

| | | | |
|-------------------|-------|----|----|
| SOURCE | Hosp. | | |
| EFF. | 9/1 | 04 | 01 |
| TOTAL | 28 | 03 | 31 |
| No. OF EMPLOYEES | 240 | | |
| NOMBRE D'EMPLOYES | A.7 | | |

COLLECTIVE AGREEMENT

BETWEEN:

THE ONTARIO PUBLIC SERVICE EMPLOYEES UNION
 (hereinafter referred to as the "Union")
 and its Local 320

and

THE WEST PARRY SOUND HEALTH CENTRE
 (hereinafter referred to as the "Health Centre")

Sector II - Hospitals - Support

(Service - Full-Time - Part-Time combined)

Duration: April 1, 1997 to March 31, 1998

12/17/3/01

INDEX

| Article | Title | Page No. |
|---------|---|----------|
| 1. | General Purpose..... | 1 |
| 2. | Recognition..... | 1 |
| 3. | No Discrimination | 2 |
| 4. | Union Security..... | 2 |
| 5. | Management Rights..... | 4 |
| 6. | Union Representation..... | 4 |
| 7. | No Strikes or Lockouts..... | 6 |
| 8. | Grievance Procedure..... | 6 |
| 9. | Arbitration..... | 8 |
| 10. | Seniority..... | 9 |
| 11. | Technological Change..... | 13 |
| 12. | Job Postings..... | 13 |
| 13. | Leaves of Absence..... | 16 |
| 14. | New Classifications and Rates of Pay | 18 |
| 15. | Paid Holidays..... | 19 |
| 16. | Vacations..... | 22 |
| 17. | Hours of Work..... | 23 |
| 18. | Reporting Pay and Call-in..... | 25 |
| 19. | Health and Welfare Benefits..... | 27 |
| 20. | Sick Leave..... | 29 |
| 21. | Bulletin Boards..... | 30 |
| 22. | Miscellaneous..... | 30 |
| 23. | Occupational Health and Safety..... | 30 |
| 24. | Access to Files..... | 31 |
| 25. | Job Sharing..... | 31 |
| 26. | Term of Agreement..... | 32 |
| 27. | Retroactivity..... | 33 |
| | Schedule A - Rates of Pay..... | 34 |
| | Schedule I - Job Clarification..... | 47 |
| | Letter of Understanding - Ambulance Attendants | |
| | Hours of Work..... | 49 |
| | Letter of Understanding - Maintenance Employees | |
| | Responsibility Pay..... | 51 |
| | Letter of Understanding - Uniform Policies..... | 52 |
| | Letter of Understanding - Medical Information..... | 53 |
| | Letter of Understanding - Emergency Health Services Regulations.. | 54 |

Article 1 - General Purpose

- 1.01 The general purpose of this agreement is to establish an orderly collective bargaining relationship between the Health Centre and the employees represented by the Union. The agreement is also to provide a method of settling differences and grievances which might arise, so as to maintain harmonious relations between the Health Centre and all employees covered by this Agreement.

Article 2 - Recognition

- 2.01 The Health Centre recognizes the Union as the exclusive bargaining agent for all employees of the West Parry Sound Health Centre in and out of the Town of Parry Sound, save and except supervisors, persons above the rank of supervisor, professional medical staff, undergraduate and registered nurses, technical and paramedical personnel, office and clerical staff and employees in the bargaining units for which many union held bargaining rights as of April 4, 1997.

Clarity Note:

For the purpose of clarity, all Home Support Workers coordinated out of the Town of Parry Sound are included in the bargaining unit, regardless of where they provide services, and Ambulance Attendants providing services at Point au Baril are included in the unit. Graduate and undergraduate pharmacists, graduate and student dietitians, social workers and social worker assistants and persons engaged in research work are not included in the unit.

- 2.02 It is agreed that the work “employee” or “employees”, wherever used in this agreement shall be deemed to refer only to an employee or employees in the bargaining unit as hereinbefore defined.
- 2.03 Where the masculine pronoun is used in this agreement, it shall be deemed to include the feminine, and vice versa, where the context so requires.
- 2.04 (a) “Regular part-time” employee is an employee who makes a commitment to be available for work on some predetermined basis and in respect of whom there is a predetermined Schedule of not more than thirty (30) hours per week.
- (b) A “Casual part-time” employee is defined as a person who is not prescheduled but is available to work as required by the Health Centre.

- (c) All regular part-time employees must be available to work predetermined schedule according to the following conditions:
- (i) to work a minimum of **six (6)** full shifts per two week period;
 - (ii) available twelve (**12**) months a year less the allowable vacation entitlement;
 - (iii) available for one (**1**) weekend in two (**2**) when required by the Health Centre.

Article 3 - Discrimination

- 3.01 The parties agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practiced by either of them or their representatives or members, because of **an** employee's membership or non-membership in the Union or because of his activity or lack of activity in the Union.
- 3.02 It is further agreed that there shall be no solicitation of members, collection of dues or other Union meetings or activity on the premises of the Health Centre except as permitted by this agreement or specifically authorized by the Health Centre in writing.
- 3.03 The parties agree that in accordance with the provisions of the Ontario Human Rights Code, there shall be no discrimination against any employee by the Union of the Health Centre by reason of race, creed, colour, age, sex, marital status, nationality, ancestry or place of origin.

Article 4 - Union Security

- 4.01 The Health Centre shall deduct from each month's pay of each employee, starting with the pay period nearest to the effective date of this agreement, **an** amount equivalent to such union dues as may be designated by the Union from time to time according to the following conditions:
- (a) All employees covered by this agreement shall, as a condition of employment, have deducted from their pay each month an amount equivalent to the regular monthly union dues.
 - (b) New employees shall have deductions made on the first regular deduction date following completion of thirty (30) calendar days of employment.

- (c) Union dues will be deducted from the employee's pay on each bi-weekly pay and the same shall be remitted by the Health Centre to the Union not later than the fifteenth (15th) of the month following deductions:
- (d) The Health Centre agrees when forwarding Union dues to the Union's Head Office in Toronto, attention of the Director of Finance, to submit a list indicating:
 - (i) the names of those employees from whom deductions have been made;
 - (ii) names and dates of hire of those employees hired in the preceding month; and
 - (iii) names of those employees who terminated in the preceding month.

A copy of the list **will** be submitted to the local secretary of the Union.

- 4.02 Regular monthly union dues referred to in this Article shall mean the regular monthly union dues uniformly assessed all the members of the Union in accordance with its constitution and by-laws as certified to the Health Centre in writing by the Union.
- 4.03 In consideration of the deducting and forwarding of Union dues by the Health Centre, the Union agrees to indemnify and save the Health Centre harmless against any claims or liabilities arising or resulting ~~from~~ the operation of this article.
- 4.04 T-4 slips issued annually to employees shall show deductions made for Union Dues.
- 4.05 No individual employee or group of employees shall undertake to represent the Union at meetings with the Health Centre without proper authorization from the Union body. Further no agreement shall be deemed to be in effect without the signature of the Local President, Chief Steward, and a Staff Representative.

Article 5 - Management Rights

5.01 The Union acknowledges that it is the exclusive right and power of the Health Centre:

- (a) To direct the working forces, to hire, assign, retire, discharge, direct, promote, demote, classify, transfer, lay off, recall and suspend or otherwise discipline employees; provided that a claim of discharge without just cause by an employee who has completed his probationary period may be the subject of a grievance and dealt with as herein provided.
- (b) 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 the kinds and locations of machines, equipment to be used, and allocations and number of employees required from time to time, the standard of performance for all employees and all other matters concerning the Health Centre's operations, not otherwise specifically dealt with elsewhere in this Agreement.
- (c) To maintain order, discipline and efficiency and to make and alter from time to time rules and regulations to be observed, provided such rules and regulations are not inconsistent with the provisions of this Agreement.

Article 6 - Union Representation

- 6.01
- (a) The Health Centre agrees to recognize a Negotiating Committee of not more than five (5) employees (full time and part-time).
 - (b) The Health Centre acknowledges the right of the Union to appoint or otherwise select ten (10) stewards as follows:

| | |
|-------------------------|-----|
| C.C.A.C. | - 2 |
| Ambulance/Base Hospital | - 2 |
| Nursing | - 2 |
| Support Services | - 2 |
| Maintenance | - 1 |
| Dietary | - 1 |

6.02 Where the parties mutually agree that there are matters that would be beneficial if discussed at an Employee Relations Committee meeting during the term of this agreement, the following shall apply.

An equal number of representatives of each party as mutually agreed shall meet at a time and place mutually satisfactory. **A** request for a meeting hereunder will be made in writing at least fourteen **(14)** days prior to the date proposed and accompanied by an agenda of matters proposed to be discussed. It is understood that such committee will not be used to discuss grievances or other matters that are more properly the subject of negotiations. Union representatives shall receive their regular pay for all regularly scheduled working hours lost due to attendance at such meetings.

6.03 All committee members, stewards and members of the Union Executive must have completed their probationary period.

6.04 In accordance with this understanding, it is agreed that:

- (a) Each member of the said Negotiating Committee shall receive his regular pay for all regularly scheduled working hours lost due to attendance at negotiating meetings with representatives of the Health Centre up to but not including conciliation.
- (b) The Union recognizes that stewards have regular duties to perform as employees of the Health Centre, and as far as possible, Union business will be conducted outside working hours. Such employees shall not, therefore, leave their regular duties for the purpose of conducting any business on behalf of the Union or to discuss any grievance without first obtaining the permission of their supervisor. Such permission will not be unreasonably withheld. When returning to work an employee who has been given time to conduct Union business or take up a grievance, will report to his Supervisor.

A steward having obtained the permission of his Department Head to leave his regular duties for grievance purposes shall be paid **his** regular rate for such time lost from his regular working hours.

6.05 For the purpose of this article, the name and position of each of the committee members, stewards and members of the Union Executive, from time to time selected, shall be given to the Health Centre in writing and the Health Centre shall not be required to recognize any such committee members, stewards or members of the Union Executive until it has been so notified.

- 6.06 It is agreed that upon commencement of employment, new employees will be advised by a representative of the Human Resources Department of the existence of the Union and the conditions surrounding their employment as contained in the herein collective agreement, and any rules that may be formulated under its terms. It is also agreed that a representative of the Union will be given an opportunity to interview each employee once, upon completion of his or her probationary period, for the purpose of ascertaining the wishes of the employees concerning membership in the Union. The Health Centre will notify the Union monthly of the names **of** those who complete their probationary period, and on request will arrange a time and place for such interview, the time of which shall not exceed ten (10) minutes. Because of these privileges of interview granted in this clause, it is expressly agreed by the Union that there shall be no solicitation for membership or any other union activity on the premises of the Health Centre without prior Health Centre approval

Article 7 - No Strikes or Lockouts

- 7.01 During the term of this Agreement neither the Union nor any of its officers or officials nor any employees shall take part in or call or encourage any strike, sit-down (which shall include any work-to-rule arrangement) or any suspension of work against the Health Centre, which shall in any way affect the operations of the Health Centre. Nor shall the Health Centre nor any of its officers or officials engage in any lockout. The word "strike" and the word "lockout" shall have the meaning as set forth in the **Labour Relations Act**, as amended.

Article 8 - Grievance Procedure

- 8.01 For the purposes of this agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of this agreement including any question as to whether a matter is arbitrable.
- 8.02 It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible and it is understood that any employee has no grievance until he has first given his immediate supervisor the opportunity of adjusting his complaint. If an employee has a complaint, such complaint shall be discussed with his immediate supervisor within ten (10) calendar days after the circumstances giving rise to the complaint have originated or occurred. If the immediate supervisor **is** unable to adjust the complaint to their mutual satisfaction within ten (10) calendar days, the employee may proceed with the grievance procedure within ten (10) calendar days following the decision of the immediate supervisor.

8.03 A grievance of an employee properly arising under this agreement shall be adjusted and settled as follows:

Step 1

The employee must submit a written grievance with the assistance of a Union Steward, if desired, signed and dated by the employee, to his immediate supervisor. The nature of the grievance and the remedy sought shall be set out in the grievance.

The immediate supervisor will deliver his decision in writing within seven (7) calendar days after receipt of the grievance in writing. Failing settlement, the next step in the grievance procedure may be taken.

