness Duty

If an employee is required to serve as a juror in any court of law, or is required to attend as a witness in a court proceeding in which the Crown is a party, or is required by subpoena to attend a court of law in connection with a case arising from the employee's duties at the Health Centre, the employee shall not lose regular pay because of such attendance provided that the employee:

- a) notifies the Health Centre immediately on the employee's notification that she will be required to attend court.
- b) presents proof of service requiring the employee's attendance.
- c) deposits with the Health Centre the full amount of compensation received excluding mileage, travelling and meal allowances and an official receipt thereof.
- d) an employee required to attend court regarding a Health Centre related case, as provided above, on her scheduled day off will be paid one and one-half (1 1/2) times her regular straight time rate of pay for such day.

11.09 Personal Leave

Where, because of personal circumstances, an employee establishes the necessity therefore to the satisfaction of her supervisor, such employee **will** be permitted up to five (5) days off without pay during each year of the contract. Except in an emergency, the employee will give the Health Centre two (2) weeks notice and no more than two (2) days may be **taken** consecutively. Such days may not be **taken** in conjunction with vacation.

11.10 Compassionate Leave

The Health Centre will grant up to two (2) paid days off per year to an employee for compassionate leave. The employee must make their request for leave to their supervisor as far in advance as possible stating the nature of such request. Examples of when this leave might be requested include: family emergencies, extension to the bereavement leave or for bereavement not covered under Article 11.07. Such leave shall not be unreasonably withheld.

ARTICLE 12 - HOODIP

- 12.01 The Health Centre will assume total responsibility for providing and funding a short-term sick leave plan equivalent to that described in the 1984 Hospitals of Ontario Disability Income Plan Brochure.

Effective October 1, 1996, the Health Centre **will** pay 100% of the billed premium towards coverage of eligible employees under the long term disability portion of the Plan (HOODIP or an equivalent plan). For the purpose of transfer to the short term portion of the disability program, employees on the payroll as of the effective date of transfer with three months or more service shall be deemed to have three months of service. At January 1st, 1989, all current employees shall be deemed to have twelve months of service in the plan.

- 12.02 Effective the first of the month following the transfer, the existing sick leave plan be terminated and any provisions relating to such plan shall be null and void except as to those provisions relating to payout of unused sick leave benefits which are specifically dealt with hereinunder.

- 12.03 Existing sick leave credits for each employee shall be converted to a sick leave bank to the credit of the employee. The "sick leave bank" shall be utilized to:

- a) at the employee's option, supplement payment for lost straight time wages on sick leave days under the new program which would otherwise be at less than full wages or no wages, and
- b) where a pay out provision existed under the former sick leave plan in the collective agreement, payout on termination of employment (or in the case of death to the employee's estate), shall be that portion of any unused sick leave days under the former conditions relating to pay out.
- c) where, as of the effective date of transfer, an employee does not have the required service to qualify for pay out on termination, her existing sick leave credits as of that date shall nevertheless be converted to a sick leave bank in accordance with the foregoing and she shall be entitled, on termination, to that portion of any unused sick leave **days** providing she subsequently achieves the necessary service to qualify her for pay out under the conditions relating to such pay out.

- 12.04 There shall be no pay deduction from an employee's regular scheduled shift when an employee has completed any portion of the shift prior to going on sick leave benefits or Workplace Safety & Insurance Board benefits.

- 12.05 The Health Centre further agrees to pay employees **an** amount equal to any loss of benefits under HOODIP for the first two **days** of the fourth and subsequent period of absence in any calendar year.

- 12.06 Any dispute which may arise concerning an employee's entitlement to short term or long term benefits under HOODIP may be subject to grievance and arbitration under the provisions of this Agreement.
- 12.07 When an employee is given leave of absence without pay for any reason, or is laid off on account of lack of work and returns to the service of the Health Centre upon expiration of such leave of absence, etc., she shall not receive sick leave credit for the period of such absence, but shall retain her cumulative credit, **if** any, existing at the time of such leave or layoff.
- 12.08 On each pay period, the Health Centre **will** inform each employee of the amount of sick leave to her credit.
- 12.09 An employee who is unable to report for work due to illness must immediately notify her Department Supervisor's office.
- 12.10 If the Health Centre requires an employee to obtain a medical certificate, the Health Centre shall pay the full cost of obtaining the required certificate.

12.11 Workplace Safety & Insurance Board Compensation

- a) Where an award is made under The Workplace Safety & Insurance Board Act to an employee, the Health Centre **will** continue hospitalization, medical and life insurance coverage during the full period that the employee is receiving W.S.I.B. Compensation.
- b) Where an employee with accumulated sick leave credits is prevented from working for the Health Centre because of an occupational illness or accident that is recognized by the Workplace Safety & Insurance Board as compensable within the meaning of the Workplace Safety & Insurance Board Act, the Health Centre, on application from the employee, **will** supplement the award made by the Workplace Safety & Insurance Board for loss of wages together with the supplementation of the Health Centre, **will** equal one hundred percent (100%) of the employee's net earnings to the limit of the employee's accumulated sick leave credits. HOODIP accumulated credits may not be used for Workplace Safety & Insurance Board top-up.

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 of longer than one complete pay period may apply to the Health Centre for payment equivalent to the benefit the employee would receive from the Workplace Safety and Insurance Board **if** the claim was approved. The payment **will** be provided only if the employee provides evidence of disability satisfactory to the Health Centre and a written undertaking satisfactory to the Health Centre that any payments will be refunded to the Health Centre following final determination of the claim by the Workplace Safety and Insurance Board.

In the event of an employee's absence from work due to an alleged work related illness/injury, the employee **will** first apply to WSIB. If the claim is denied by WSIB, the employee **will** then be eligible to receive benefits under the Health Centre's short term sick leave plan and HOODIP.

- c) The Health Centre shall, whenever practical, provide modified work for injured bargaining unit employees. Employees from other bargaining units shall not be assigned modified work in the bargaining unit if, as a result, bargaining unit employees suffer a reduction of hours or layoff, or interferes with the recall rights of a laid off employee.

12.12 Medical Care Leave

An employee may be allowed time off to engage in personal preventive medical health and dental care. The employee will provide adequate notice to their department head as described in Article 11.01, permission **will** not be unreasonably withheld. The employee, on request, may be required to provide proof of attendance for the preventive medical or dental care concerned. It is understood that the employee may, if they want the time off to be paid, charge the time away from the work place against banked overtime, or those employees who still have "frozen sick leave bank" may use time from this bank on a two for one basis, i.e. each hour used will mean a deduction of two hours from the bank (it is understood that this two for one provision applies only to the utilization of the frozen sick leave bank for medical care leave). In the alternative, in agreement with their department head, the employee may work additional hours to make up for the time away from the work place.

ARTICLE 13 - HOURS OF WORK/SCHEDULES

- 13.01 The normal hours of work for all full-time employees shall be one hundred and fifty (150) hours over a four (4) week period being an average of thirty-seven and one-half (37 1/2) hours per week. The normal daily hours of work shall be seven and one-half (7 1/2) hours per day exclusive of a thirty (30) minute unpaid meal period, unless otherwise agreed between the parties.

This provision shall not be considered as a guarantee of specific number of hours of work per day or of days of work per week

The normal hours of work per week for regular part-time employees shall vary in accordance with their terms of hire but shall be no less than four (4) hours per day unless otherwise agreed to by the employee.

13.02 Paid Rest Period

An employee shall be permitted a paid rest period of fifteen (15) consecutive minutes in both the first half and the second half of a work day. When an employee performs

authorized overtime work of at least three (3) hours duration, the Health Centre will allocate a rest period of fifteen (15) minutes duration.

- 13.03 a) The Health Centre will prepare the schedules of regular working hours setting forth the regular days and hours of work and days off for all full-time and regular part-time permanent employees in their respective departments, and **will** post such schedules in an appropriate place at least twenty (20) days prior to the commencement of the first work week covered by the schedule. Posted schedules **will** cover a minimum of four (4) weeks and a ~~maximum~~ of eight (8) weeks. Save and accept where changes in the schedule are agreed upon between two (2) or more employees, and approved by the Health Centre, the Health Centre will compensate an employee at the rate of time and one half (1 ½) her regular wage rate for work performed on the first shift change where less than forty-eight (48) hours notice is given personally to such employee.

- b) Employees may be assigned to work at either site, however, temporary short term assignments (i.e., day to day coverage for sick leave) shall be kept to a **minimum**.

Without mutual consent, an employee shall not be temporarily assigned on a short-term basis, more than four (4) shifts per calendar year, to a worksite other than specified by the scheduling as per Article 13.03. Where short-term assignments exceed the four (4) shift per year limit, all subsequent hours worked shall be paid at the rate of one and one half (1 1/2) times the employee's regular hourly wage.

The employer agrees to provide transportation and parking costs when requested by the employee during these temporary assignments. Reimbursement will be made only when the request is accompanied by the appropriate receipts.

- 13.04 a) For all full-time employees, the Health Centre **will** schedule an average of one (1) consecutive Saturday and Sunday off every twelve (12) days and the Health Centre will schedule no more than eight (8) consecutive days of work and schedule days off on the basis of two (2) consecutive days at a time.
- b) Daily working hours shall be scheduled on a consecutive basis. A period of at least twelve (12) consecutive hours off shall be scheduled between two of duty, unless otherwise agreed to by the employee.
- c) There **will** be no split shifts.