Step 2

Within seven (7) calendar days following the decision under Step 1, the employee must submit the written grievance to the Director of the Department (or his designate) who will deliver a decision in writing within seven (7) calendar days of his receipt of the written grievance. The parties may, if they so desire, meet to discuss the grievance at a time and place suitable to both parties. Such meeting shall be with the grievance committee. Failing settlement, the next step in the grievance procedure may be taken.

Step 3

Within seven (7) calendar days following the decision under Step 2, the grievance must be submitted to the Chief Executive Officer (or his designate) to be discussed at a meeting between the Chief Executive Officer (or his designate) and the Grievance Committee, including the grievor(s) within seven (7) calendar days of receipt of the grievance. Either party may have assistance from outside the Health Centre at the meeting if desired. The Chief Executive Officer (or his designate) shall give his written disposition within seven (7) calendar days of the day of such meeting. Failing settlement, either party may submit the matter to arbitration within fourteen (14) calendar days after the reply at Step 3 is given.

8.04 **Policy Grievance**

A grievance arising directly between the Health Centre and the Union concerning the interpretation, application, administration or alleged violation of the agreement must be originated under Step 3 within fourteen (14) calendar days of the event giving rise to the grievance. Failing settlement under Step 3 within fourteen (14) calendar days, it may be submitted to arbitration in accordance with Article 9. However, it is expressly understood, that the provisions of this paragraph may not be used by the Union to institute a complaint or grievance directly affecting an employee which such employee could himself institute and the regular grievance procedure shall not be thereby by-passed.

8.05 Discharge Grievance

A grievance involving the discharge of an employee must be produced in writing and originated under Step 2 within seven (7) calendar days of the employee being notified of his discharge.

8.06 All agreements reached under the grievance procedure between the representatives of the Health Centre and the representatives of the Union will be final and binding upon the Health Centre and the Union and the employee or employees involved.

8.07 Group Grievance

Where two (2) or more employees have identical grievances and each employee would be entitled to grieve separately, all such employees shall sign a grievance form and submit the grievance at Step 2 within fourteen (14) calendar days of the event giving rise to the grievances, The grievances shall be processed as one grievance subject to all applicable provisions under the Grievance Procedure.

8.08 If the Health Centre does not reply within the time limits stated in the article, the grievance may be submitted to the next step of the grievance procedure. In such cases, for the purposes of proceeding to arbitration, the grievance shall be considered to have conformed to the requirements of the Grievance Procedure. Similarly, if the Union does not proceed to the next step within the time limits, the grievance is deemed to be withdrawn.

Article 9 - Arbitration

9.01 If the Health Centre or Union requests that a grievance be submitted to arbitration, as herein before provided, it shall make such request in writing addressed to the other party to this agreement, and at the same time name a nominee. Within seven (7) calendar days thereafter the other party shall name a nominee, provided, however that if such party fails to name a nominee as herein required, the Office of Arbitration of the Ministry of Labour of the Province of Ontario shall have power to effect such appointment upon application thereto by the party invoking the arbitration procedure. The two nominees shall attempt to select by agreement a chairman of the Arbitration Board.

If they are unable to agree upon such a chairman within a period of fourteen (14) calendar days, they shall then request the Office of Arbitration of the Ministry of Labour of the Province of Ontario to appoint a chairman.

9.02 No person may be appointed as a arbitrator who has been involved in a attempt to negotiate or settle the grievance.

- 9.03 No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the grievance procedure.
- 9.04 The Board of Arbitration shall not have any power to amend, alter, modify or add to any of the provisions of this agreement or to substitute any new provisions for any existing provisions, nor to give any decision inconsistent with the terms and provisions of this agreement.
- 9.05 The proceedings of the Arbitration Board will be expedited by the parties hereto and the decision of the majority and where there is no majority, the decision of the chairman will be final and binding upon the parties hereto and the employee or employees concerned.
- 9.06 Each of the parties hereto will bear the expenses of the nominee appointed by it and the parties will share equally the fees and expenses, if any, of the chairman of the Arbitration Board.

Article 10 - Seniority

- 10.01 A new employee will be considered on probation until after he has completed 450 hours worked with the Health Centre from his most recent date of hire.
- 10.02 Upon completion of such probationary period, the employee shall be credited with seniority on the basis of hours paid. The dismissal of a probationary employee shall not be the subject of a grievance. Rather a probationary employee may be dismissed at the sole discretion of the Health Centre provided only that the dismissal does not violate the Human Rights Code.
- 10.03 With the written consent of the Health Centre, the probationary employee, and the union, such probationary period may be extended. Any extensions agreed to will be in writing and will specify the length of the extension.
- 10.04 An employee who transfers to or from casual, part time or full time status shall not be required to serve a probationary period where he has previously completed one. Where no such probationary period has been served, the number of hours worked during the three (3) months immediately preceding the transfer shall be credited toward the probationary period.
- 10.05 An employee whose status is changed to or from full time, part time or casual shall receive credit for his full seniority on the basis of hours paid and shall be enrolled in the employee benefit plans, if applicable, subject to meeting any waiting period or other requirements of those plans.

- 10.06 Separate seniority lists of full time, part time and casual employees shall be prepared 2 times per year according to the records of the Health Centre and be date stamped and posted by December 1 and June 1 of each year. Such lists shall be posted on a bulletin board and a copy sent to the Local President. **If** an employee does not challenge the position of his name on the seniority list within the first five **(5)** working days **from** the date his name first appears on the seniority list, then he shall be deemed to have proper seniority standing. In the event the employee is not at work when the list is posted he must object to his seniority standing with three **(3)** working days from the date he returns to work or receives the list, whichever is earlier.
- 10.07 The lay off of employees shall be conducted on the basis of the separate seniority lists and shall be separate and distinct from the layoff of employees on any other seniority list. However, bargaining unit seniority shall apply with regard to the displacement procedure, recall rights, job posting and **all** other seniority related issues.
- 10.08 Layoffs shall take place on a departmental basis. Employees with the least seniority within the classification in the department in which the lay off takes place shall be laid off first, provided that the employees who remain on the job then have the qualifications, skill and ability to perform the work.
- 10.09 **An** employee laid off shall have the option to either:
- (a) accept the lay off; or
 - (b) displace a full time, part time **or** casual employee who has lesser bargaining unit seniority and who **is** the least senior employee in a lower or identical paying classification in the same department if the employee originally subject to lay off has the skills, ability and qualifications to perform the work in that position with only a familiarization period of up to one week. The person so displaced shall have the right to displace another employee within their department subject to the provisions above.
 - (c)
 - (i) Where an employee resigns within thirty (30) days **after** receiving notice of layoff pursuant to Article 10.16 that his/her position will be eliminated, he/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 dollars (\$3,000.00).
 - (ii) Where an employee resigns later than thirty **(30)** days after receiving notice pursuant to Article 10.16 that his/her position will be eliminated, he/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 dollars (\$1,250.00).

- (d) Prior to issuing notice of layoff pursuant to Article 10.16 in any classification(s), the Health Centre will offer early-retirement allowance to a sufficient number of employees eligible for early retirement under HOOPP with the classification(s) in order of seniority, to the extent that the maximum number of employees within a classification who elect early retirement is equivalent to the number of employees with the classification(s) who would otherwise receive notice of layoff under Article 10.16.

An employee who elects an early retirement option shall receive, following completion of the last day of work, a retirement allowance of two (2) weeks' salary for each year of service, plus a prorated amount for any additional partial year of service, to a maximum ceiling of twenty-six (26) weeks' salary, and, in addition, full-time employees shall receive a single lump-sum payment equivalent to one thousand dollars (\$1,000.00) for each year less age sixty five (65) to a maximum of five thousand dollars (\$5,000.00) upon retirement.

- 10.10 **An** employee who has displaced another employee shall be on probation in the new position for up to 225 hours, during which the employee must demonstrate his ability to perform the new work without training. Failure to demonstrate this ability will result in the employee layoff without further displacement rights.

- 10.11 (a) Employees who have been laid off for the lesser of their length of seniority or twenty-four (24) calendar months shall be recalled to vacancies which become available in equal or lower rated classifications in their department in the order of their bargaining unit seniority, provided they then have the skills, qualifications and ability to perform the available work.

- (b) **An** employee recalled to work in a different classification from which he was laid off, or an employee who has displaced an employee in a lower classification shall be entitled to return to the classification he held prior to the layoff or displacement should it become vacant within twenty-four (24) calendar months of the lay off provided that the employee remains qualified and able to perform the duties of his former classification.

The posting procedure shall not apply until after the recall and return to prior classification processes in Articles 10.11 (a) and (b) have been completed.

- 10.12 **An** employee given notice of recall shall have three (3) working days after receipt of such notice to signify his/her intention, in writing to return to work on the date specified by the Health Centre. Any employee **who** does not so signify shall be deemed to have ceased employment with the Health Centre. The Health Centre shall be entitled to rely, for all purposes, on the latest address of the employee contained in the records of the Health Centre.

- 10.13 No new employee shall be hired in the classification in the department in which a lay off has taken place until laid off employees, who have been laid off for the lesser of their length of seniority or twenty-four **(24)** calendar months, and are eligible for recall as prescribed in this article, have been given the opportunity to return to work.
- 10.14 Supervisors excluded from the bargaining unit shall not perform duties normally performed by employees in the bargaining unit which shall directly cause or result in the lay off or loss of seniority to employees in the bargaining unit.
- 10.15 In the event of a proposed lay off at the Health Centre of a permanent or long term (in excess of **13** weeks) nature, the Health Centre will:
- (a) provide the Union with no less than 30 calendar days' notice of long-term layoffs and not less than five **(5)** months' notice of permanent layoff
 - (b) meet with the Union through the Employee Relations Committee to review the following:
 - (i) the reason causing the lay off;
 - (ii) the service the Health Centre will undertake after the layoff;
 - (iii) the method of implementation including the areas of cut-back and employees to be laid **off**;
 - (iv) ways the Health Centre can assist employees to find alternate employment.

This provision applies to notice of layoff given on or after August 11, 1998. Where notice of layoff is given prior to August 11, 1998, the previous notice requirements apply.

- 10.16 Employees shall be entitled to three (3) months' notice of permanent layoff. In the event of a long-term layoff, the employee shall be entitled to notice in accordance with the provisions of the Employment Standards Act. It is agreed and understood that Regulation 327, Section 7, of the Employment Standards Act applies. It is further agreed that notice to both the Union and the employees may run concurrently.

This provision applies to notice of layoff given on or after August 11, 1998. Where notice of layoff is given prior to August 11, 1998, the previous notice requirements apply.

10.17 **An** employee shall lose all seniority and shall be deemed to have terminated if he:

- (a) voluntarily resigns his employment;
- (b) is discharged and not reinstated;
- (c) has been laid off for twenty-four **(24)** calendar months;
- (d) fails to return to work after the completion of a leave of absence which may be granted by the Health Centre;
- (e) utilizes a leave of absence for the purpose other than for which it was granted;
- (f) leaves his post without permission during regular working hours without reasonable excuse;
- (g) is absent from scheduled work for a period of three (3) or more consecutive working days without notifying the Health Centre of such absence and providing a reason satisfactory to the Health Centre.

10.18 The departments referred to in this collective agreement and the job classifications within these departments are set out in Schedule 1. New classifications are to be discussed with the Union and the employee involved.

Article 11 - Technological Change

11.01 Where the Health Centre has decided to introduce a technological change which will significantly alter the status of **an** employee within the bargaining unit, the Health Centre undertakes to meet with the Union to consider the minimization of adverse effects (if any) upon the employees concerned.

Employees with one or more years of continuous service who are subject to lay off under conditions referred to above, will be given notice of the impending change in employment status at the earliest reasonable time in keeping with the notification to the union as set forth above and the requirements of the applicable legislation.

Article 12 - Job Postings

12.01 Where a permanent vacancy occurs in **a** classification within the bargaining unit or a new position within the bargaining unit is established by the Health Centre, such vacancy shall be posted by the Health Centre for **a** period of seven **(7)** working days. The posting shall stipulate the qualifications, classification, department and shift. All applications are to be made in writing within the posting period. Upon hiring, the name of the successful applicant shall be posted.