- 13.05 An employee will be expected to make her own arrangements for any change in her scheduled shifts. A request for a change in a posted schedule must be submitted in writing at least five (5) calendar days prior to the date of the change and co-signed by the employee **willing** to exchange shifts and it is understood that such change, when initiated by the employee and approved by the Health Centre, shall not result in any overtime compensation to the employees involved.

13.06 Call Back

An employee who is called to work after leaving the Health Centre premises and outside of her regular scheduled hours shall be paid a minimum of no less than three (3) hours pay at time and one half (1 1/2) her regular straight time hourly rate for work performed on each such call-in except that when the employee is called in to work one (1) hour or less immediately prior to the commencement of her next scheduled shift, she will be paid the overtime rate for all time worked prior to the commencement of her regular shift.

13.07 Standby

An employee required to standby or remain available for call-back on other than regularly scheduled hours shall be paid at the rate of two dollars and ten cents (\$2.10) per hour of standby time. When an employee is called in to work the standby allowance earned for that shift shall cease.

13.08 Transportation Allowance for Call Back

The Health Centre agrees that employees who are called back to work will be paid at the Health Centre's established mileage rate up to a maximum of ten dollars (\$10.00) per round trip as a transportation allowance when the employee uses a personal motor vehicle or billed taxi fare not to exceed a maximum of ten dollars (\$10.00) per round trip upon presentation of a receipt.

13.09 Shift and Weekend Premium

Effective April 1, 2005, employees shall be paid a shift premium of seventy (\$0.70) cents per hour for all hours worked where the majority of their scheduled hours fall between 1500 and 0700 hours. The same seventy (\$0.70) cents per hour will be paid as weekend premium for all hours worked between 2400 hours Friday and 2400 hours Sunday.

Effective April 1, 2006 the shift and weekend premium will increase to eighty (\$0.80) cents per hour.

Effective September 28, 2006 the shift and weekend premium will increase to eighty-five (\$0.85) cents per hour.

13.10 Part-Time Employees Hours of Work / Scheduling

All schedules will be made using the principle of fair and equitable distribution of part-time hours. All time sheets will have symbols at the bottom to indicate codes for shift refusal, not available, etc. Recommended symbols will be provided, but departments may amend to suit particular needs.

Part-time employees who have their normal hours of work increased for an extended period of time (for example, to cover the normal hours of a co-worker on a leave of

absence or an increase in work load in a department due to special projects, etc.), up to a *six (6)* month time frame, will not have this circumstance alter their average hours base for the purposes of applying Appendix E, the 25% rule. However, such employees **will** receive written advisement of such workload, with a copy to the local union, setting out the reason(s) for the increase and the anticipated duration of the assignment. If it should be necessary for such assignment to exceed six (6) months the parties may mutually agree and the assignment will be reviewed on a month to month basis.

All additional shifts within the employee's home department will be offered on a fair and equitable basis to all qualified part-time employees who have worked their regular shifts and who have registered on the "ADDITIONALSHIFTS" roster for their department. Employees will be offered additional shifts on a rotating basis on the basis of seniority without regard to the number of hours of their regularly scheduled commitment. The Employer will file used schedules for a one year period for review.

Extra shifts, for employees who register for availability outside of their home departments, and who have worked their regular shifts in their home departments, will be offered, based on qualifications, **as** equitably as possible.

If there is a compelling reason to have a part-time employee work more than one position, either party can raise the issue with the other and resolve it on an individual basis, without prejudice to Article 13.10.

Those part-time employees who, as of January 20, 2005, hold two regular part-time positions will be grandparented into these two positions. This will prevail until they leave either of the positions. Those part-time employees who, as of January 20, 2005, work a second position as a temporary can continue to fill the temporary position until it terminates, after which they will revert to one position only.

In addition to the above provisions in respect of hours of work and shift schedules, the following provisions contained in Article 13 apply to part-time employees:

Articles 13.01 (3rd paragraph), 13.02, 13.03(a), 13.03(b), 13.04 (b) (c), 13.05, 13.06, 13.07, 13.08, 13.09.

13.11 Alternative Scheduling

The parties agree that alternative schedules may be developed in order to improve quality of working life, ensuring adequate staff resources and support cost efficiency. Alternative schedules may include flexible start times, weekend workers and Compressed Work Week Agreements (see Appendix K for Compressed Work Week Agreement). Where there is an expressed interest in developing such agreements, it shall be first brought forward to the Labour Management Committee so that a model agreement can be established. The model agreement can then be modified to meet the individual needs / circumstances of the unit / department. These schedules may pertain to full-time or part-time employees.

Either party may discontinue the alternative schedule with ninety (90) **days** notice.

13.12 Job Sharing

Job sharing is defined **as** an arrangement whereby two employees share the hours of work of one full-time position on a 50/50 basis. The position involved in the job sharing arrangement **will be** maintained as a full-time position in the Health Centre's staffing complement. Job sharing can occur where there is agreement between the Union, the Health Centre, and the employees who wish to share the job.

It is agreed that participation in a job sharing agreement is completely voluntary and may only be accessed by members of the bargaining unit. No employee shall be made to enter a position against **his** or her wishes.

Job sharing requests shall be considered on an individual basis and the Health Centre shall reserve the right to determine the appropriateness of such arrangements.

The employees involved in a job sharing arrangement **will be** defined as regular part-time and **will be** covered by the applicable provisions of the Collective Agreement except as provided below.

At the time of entering into the job share agreement, the full-time employee who participates in a job share agreement and is a current subscriber in the benefit plans can opt to continue participation in health care benefits as defined in the Collective Agreement for full-time employees or opt to receive the percentage in lieu in accordance with article 19.01 (d). Employees who continue in the health care benefit plans agree to pay 50% of the employer's premium costs in addition to the employee's share of the premium cost.

Job sharing arrangements shall not exceed 10% of the full-time complement within the bargaining unit. Individual job sharing agreements shall be for a maximum of sixty (60) months' duration. However, they may be extended by mutual agreement between the parties for an additional *sixty* (60) months.

Each job share agreement shall identify the department, the employees covered, and their hours of work

Short Term Coverage

It is expected that both job sharers **will** cover each other's incidental illness and vacation. If because of unavoidable circumstances, one cannot cover the other, the supervisor must be notified, by the booked job sharer, to book coverage.

Long Term Coverage

Job sharers are not required to cover for their partner in the case of prolonged or extended absences. However, in the event that one (1) member of a job sharing arrangement goes

on any approved leave of absence exceeding thirty (30) days, the initial thirty (30) days **will** be covered by the remaining partner. Following this, the remaining partner has the option of covering all of the absent partner's shifts for the duration of the absence. If the employee is unable to cover the entire leave of absence for their job share partner, the part-time temporary vacancy will be posted in accordance with the Collective Agreement.

Additional Shifts

It is understood that job sharers are eligible to be offered additional shifts, but only after other part-time employees in the same department have worked an equal number of shifts to the job sharers. This equalization of hours **will** be effected over two pay periods.

posting:

When a full-time employee enters into a job sharing agreement, the portion of the position not covered by the full-time employee will be posted in accordance with the Collective Agreement.

If the employee wishing to discontinue the job share is not the full-time incumbent to the position that is being shared, that portion of the job share **will** be posted in accordance with the Collective Agreement.

Discontinuance

The Union or the Health Centre may by mutual agreement amend or withdraw from the Job Share Agreement. In this case they will give the other *sixty* (60) **days** notice in writing of their intent to either amend or withdraw from the job share agreement.

Either job sharer must provide the employer and the job share partner of their intent to discontinue the job share agreement by providing *sixty* (60) days notice in writing.

If the full-time employee leaves the position for other than **an** approved leave of absence, the vacancy **will** be posted **as** a full-time position in accordance with the Collective Agreement.

In the event of layoff in the department that has one or more job sharing arrangements operating, it is understood that for the purpose of applying the job security provisions of the Collective Agreement, the job share arrangements **will** be deemed to be terminated. That is, the full-time employee will be treated as such for the application of their job security rights and the part-time employee will be governed by the part-time provisions.

13.13 Compressed Work Week

The Health Centre and the Union agree other arrangements regarding hours of work may be entered into between the parties with respect to hours beyond the normal or standard

work day. The model agreement with respect to compressed work week agreements is set out as Appendix K.

ARTICLE 14 - OVERTIME

14.01 Authorized overtime will be paid for at the rate of one and one-half (1 1/2) times the employee's basic regular hourly rate of pay for hours worked:

- a) in excess of seven and one-half (7 1/2) hours per day subject to Article 14.05,
- b) in excess of eight (8) consecutive days where shift work is involved, or
- c) in excess of one hundred and fifty (150) hours in a four (4) week period.

14.02 Time Off Between Shifts

Twelve (12) hours shall be allowed between shifts. If an employee is required to report for a second shift less than twelve (12) hours before the end of the first shift, the employee shall be paid at the rate of time-and-one-half of her regular hourly rate for the period worked before the expiry of the twelve (12) hour period, unless otherwise agreed to by the employee.

14.03 Weekends Off

- a) The Health Centre will schedule a full-time employee so as to provide a minimum of one (1) weekend off in every two (2) week period. Where every other weekend is not scheduled off, time worked on the second and subsequent weekend shall be paid at the rate of time-and-one-half of her regular hourly rate until a weekend off is effected.
- b) The Health Centre will schedule a part-time employee so as to provide a minimum of one (1) weekend off in every three (3) week period. Where every third weekend is not scheduled off, time worked on the third and subsequent weekend shall be paid at the rate of time-and-one-half of her regular hourly rate until a weekend off is effected.
- c) If an employee requests to work continuous weekends or if at the time of hire, the condition of employment is to work consecutive weekends, the premium payment does not apply.