- 12.02 (a) **An** employee may make a written request for transfer by advising the Health Centre and filing a Request for Transfer form. Such requests will be considered as applications for posted vacancies as well as subsequent vacancies. The maximum number of positions to which an employee may request a transfer at any one time is four (4). Request for transfer shall become active upon receipt and must be renewed during the month of January of each year to remain so.
- (b) Vacancies created by the filling of a posted vacancy will be posted for three (3) calendar days and consideration for such subsequent vacancies will be given to employees in this bargaining unit who have a request for transfer on file.
- 12.03 Employees shall be selected for positions under either Article 12.01 or 12.02 on the basis of their skill, ability, experience and qualifications. Where these factors are relatively equal amongst the employees considered, bargaining unit seniority shall govern providing the successful applicant, if any, is qualified to perform the available work. Such judgement shall be made in a fair, impartial and consistent manner.
- 12.04 The employees eligible for consideration shall be limited to those employees who have applied for the position in accordance with Article 12.01 and 12.02, and selection shall be made in accordance with Article 12.03 above it being understood that should there be no qualified applicant, the Health Centre may attempt to fill the position from outside the bargaining unit.
- 12.05 Temporary Vacancies (Full-time, Part-time, and Temporary Employees).

- (a) The Health Centre shall post and fill all temporary vacancies in accordance with Article 12 and any subsequent temporary vacancies to replace employee(s) who will be on an approved LOA in excess of three (3) months including absences due to pregnancy or parental leave, WSIB disability, sick leave, long term disability, or to perform a special non-recurring task. The term of such temporarily filling of the position shall not exceed one (1) year unless there is a mutual agreement between the Union and the Health Centre. In any event the terms of the temporary position shall not exceed the absentees leave or 18 months whichever is less. All employee(s) in the bargaining unit are entitled to bid on temporary vacancies.

Notwithstanding the foregoing it is agreed and understood that any employee based on seniority who would otherwise be laid off shall be given the first right of refusal without competition to be assigned to the temporary vacancy provided the employee has the skills, ability, and qualifications to perform the work in that position with only a familiarization period.

- (b) Where a temporary vacancy is filled internally by **an** applicant from the OPSEU bargaining unit, subject to any changes to the employee's status which would have occurred had he/she not been replacing an employee on a temporary basis, the employee shall be reinstated to his/her former duties, on the same shift in the same department and at the same rate of pay following the conclusion of the temporary assignment.

- (c) In the event there are no applicants from OPSEU bargaining units who meet the normal requirements of the job, temporary employees may be hired for a specific term not to exceed one (1) year, to replace an employee who will be on an approved LOA including absences due to pregnancy or parental leave, WSIB, disability, sick leave, LTD, or to perform a special non-recurring task. This term may be extended a further six (6) months upon mutual agreement of the Union and Health Centre. In any event the period of employment of such person(s) will not exceed the absentee(s) leave or eighteen (18) months whichever is less. The release of a temporary employee for reasons other than discharge for just cause shall not be the subject of a grievance or Arbitration.

This clause would not preclude such employees from using the job posting provision under the Collective Agreement and any successful applicant will be credited with the appropriate seniority.

- (d) A part time or casual employee appointed to a temporary position, or a person who is hired pursuant to Article 12.05 shall be entitled to thirteen percent (13%) in lieu of the benefits (10% for employees participating in the pension plan) referred to in sick leave, injury pay, holidays and insured benefits of the full-time collective agreement provisions.

12.06 The successful applicant from within the bargaining unit shall be placed on a trial period for a period of thirty (30) days worked at the rate of pay of the vacant position and if the employee proves satisfactory, then he shall be considered permanently assigned to the vacancy. If the employee proves unsatisfactory during that time, or if the employee feels he is unable to perform the duties of the vacancy to which he is posted, the employee will be returned to his former position at his former salary or rate of pay, as will any other employee in the bargaining unit who was hired or transferred by reason of such placing. Newly hired employees shall be terminated and such terminations shall not be subject to the grievance and arbitration procedure.

12.07 No Contracting Out

The Health Centre shall not contract out any work usually performed by members of the bargaining unit, if as a result of such contracting out, a lay **off** of full time or regular part time employees results **from** such contracting out. Contracting out to an employer who is organized and who will employ the employees of the bargaining unit who would otherwise be laid off with similar terms and conditions of employment is not a breach of this Agreement.

Article 13 - Leaves of Absence

13.01 (a) **Personal Leave of Absence**

The Health Centre may grant a leave of absence without pay for personal reasons provided such leave does not interfere with the continuance of efficient operations at the Health Centre. Application for such leave and the time required shall be made in writing to the Health Centre as far in advance as possible, but in any event at least two (2) weeks prior to the commencement of the leave.

- (b) A full time employee will be credited with seniority during an unpaid leave of absence that does not exceed thirty (30) continuous calendar days.

13.02 **Union Leave**

Leave of absence for Union business shall be given without pay up to an aggregate maximum for all employees (full time and part time) of fifty (50) days per year provided such leave does not interfere with the continuance of efficient operations of the Health Centre. Such leave shall be subject to the following conditions:

- (a) not more than three (3) employees at the Health Centre are absent on any such leave at the same time and no more than one from any department;
- (b) a request must be made in writing and approved at least two (2) weeks prior to the commencement of the function for which leave is requested;
- (c) such request shall state the nature and dates of the functions to be attended.

13.03 (a) **Full Time Union Leave**

Upon application by the Union, in writing, the Health Centre will give reasonable consideration to a request for leave of absence, without pay, to an employee elected or appointed to a full time Union office. It is understood that no more than one (1) employee in the bargaining unit may be on such leave at the same time. Such leave, if granted, shall be for a period of one (1) calendar year from the date of appointment unless extended for a further specific period by agreement of the parties.

Applicable to Full Time Employees

- (b) Seniority and service shall be retained but not accumulate during such leave. It will become the responsibility of the employee for full payment of any applicable benefits in which the employee is participating during such leave of absence.

13.04 Bereavement Leave

In the case of death in the “immediate family” of an employee covered by this agreement, such an employee will be protected against loss of regular pay for scheduled work up to a maximum of three (3) consecutive working days in conjunction with the day of the funeral. “Immediate **family**” means parent or step parent, grandparent, grandchildren, spouse, sister, brother, son or daughter, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent of spouse, common law spouse, and partner of same sex.

Where an employee’s scheduled vacation is interrupted due to a bereavement, the employee shall be entitled to take bereavement leave during the vacation period. The portion of the employee(s) vacation which is deemed to be bereavement leave under the above provision will not be counted against the employee(s) vacation credits.

13.05 Jury Duty/Court Appearance

If an employee is requested to serve as a juror in any court of law or is required by subpoena to attend as a witness in a court proceeding in which the Crown is a party, or is required to attend a coroner’s inquest in connection with a case concerning the Health Centre, the employee shall not lose regular pay because of necessary absence from work due to such attendance, and shall not be required to work on the day of such duty, provided that the employee:

- (a) informs the hospital immediately upon being notified the employee 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 conduct money received for such jury duty, excluding mileage, traveling and meal allowance and an official receipt thereof; and
- (d) the Health Centre will endeavor to rearrange **shift** schedules so that employees will not be required to work a night **shift** immediately prior to or after a court attendance.

Applicable to Full-Time Employees

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

Applicable to Part-Time Employees

In addition to the foregoing, where a part-time employee is required by subpoena to attend a court of law or Coroner's inquest, in connection with a case arising from the employee's duties at the Health Centre, on his regularly scheduled day off, he shall receive regular pay as if he had been scheduled to work the day.

13.06 Maternity/Parental Leave

Maternity/parental leave will be granted in accordance with the provisions of the Employment Standards Act,

13.07 Education Leave

If authorized by the Health Centre, an employee shall be entitled to leave of absence with pay and without loss of seniority and benefits to write examinations to upgrade his or her employment qualifications.

Where employees are authorized 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, (i.e. texts and tuition).

13.08 Effect of Absence Applicable to Full-time Employees

It is understood that during an approved unpaid absence not exceeding thirty (30) continuous calendar days or any approved absence paid by the Health Centre, both seniority and service will accrue, but not thereafter.

In addition, the employee will become responsible for full payment of subsidized employee benefits in which he is participating for the period of the absence, except that the Health Centre will continue to pay its share of the premiums and seniority shall continue to accrue for up to twelve months while an employee is in receipt of W.C.B. benefits. The employee may arrange with the Health Centre to prepay the full premium of any applicable subsidized benefits in which he is participating during the period of leave in excess of thirty (30) continuous calendar days to ensure continuing coverage.

Article 14 - New Classifications and Rates of Pay

14.01 For the purpose of calculating any benefit under this agreement to which an employee is entitled, the regular straight time rate of pay is that prescribed in Schedule "A" and Schedule B" Wage Rates of this collective agreement.

14.02 Where an employee is permanently transferred to a higher rated job classification, within the bargaining unit, he shall receive not less than the rate that he was receiving at the time of the transfer or the starting rate of the job into which he is being transferred, whichever is the higher, and shall be advanced through the rates for the higher rated job classification as provided in Schedule "A" and "B".

14.03 New Classifications

When a new classification (which is covered by article 2 of this collective agreement) is established by the Health Centre, the Health Centre shall determine the rate of pay for such new classification and notify the local Union of the same. If the local Union challenges the rate, it shall have the right to request a meeting with the Health Centre to endeavor to negotiate a mutually satisfactory rate. Such request will be made within ten (10) days after the receipt of notice ~~from~~ the Health Centre of such new occupational classification and rate. Any change mutually agreed to resulting from such meeting shall be retroactive to the date that notice of the new rate was given by the Health Centre or the date on which the incumbent commenced work in the newly created classification, whichever is earlier.

If the parties are unable to agree, the dispute concerning the new rate may be submitted to arbitration as provided in the agreement within fifteen (15) days of such meeting.

14.04 The Health Centre will credit a newly hired Registered Practical Nurse for recent related clinical experience with one (1) **annual** service increment for every two (2) years of experience up to a maximum of level three (3) [after two (2) year rate]. If a period of more than two (2) years has elapsed since the Registered Practical Nurse has occupied a full time nursing position then the number of service increments to be paid, if any, shall be at the discretion of the Health Centre. The claim for recent related clinical experience, if **any**, shall be made in writing by the Registered Practical Nurse at the time of hiring on the application form or within three (3) months thereafter.

Article 15-Paid Holidays

15.01 (a) A **full** time employee who qualifies under Article 15.03 hereunder shall receive the following paid holidays.

New Year's Day
Christmas Day
Good Friday
Civic Holiday
Victoria Day
Boxing Day
Dominion Day
Labour Day
Thanksgiving Day

(b) Three (3) float holidays will be provided to full time employees and such float holiday day off is to be selected by the employee and the Department Head by mutual agreement and must be scheduled in the twelve (12) month period commencing April 1st and ending March 31st. Float holidays not scheduled during this period will not be paid. Float holidays shall not be premium days.

- (c) For full time staff all scheduling will be waived to the extent necessary to accommodate not less than five (5) consecutive days off in the Christmas Season. These five (5) days will include the evening before as well as the Christmas or New Years Day. For the purpose of this Article the evening before shall be the full seven and one half (7 1/2) hour ~~shift~~ beginning at 1500 or 1530 hours depending upon the site worked. Such schedules shall be posted not less than six (6) weeks in advance. Regular part time shall be entitled to four (4) consecutive days. Staff may request less days if mutually agreed in writing to do so.

15.02 Applicable to Full Time Employees

Holiday pay is defined as the amount of regular straight time, hourly pay exclusive of shift premium which an employee would have received had he worked a normal ~~shift~~ on the holiday in question.

15.03 Applicable to Full Time Employees

In order to qualify for pay for a holiday, **an** employee shall complete a full scheduled shift on each of his working days immediately preceding and immediately following the holiday concerned unless the employee was absent due to:

- (a) verified illness or accident which commenced within twenty-five (25) calendar days prior to the holiday;
- (b) lay off for period of not exceeding seven (7) calendar days, inclusive of the holidays;
- (c) leave of absence for a period not exceeding seven (7) calendar days inclusive of the holiday;
- (d) vacation granted by the Health Centre;
- (e) the employee's regular scheduled day off.

15.04 **An** employee entitled to holiday pay hereunder shall not receive sick leave pay to which he may otherwise have been entitled.