14.04 Time Off in Lieu of Overtime

- a) Instead of cash payment for overtime, an employee may choose to receive time off at time and one-half (1 1/2). Employees must notify the supervisor as to whether they want to receive payment for overtime or wish to accumulate time.
- b) When an accumulation of 37.5 hours is reached, an employee is required to make arrangements to take some or all accumulated time. Normally time earned shall be taken

within the calendar year, but not later than the following February 1st or she **will** be automatically paid.

- c) Employees must be responsible for requesting time off and having it approved by the supervisor. Such approval shall not be unreasonably withheld.
- d) Time off will be granted at a mutually agreeable time. Booked vacation takes priority and then accumulated overtime.
- e) All requests shall be treated on an equitable basis. Emergency requests **will** be considered on an individual basis.

14.05 Overtime shall not be claimed or paid:

- a) for work performed during the first fifteen (15) minutes following the completion of the work day;
- b) for additional hours worked during a twenty-four (24) hour period **as** a result of a change in shift at the request of an employee or exchange of shifts by two (2) employees; or
- c) as a result of a changeover from daylight light savings time to standard time or vice versa.

14.06 Premium pay shall not be duplicated nor pyramided, that is, a premium shall not be paid twice for the same hours worked.

14.07 The overtime and premium payments provided for above may be modified from time to time by model agreements e.g. Appendix K.

ARTICLE 15 - VACATION

- 15.01 a) A full-time employee who has less than one year of continuous service shall be entitled to a vacation with pay, at her regular rate of pay, on the basis of 2.885 hours for each completed pay period of service not to exceed seventy-five (75) hours.
- b) A full-time employee who has completed one year but less than two years of continuous service shall be entitled to a vacation of ten (10) working **days** with pay at her regular rate of pay in effect as of the date on which her vacation commenced.
- c) Effective January 1, 1997, a full-time employee who has completed two (2) years or more of continuous service shall be entitled to a vacation of fifteen (15) working days with pay at her regular rate of pay

- d) Effective January 1, 1991, a full-time employee who has completed five (5) years or more of continuous service shall be entitled to a vacation of twenty (20) working days with pay at her regular rate of pay.
- e) A full-time employee who has completed fifteen (15) years or more of continuous service shall be entitled to a vacation of twenty-five (25) working days with pay at her regular rate of pay.
- f) A full-time employee who has completed twenty-three (23) years or more of continuous service shall be entitled to a vacation of thirty (30) working days with pay at her regular rate of pay.
 - i) A full-time employee who has completed thirty (30) years of continuous service shall be entitled to an additional five (5) **days** paid vacation in that year.
 - ii) A full-time employee who has completed thirty-five (35) years of continuous service shall be entitled to an additional five (5) **days** paid vacation in that year.
 - iii) A part-time employee who has completed 51,750 hours of continuous service shall be entitled to an additional five (5) **days** paid vacation and receive 2% vacation pay in that year.
 - iv) A part-time employee who has completed 60,375 hours of continuous service shall be entitled to an additional five (5) **days** paid vacation and receive 2% vacation pay in that year.

The adjustments to vacation under 15.01(f) will be effective from January 24, 2005.

- g) When an employee because of length of service becomes entitled to a longer vacation as provided herein, vacation entitlement will be increased to the higher level **as** of the first pay period following the date of completion of the required length of service.
- h) For purposes of calculating part-time vacation entitlement one year of service equals seventeen hundred and twenty-five (1,725) hours worked.

15.02 Vacation credits will accrue on a pay period basis. An employee may accrue up to twelve (12) months worth of credit and in very exceptional circumstances, with the prior approval of the Department Head and Administrative Director may accrue up to fifteen (15) months credit.

It is further understood that an employee may take vacation prior to her full accrual of vacation credits, however, on termination or absence from employment according to the

terms of Article 11.04 the employee shall be liable to the Health Centre for repayment of any vacation which was used but not yet earned by her.

- 15.03 An employee who leaves the employ of the Health Centre for any reason shall be entitled to receive payment for any unpaid vacation credits which have accrued to her date of separation.
- 15.04 a) Vacation schedules shall be posted by April 1st of each year and shall not be changed unless mutually agreed by the Health Centre and the employee. If vacation requests are submitted prior to February 15th, they shall be granted on the basis of seniority among those employees who applied.
- b) If, immediately prior to the commencement of vacation, an employee becomes ill, and this illness is confirmed by a doctor's certificate, or if an employee's scheduled vacation is interrupted due to an illness requiring the employee to be an in-patient in a hospital, the affected portion of scheduled vacation shall be cancelled unless otherwise requested by the employee. Such vacation should be rescheduled at a later date that year, at a time mutually agreeable to the Health Centre and the employee.

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

c) Work During Vacation:

Should a full-time or regularly scheduled part-time employee who has commenced her scheduled vacation agreed upon, be requested by the Health Centre to return to perform work during the vacation period, the employee shall be paid at the rate of one and one-half (1 1/2) times her basic straight time rate for all hours so worked. To replace the originally scheduled days on which such work was performed, the employee will receive one (1) vacation lieu day off for each day on which she has so worked.

- 15.05 Vacation may be ~~taken~~ at any time after the employee has accrued at least ~~six~~ (6) months service. Vacation must be scheduled by the time the employee has accrued twelve (12) months credit unless an extension has been approved in accordance with Article 15.02. No payment will be made by the Health Centre in lieu of vacation except in cases of termination of employment as herein provided.
- 15.06 An employee shall receive all pay due during her vacation period provided that her request is received by the Payroll Office at least three (3) weeks prior to the commencement of her scheduled vacation.
- 15.07 For purposes of this article "continuous service" of each employee **will** be determined in accordance with the provisions of Article 9.01.

- 15.08 If a paid holiday falls or is observed during an employee's vacation period, she shall be allowed **an** additional vacation day at a time mutually convenient to the employee and the Health Centre.
- 15.09 Part-time employees covered by this Agreement shall be entitled to a vacation and vacation pay at the rate of four percent (4%), *six* percent (6%), eight percent (8%), ten percent (10%), or twelve percent (12%) of gross salary based on the number of years service as provided in 15.01. Vacation pay for part-time employees will be paid on or before the first pay following June 30th of each year.

ARTICLE 16 - HOLIDAYS

- 16.01 The Health Centre recognizes the following as designated paid holidays.

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday (1st Monday in August)	

And any other day proclaimed as a stat holiday

When any of the above noted holidays fall on a Saturday or Sunday and are not proclaimed as being observed on some other day, the following Monday and/or Tuesday and/or the preceding Friday shall be deemed to be holidays for the purpose of this Agreement at the discretion of the Health Centre.

- 16.02 In addition to the above designated paid holidays the Health Centre will provide each full-time employee who has completed her probation, with three (3) non-premium floating holidays once in each calendar year, at a time mutually agreeable to the Health Centre and the employee. In the event mutual agreement cannot be reached, the employee shall be allowed to take the floating holidays with her scheduled vacation. A part-time employee who transfers to a full-time position during the course of a calendar year, or a new full-time employee hired during the course of a calendar year, shall have her float days pro-rated according to the effective date of her transfer.
- 16.03 In order to qualify for payment for each designated holiday, an employee must work her normally scheduled shift both immediately preceding and immediately following the holiday, unless absence on either or both of the said qualifying days is with reasonable cause.
- 16.04 When any of the above mentioned designated holidays fall on or are observed on an employee's regularly scheduled day off, she will receive an additional day off in lieu with pay at a time mutually convenient to the employee and the Health Centre. In the event that mutual agreement cannot be reached, the employee may take the day off in conjunction with her vacation period.

- 16.05 An employee who is required by the Health Centre to work on a designated holiday shall be paid at the rate of time and one-half (1 1/2) the employee's regular hourly rate for all scheduled hours worked on such holiday. In addition, she **will** be granted a lieu day off at her regular rate of pay at a time mutually agreeable between the employee and her supervisor. In the event mutual agreement cannot be reached, the employee shall be allowed to take the day with her scheduled vacation.

Where an employee is required to work authorized overtime in excess of her scheduled hours on a paid holiday, such employee shall receive twice her regular straight time hourly rate for such authorized overtime.

- 16.06 Part-time employees covered by this Agreement shall be entitled to the above designated paid holidays in accordance with the qualification provisions of the Employment Standards Act.
- 16.07 If an employee is scheduled to work either Christmas or New Year's, she will not be scheduled for the other holiday nor for the same holiday two years in a row unless the employee and her supervisor mutually agree otherwise.

For purposes of this article, Christmas is deemed to be Christmas Day and Boxing Day commencing at 2300 hours on December 24 and ending at 2300 hours December 26 for those on eight (8) hour shifts and commencing at 1900 hours on December 24 and ending at 1900 on December 26 for those on twelve (12) hour shifts. New Year's is deemed to be New Year's Eve and New Year's Day commencing at 2300 hours on December 30 and ending at 2300 hours January 1 for those on eight (8) hours shifts and commencing at 1900 hours on December 30 and ending at 1900 on January 1 for those on twelve (12) hour shifts.

ARTICLE 17 - HEALTH AND LIFE INSURANCE AND PENSIONS

17.01 Hospitalization and Medical Benefits

The Health Centre will contribute to the Ontario Health Insurance Plan (OHIP) an amount equal to one hundred percent (100%) of the billed premium at the rate applicable to each full-time employee, commencing from the first of the month following completion of three months' service.