15.05 Applicable to Full Time Employees

An employee who qualifies under Article 15.03 and is required to work on any of the above-mentioned holidays will receive in addition to ~~shift~~ premium, if applicable, either;

- (a) Pay for all hours worked on such day at the rate of one and one-half (1 1/2) times his regular straight time rate of pay in addition to his regular straight time rate of pay, or

- (b) Pay at the rate of time and one half the employee's regular straight time rate of pay for work performed on such holiday and a lieu day off at regular straight time rate of pay. In selecting such lieu day it is to be granted within thirty (30) days before or after the date on which the holiday was observed. Such lieu day off to be selected by an employee and the Department Head by mutual agreement, full consideration being given to the employee's wishes. However, if not taken as paid time off within thirty (30) days, the overtime shall be paid out at the rate of time and one half the employee's straight time hourly rate.

15.06 Applicable to Full Time Employees

An employee who is scheduled to work on a paid holiday and who fails to do so shall lose his entitlement to holiday pay unless the employee provides **an** acceptable reason for such absence which his immediate supervisor considers legitimate. The Health Centre's judgement of the reason provided shall be fairly and justly exercised

15.07 Applicable to Full Time Employees

If a paid holiday falls during an employee's vacation, his vacation shall be extended accordingly, provided the employee qualifies for the holiday pay.

15.08 Applicable to Full Time Employees

If a paid holiday falls during an employee's regular day **off**, another day off shall be scheduled by the Health Centre providing the employee qualifies for the holiday pay.

- 15.09 A shift that begins or ends during the twenty-four (**24**) hour period of the above mentioned holidays where the majority of hours worked falls within the holiday shall be deemed to be work performed on the holiday for the full period of the shift.

- 15.10 The Health Centre will attempt to provide **an** equitable distribution of paid holidays provided a qualified complement of **staff** remains available.

15.11 Applicable to ~~Part~~ time Employees

A regular part time 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 1/2) his regular straight time rate of pay for all hours worked on such holiday, subject to Article 15.12.

15.12 Applicable to Part time Employees

Where the employee is required to work on a paid holiday for which he is paid at the rate of time and one-half (1 1/2) his regular straight time hourly rate and is required to work additional hours following the full shift on that day (but not including hours on a subsequent regularly scheduled hours for such employee) he shall receive two (2) times his regular straight time hourly rate for such additional hours worked.

Article 16 - Vacations

- 16.01 All vacation requests for the period June 1st - September 15th inclusive must be submitted between January 2nd and March 1st. Requests shall be confirmed in writing by the Departmental Manager by April 15th provided the request can be accommodated. Requests shall be granted on a "first come first served" basis. Should two (2) or more vacation requests received on the same day be in conflict, the Health Centre will grant the most senior employee their request. However in the event such conflict gives rise to the application of seniority it is understood that subsequent identical conflicts will be dealt with on seniority rotation i.e. the next senior will be granted their request.

All other requests should be made at least six (6) weeks in advance of the vacation start date and they will be confirmed as soon as it is ascertained that they can be accommodated. Approval will be confirmed in writing within two weeks of the application or sooner, if possible.

Any requests submitted less than six (6) weeks in advance of the vacation start date will be granted subject to scheduling requirements.

- 16.02 The cut-off date for the purpose of determining vacation entitlement is April 1st in each year. Employees working for the Health Centre in the twelve (12) month period preceding April 1st shall be entitled to vacation computed on the following basis according to the individual employee's length of continuous service:

Applicable to Full Time Employees

- (a) Employees who have completed less than one (1) year of continuous service as of April 1st shall be entitled to an annual vacation of .385 days for each completed pay period of service to a maximum of nine (9) working days and shall be paid four percent (**4%**) of their earnings during the vacation year. Vacation pay shall be determined on the basis of the employee's gross earnings during the vacation year calculated as of the pay period immediately preceding April 1st.
- (b) An employee with more than one (1) year of continuous service but less than two (2) years of continuous service as of April 1st of any year shall be entitled to an annual vacation of two (2) weeks with pay at his regular straight time hourly rate.
- (c) **An** employee with more than two (2) years of continuous service but less than six (6) years of continuous service as of April 1st of any year shall be entitled to an annual vacation of three (3) weeks with pay at his regular straight time hourly rate.
- (d) **An** employee with more than six (6) years of continuous service but less than fifteen (**15**) years of continuous service as of April 1st of any year shall be entitled to an annual vacation of four (**4**) weeks with pay at his regular straight time hourly rate.

- (e) **An** employee with more than fifteen (15) years of continuous service but less than twenty-five (25) years of continuous service as of April 1st of any year shall be entitled to an annual vacation of five (5) weeks with pay at his regular straight time hourly rate.
- (f) **An** employee who has completed more than twenty-five (25) years of continuous service as of April 1st of any year shall be entitled to an annual vacation of six (6) weeks with pay at his regular straight time hourly rate.
- (g) When an employee so requests it the Health Centre will grant vacation of less than five (5) consecutive days duration.

Applicable to Part-Time Employees

Part-time employees on the active payroll of the Health Centre will be paid vacation pay based upon four percent (4%) of gross earnings during the vacation year calculated as of the pay period immediately preceding April 1st.

- 16.03 Staff sickness during an approved vacation will be counted as sickness only for any such period as is covered by a medical certificate - the resulting vacation time being taken at a later date.

Benefits under this scheme may be restricted unless:

- (a) **An** appropriate senior staff member is notified immediately of the cause of incapacity and probable duration.
- (b) A leave of absence form is completed by the employee and signed and recommended by the Department Head, subject to final authority of the Chief Executive Officer.

Article 17 - Hours of Work

- 17.01 The Health Centre does not guarantee any hours of work per day or days of work per week with respect to any employees covered by this agreement.
- 17.02 The normal hours of work for all full time employees shall be seven and one-half (7 1/2) hours of work per day exclusive of an unpaid meal break and thirty-seven and one-half (37 1/2) hours of work per week averaged over a four week pay period.

It is understood normal hours include those required to accommodate the change from Daylight Saving Time to Standard Time and vice versa to which the other provisions of the Articles dealing with Hours of Work and Overtime do not apply. It is further understood that the amount of regular pay for a full normal shift worked shall not be affected by reason of the change in the number of normal hours worked in consequence of such change from Daylight Savings Time to Standard Time and vice versa.

17.03 Authorized work performed in excess of seven and one-half (7 1/2) hours of work per day and/or one hundred and fifty (150) hours of work over the scheduling period shall be considered as overtime and paid for at the rate of time **and** one-half (1 1/2) the employee's straight time hourly rate of pay or at the option of the employee, may be taken at any time mutually agreed between the employee and his supervisor within 30 days as paid time off. However, if not taken as paid time off within thirty days the overtime shall be paid out at the rate of time and one-half the employee's straight time hourly rate.

17.04 Employees shall be entitled to a paid rest period of fifteen (15) consecutive minutes in both the first half and second half of a seven and one-half (7 1/2) hour shift.

17.05 Employees who are retained on a second **shift** or part thereof for the convenience of the Health Centre will receive;

(i) payment or time off in lieu at time and one half for a partially completed second shift, or

(ii) payment or time off in lieu at double time for a completed second shift and any subsequent hours worked thereafter.

17.06 Compressed Work Week (12 Hour Shifts)

It is understood that other arrangements regarding hours of work and overtime may be entered into between the parties.

17.07 The Health Centre will endeavor to meet the following scheduling objectives:

(a) Schedules to be posted at least three (3) weeks in advance except for Home Support Workers;

(b) every second weekend **off**;

(c) a minimum of sixteen (16) hours off between regularly scheduled shifts of work;

(d) all of the above objectives may be altered by mutual agreement of the parties.

(e) Master schedule rotations will not be changed without consultation between the parties involved.

For the purposes of this section, a weekend shall be defined as any period of fifty-six (**56**) consecutive hours off work following the Friday day shift to the Monday day **shift** inclusive.

17.08 Premium Payments

It is understood and agreed that there will be no duplication of premiums under this agreement nor pyramiding of overtime.

17.09 All mandatory in-service training will be compensated at regular straight time pay.

Article 18 - Reporting Pay and Call-in

18.01 Reporting Pay

Applicable to I _____ Time E _____

Employees who report for any scheduled **shift** will be guaranteed at least four **(4)** hours of work, or if no work is available will be paid at least four **(4)** hours unless work is not available due to conditions beyond the control of the Health Centre. The reporting allowances outlined herein shall not apply whenever an employee has received prior notice not to report for work.

Applicable to Regular Part-Time Employees

Employees who report for any scheduled **shift** will be guaranteed at least four **(4)** hours, or if no work is available will be paid at least four **(4)** hours unless work is not available due to conditions beyond the control of the Health Centre. Employees scheduled to work less than four **(4)** hours will be guaranteed at least the scheduled hours of work, or if no work is available will be paid at least the scheduled hours. The reporting allowances outlined herein shall not apply whenever an employee has received prior notice not to report to work.

Applicable to Casual Employees

Employees who report for any scheduled shift will be guaranteed at least three (3) hours, or if no work is available will be paid at least three (3) hours unless work is not available due to conditions beyond the control of the Health Centre. The reporting allowances outlined herein shall not apply whenever an employee has received prior notice not to report to work.

These reporting pay provisions do not apply to the Home Care Department or to in service training.

18.02 Call-In

Applicable to Full Time Employees

An employee called back to work after leaving the premises who reports to work outside his normal scheduled hours of work, will receive, no matter what period of time is actually worked, no less than the equivalent of three (3) hours pay at one and one-half (1 1/2) times the regular straight time hourly rate. For purposes of clarity, this paragraph shall not apply to employees who are scheduled to work overtime by reporting to work before the commencement of their normal **shift**. **Any** calls that occur during the minimum guaranteed period will be covered by the minimum guarantee. Hours worked during call in will be paid at time and one-half (1 1/2) the employee's regular straight time hourly rate.

Applicable to Regular Part-Time Employees

An employee called back to work after leaving the premises and within eight (8) hours following completion of his shift, will receive, no matter what period of time is actually worked, no less than the equivalent of three (3) hours pay at one and one-half (1 1/2) times his regular straight time hourly rate. For purposes of clarity, **this** paragraph shall not apply to employees who are scheduled to work overtime by reporting to work before the commencement of their normal shift. Any calls that occur during the minimum guarantee period will be covered by the minimum guarantee.

18.03 Stand-by

All employees who are required to remain available for duty on stand-by outside the working hours for the particular employee, shall receive stand-by pay in the amount of \$2.70 per hour for all hours of stand-by. Stand-by shall, however, cease where the employee is called into work under Article 18.02 above and works during the period of stand-by.

18.04 Transportation Allowance

When an employee is called back to work outside his/her regularly scheduled hours, or is required to use their "own" vehicle for Health Centre business, they shall receive a transportation allowance of thirty-six cents (\$.36) per kilometer.

18.05 Shift Premium

An employee shall be paid a **shift** premium of forty cents (\$.40) per hour for each complete hour worked during the afternoon and night shift where the majority of hours worked falls between 3:00 p.m. of one day and 5:00 a.m. of the following day. The same forty cents (\$.40) an hour will be paid as a weekend premium for all hours worked between 2400 hours Friday to 2400 hours Sunday.

18.06 Responsibility Pay

When the Health Centre temporarily assigns an employee to carry out the assigned responsibilities of a higher paying classification outside the bargaining unit for a period of one shift or more the employee shall receive an allowance of forty cents (\$.40) for each hour for the time of such assignment.

18.07 An employee who is temporarily assigned by the Health Centre for one (1) complete shift or more to a job classification within the bargaining unit where the wage rate is higher than that of the job classification to which the employee is regularly assigned, shall receive an allowance of forty cents (\$.40) for all hours worked in the higher classification.

18.08 Meal Allowance

An employee who works a second consecutive full shift shall be entitled to the normal rest periods and meal periods for the second shift, but shall be provided at the time of the meal period with a hot meal or four dollars (\$4.00) if the Health Centre is unable to provide the hot meal. Other employees required to work more than two **(2)** hours overtime on the same day they have worked a full shift shall, after the two hours **(2)** receive a one-half hour unpaid meal period and shall be provided with a hot meal or four dollars (\$4.00) if the Health Centre is unable to provide the hot meal.