- 17.02 The Health Centre **will** contribute to a plan for semi-private coverage an amount equal to one hundred percent (100%) of the rate applicable to each subscribing full-time employee, commencing from the first of the month following completion of three (3) months service. Dependent children **will** be eligible for benefits if they are less than twenty-one (21) years of age. Dependent children who are twenty-one (21) years of age or over but less than twenty-five (25) years of age will also be eligible, provided they are attending an accredited educational institution, college or university on a full-time basis.

- 17.03 The Health Centre will contribute to an extended health care plan an amount equal to seventy-five percent (75%) of the billed premium applicable to each subscribing full-time employee, commencing from the first of the month following completion of three (3) months' service, subject to the terms and conditions of such plan and provided the balance of the monthly premium is paid by the employee through payroll deduction. Dependent children will be eligible for benefits if they are less than twenty-one (21) years of age. Dependent children who are twenty-one (21) years of age or over but less than twenty-five (25) years of age will also be eligible, provided they are attending an accredited educational institution, college or university on a full-time basis.

Effective January 1, 2001 there **will** be no annual deductible.

Effective January 1, 2001 Paramedical Services coverage as outlined in the *Summary of Benefits Brochure for Extended Health Care* **will** be provided from the first dollar.

Effective January 1, 2001 Deluxe Travel coverage as outlined in the *Summary of Benefits Brochure* will include out-of-province travel in Canada.

Effective January 1, 2001 the foregoing plan **will** provide coverage for eye glasses to the amount of two hundred dollars (\$200.00) per person every twenty-four (24) months for frames and lenses.

Effective February 1, 2005 a hearing aid allowance of \$500.00 every thirty-six (36) months will be provided.

17.04 Pension Plan

The Peterborough Regional Health Centre, having adopted the Hospitals of Ontario Pension Plan, agrees to **make** the plan available to the employees of the Peterborough Regional Health Centre, subject to the terms and provisions of such plan.

17.05 Life Insurance

- a) The Health Centre will contribute to the Hospitals of Ontario Group Life Insurance Plan, including Accidental Death and Dismemberment, an amount equal to one hundred percent (100%) of the billed premium applicable to each subscribing full-time employee, commencing from the first month following completion of three months' service, subject to the terms and conditions of such plan.
 - b) Employees can purchase life insurance for dependants and will pay the full premium for the coverage.
- 17.06 The Health Centre will contribute to the equivalent of Blue Cross # 9 Plan, at current ODA rates, an amount equal to seventy-five percent (75%) of the billed premium applicable to each subscribing full-time employee, commencing from the first month following

completion of three months of service subject to terms and conditions of such plan, provided the balance of the monthly premium is paid by the participating employee through payroll deduction. As outlined in the Summary of Benefits Brochure, orthodontics 75%/25% co-payment to an annual maximum of \$1,500 per person and major dental services 75%/25% co-payment to an annual maximum of \$1,000 per person **will** be applicable effective January 1, 2001.

Dependent children **will** be eligible for benefits if they are less than twenty-one (21) years of age. Dependent children who are twenty-one (21) years of age or over but less than twenty-five (25) years of age will also be eligible, provided they are attending an accredited educational institution, college or university on a full-time basis.

- 17.07 The Health Centre **will** continue to pay its percentage of the above premiums when an employee is absent on leave with pay and will make the appropriate deduction from the employee's pay for the balance.

The Health Centre will continue to pay its percentage of the above premiums when an employee is absent on leave without pay up to the end of the calendar month on which the leave commenced, provided the employee makes arrangement for the payment of her contribution(s) with the Employee Relations Office one (1) month prior to the date the leave is to commence.

The Health Centre **will** pay the Employer's portion of the benefit premiums while an employee is on sick leave, including the EI period prior to the commencement of long term disability and LTD, to a maximum of thirty (30) months from the date the absence began.

- 17.08 It is understood that the Health Centre may at anytime substitute another carrier for any plan provided the benefits conferred thereby are not in total decreased. Before making such substitution the Health Centre shall notify the Labour Management Committee, at least thirty (30) days in advance, to explain the proposed change and to ascertain the views of the employees. Upon a request by the Union, the Health Centre shall provide to the Union full specifications of the benefit programmes contracted for and in effect for employees covered herein.

ARTICLE 18 - GENERAL

18.01 Bulletin Boards

The Health Centre shall provide space on a bulletin board upon which the Union shall have the right, subject to the approval of the Executive Director of the Health Centre or his designate, to post notices of meetings and such other notices as may be of interest to the employees.

- 18.02 Whenever the singular or feminine is used in this Agreement, it shall be considered **as** if the plural or masculine has been used when the context of the party or parties hereto so require.

18.03 Educational Leave

Where employees are required by the Health Centre to take courses to upgrade or acquire new employment qualifications, the Health Centre shall pay the full costs associated with the courses.

18.04 a) Uniforms

Where the Health Centre requires an employee to be in uniform of a protective nature, such uniform will be supplied and laundered by the Health Centre.

An employee required to work outside of the Health Centre during the winter months **will** be provided with appropriate winter clothing for such purposes.

b) Protective Footwear

Effective January 1, 1990, and on that date for each subsequent calendar year, the Health Centre will provide sixty (\$60.00) dollars per calendar year to each employee who is required by the Health Centre to wear safety footwear during the course of his duties.

18.05 Technological Change

- a) The Health Centre undertakes to notify the Union in advance, so far as practicable, of any technological changes which the Health Centre has decided to introduce which will significantly change the status of employees within the Bargaining Unit.
- b) In the event new technologies are to be introduced, the parties agree to meet, prior to their introduction, to discuss ways to mitigate the adverse effects, if any, upon Bargaining Unit employees.
- c) In the event that the Health Centre should introduce new methods or machines which require new or greater skills than are possessed by employees under the present method of operation, such employees shall, at the expense of the Health Centre, be given a period of work time not to exceed four hundred and fifty hours (450), during which they may perfect or acquire the skills necessitated by the new method of operation. There shall be no reduction in pay during the training period of any such employee and no reduction in pay unless reclassified to a lower paying position.

18.06 Safety ProvisionsAccident Prevention - Health and Safety Committee:

- a) The Health Centre and the Union agree that they mutually desire to maintain standards of safety and health in the Health Centre in order to prevent accidents, injury and illness.
- b) Recognizing its responsibilities under the applicable legislation, the Health Centre agrees to accept as a member of its Accident Prevention - Health and Safety Committee at least one representative selected or appointed by the Union from amongst bargaining unit employees.
- c) Such Committee shall identify potential dangers and hazards, institute means of improving health and safety programs and recommend actions to be taken to improve conditions related to safety and health.
- d) The Health Centre agrees to cooperate reasonably in providing necessary information to enable the Committee to fulfill its functions.
- e) Meetings shall be held every second month or more frequently at the call of the chair if required. The Committee shall maintain minutes of all meetings and make the same available for review.
- f) Any representative appointed or selected in accordance with (b) hereof shall serve for a term of one calendar year from the date of appointment which may be renewed for further periods of one year. Time off for such representative(s) to attend meetings of the Accident Prevention - Health & Safety Committee in accordance with the foregoing shall be granted and any representative(s) attending such meetings during their regularly scheduled hours of work shall not lose regular earnings as a result of such attendance.
- g) The Union agrees to endeavour to obtain the full cooperation of its membership in the observation of all safety rules and practices.

18.07 Copies of Agreement

The parties agree that they will share equally the cost of printing the Collective Agreement in an appropriate quantity.

18.08 Re-Organization of Work

Refer to Memorandum of Settlement dated January 13, 1996, as per Appendix E.

ARTICLE 19 - CLASSIFICATION AND SALARIES

- 19.01 a) Existing classifications will not be eliminated without prior agreement with the Union.
- b) Effective from April 1, 2001, part-time employees shall receive in lieu of all fringe benefits (being those benefits to an employee, paid in whole or part by the Health Centre, as part of direct compensation or otherwise, save and except salary, vacation pay, standby pay, call-back pay, reporting pay, responsibility allowance, jury and witness duty and bereavement pay) an amount equal to fifteen percent (15%) of her regular straight time hourly rate for all straight time hours paid.
- c) All part-time staff may, on a voluntary basis, enrol in the Health Centre's pension plan when eligible in accordance with its terms and conditions.
- d) A part-time employee who has completed her probation period, and is selected for a full-time position in the Bargaining Unit, shall be eligible to participate in the group benefit plans subscribed to by the Health Centre, in the first month following her appointment to full-time employment.

The fifteen percent (15%) cash-in-lieu of benefits described in 19.01 (b) shall cease upon transfer from part-time to full-time employment.

- e) A part-time employee who has completed her probation period shall be eligible to participate in the group benefit plans described in Article 17.02, 17.03, 17.05, 17.06 and 17.08 provided she pays the full premium costs of those benefits. Premiums shall be deducted from the pay of the participating employee. The Health Centre shall have no liability for payment of premiums.

19.02 Job Description

Within a reasonable time, on request, the Health Centre will **make** available a copy of the job description for review by any employee. Where there are no job descriptions available, the Health Centre will endeavour to provide the same, allowing adequate input from the employee and the immediate supervisor.