18.09 Ambulance Officers who are away from base for a period of four (4) hours or more shall receive a meal allowance of seven dollars (\$7.00).

Article 19 - He& and Welfare Benefits Applicable to Full Time Employees Only

19.01 Extended Health Care

The Health Centre agrees to contribute on behalf of each eligible employee in the active employ of the Health Centre covered by the collective agreement one-hundred (100%) of the billed premium under the Liberty Health Extended Health Care Plan (\$10/\$20 deductible) or an equivalent plan.

In addition to the standard benefits, coverage will include vision care (maximum \$90.00 every twenty-four (24) months) and a hearing aid plan (maximum \$300.00).

The parties agree to a generic drug substitution provision in which the employee's family physician may state that there be no substitute and as such the non-generic drug will be covered as per the plan.

19.02 Dental Plan

The Health Centre agrees to contribute on behalf of each eligible employee in the active employ of the Health Centre covered by the collective agreement fifty percent (50%) of the billed premium under the Liberty Health Dental Plan #9, or its equivalent, based on the current year's fee schedule.

The parties agree to change dental recall examinations from once every six months to once every nine months notwithstanding children as defined in the policy would be entitled to a recall exam every six months.

19.03 Group Life

The Health Centre agrees to contribute one-hundred percent (100%) of the billed premium for the Hospitals of Ontario Group Life Insurance Plan

19.04 Pension Plan

The Health Centre will continue to coverage of the Hospitals of Ontario Pension Plan and all employees enroled in the plan shall maintain their enrolment in the plan subject to its terms and conditions. New employees and employees not yet eligible for membership in the plan shall, as a condition of employment, enrol in the plan when eligible in accordance with its terms and conditions.

19.05 Semi Private

The Health Centre agrees to pay one-hundred percent (100%) of the billed premiums towards coverage of eligible employees in the active employ of the Health Centre for semi private coverage.

19.06 Change of Carrier

The Health Centre may at any time substitute another carrier for any plan provided that the benefits conferred thereby are not in total decreased. Before making such a substitution the Health Centre shall **notify** the Union 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 programs contracted for and in effect for employees covered herein.

19.07 In the event of a lay off of an employee, the Health Centre shall pay its share of insured benefit premiums up to the end of the month in which the lay off occurs. The employee may, if possible, under the terms and conditions of the insurance benefits program continue to pay the full premium cost of a benefit or benefits for up to three (3) months following the end of the month in which the lay off occurs.

Such payment can be made through the Payroll Office of the Health Centre provided that the employee informs the Health Centre of his intent to do so at the time of the lay off, and arranges with the Health Centre the appropriate payment schedule.

19.08 Percentage in Lieu of Fringe Benefits - Applicable to Part-Time Employees

- (a) A part-time employee shall receive in lieu of all fringe benefits (being those benefits to an employee paid in whole or in part by the Health Centre as part of direct compensation or otherwise save and except salary, vacation pay, shift premium, stand by pay, call back pay, reporting pay, responsibility pay, jury duty, bereavement pay) an amount equal to 13% of his regular straight time hourly rate for all straight time hours worked.
- (b) All part-time employees must complete their probationary period to be eligible to receive the percentage in lieu of benefits.
- (c) It is understood and agreed that pension and holiday pay is included in the percentage in lieu of benefits. Regular part-time employees who enrol in the Health Centre's pension plan, when eligible, in accordance with its terms and conditions shall have the percentage in lieu of benefits reduced to 10%.
- (d) It is understood and agreed that the part time employee's hourly rate, (or straight time hourly rate), in this Agreement does not include the additional 13% which is paid in lieu of fringe benefits and accordingly the 13% add on payment in lieu of fringe benefits will not be included for the purpose of computing any premium or overtime payments.

19.09 **Unemployment Insurance Rebate**

In consideration of the above level of employer contributions towards the cost of benefits, it is agreed that the employee's share of any refund that may be received from the Unemployment Insurance Commission by way of premium reduction will be retained by the Health Centre towards offsetting the cost of the benefits provided for in this agreement.

19.10 **Same Sex Benefits**

The parties agree that for purposes of health and welfare benefits under Article s 19.01, 19.02, and 19.05, dependent coverage is available to the employee, to cover his or her same sex partner and their dependents, in accordance with the terms and conditions of the plans.

Article 20 - Sick Leave

20.01 **Applicable to Full Time Employees**

- (a) The Health Centre assumed total responsibility for providing and funding a short term sick leave plan at least equivalent to that described in the 1980 Hospitals of Ontario Disability Income Plan brochure on July 1, 1988.

The Health Centre will continue to pay 75% of the billed premium towards coverage of eligible employees under the long term disability portion of the Plan (HOODIP or an equivalent plan). The employee will continue to pay the balance of the billed premium through payroll deduction. For the purpose of transfer to the short term portion of the disability Plan, employees on the payroll as of the effective date of the transfer (July 1, 1988) with three (3) months or more of service were deemed to have three (3) months of service. For the purpose of transfer to the long term portion of the Plan, employees on the active payroll as of the effective date (July 1, 1988) of the transfer with one (1) year or more of service were deemed to have one (1) year of service.

- (b) Effective the first of the month following transfer, the existing sick leave plan was terminated and any provisions relating to sick plan shall be null and void under the collective agreement.
- (c) Existing sick leave credits for each employee were converted to a sick leave bank to the credit of the employee. The sick leave bank contains the unused sick leave days to the credit of the employee on the effective date of the transfer to the Plan set out herein. The "sick leave bank" shall continue to be utilized to supplement payment for sick leave days under the new Plan which would otherwise be at less than full wages. The parties agree that sick leave banks will be used to supplement payment of sick leave days during which the short-term portion of HOODIP applies and not thereafter.
- (d) 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.

- (e) 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.
- (f) The Health Centre agrees to the Utilization of sick leave to permit full time employees to attend medical specialists on the basis that employees may utilize sick leave to attend medical specialists if referred to same by a medical doctor and if the specialist is located more than seventy-five(75) kilometers from Parry Sound.
- (g) The Health Centre and the Union agree that the Health Centre shall continue its present policy with respect to the **staffing** of Homecare positions which policy, notwithstanding the seniority provisions of this agreement, allows the Health Centre to hire and retain Home Support Workers and RPN's working in Homecare, for available jobs based upon those employee's place of residence and their proximity to the clients residence.

20.02 **An** employee may be required at any time but in particular after three (3) days to produce a certificate ~~from~~ a duly qualified medical practitioner certifying that the employee is unable to carry out his duties due to illness.

Article 21 - Bulletin Boards

21.01 The Health Centre will provide bulletin board space in areas designated by the Health Centre for the purpose of posting notices regarding meetings and other matters restricted to Union activity. All such notices must be signed by an officer of the Local Union and the Director of Human resources or his designate prior to being posted.

Article 22 - Miscellaneous

22.01 The Health Centee will share the cost of printing of this agreement with the Union on an equal share basis.

22.02 When implementing any change in rules or policies which affect employees covered by this Agreement, the Health Centre will provide copies to the Local President.

22.03 Ambulance Officers shall continue to have their uniforms supplied by the Health Centre. New Ambulance Officers will be issued fresh dry cleaned uniforms upon hiring.

The Health Centre agrees to maintain its present practice regarding the payment of boot allowances over the term of this agreement. Ambulance Officers will be permitted to provide their receipts to their Supervisors after purchasing their safety boots.

Article 23 - Occupational Health and Safety

23.01 The parties agree to continue the present Occupational Health and Safety Committee as provided under the Occupational Health and Safety Legislation of Ontario. This Committee will meet regularly and discharge all responsibilities under the legislation.

23.02 The parties agree to co-operate fully in implementing the provisions and intent of the Occupational Health and Safety Act of Ontario in order to promote the safety and well-being of all employees and the Health Centre.

Article 24 - Access to Files

- 24.01 (a) A copy of any completed evaluation which is to be placed in **an** employee's file shall first be reviewed with the employee. The employee shall initial such evaluation as having been read and shall have the opportunity to add hisher own views to such evaluation prior to it being placed in hisher file. A copy of the evaluation will be provided to the employee at hisher request at the time of evaluation.
- (b) Each employee shall have reasonable access to hisher file for the purpose of reviewing any evaluation or formal disciplinary notations therein, in the presence of his/her supervisor.
- (c) **Any** letter of reprimand, suspension or other sanction will be removed from the records of an employee eighteen (18) months following the receipt of such letter, suspension, or other sanction provided the employee's record has been discipline free for such eighteen (18) month period.

Article 25 - Job Sharing

- 25.01 Job sharing is defined as an arrangement whereby two or more employees share the hours of work of what would otherwise be one full-time position.

Once the Health Centre has agreed to a job sharing arrangement, the shared vacancy will be posted and will be filled in accordance with article 12.

The employees involved in a job sharing arrangement will be classified as regular part-time and will be covered by the provisions of this agreement applicable to regular part-time employees.

Job sharing requests with regard to full-time positions shall be considered on an individual basis.

Total hours worked by the job sharers shall equal one (1) full time position. The division of these hours on the schedule shall be fifty-fifty (50/50) between two (2) employees unless mutually agreed otherwise by the two (2) employees involved and the Health Centre.

The above schedules shall conform with the full-time scheduling provisions of the Collective Agreement.

Each Job sharer may exchange shifts with her partner, **as well as** other employees as provided by the Collective Agreement.

The job sharers involved will have the right to determine which partner works on scheduled paid holidays and job sharers shall only be required to work the number of paid holidays a full-time employee would be required to work.



Coverage

It is expected that both job sharers will cover each other's incidental illnesses. If, because of unavoidable circumstances, one (1) cannot cover the other, the supervisor may be notified to **book** coverage. Job sharers are not required to cover for their partner in the case of prolonged or extended absences.

Vacation, Maternity Leave, and other Leaves

In the event that one (1) member of the job sharing arrangement goes on any of the above leaves of absence, the coverage will be negotiated with the supervisor, but it is hoped that the remaining member of the position would be prepared to cover the leave of absence as much as possible.

Implementation

- a) Where the job sharing arrangement arises out of the filling of a vacant full-time position, both job sharing positions will be posted and selection will be based on the criteria set out in the Collective Agreement.
- b) Any incumbent full-time employee wishing to share her position, may do so without having her half (1/2) of the position posted. The other half of the job sharing position will be posted and selection will be made on the criteria set out in the Collective Agreement.
- c) If one (1) of the job sharers leaves the arrangement, her position will be posted. If there is no successful applicant to the position, the shared position must revert to a full-time position. The remaining employee will have the option of continuing the full-time position or reverting to a part-time position for which she is qualified. If she does not continue full-time, the position must be posted in accordance with the Collective Agreement.

Discontinuation

Either the Union or the Health Centre may discontinue the entire job sharing arrangement with ninety (90) days' notice. Upon receipt of such notice, a meeting shall be held between the parties within fifteen (15) days to discuss the discontinuation. It is understood and agreed that such discontinuation shall not be unreasonable or arbitrary.

r

- 26.01 This agreement shall remain in force and effect until March 31, 1998 and shall continue in force from year to year thereafter unless no more than ninety (90) days before the date of termination either party furnishes the other with notice of termination or of proposed revision to the agreement.

Article 27 - Retroactivity

27.01 All employees on the payroll of the Health Centre will receive retroactive pay in an amount equal to the wage increases as to be determined for all hours paid from April 1, 1997 to the date the wage increase is implemented. In the case of employees no longer on the payroll of the Health Centre, they will be notified by letter sent to their last known address on the records of the Health Centre of their right to claim retroactive pay within thirty days (30) of the posting of the letter, but not thereafter.

SIGNED this 30th day of November 1998.

FOR THE UNION

Donald McAndrew

Sharon Todd

Patricia Paul

Sharon Edwards

Pauline Knechtel

Calvin Gowers

Jim Cousens

For *JAMIE McANDIE*

FOR THE HEALTH CENTRE

Max Thom

Joe Hill

John Law

Alex O'Brien

SCHEDULE "A" - OPSEU WAGE SCALE
LICO EMPLOYEES (OPSEU PRE-VOTE)

Note: These rates apply only to 'LICO' employees as defined by the Social Contract Act 1993.