19.03 New Classifications/ Job Evaluation

- a) Upon implementation of this Collective Agreement, the joint job evaluation banding system described in Appendix C of the Collective Agreement shall become a plan that shall no longer be administered jointly with the Union, but instead shall be completely administered by management. This management-administered system shall be used for the ongoing classification of positions within the OPSEU bargaining unit.

Nothing in this article shall allow the Health Centre to make any unilateral changes to the Pay Equity Plan, Joint Job Evaluation Banding System or the Pay Equity Job Fact Sheet Questionnaire. Such changes continue to be the joint responsibility of the Health Centre and the Union.

- b) The parties agree that in accordance with Article 3, the Health Centre has the sole and exclusive right to:
- (i) determine the content of positions;
 - (ii) revise, amend or change job descriptions;
 - (iii) evaluate, grade and implement the results.
- c) Should any new position or classification be established within the Bargaining Unit during the life of this Collective Agreement, the Health Centre will notify the Union of the classification/position and the proposed rate of pay. The classification and rate of pay shall be subject to discussion between the Health Centre and the Union.

The new rate shall become retroactive to the time the new position or classification was established.

Should the parties disagree as to the new rate, the matter will be referred to arbitration according to the procedure outlined in Article 8.07 (c) within 30 days of the Health Centre's initial notification to the Union, unless the parties mutually agree to a longer time frame.

- d) When it is alleged that there has been a significant change in the functions and/or responsibilities of a position that would change the placement of an employee on the agreed job evaluation banding system, the Union shall bring the matter to the attention of the Health Centre for joint discussions.

All relevant job information shall be exchanged at this time, including a new Pay Equity/Job Fact Questionnaire if deemed necessary by the parties. If the parties are unable to agree on the reclassification and/or rate of pay of the job in question, such dispute shall be resolved according to the Classification Grievance and Arbitration Procedure (Article 8.07).

The new rate shall become retroactive to the time the matter was first brought to the attention of the Health Centre.

- e) Notwithstanding Article 7.03, the Union may appoint a special Classification Advisory Committee comprising not more than three (3) bargaining unit members who possess knowledge of the Health Centre's job evaluation system. The members of this committee may stand in place of the regular Grievance Committee and may

serve as Union Stewards for the purpose of resolving any classification dispute or grievance under Articles 19.03 and 8.07.

19.04 Salary Progression

- a) An employee will automatically progress from her present step to the next step in the salary grid, as set out in Appendix "A". If an employee's absence without pay from the Health Centre exceeds thirty (30) cumulative working days during the period following the date of the previous increase the date for salary progression will be extended by the length of such absence, subject to the provision of Article 11.

All progression increases as herein provided shall take effect from the commencement of the pay period of the employee's anniversary date.

- b) When an employee is promoted to a higher paid position within the Bargaining Unit, the employee shall receive the next higher rate of pay to her present rate provided that the change results in an increase of not less than three percent (3%).

Where such a change results in an increase of less than three percent (3%) she shall receive the next higher rate again available on the grid, which amount will be considered as a one step increase.

- c) Such new rate shall prevail until the employee qualifies for a higher rate by reason of service in the new classification as set out in Appendix "A".
- d) When an employee is transferred to a lower paid position within the Bargaining Unit or is temporarily assigned to perform the functions of a lower classified position within the Bargaining Unit for one (1) full shift or more, the employee shall receive the rate of pay in the new position that is closest to their former rate of pay. However, if an employee is reclassified to a lower paying band, they in accordance with Appendix C will have their salaries red-circled.

- 19.05 a) When an employee agrees to work either additional shifts and/or extra shifts, they **will** be paid at the actual job rate and at the equivalent step.
- b) When an employee is temporarily assigned to perform the functions of a higher classified position within the Bargaining Unit for one full shift or more they shall be paid the actual job rate and at the equivalent step.
- c) When an employee is temporarily assigned by the Health Centre, to a lower paying classification, they shall continue to receive their normal salary.

- 19.06 When an employee is temporarily assigned to the duties of a higher paid position outside the Bargaining Unit, she shall receive a premium of four dollars (\$4.00) per shift. During the assignment, the employee shall retain all rights and obligations under the Collective Agreement.

19.07 When an employee is temporarily assigned to supervisory duties outside the Bargaining Unit, she shall receive a premium of ten percent (10%) of her hourly rate of pay. During the assignment, the employee shall retain all rights and obligations under the Collective Agreement for a period of not to exceed *six* (6) months. If the assignment is for a period of greater than *six* (6) months the employee, if they choose to remain in the position outside the bargaining unit, **will** be deemed to have permanently transferred outside the bargaining unit. (See also 9.04).

ARTICLE 20 - RETROACTIVITY

20.01 Provisions of this Collective Agreement are to be effective April 1, 2003, unless otherwise expressed.

Retroactivity will be paid, for all hours paid by the Employer, to all eligible employees on the payroll as of April 1, 2003 and to all new employees hired since that date. Retroactivity will be paid within *sixty* (60) days of the Employer being notified of the arbitration award.

If an eligible employee shall have terminated his/her employment since April 1, 2003, the Employer shall advise the employee within thirty (30) days by notice in writing by registered ~~mail~~ to the last know address on the records of the Employer. The employee shall have thirty (30) days from the posting within which claim for any payment due to him/her. This claimed retroactivity due will be paid no later than ninety (90) days from the date of the award.

ARTICLE 21 - TERM OF AGREEMENT

21.01 The Agreement **will** be in effective from April 1, 2003 and will continue for a period of three (3) years, until March 31, 2006, and for annual periods of one (1) year unless either party notifies the other in writing within the period of ninety (90) days preceding the expiry date of this Agreement that it desires to amend this Agreement.

Dated this _____ day of _____, 2005.

FOR THE HEALTH CENTRE

FOR THE UNION

APPENDIX A

O.P.S.E.U., Local # 345
WAGE RATES AS OF APRIL 1, 2003
 (3% Increase)
 (** Rates Include Pay Equity)

<u>GRADE 1</u>	<u>START</u>	<u>3 MONTHS</u>	<u>1 YEAR</u>
Receptionist	\$17.636	\$18.392	\$18.779
Clerk Typist 1	2865.85	2988.70	3051.58
Clerk General 1			
<u>GRADE 2</u>			
Switchboard Operator	\$18.212	\$18.970	\$19.357
Clerk Typist 2	2959.45	3082.62	3145.51
Clerk General 2			
Assistant Storekeeper			
<u>GRADE 3</u>			
Clerk Typist 3	\$18.771	\$19.526	\$19.912
Clerk General 3	3050.28	3172.97	3235.70
<u>GRADE 4</u>			
Clerk Typist 4	\$19.667	\$20.508	\$21.104
Clerk General 4	3195.88	3332.55	3429.40
Secretary 1			
Storekeeper			
<u>GRADE 5</u>			
Clerk Typist 5	\$20.687	\$21.519	\$22.160
Clerk General 5	3361.63	3496.83	3601.00
Secretary 2			
Purchasing Assistant			
Dicta Typist 5			
<u>GRADE 6</u>			
Clerk General 6	\$22.378	\$23.341	\$24.124
Health Record Administrator	3636.42	3792.91	3920.15

APPENDIX A

O.P.S.E.U., Local # 345
WAGE RATES AS OF APRIL 1, 2004
 (1.5% increase)
 (** Rates Include Pay Equity)

<u>GRADE 1</u>	<u>START</u>	<u>3 MONTHS</u>	<u>1 YEAR</u>
Receptionist	\$17.901	\$18.668	\$19.061
Clerk Typist 1	2908.91	3033.55	3097.41
Clerk General 1			
 <u>GRADE 2</u>			
Switchboard Operator	\$18.485	\$19.255	\$19.647
Clerk Typist 2	3003.81	3128.93	3192.63
Clerk General 2			
Assistant Storekeeper			
 <u>GRADE 3</u>			
Clerk Typist 3	\$19.053	\$19.819	\$20.211
Clerk General 3	3096.11	3220.58	3284.28
 <u>GRADE 4</u>			
Clerk Typist 4	\$19.962	\$20.816	\$21.421
Clerk General 4	3243.82	3382.60	3480.91
Secretary 1			
Storekeeper			
 <u>GRADE 5</u>			
Clerk Typist 5	\$20.997	\$21.842	\$22.492
Clerk General 5	3412.01	3549.32	3654.95
Secretary 2			
Purchasing Assistant			
Dicta Typist 5			
 <u>GRADE 6</u>			
Clerk General 6	\$22.714	\$23.691	\$24.486
Health Record Administrator	3691.02	3849.78	3978.97

APPENDIX A

O.P.S.E.U., Local # 345
WAGE RATES AS OF APRIL 1, 2005
 (1.5% increase equal to CUPE Award)
 (** Rates Include Pay Equity)

<u>GRADE 1</u>	<u>START</u>	<u>3 MONTHS</u>	<u>1 YEAR</u>
Receptionist	\$18.170	\$18.948	\$19.347
Clerk Typist 1	2952.62	3079.05	3143.88
Clerk General 1			
 <u>GRADE 2</u>			
Switchboard Operator	\$18.762	\$19.544	\$19.942
Clerk Typist 2	3048.82	3175.90	3240.57
Clerk General 2			
Assistant Storekeeper			
 <u>GRADE 3</u>			
Clerk Typist 3	\$19.339	\$20.116	\$20.514
Clerk General 3	3142.58	3268.85	3333.52
 <u>GRADE 4</u>			
Clerk Typist 4	\$20.261	\$21.128	\$21.742
Clerk General 4	3292.41	3433.30	3533.07
Secretary 1			
Storekeeper			
 <u>GRADE 5</u>			
Clerk Typist 5	\$21.312	\$22.170	\$22.829
Clerk General 5	3463.20	3602.62	3709.71
Secretary 2			
Purchasing Assistant			
Dicta Typist 5			
 <u>GRADE 6</u>			
Clerk General 6	\$23.055	\$24.046	\$24.853
Health Record Administrator	3746.43	3907.47	4038.61

APPENDIX A

O.P.S.E.U., Local # 345
WAGE RATES AS OF SEPTEMBER 29, 2005
 (1.5% increase)
 (** Rates Include Pay Equity)

<u>GRADE 1</u>	<u>START</u>	<u>3 MONTHS</u>	<u>1 YEAR</u>
Receptionist	\$18,443	\$19,232	\$19,637
Clerk Typist 1	2996.98	3125.20	3191.01
Clerk General 1			
 <u>GRADE 2</u>			
Switchboard Operator	\$19,043	\$19,837	\$20,241
Clerk Typist 2	3094.48	3223.51	3289.16
Clerk General 2			
Assistant Storekeeper			
 <u>GRADE 3</u>			
Clerk Typist 3	\$19,629	\$20,418	\$20,822
Clerk General 3	3189.71	3317.92	3383.57
 <u>GRADE 4</u>			
Clerk Typist 4	\$20,565	\$21,445	\$22,068
Clerk General 4	3341.81	3484.81	3586.05
Secretary 1			
Storekeeper			
 <u>GRADE 5</u>			
Clerk Typist 5	\$21,632	\$22,503	\$23,171
Clerk General 5	3515.20	3656.73	3765.28
Secretary 2			
Purchasing Assistant			
Dicta Typist 5			
 <u>GRADE 6</u>			
Clerk General 6	\$23,401	\$24,407	\$25,226
Health Record Administrator	3802.66	3966.13	4099.22

APPENDIX B

LETTER OF UNDERSTANDING

between

Peterborough Regional Health Centre

and

**Ontario Public Service Employees Union
(and its Local # 345)**

Re: Workstations

Further to the issue of Health and Safety and the ergonomic design of workstations, equipment and workplace environment of the new Health Centre; it is agreed that Peterborough Regional Health Centre will endeavor to ensure that all work stations, equipment and the workplace environment are compliant with the Occupational Health and Safety Act [OHSA], Section(s) 25 (Duties of Employer), 26 (Additional Duties of Employer), 27 (Duties of Supervisor), and any other applicable sections of the OHSA.

Signed at Peterborough this 21st day of June, 2004.

FOR THE UNION

FOR THE HEALTH CENTRE

APPENDIX C

LETTER OF UNDERSTANDING

between

Peterborough Regional Health Centre

and

Ontario Public Service Employees Union, Local # 345

RE: O.P.S.E.U., LOCAL # 345 JOB EVALUATION BANDING SYSTEM

Both parties are committed to the principles of a fair and equitable banding process that ensures payment of employees based on objective evaluation, and hereby agree to the following:

1. That the system maintain the same number of classifications as outlined in the current Collective Agreement, e.g. Clerk 1 through Clerk 6;
2. That there be an equal number of points in each band;
3. That the permanent bands have distinct cutoff points, that is, that there be no sliding scales within their cutoff points;
4. That the bands allow for scores occurring below the scores currently assigned to employees and above the scores currently assigned to employees. This is important should new positions or current positions be re-evaluated at a future date.
5. Bands are established as follows:

a	Clerk 1	234 to 279
•	Clerk 2	280 to 325
a	Clerk 3	326 to 371
•	Clerk 4	372 to 417
•	Clerk 5	418 to 463
a	Clerk 6	464 to 509

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Letter of Understanding between P.R.H.C. / O.P.S.E.U., # 345
Re: Joint Job Evaluation Banding System
May 16, 1996

Page 2

6. Red-circling to be used to deal with any employee who is banded downward.
7. Eligible employees (current staff in positions banded upward) will receive lump sum payments of \$750.00 for full-time and pro-rata for part-time on both June 1996 and April 1997 and will be paid out in a separate cheque.
8. Implementation date of the new wage rates would occur on the first day of the first pay period following ratification. The ratification vote is set for May 17, 1996.
9. There will be a time frame of thirty (30) days from date of ratification to appeal to the Joint Job Review Committee.

Signed at Peterborough this 23rd day of July, 1996.

FOR THE HEALTH CENTRE

Ruth Dunford

Barry Navler

Shirley Mason

Stephen Kay

FOR THE UNION

Bonnie-Lee Baker

Elsbeth McCall

Elizabeth Shaughnessey

Terry Baxter

APPENDIX D

PERPETUAL PAY EQUITY

In addition to the Pay Equity Plan between O.P.S.E.U., Local # 345 and Peterborough Regional Health Centre, signed on September 23, 1993, both parties have agreed that every year beginning January 1, 1996 and following, adjustments, if required, will be based on the comparison between the O.P.S.E.U. Clerical Composite and the C.U.P.E. Composite Comparator.

Signed at Peterborough this 5th day of October, 1995.

FOR THE HEALTH CENTRE

Stephen Kay

Shirley Mason

Dale Noble

D. Nicholls

FOR THE UNION

Bonnie-Lee Baker

M. Burton

Don Bishop

J. Lathangue

E. Shaughnessey

Terry Baxter

Diane Bull

Andy Todd

Leah Casselman

APPENDIX E

MEMORANDUM OF SETTLEMENT

between

PETERBOROUGH REGIONAL HEALTH CENTRE

and

O.P.S.E.U., Local # 345

Re: Permanent Loss of Hours

In the event of a planned permanent change or alteration to a regular part-time employee's regular work, or a full-time employee's that results in a permanent loss of hours, but not involving layoff, the following will occur:

In concert with Article 9 (Seniority/Job Security) and 18.05 (Technological Change), the Agreement would provide the following:

- 1) Notice of change/job function would be a minimum of *six* (6) months prior to being affected and discussion would take place at the Labour Management Committee (Article 7.08). This would further define the rights established via Article 18.05 (a) and (b); and
- 2) If the alteration affected the employees hours of work (reduced), their current hours of work would be maintained for a minimum of *six* (6) months; and
- 3) The employee would have rights to retraining for the *six* (6) month period (triggered by the notice as defined in # 1 above). See Articles 9.11 and 18.05 (c).
- 4) The wages and compensation of the employee so affected would be maintained for the *six* (6) month period irrespective of their new pay band/classification.
- 5) If the alteration of an employees hours was greater than 25% of hours worked, Article 9 would be applied to the individual affected and their ability to be redeployed either into vacancy (Article 9.09(f) as via bumping rights (Article 9.09(e)).
- 6) The parties agree that the provision of this Memorandum of Settlement will be incorporated into the renewal Collective Agreement with or without amendments.

Dated at Peterborough on January 13, 1996.

FOR THE UNION

Bonnie-Lee Works

Sheila Bowser

Terry Baxter

FOR THE HEALTH CENTRE

Stephen Kay

APPENDIX F

LETTER OF UNDERSTANDING

between

PETERBOROUGH REGIONAL HEALTH CENTRE

and

**ONTARIO PUBLIC SERVICE EMPLOYEES UNION
(and its Local # 345, Full-Time and Part-Time Bargaining Units)**

Re: Local President

In the event that a member of the Union is elected Local President and the employee so elected does not occupy a position with regular day hours, the Health Centre will co-operate with the Union to see that the employee is placed in a position with comparable hours, where the regular hours of work would fall during the normal day shift hours (e.g. 8:00 a.m. to 4:00 p.m.).

It is agreed that for the duration of office, the parties agree to work together so that the Local President is able to work in a position where the regular hours of work fall during the normal day shift hours.

The parties agree to meet within two weeks of receiving notification from the Union of the election of the Local President with a view to meeting the above commitment.

The parties **will** review vacant bargaining unit day shift positions for which the President elect is qualified based on satisfying the **minimum** level of skills, ability, experience and qualifications for the vacant position. The Union agrees to waive the normal posting provisions to accomplish such placement of the President elect.

Where there are no suitable vacancies available:

The parties **will** endeavour to identify a bargaining unit position currently held by an employee with lesser bargaining unit seniority whose work the Local President can immediately perform. Where the parties agree that the less senior employee could perform that work currently performed by the President elect the less senior employee

APPENDIX G

LETTER OF UNDERSTANDING

between

PETERBOROUGH REGIONAL HEALTH CENTRE

and

**ONTARIO PUBLIC SERVICE EMPLOYEES UNION
(and its Local # 345, Full-Time and Part-Time Bargaining Units)**

Re: Joint Consultation Process

The parties acknowledge the mutual benefits to be derived from ongoing joint consultation. The Labour Management Committee is established to oversee the process.

To establish and implement the joint consultation process, the parties agree to the following objectives/actions:

- a. Establish guidelines and objectives for the Labour Management Committee so that it reflects the joint process.
- b. Establish a reporting system to monitor the progress and the effectiveness of the labour-management relations.
- c. Develop and implement joint presentations that will educate employees, management and stewards on at least the following areas:
 - the joint process we are working toward
 - the collective agreement interpretation
 - the **handling** of grievances
- d. Encourage open, honest communications between the union and management.
- e. Encourage constructive approaches, mutual respect and professionalism in **all** our dealings.

Signed this 17th day of October, 2001.