The rates below include all pay equity adjustments up to and including January 1, 1998.

| <u>Classification</u> | | <u>Start</u> | <u>1st</u> | <u>2nd</u> | <u>3rd</u> |
|---------------------------------|----------------|--------------|-----------------------|-----------------------|-----------------------|
| <u>GROUP 1</u> | | | | | |
| Housekeeping Attendant | March 31, 1995 | 12.86 | 13.05 | 13.24 | 13.44 |
| | April 1, 1995 | 12.99 | 13.18 | 13.37 | 13.57 |
| | April 1, 1996 | 13.12 | 13.31 | 13.50 | 13.71 |
| | April 1, 1997 | 13.38 | 13.58 | 13.77 | 13.98 |
| | April 1, 1998 | 13.51 | 13.72 | 13.91 | 14.12 |
| Junior Kitchen Attendant | March 31, 1995 | 12.86 | 13.05 | 13.24 | 13.44 |
| | April 1, 1995 | 12.99 | 13.18 | 13.37 | 13.57 |
| | April 1, 1996 | 13.12 | 13.31 | 13.50 | 13.71 |
| | April 1, 1997 | 13.38 | 13.58 | 13.77 | 13.98 |
| | April 1, 1998 | 13.51 | 13.72 | 13.91 | 14.12 |
| Health Care Aide | March 31, 1995 | 12.42 | 12.60 | 12.80 | 12.99 |
| | April 1, 1995 | 12.54 | 12.73 | 12.93 | 13.12 |
| | April 1, 1996 | 12.67 | 12.86 | 13.06 | 13.25 |
| | April 1, 1997 | 12.92 | 13.12 | 13.32 | 13.52 |
| | April 1, 1998 | 13.05 | 13.25 | 13.45 | 13.65 |
| Groundskeeper | March 31, 1995 | 12.42 | 12.60 | 12.80 | 12.99 |
| | April 1, 1995 | 12.54 | 12.73 | 12.93 | 13.12 |
| | April 1, 1996 | 12.67 | 12.86 | 13.06 | 13.25 |
| | April 1, 1997 | 12.92 | 13.12 | 13.32 | 13.52 |
| | April 1, 1998 | 13.05 | 13.25 | 13.45 | 13.65 |

SCHEDULE "A" - OPSEU WAGE SCALE
LICO EMPLOYEES (OPSEU PRE-VOTE) (Con't)

Note: These rates apply only to 'LICO' employees as defined by the Social Contract Act 1993.

The rates below include all pay equity adjustments up to and including January 1, 1998.

| <u>Classification</u> | | <u>Start</u> | <u>1st</u> | <u>2nd</u> | <u>3rd</u> |
|---------------------------------|----------------------|--------------|-----------------------|-----------------------|-----------------------|
| <u>GROUP 1</u> | | | | | |
| Laundry Attendant | March 31, 1995 | 12.86 | 13.05 | 13.24 | 13.44 |
| | April 1, 1995 | 12.99 | 13.18 | 13.37 | 13.57 |
| | April 1, 1996 | 13.12 | 13.31 | 13.50 | 13.71 |
| | April 1, 1997 | 13.38 | 13.58 | 13.77 | 13.98 |
| | April 1, 1998 | 13.51 | 13.72 | 13.91 | 14.12 |
| Porter | March 31, 1995 | 12.86 | 13.05 | 13.24 | 13.44 |
| | April 1, 1995 | 12.99 | 13.18 | 13.37 | 13.57 |
| | April 1, 1996 | 13.12 | 13.31 | 13.50 | 13.71 |
| | April 1, 1997 | 13.38 | 13.58 | 13.77 | 13.98 |
| | April 1, 1998 | 13.51 | 13.72 | 13.91 | 14.12 |
| Sewing Machine Operator | March 31, 1995 | 12.86 | 13.05 | 13.24 | 13.44 |
| | April 1, 1995 | 12.99 | 13.18 | 13.37 | 13.57 |
| | April 1, 1996 | 13.12 | 13.31 | 13.50 | 13.71 |
| | April 1, 1997 | 13.38 | 13.58 | 13.77 | 13.98 |
| | April 1, 1998 | 13.51 | 13.72 | 13.91 | 14.12 |
| <u>GROUP 2</u> | | | | | |
| Senior Kitchen Attendant | March 31, 1995 | 15.216 | 15.406 | 15.596 | 15.796 |
| | April 1, 1995 | 15.37 | 15.56 | 15.75 | 15.95 |
| | April 1, 1996 | 15.52 | 15.72 | 15.91 | 16.11 |
| | April 1, 1997 | 15.83 | 16.03 | 16.23 | 16.43 |
| | April 1, 1998 | 15.99 | 16.19 | 16.39 | 16.60 |
| Orderly | March 31, 1995 | 12.86 | 13.05 | 13.24 | 13.44 |
| | April 1, 1995 | 12.99 | 13.18 | 13.37 | 13.57 |
| | April 1, 1996 | 13.12 | 13.31 | 13.50 | 13.71 |
| | April 1, 1997 | 13.38 | 13.58 | 13.77 | 13.98 |
| | April 1, 1998 | 13.51 | 13.72 | 13.91 | 14.12 |

SCHEDULE "A" - OPSEU WAGE SCALE
LICO EMPLOYEES (OPSEU PRE-VOTE) (Con't)

Note: These rates apply only to 'LICO' employees as defined by the Social Contract Act 1993.

The rates below include all pay equity adjustments up to and including January 1, 1998.

| Classification | | Start | 1st | 2nd | 3rd |
|--------------------------------------|----------------|--------------|-----------------------|-----------------------|-----------------------|
| Ambulance Officer (NON-EMCA) | March 31, 1995 | 12.86 | 13.05 | 13.24 | 13.44 |
| | April 1, 1995 | 12.86 | 13.05 | 13.24 | 13.44 |
| | April 1, 1996 | 13.50 | 13.70 | 13.90 | 14.11 |
| | April 1, 1997 | 14.31 | 14.52 | 14.73 | 14.96 |
| | April 1, 1998 | 14.60 | 14.81 | 15.03 | 15.26 |
| Emergency Services Dispatcher | March 31, 1995 | 12.86 | 13.05 | 13.24 | 13.44 |
| | April 1, 1995 | 12.86 | 13.05 | 13.24 | 13.44 |
| | April 1, 1996 | 13.50 | 13.70 | 13.90 | 14.11 |
| | April 1, 1997 | 14.31 | 14.52 | 14.73 | 14.96 |
| | April 1, 1998 | 14.60 | 14.81 | 15.03 | 15.26 |
| <u>GROUP 3</u> | | | | | |
| Registered Practical Nurse | March 31, 1995 | 15.16 | 15.37 | 15.58 | 15.80 |
| | April 1, 1995 | 15.31 | 15.52 | 15.74 | 15.96 |
| | April 1, 1996 | 15.46 | 15.68 | 15.90 | 16.12 |
| | April 1, 1997 | 15.77 | 15.99 | 16.22 | 16.44 |
| | April 1, 1998 | 15.93 | 16.15 | 16.38 | 16.60 |
| Cook | March 31, 1995 | 15.16 | 15.37 | 15.58 | 15.80 |
| | April 1, 1995 | 15.31 | 15.52 | 15.74 | 15.96 |
| | April 1, 1996 | 15.46 | 15.68 | 15.90 | 16.12 |
| | April 1, 1997 | 15.77 | 15.99 | 16.22 | 16.44 |
| | April 1, 1998 | 15.93 | 16.15 | 16.38 | 16.60 |
| <u>GROUP 4</u> | | | | | |
| Ambulance Officer (EMCA) | March 31, 1995 | 15.58 | 15.82 | 16.05 | 16.29 |
| | April 1, 1995 | 15.58 | 15.82 | 16.05 | 16.29 |
| | April 1, 1996 | 16.36 | 16.61 | 16.85 | 17.10 |
| | April 1, 1997 | 17.34 | 17.61 | 17.86 | 18.13 |
| | April 1, 1998 | 17.69 | 17.96 | 18.21 | 18.49 |

Group Leaders to receive a \$1.10 per hour differential.

SCHEDULE "A" - OPSEU WAGE SCALE
LICO EMPLOYEES (OPSEU PRE-VOTE) (Cont.)

Note: These rates apply only to 'LICO' employer as defined by the Social Contract Act 1993.

The rates below include all pay equity adjustments up to and including January 1, 1998.

| Classification | | <u>Start</u> | <u>1st</u> | <u>2nd</u> | <u>3rd</u> |
|---|----------------------|---------------------|------------------------------|------------------------------|------------------------------|
| <u>GROUP 5</u> | | | | | |
| Home Support Worker | March 31, 1995 | 11.183 | 11.313 | 11.453 | 11.543 |
| | April 1, 1995 | 11.29 | 11.43 | 11.57 | 11.66 |
| | January 1, 1996 | 11.563 | 11.693 | 11.833 | 11.973 |
| | April 1, 1996 | 11.68 | 11.81 | 11.95 | 12.09 |
| | January 1, 1997 | 11.84 | 11.97 | 12.11 | 12.25 |
| | April 1, 1997 | 12.08 | 12.21 | 12.35 | 12.50 |
| | January 1, 1998 | 13.38 | 13.58 | 13.77 | 13.98 |
| | April 1, 1998 | 13.51 | 13.72 | 13.91 | 14.12 |
| GROUP 6 | | | | | |
| Maintenance Worker | March 31, 1995 | 15.80 | | | |
| | April 1, 1995 | 15.96 | | | |
| | April 1, 1996 | 16.12 | | | |
| | April 1, 1997 | 16.44 | | | |
| | April 1, 1998 | 16.61 | | | |
| Transportation and General Maintenance Attendant | March 31, 1996 | 12.50 | | | |
| | April 1, 1997 | 12.75 | | | |
| | April 1, 1998 | 12.88 | | | |

SCHEDULE 'A': OPSEU WAGE SCALE
LICO EMPLOYEES CUPE PRE-VOTE) (Con't)

Note: These rates apply only to "LICO" employees as defined by the Social Contract Act 1993.

The rates below include pay equity adjustments up to and including January 1, 1998.

| <u>Classification</u> | | <u>Start</u> | <u>1st</u> | <u>2nd</u> | <u>3rd</u> |
|---|-------------------|--------------|-----------------------|-----------------------|-----------------------|
| Registered | January 1/96 | 16.94 | 17.21 | 17.55 | 17.92 |
| Practical | February 1/97 | 17.27 | 17.54 | 17.87 | 18.24 |
| Nurse | April 1/97 | 17.44 | 17.72 | 18.05 | 18.42 |
| | April 1/98 | 17.44 | 17.72 | 18.05 | 18.42 |
| Nursing Aide | January 1/96 | 14.69 | 14.95 | 15.23 | 15.47 |
| | January 1/97 | 14.69 | 14.95 | 15.23 | 15.47 |
| | April 1/97 | 14.84 | 15.10 | 15.38 | 15.62 |
| | April 1/98 | 14.84 | 15.10 | 15.38 | 15.62 |
| Physiotherapy Assistant | January 1/96 | 16.61 | 16.88 | 17.22 | 17.59 |
| | January 1/97 | 16.61 | 16.88 | 17.22 | 17.59 |
| | April 1/97 | 16.78 | 17.05 | 17.39 | 17.77 |
| | April 1/98 | 16.78 | 17.05 | 17.39 | 17.77 |
| Occupational Therapy Assistant | January 1/96 | 14.69 | 14.95 | 15.23 | 15.47 |
| | January 1/97 | 14.69 | 14.95 | 15.23 | 15.47 |
| | April 1/97 | 14.84 | 15.10 | 15.38 | 15.62 |
| | April 1/98 | 14.84 | 15.10 | 15.38 | 15.62 |
| Materials Management Technician/Assistant | January 1/96 | 16.93 | 17.20 | 17.54 | 17.92 |
| | January 1/97 | 16.93 | 17.20 | 17.54 | 17.92 |
| | April 1/97 | 17.10 | 17.37 | 17.72 | 18.10 |
| Director Materials Management | April 1/98 | 17.10 | 17.37 | 17.72 | 18.10 |
| Physiotherapy Aide/ Recreation Aide/ O.T. Aide | January 1/96 | 13.43 | 13.71 | 14.00 | |
| | January 1/97 | 13.43 | 13.71 | 14.00 | |
| | April 1/97 | 13.56 | 13.85 | 14.14 | |
| | April 1/98 | 13.56 | 13.85 | 14.14 | |
| Porter | January 1/96 | 16.60 | 16.87 | 17.21 | 17.59 |
| | January 1/97 | 16.60 | 16.87 | 17.21 | 17.59 |
| | April 1/97 | 16.77 | 17.04 | 17.38 | 17.77 |
| | April 1/98 | 16.77 | 17.04 | 17.38 | 17.77 |

SCHEDULE A: OPSEU WAGE SCALE
LICO EMPLOYEES (CUPE PRE-VOTE) (cont.)