FOR THE HEALTH CENTRE

Ann Dobby
Shelley Watkin
Cathy Robson-Riches
Susan Biggs
Jane Parr

FOR THE UNION

CarolAnn Bolton
Sheila Bowser
Pat Springer
Debbie Chute
Jan Lathangue
Pat Schillemore
Terry Baxter

APPENDIX H

LETTER OF UNDERSTANDING

between

PETERBOROUGH REGIONAL HEALTH CENTRE

and

**ONTARIO PUBLIC SERVICE EMPLOYEES UNION
(and its Local # 345, Full-Time and Part-Time Bargaining Units)**

Re: Training & Development

The parties acknowledge the mutual benefits derived from the training and development of the members of O.P.S.E.U., Local # 345.

A joint committee with equal representatives from both the Union and the Health Centre will develop guidelines for developing a needs analysis, cost effective means to address these needs, as well as the prioritization and allocation of training for the bargaining unit members. These guidelines will be developed during the life of the collective agreement and such guidelines will be subject to amendment by mutual consent.

Signed this 17th day of October, 2001.

FOR THE HEALTH CENTRE

FOR THE UNION

Ann Dobby _____

CarolAnn Bolton _____

Shelley Watkin _____

Sheila Bowser _____

Cathy Robson-Riches _____

Pat Springer _____

Susan Biggs _____

Debbie Chute _____

Jane Parr _____

Jan Lathangue _____

Pat Schillemore _____

Terry Baxter _____

APPENDIX I

LETTER OF UNDERSTANDING

between

PETERBOROUGH REGIONAL HEALTH CENTRE

and

**ONTARIO PUBLIC SERVICE EMPLOYEES UNION
(and its Local # 345)**

Re: Article 10 - Promotions and Staff Changes

During the bargaining of this renewal collective agreement the parties identified a number of issues relative to the application and administration of the above-cited article.

The issues to be addressed and where possible resolved are as follows:

1. Improvements to both the data on job vacancies and the communication of available vacancies. Improve upon the existing system whereby positions that **will** become vacant are effectively communicated to all interested parties, namely the Local Union, Employee Relations and Managers.
2. Pursuant to the ongoing discussion at Labour Management Committee, the parties **will** formalize an agreement wherein if the employee has successfully performed in a similar position of the posted vacancy within the last twelve (12) months and the job has not significantly changed, the employee **will** be deemed minimally qualified for the posted position.
3. The determination and communication of job expectations for employees serving their trial period.
4. Formalization of an orientation template that can be adjusted to meet the specific needs of the department or unit, which includes a recommendation to meet with the employee during the trial period. It is further understood that the template includes the pre-determined job expectations as per the position description.
5. Review and develop a job shadowing process that would afford individual employees the opportunity to become familiar with a specific position that is of interest to the individual. It is understood that the employee would job shadow, wherever and whenever possible, prior to their applying for a posted vacancy in their area of interest. Time spent by an employee participating in job shadowing will be unpaid, however the employee may choose to use banked credits such as vacation or lieu time.

6. Discuss the training needs of the Health Centre relative to evolving job functions, duties and responsibilities. Once determined the parties **will** recommend training modules that address the new or altered job functions.
7. The Committee may identify additional issues relevant to Article 10 and they will endeavor to resolve the issue(s) so identified.
8. The Committee will meet within one hundred and twenty (120) **days** of ratification or issuance of an arbitration award and will complete their mandate within one hundred and twenty (120) **days**. These time **limits** may be extended by mutual consent.

Signed at Peterborough this 21st day of June, 2004.

FOR THE UNION

FOR THE HEALTH CENTRE

APPENDIX J

MEMORANDUM OF AGREEMENT

between

PETERBOROUGH REGIONAL HEALTH CENTRE

and

ONTARIO PUBLIC SERVICE EMPLOYEES UNION
(and its Local # 345, Full-Time and Part-Time Bargaining Units)

Re: Scheduling Process

The Parties agree to meet twelve (12) months after the implementation of changes to the scheduling process to review their experience with the application of the changes and to address any issue that may have arisen in putting these changes into practice.

Dated at Peterborough this 17th day of October, 2001.

FOR THE HEALTH CENTRE

FOR THE UNION

Ann Dobby

CarolAnn Bolton

Shelley Watkin

Sheila Bowser

Cathy Robson-Riches

Pat Springer

Susan Biggs

Debbie Chute

Jane Parr

Jan Lathangue

Pat Schillemore

Terry Baxter

APPENDIX K

This Model Agreement shall be part of the Collective Agreement and unless expressed otherwise, all other provisions of the Collective Agreement will apply.

RE: MODEL AGREEMENT WITH RESPECT TO COMPRESSED WORK WEEK AGREEMENTS

MEMORANDUM OF AGREEMENT
between
Peterborough Regional Health Centre
and
Ontario Public Service Employees Union
(and its Local # 345)

ARTICLE 1 - WORK UNIT AND EMPLOYEES COVERED

(Detailed and specific description of department and employees covered.)

ARTICLE 2 - HOURS OF WORK

- 2.01 The normal or standard extended work day shall be _____ hours per day
- 2.02 (Detailed description with an attached schedule where appropriate.)
- 2.03 Failure to provide twelve (12) 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 twelve (12) hour period. Where the twelve (12) 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.

ARTICLE 3 - OVERTIME

- 3.01 Overtime shall be defined as being all hours worked in excess of the normal or standard extended work day, as set out in Article 2.01 of the Model Agreement or in excess of the normal or standard work week as set out in Article 13.01 of the collective agreement.
- 3.02 For purposes of overtime the hours of work per week shall be averaged over (averaging period subject to the attached schedule) weeks.

ARTICLE 4 - REST PERIODS

4.01 Employees shall be entitled to a paid fifteen (15) minute rest period every 3.75 hours worked; (i.e. three (3) paid fifteen (15) minutes rest periods in a twelve (12) hour shift.)

ARTICLE 5 - MEAL PERIODS

5.01 Meal periods shall consist of forty-five (45) minutes of unpaid time.

ARTICLE 6 - SICK LEAVE AND LONG TERM DISABILITY

(Applicable to Full-Time Employees Only)

6.01 The short term sick leave plan **will** provide payment for the number of hours of absence according to the schedule to a total of 562.5 hours, (fifteen (15) weeks). All other provisions of the existing plan shall apply mutatis mutandis.

ARTICLE 7 - PAID HOLIDAYS (APPLICABLE TO FULL-TIME EMPLOYEES ONLY)

7.01 Holiday pay will be computed on the basis of seven and one-half (7 ½) hours per day.

7.02 **An** employee required to work on any of the designated holidays listed in the collective agreement shall be paid at the rate of time and one-half (1 ½) his/her regular straight time rate of pay for all scheduled hours worked on such holiday. In addition, she/he **will** receive a lieu day off with pay on the basis of seven and one-half (7 ½) hours per lieu day at a time mutually agreeable between the employee and her/his supervisor. In the event mutual agreement cannot be reached, the employee shall be allowed to **take** the day with her scheduled vacation.

Where an employee is required to work authorized overtime in excess of her scheduled hours on a paid holiday, such employee shall receive twice her regular straight time hourly rate for such authorized overtime.

ARTICLE 8 - VACATION

8.01 (Applicable to full-time only)

Vacation entitlement as set out in Article 15.

8.02 (Applicable to part-time only)

As set out in Article 15.09 of the collective agreement.

ARTICLE 9 - PREMIUMS

9.01 Employees **will** be paid shift premium of \$0.70 per hour effective April 1, 2005 for all hours worked between 1500 and 0700 hours. A further increase to \$0.80 per hour **will** be given effective April 1, 2006. On September 28, 2006 the shift and weekend premium **will** increase to \$0.85 per hour.

9.02 Weekend premiums shall be paid as per Article 13.09.

TERM

This agreement shall be (Specify Term).

Either party may, on written notice of *sixty* (60) days to the other party, terminate this Agreement notwithstanding the above specified term.

Dated this _____ day of _____, 2001.

FOR THE UNION

FOR THE HEALTH CENTRE

APPENDIX L

LETTER OF UNDERSTANDING

between

PETERBOROUGH REGIONAL HEALTH CENTRE

and

ONTARIO PUBLIC SERVICE EMPLOYEES UNION
(**and** its Local # 345, Full-Time **and** Part-Time Bargaining Units)

Re: Extra Hours List

Whereas the reference to the Extra Hours List is contained in Article 13.10;

And whereas the parties in an effort to **make** the list more accessible;

Therefore be it resolved that the Health Centre, in conjunction with the Union, undertake to **make** the Extra Hours List accessible electronically.

Signed at Peterborough this 21st day of June, 2004.

FOR THE UNION

FOR THE HEALTH CENTRE

APPENDIX M

MEMORANDUM OF AGREEMENT

between

PETERBOROUGH REGIONAL HEALTH CENTRE

and

**ONTARIO PUBLIC SERVICE EMPLOYEES UNION
(and its Local # 345)**

Re: Maternity & Parental Leave

The agreed to items document relative to the current round of bargaining and referenced in the Memorandum of Agreement on issues agreed to and outstanding at Articles 11.05 a) and g) indicates a 17 week leave and a 25 week sub plan relative to the leave. It is understood that the alteration from 35 to 17 weeks was amended to reflect the provisions of the ESA and EI legislation.

The parties agree that this alteration does not reduce the total entitlement of 40 week of sub plan as set out in the current collective agreement.

Signed at Peterborough this 21st day of June, 2004.