Note: These rates apply only to "LICO" employees as defined by the Social Contract Act 1993.

The rates below include pay equity adjustments up to and including January 1, 1998.

| <u>Classification</u> | | <u>Start</u> | <u>1st</u> | <u>2nd</u> | <u>3rd</u> |
|---|--------------|---------------------|-------------------|------------------------------|------------------------------|
| Student Aide - Nursing | January 1/96 | 10.32 | | | |
| | January 1/97 | 10.86 | | | |
| | April 1/97 | 10.97 | | | |
| | April 1/98 | 10.97 | | | |
| Laundry Aide/ Housekeeping Aide/ Laundry Housekeeping Aide | January 1/96 | 14.09 | 14.29 | 14.50 | 14.77 |
| | January 1/97 | 14.09 | 14.29 | 14.50 | 14.77 |
| | April 1/97 | 14.23 | 14.43 | 14.65 | 14.92 |
| | April 1/98 | 14.23 | 14.43 | 14.65 | 14.92 |
| Machine Operator | January 1/96 | 14.09 | 14.29 | 14.50 | 14.77 |
| | January 1/97 | 14.09 | 14.29 | 14.50 | 14.77 |
| | April 1/97 | 14.23 | 14.43 | 14.65 | 14.92 |
| | April 1/98 | 14.23 | 14.43 | 14.65 | 14.92 |
| Engineer 4 th Class/ Maintenance | January 1/96 | 16.89 | 17.23 | 17.61 | |
| | January 1/97 | 16.89 | 17.23 | 17.61 | |
| | April 1/97 | 17.06 | 17.40 | 17.79 | |
| | April 1/98 | 17.06 | 17.40 | 17.79 | |
| Electrician/ Maintenance | January 1/96 | 18.25 | 18.55 | 18.82 | |
| | January 1/97 | 18.25 | 18.55 | 18.82 | |
| | April 1/97 | 18.43 | 18.74 | 19.01 | |
| | April 1/98 | 18.43 | 18.74 | 19.01 | |
| Groundskeeper/ Maintenance | January 1/96 | 14.98 | 15.20 | 15.40 | |
| | January 1/97 | 14.98 | 15.20 | 15.40 | |
| | April 1/97 | 15.13 | 15.35 | 15.55 | |
| | April 1/98 | 15.13 | 15.35 | 15.55 | |
| Dietary Attendant | January 1/96 | 14.40 | 14.60 | 14.81 | 15.08 |
| | January 1/97 | 14.40 | 14.60 | 14.81 | 15.08 |
| | April 1/97 | 14.54 | 14.75 | 14.96 | 15.23 |
| | April 1/98 | 14.54 | 14.75 | 14.96 | 15.23 |

SCHEDULE "B" - OPSEU WAGE SCALE
NON-LICO EMPLOYEES (OPSEU PRE-VOTE)

Note: These rates apply only to 'NON-LICO' employees as defined by the Social Contract Act 1993.

The rates below include all pay equity adjustments up to and including January 1, 1998.

| <u>Classification</u> | | <u>Start</u> | <u>1st</u> | <u>2nd</u> | <u>3rd</u> |
|---------------------------------|----------------|---------------------|------------------------------|------------------------------|------------------------------|
| <u>GROUP 1</u> | | | | | |
| Housekeeping Attendant | March 31, 1995 | 12.86 | 13.05 | 13.24 | 13.44 |
| | April 1, 1995 | 12.86 | 13.05 | 13.24 | 13.44 |
| | April 1, 1996 | 12.99 | 13.18 | 13.37 | 13.57 |
| | April 1, 1997 | 13.25 | 13.44 | 13.64 | 13.84 |
| Junior Kitchen Attendant | March 31, 1995 | 12.86 | 13.05 | 13.24 | 13.44 |
| | April 1, 1995 | 12.86 | 13.05 | 13.24 | 13.44 |
| | April 1, 1996 | 12.99 | 13.18 | 13.37 | 13.57 |
| | April 1, 1997 | 13.25 | 13.44 | 13.64 | 13.84 |
| Health Care Aide | March 31, 1995 | 12.42 | 12.60 | 12.80 | 12.99 |
| | April 1, 1995 | 12.42 | 12.60 | 12.80 | 12.99 |
| | April 1, 1996 | 12.54 | 12.73 | 12.93 | 13.12 |
| | April 1, 1997 | 12.79 | 12.98 | 13.19 | 13.38 |
| Groundskeeper | March 31, 1995 | 12.42 | 12.60 | 12.80 | 12.99 |
| | April 1, 1995 | 12.42 | 12.60 | 12.80 | 12.99 |
| | April 1, 1996 | 12.54 | 12.73 | 12.93 | 13.12 |
| | April 1, 1997 | 12.79 | 12.98 | 13.19 | 13.38 |
| Laundry Attendant | March 31, 1995 | 12.86 | 13.05 | 13.24 | 13.44 |
| | April 1, 1995 | 12.86 | 13.05 | 13.24 | 13.44 |
| | April 1, 1996 | 12.99 | 13.18 | 13.37 | 13.57 |
| | April 1, 1997 | 13.25 | 13.44 | 13.64 | 13.84 |

SCHEDULE "B" - OPSEU WAGE SCALE
NON-LICO EMPLOYEES (OPSEU PRE-VOTE) (con't)

Note: These rates apply only to 'NON-LICO' employees as defined by the Social Contract Act 1993.

The rates below include all pay equity adjustments up to and including January 1, 1998.

| <u>Classification</u> | | <u>Start</u> | <u>1st</u> | <u>2nd</u> | <u>3rd</u> |
|-------------------------------------|----------------------|---------------------|------------------------------|------------------------------|------------------------------|
| Porter | March 31, 1995 | 12.86 | 13.05 | 13.24 | 13.44 |
| | April 1, 1995 | 12.86 | 13.05 | 13.24 | 13.44 |
| | April 1, 1996 | 12.99 | 13.18 | 13.37 | 13.57 |
| | April 1, 1997 | 13.25 | 13.44 | 13.64 | 13.84 |
| Sewing Machine Operator | March 31, 1995 | 12.86 | 13.05 | 13.24 | 13.44 |
| | April 1, 1995 | 12.86 | 13.05 | 13.24 | 13.44 |
| | April 1, 1996 | 12.99 | 13.18 | 13.37 | 13.57 |
| | April 1, 1997 | 13.25 | 13.44 | 13.64 | 13.84 |
| <u>GROUP 2</u> | | | | | |
| Senior Kitchen Attendant | March 31, 1995 | 15.216 | 15.406 | 15.596 | 15.796 |
| | April 1, 1995 | 15.216 | 15.406 | 15.596 | 15.796 |
| | April 1, 1996 | 15.37 | 15.56 | 15.75 | 15.95 |
| | April 1, 1997 | 15.68 | 15.87 | 16.07 | 16.27 |
| Orderly | March 31, 1995 | 12.86 | 13.05 | 13.24 | 13.44 |
| | April 1, 1995 | 12.86 | 13.05 | 13.24 | 13.44 |
| | April 1, 1996 | 12.99 | 13.18 | 13.37 | 13.57 |
| | April 1, 1997 | 13.25 | 13.44 | 13.64 | 13.84 |
| Ambulance Officer (NON-EMCA) | March 31, 1995 | 12.86 | 13.05 | 13.24 | 13.44 |
| | April 1, 1995 | 12.86 | 13.05 | 13.24 | 13.44 |
| | April 1, 1996 | 13.50 | 13.70 | 13.90 | 14.11 |
| | April 1, 1997 | 14.31 | 14.52 | 14.73 | 14.96 |

SCHEDULE "B" - OPSEU WAGE SCALE
NON-LICO EMPLOYEES (OPSEU PRE-VOTE) (con't)

Note: These rates apply only to 'NON-LICO' employees as defined by the Social Contract Act 1993.

The rates below include all pay equity adjustments up to and including January 1, 1998.

| <u>Classification</u> | | <u>Start</u> | <u>1st</u> | <u>2nd</u> | <u>3rd</u> |
|------------------------------|----------------------|---------------------|------------------------------|------------------------------|------------------------------|
| Emergency Services | March 31, 1995 | 12.86 | 13.05 | 13.24 | 13.44 |
| Dispatcher | April 1, 1995 | 12.86 | 13.05 | 13.24 | 13.44 |
| | April 1, 1996 | 13.50 | 13.70 | 13.90 | 14.11 |
| | April 1, 1997 | 14.31 | 14.52 | 14.73 | 14.96 |

GROUP 3

| | | | | | |
|-----------------------------------|----------------------|-------|-------|-------|-------|
| Registered Practical Nurse | March 31, 1995 | 15.16 | 15.37 | 15.58 | 15.80 |
| | April 1, 1995 | 15.16 | 15.37 | 15.58 | 15.80 |
| | April 1, 1996 | 15.31 | 15.52 | 15.74 | 15.96 |
| | April 1, 1997 | 15.62 | 15.83 | 16.05 | 16.28 |

| | | | | | |
|--------------|----------------------|-------|-------|-------|-------|
| cooks | March 31, 1995 | 15.16 | 15.37 | 15.58 | 15.80 |
| | April 1, 1995 | 15.16 | 15.37 | 15.58 | 15.80 |
| | April 1, 1996 | 15.31 | 15.52 | 15.74 | 15.96 |
| | April 1, 1997 | 15.62 | 15.83 | 16.05 | 16.28 |

GROUP 4

| | | | | | |
|---------------------------------|----------------------|-------|-------|-------|-------|
| Ambulance Officer (EMCA) | March 31, 1995 | 15.58 | 15.82 | 16.05 | 16.29 |
| | April 1, 1995 | 15.58 | 15.82 | 16.05 | 16.29 |
| | April 1, 1996 | 16.36 | 16.61 | 16.85 | 17.10 |
| | April 1, 1997 | 17.34 | 17.61 | 17.86 | 18.12 |

Group Leaders to receive \$1.10 per hour differential

SCHEDULE "B" - OPSEU WAGE SCALE
NON-LICO EMPLOYEES (OPSEU PRE-VOTE) (con't)

Note: These rates apply only to 'NON-LICO' employees as defined by the Social Contract Act 1993.

The rates below include all pay equity adjustments up to and including January 1, 1998.

| <u>Classification</u> | | <u>Start</u> | <u>1st</u> | <u>2nd</u> | <u>3rd</u> |
|---|----------------------|---------------------|------------------------------|------------------------------|------------------------------|
| <u>GROUP 5</u> | | | | | |
| Home Support Worker | March 31, 1995 | 11.183 | 11.313 | 11.453 | 11.543 |
| | April 1, 1995 | 11.183 | 11.313 | 11.453 | 11.543 |
| | January 1, 1996 | 11.563 | 11.693 | 11.833 | 11.973 |
| | April 1, 1996 | 11.68 | 11.81 | 11.95 | 12.09 |
| | January 1, 1997 | 11.84 | 11.97 | 12.11 | 12.25 |
| | April 1, 1997 | 12.08 | 12.21 | 12.35 | 12.50 |
| | January 1, 1998 | 13.25 | 13.44 | 13.64 | 13.84 |
| <u>GROUP 6</u> | | | | | |
| Maintenance Worker | March 31, 1995 | 15.80 | | | |
| | April 1, 1995 | 15.80 | | | |
| | April 1, 1996 | 15.96 | | | |
| | April 1, 1997 | 16.28 | | | |
| Transportation and General Maintenance Attendant | March 31, 1996 | 12.50 | | | |
| | April 1, 1997 | 12.75 | | | |

SCHEDULE "B": OPSEU WAGE SCHEDULE
NON-LICO EMPLOYEES (CUPE PRE-VOTE)

Note: These rates apply only to "NON-LICO" employees as defined by the Social Contract Act 1993.

The rates below include pay equity adjustments up to and including January 1, 1998.

| <u>Classification</u> | | <u>Start</u> | <u>1[']</u> | <u>2nd</u> | <u>3rd</u> |
|-----------------------|--------------|--------------|----------------------|-----------------------|-----------------------|
| Registered | January 1/96 | 16.62 | 16.89 | 17.22 | 17.59 |
| Practical | January 1/97 | 16.95 | 17.22 | 17.55 | 17.92 |
| Nurse | April 1/97 | 17.12 | 17.39 | 17.73 | 18.10 |
| Nursing Aide | January 1/96 | 14.40 | 14.66 | 14.93 | 15.17 |
| | January 1/97 | 14.40 | 14.66 | 14.93 | 15.17 |
| | April 1/97 | 14.54 | 14.81 | 15.08 | 15.32 |
| Physiotherapy | January 1/96 | 16.29 | 16.56 | 16.89 | 17.26 |
| Assistant | January 1/97 | 16.29 | 16.56 | 16.89 | 17.26 |
| | April 1/97 | 16.45 | 16.72 | 17.06 | 17.43 |
| Occupational | January 1/96 | 14.40 | 14.66 | 14.93 | 15.17 |
| Therapy | January 1/97 | 14.40 | 14.66 | 14.93 | 15.17 |
| Assistant | April 1/97 | 14.54 | 14.81 | 15.08 | 15.32 |
| Materials | January 1/96 | 16.62 | 16.89 | 17.22 | 17.59 |
| Management | January 1/97 | 16.62 | 16.89 | 17.22 | 17.59 |
| Technician/Assistant | April 1/97 | 16.79 | 17.06 | 17.39 | 17.77 |
| Director Materials | | | | | |
| Management | | | | | |
| Physiotherapy Aide/ | January 1/96 | 13.17 | 13.44 | 13.72 | |
| Recreation Aide/ | January 1/97 | 13.17 | 13.44 | 13.72 | |
| O.T. Aide | April 1/97 | 13.30 | 13.57 | 13.86 | |

**SCHEDULE "B": OPSEU WAGE SCHEDULE
NON-LICO EMPLOYEES (CUPE PRE-VOTE) (Con't)**

Note: These rates apply only to "NON-LICO" employees as defined by the Social Contract Act 1993.

The rates below include all pay equity adjustments up to and including January 1, 1998.

| <u>Classification</u> | | <u>Start</u> | <u>1st</u> | <u>2nd</u> | <u>3rd</u> |
|---|-------------------|--------------|-----------------------|-----------------------|-----------------------|
| Porter | January 1/96 | 16.29 | 16.56 | 16.89 | 17.26 |
| | January 1/97 | 16.29 | 16.56 | 16.89 | 17.26 |
| | April 1/97 | 16.45 | 16.72 | 17.06 | 17.43 |
| Student Aide - Nursing | January 1/96 | 10.14 | | | |
| | January 1/97 | 10.68 | | | |
| | April 1/97 | 10.79 | | | |
| Laundry Aide/ Housekeeping Aide/ Laundry - Housekeeping Aide | January 1/96 | 13.81 | 14.01 | 14.22 | 14.48 |
| | January 1/97 | 13.81 | 14.01 | 14.22 | 14.48 |
| | April 1/97 | 13.94 | 14.15 | 14.36 | 14.62 |
| Machine Operator | January 1/96 | 13.81 | 14.01 | 14.22 | 14.48 |
| | January 1/97 | 13.81 | 14.01 | 14.22 | 14.48 |
| | April 1/97 | 13.94 | 14.15 | 14.36 | 14.62 |
| Engineer 4 th Class/ Maintenance | January 1/96 | 16.56 | 16.89 | 17.26 | |
| | January 1/97 | 16.56 | 16.89 | 17.26 | |
| | April 1/97 | 16.73 | 17.06 | 17.43 | |
| Electrical/ Maintenance | January 1/96 | 17.89 | 18.19 | 18.45 | |
| | January 1/97 | 17.89 | 18.19 | 18.45 | |
| | April 1/97 | 18.07 | 18.37 | 18.63 | |
| Groundskeeper/ Maintenance | January 1/96 | 14.69 | 14.90 | 15.10 | |
| | January 1/97 | 14.69 | 14.90 | 15.10 | |
| | April 1/97 | 14.84 | 15.05 | 15.25 | |

SCHEDULE "B": OPSEU WAGE SCHEDULE
NON-LICO EMPLOYEES (CUPE PRE-VOTE) (Con't)

Note; These rates apply only to "NON-LICO" employees as defined by the Social Contract Act 1993.

The rates below include all pay equity adjustments up to and including January 1, 1998.

| <u>Classification</u> | | <u>Start</u> | <u>1st</u> | <u>2nd</u> | <u>3rd</u> |
|------------------------------|--------------|---------------------|------------------------------|------------------------------|------------------------------|
| Dietary | January 1/96 | 14.12 | 14.32 | 14.53 | 14.79 |
| Attendant | January 1/97 | 14.12 | 14.32 | 14.53 | 14.79 |
| | April 1/97 | 14.26 | 14.46 | 14.68 | 14.94 |

SCHEDULE 1

DEPARTMENTS

JOB CLASSIFICATIONS

HOME CARE

Home Support Workers

Registered Practical Nurse

AMBULANCE

Ambulance Officer E.M.C.A.

Ambulance Officer Non-E.M.C.A.

Emergency Service Dispatcher

DIETARY

Junior Kitchen Attendant

Dietary Attendant

Senior Kitchen Attendant

Cook

NURSING

Health Care Aide

Nursing Aide

Student Aide - Nursing

Orderly

Porter (JSS)

Registered Practical Nurse

SPECIAL SERVICES

Housekeeping Attendant

Materials Management Technician/
Assistant Director Materials Management

Porter (CSS)

Groundskeeper

Laundry Attendant

Sewing Machine Operator

Central Supply Room

MAINTENANCE**Maintenance Worker****Electrician/Maintenance****Groundskeeper/Maintenance****Transportation and General
Maintenance Attendant****Machine Operator****Engineering 4th Class/Maintenance****REHABILITATION
SERVICES****Physiotherapy Assistant****Occupational Therapy Assistant****Physiotherapy Aide****Recreation Aide****Occupational Therapy Aide**

LETTER OF UNDERSTANDING

BETWEEN

WEST PARRY SOUND HEALTH CENTRE!

AND

THE **ONTARIO** PUBLIC SERVICE EMPLOYEES
UNION, LOCAL 320

1. The normal hours of work for all Ambulance Officers shall be eleven and one-half (11 1/2) hours of work per **shift** exclusive of unpaid half (1/2) hour meal break. If mutually agreeable employees may work a seven and one-half (7 1/2) hour **shift** exclusive of a one half (1/2) hour unpaid break,
2. Authorized work performed in excess of eleven and one-half (11 1/2) hours per **shift** and/or one hundred and fifty (150) hours per four (4) week pay period shall be considered as overtime **and** paid at the rate of time and one-half (1 1/2) the employees straight time hourly rate of pay.

By mutual agreement overtime may be taken as time off in lieu at the rate of time and one-half for each hour owed.
3. Employees who are retained on a shift extension shall be paid as per 17.05 of the collective agreement.
4. Employees shall be entitled to three (3) fifteen (15) minutes rest periods and a one-half (1/2) hour lunch break per **shift**.

SCHEDULING OBJECTIVES

- (a) Employees will not be scheduled as on-call on their regular days off.
- (b) Every second weekend off consisting of Friday, Saturday and Sunday.
- (c) A minimum of twelve (12) hours off between regular scheduled **shifts**.
- (d) No more than fourteen (14) **shifts** per four (4) week period on a master rotating schedule.
- (e) No more than three (3) consecutive shifts with a minimum of two (2) **days** off between sets of **shifts**.
- (f) Schedules to be posted at least two (2) weeks in advance.
- (g) All of the above objectives can be altered by mutual agreement of both parties (e.g. floating staff positions).

FOR THE UNION

Donald M. Steward
William Lynch
Sharon Todd
Jimmie McPhee
Calvin Lawson
Sharon Edwards
Pauline Knechtel

FOR THE HEALTH CENTRE

James Paulus
Mary Thomas
W. Krummer
Alex O'Brien

DATED ON Monday Nov 30 1998.

LETTER OF UNDERSTANDING

BETWEEN

WEST PARRY SOUND HEALTH CENTRE

AND

**THE ONTARIO PUBLIC SERVICE EMPLOYEES
UNION, LOCAL, 320**

The parties agree to discuss the issue of payment of responsibility pay to maintenance employees while working in the absence of the Manager of Plant Services through the Employee Relations Committee. The parties will further review and assess the extent of the higher level decisions that are made with respect to responsibility pay entitlement.

FOR THE UNION

Donald M. Stewart
Patricia Loyal
Sharon Ford
Regina White
Calvin Gowen
Sharon Edwards
Pauline Tweedell

FOR THE HEALTH CENTRE

Jan M
M. M. G. L.
Altham
Alex O'Brien

DATED ON *Monday*, *Nov 30*, 1998.

E OF NDING

BETWEEN

WEST PARRY SOUND HEALTH CENTRE

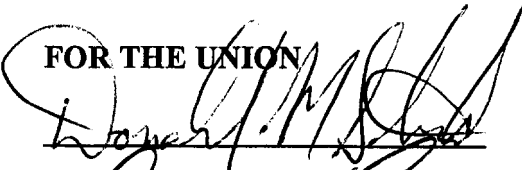
AND


THE ONTARIO PUBLIC SERVICE EMPLOYEES
UNION, LOCAL 320

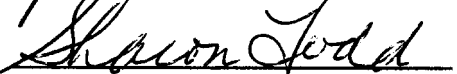
The parties agree to further discuss the provision of uniforms to the bargaining unit members through the Employee Relations Committee with a view of establishing consistent practices if deemed appropriate.


FOR THE UNION

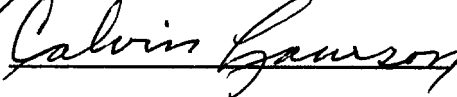
FOR THE HEALTH CENTRE

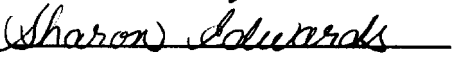


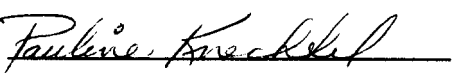


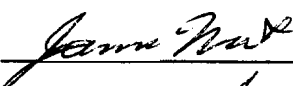


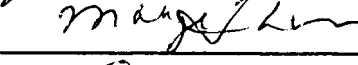


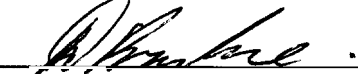


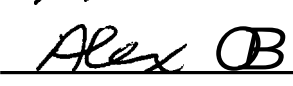












DATED ON Monday, Nov 30, 1998.

LETTER OF UNDERSTANDING

BETWEEN

WEST PARRY SOUND HEALTH CENTRE

AND

**THE ONTARIO PUBLIC SERVICE EMPLOYEES
UNION, LOCAL 320**

The parties agree to further discuss the issue of making medical information regarding Homecare clients available to Home Support Workers.

FOR THE UNION

FOR THE HEALTH CENTRE

Donald M. Stewart
Sharon Lamb
Sharon Todd
Janice McPhie
Calvin Gausson
Sharon Edwards
Pauline Treckel

Janice McPhie
Mary Ann
W. Bruce
Alex O'Brien

DATED ON *Monday, Nov 30,* 1998.

LETTER OF UNDERSTANDING

BETWEEN

WEST PARRY SOUND HEALTH CENTRE

AND

**THE ONTARIO PUBLIC SERVICE EMPLOYEES
UNION, LOCAL 320**

The parties agree to seek clarification on Emergency Health Services Regulations and to confirm their positions on the issues and their application to the West Parry Sound Health Centre.

FOR THE UNION

FOR THE HEALTH CENTRE

Dorothy M. Stewart
Greenland
Shawn Todd
Jeanie White
Calvin Lawson
Sharon Edwards
Pauline Treckel

John ...
Murray ...
...
Alex C'Brien

DATED ON Monday, Nov 30, 1998.