FOR THE UNION

FOR THE HEALTH CENTRE

APPENDIX N

MEMORANDUM OF AGREEMENT

between

PETERBOROUGH REGIONAL HEALTH CENTRE

and

**ONTARIO PUBLIC SERVICE EMPLOYEES UNION
(and its Local # 345)**

Re: Workload

The Health Centre and Union mutually undertake that the Union Management Cooperation Committee will meet within one hundred and twenty (120) days from the date of this award in order to exchange information and ideas and to confer on the issue of workload.

Signed at Peterborough this _____ day of _____, 2005.

FOR THE UNION

FOR THE HEALTH CENTRE

APPENDIX O

LETTER OF UNDERSTANDING

between

PETERBOROUGH REGIONAL HEALTH CENTRE

and

**ONTARIO PUBLIC SERVICE EMPLOYEES UNION
(and its Local # 345)**

Re: Disclosure of Work Transfer

In the event the Health Centre determines the need to transfer the work performed by members of the Bargaining Unit to a location that is not owned and/or operated by the Health Centre, it **will** promptly

- a) Disclose to the union its plan to relocate the work and the reasons for the relocation;
- b) Provide all documentation to the Union concerning the relocation which is relevant to employment, labour relations, or to terms or conditions of employment;
- c) Confer and consult with the Union in the Union Management Cooperation Committee as often as reasonably necessary in order genuinely to engage with the Union and to consider any input from the union concerning the terms and conditions of employment for employees who work or will work in a location that is not owned and/or operated by the Health Centre.

Signed at Peterborough this _____ day of _____, 2005.

FOR THE UNION

FOR THE HEALTH CENTRE

APPENDIX P

LETTER OF UNDERSTANDING

between

PETERBOROUGH REGIONAL HEALTH CENTRE

and

**ONTARIO PUBLIC SERVICE EMPLOYEES UNION
(and its Local # 345)**

RE: JOB POSTINGS - MINIMUM QULIFICATIONS

For the purpose of Article 10.04(a) of the collective agreement the minimal level of skill, ability, experience and qualifications is expanded to mean:

- a) That the employee has either the education established for the position or the equivalency achieved through education and experience.
- b) The employee must be able to perform the core responsibilities of the job at an entry level established by the Health Centre for that position.

Job testing may be used to assist in determining an employee's qualifications. For those qualifications, which may be measured objectively, the minimum proficiency level may be stated on the job posting. It is understood that standardized qualifications and established proficiency levels will be consistent with the core responsibilities of the position.

Re-Testing

If the Health Centre utilized job testing in their assessment of an employee's qualifications and the employee demonstrated that they possessed those qualifications specific to the job vacancy within the previous twelve (12) months, the employee shall not be re-tested and shall be deemed to possess the specific qualifications determined by the testing for future job competitions and/or transfers.

Signed at Peterborough this _____ day of _____, 2005.

FOR THE UNION

FOR THE HEALTH CENTRE

APPENDIX Q

COMMUNICATION OF LAYOFF'S O.P.S.E.U 345 – Article 9.09 (b)

Once parties have met to discuss, the following should be followed to ensure proper notification to all and to ensure the privacy of those affected is protected.



Notice to Employee of Lay-off

A date will be set with the Manager and Union to meet with the individual(s) affected



Notice to Rest of Organization

Immediately following the meeting with the affected employee(s), an email will be issued advising of the type of lay-off, that their employee's should be notified and the protocol to be used for next steps. Confidentiality is of the utmost importance.
Process continues until the bumping/ redeployment process ends.

APPENDIX R

**PLANNED OR UNPLANNED SHORT-TERM LAYOFF O.P.S.E.U.
(Article 9.08)
O.P.S.E.U. 345**

When there is a planned or unplanned short-term lay-off of less than one (1) week, the parties agree to meet as soon as possible to discuss alternatives in an Interest Based Approach.

APPENDIX S

UNPLANNED SHORT-TERM LAYOFF O.P.S.E.U. 345 (Article 9.08)

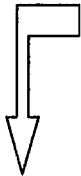
Parties meet to discuss details including alternatives to the lay-off. Parties agree to use an Interest Based Approach to find solution (Article 9.06)



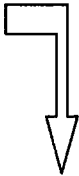
Notice of Unplanned Short-term Lay-off
As much as possible
Occurs when there is less than 30 days notice and would occur after the schedule has been posted
Defined as temporary reduction in hours that is greater than one week but less than 3 weeks



Notice to Employees
As much as possible



Employee Options



Accept lay-off
Use Frozen sick time, banked lieu time, vacation, floats or take unpaid (ROE to be issued)

Opt to Work
Employee gets preference from Extra Hours List
ROE to be issued from Payroll

APPENDIX T

PLANNED SHORT-TERM LAYOFF O.P.S.E.U. 345

Parties meet to discuss details including alternatives to the lay-off. This can be done through LMC meetings when notice allows (Article 9.06)



Notice of Planned Short-term Lay-off

Minimum of 30 days notice to the Union
 Defined as a temporary reduction in hours and/or elimination of position that is greater than 1 week but less than 3 weeks
 Applies to both full-time and part-time employees
 If there is a finite period of time that is greater than 3 weeks, the parties agree to meet and discuss before issuing the notice to the employee(s) to determine whether a short-term or long-term lay-off is required

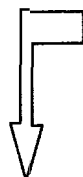


Notice to Employees

Minimum of 30 days



Employee Options



Accept lay-off

Use Frozen sick time, banked lieu time, vacation, floats or take unpaid (ROE to be issued)

Opt to Work

1. Manager to find work within department / unit or outside department / unit via email to other managers & in consultation with the Extra Hours List:
i.e., work in other unit/dept., job shadow, self-learning packages, project work, non-union work, education / training day
2. Redeploy to temporary position or displace temporary employee
3. If can't find alternative work, the employee can bump

NOTE: It is understood by both parties that in order to bump into another position or in order to be able to opt to work in another department, an employee must be minimally qualified for the position.

APPENDIX U

LONG-TERM LAYOFF O.P.S.E.U. 345

Parties meet to discuss details including alternatives to the lay-off. This can be done through LMC meetings (Article 9.06)



Notice of Permanent Lay-off Article 9.07 (a) & Appendix E

Minimum of 6 months notice to the Union
F/T lay-off includes permanent reduction in hours and/or elimination of position (article 9.07 (a))
P/T permanent will have a reduction in hours in excess of 25% and/or elimination of position



Offer Early Retirement Article 9.09 (a) 1.1

Based on seniority & offered within the bargaining unit. The number of offers is the difference between the number of lay-offs to be issued and the number of redeployment opportunities.



Notice to Employees Article 9.07 (b)
6 months notice



Employee Options Article 9.09 (c)



Bump

Displace another member of bargaining unit with less seniority, & who is the least senior, if there is more than one incumbent in the position (Article 9.09(c) & Article 9.09(e))

Separation Allowance

Resign & give up recall rights within 30 days of notice of lay-off; or after that 30 day period (Article 9.09 (c) & Article 9.12)

Accept lay-off

Placed on recall list for 24 months (Article 9.09(c) & Article 9.10)

Retire

Must be eligible under HOOPP (Article 9.09 (c) & Article 17.04)

Stay in position with reduced hours

Applies only to P/T employees whose hours have been reduced.

Redeploy

Redeploy to a vacant position (Article 9.09(c) & Article 9.09(f))

NOTE: It is understood by both parties that in order to bump into another position or in order to be able to opt to work in another department, an employee must be minimally qualified for the position.

Retraining Article 9.11

An employee who has accepted the lay-off or is unable to displace any other employee can be redeployed to a position as identified by the LMC with the benefit of 6 months retraining.

NOTE: As per Article 9.09 (d), nothing contained herein reduces / eliminates any rights contained in the current collective agreement.

APPENDIX V

Memorandum of Agreement

Between

Peterborough Regional Health Centre

And

OPSEU and its Local #345

Whereas the Union filed a number of grievances in respect to the Health Centre's Vacation Policy and the application/administration of the respective collective agreement; and

Whereas this matter was referred to final and binding arbitration, wherein Arbitrator Frank Reilly issued an award on February 12th, 2004; and

Whereas the parties have met on numerous occasions to determine how best to implement the award of the Arbitrator.

Therefore it is resolved that the following terms and conditions represent the agreement reached by the parties and are deemed to be in compliance of the Reilly award referenced above:

1. The vacation leave provisions contained in the collective agreement for Local #345 are contained in articles 15.01 through 15.09 and are attached to this agreement.
2. The vacation leave provisions contained in the collective agreement are in full force and effect, however, they are altered by the terms and conditions contained in this agreement.
3. Employees may submit requests for vacation during "Prime Summer Time" which is June 21st to September 21st of each year. An employee may request up to three (3) consecutive calendar weeks during Prime Summer Time and the provisions of Article 15.04, that is vacation shall be granted on the basis of seniority among those employees who applied.
4. Employees who submit requests for vacation to be taken between September 22nd and June 20th of each year (other than "Prime Summer Time") will have their request considered in accordance with Article 15.04, that is vacation shall be granted on the basis of seniority among those employees who applied.
5. The deadline for submitting requests for vacation leave during Prime Summer Time is extended to March 15th, 2004 and the approved vacation schedule will be posted on or before April 7th, 2004. It is understood that the time frames set out in the respective collective agreements will apply for all subsequent years.

Signed at Peterborough this 4th day of March, 2004.

For the Union

For the Employer

Marion Burton

Larry Maltby
