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Collective Agreement

between

**Ontario Public Service Employees Union
on behalf of its Local 320**

and

West Parry Sound Health Centre

Service – Full Time/Part Time Combined

DURATION: April 1, 2008 - March 31, 2011



**Sector 11
3-320-183-20110331-11**



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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 any union held bargaining rights as of April 4, 1997.

Clarity Note:

Graduate and undergraduate pharmacists, graduate and student dieticians, 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 word “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 Definitions:
- (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 sixty (60) hours every two (2) week pay period.
 - (b) All regular part-time employees must be available to work predetermined schedules as noted above according to the following provisions:
 - (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.

- (c) “Casual Employee” means an employee who is hired as a replacement worker on an as needed basis. Casual Employees in each classification will be placed on a list in order of seniority. Call-ins shall be offered to such employees on a rotational basis. Casual employees must work at least six (6) shifts in a six-month period. The employment of a casual employee who does not work at least six shifts in a six-month period will be terminated. The casual seniority list is solely for the purpose of exercising the call-ins by rotation on the basis of seniority. This seniority service shall not be credited to the employee in the event s/he is successful in obtaining a part-time or full-time position.

ARTICLE 3 – NO 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 or the Health Centre by reason of race, creed, colour, age, sex, sexual orientation, marital status, nationality, ancestry or place of origin, family status or disability.

ARTICLE 4 – UNION SECURITY

- 4.01 The Health Centre shall deduct from each pay of each employee, from the first day of employment, an amount equivalent to such union dues as may be designated by the Union from time to time according to the following conditions:
- (a) 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.
- (b) The Health Centre agrees when forwarding Union dues to the Union’s Head Office in Toronto, attention of the Accounting Department, 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 the preceding month.

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

- 4.02 Regular union dues referred to in this Article shall mean the regular 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, discharge, 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 eleven (11) stewards. The Union will endeavour to have a representative mix of all departments and employee status (i.e. full-time and part-time).
- (c) The Union will appoint three (3) stewards to participate in the Early Return to Work (RTW) Program. The Union will endeavour to have a representative mix of all departments and employee status (i.e. full-time and part-time). The Union shall have the right to the assistance of an OPSEU Staff Representative whenever necessary. In the event a RTW meeting occurs outside the working hours of one or more employees attending the meeting, the employees will be paid their regular straight time hourly rate for time spent at such meetings.
- (d) Employees shall have the right to the presence of a Union steward at any time when formal discipline, suspension or discharge is imposed, and the Union will provide an available union steward duly elected or appointed in accordance with Article 6.01 (b).

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 not to exceed four (4) exclusive of any external Union advisor(s) or any management advisors(s) shall meet at least four (4) times per year 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.

In the event a meeting occurs outside the working hours of one or more employees attending the Employee Relations Committee meeting, the employees will be paid their regular straight time hourly rate for time spent 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.

Grievance and disciplinary meetings will be held during the affected employee's working hours. If the meeting occurs outside the regular hours of the Union steward, the Union steward will be paid his/her regular straight time hourly rate for time spent at such meetings.

- 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, during the Health Centre's monthly general orientation session, for the purpose of ascertaining the wishes of the employee concerning membership in the Union. The Health Centre will notify the Union monthly of the names of those employees who will be attending the general orientation session as well as the time and place for such interview, the time 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 The Union agrees that there shall be no strikes and the Employer agrees that there shall be no lockouts so long as this agreement continues to operate. The terms "strike" and "lockout" shall bear the meaning given them in the Ontario Labour Relations Act. The parties agree that the Hospital Labour Disputes Arbitration Act (HLDAA) applies to this bargaining regime.

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 can be arbitrated.

Employees shall have the right, upon request, to the presence of a union steward at any stage of the grievance procedure, including the complaint stage.

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 nine (9) calendar days after receipt of the grievance in writing. Failing settlement, the next step in the grievance procedure may be taken.

Step 2

Within nine (9) calendar days following the decision under Step 1, the grievance must be submitted to the Director of Human Resources (or his designate) to be discussed at a meeting between the Director of Human Resources (or his designate) and the Grievance committee, including the grievor(s) within nine (9) calendar days of receipt of the grievance. Either party may have assistance from outside the Health Centre at the meeting if desired. The Director of Human Resources (or his designate) shall give his written disposition within nine (9) 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 2 is given.

The above time limits may be extended by mutual agreement between the parties to this agreement, however, such agreement must be confirmed in writing.

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 2 within fourteen (14) calendar days of the event giving rise to the grievance. Failing settlement under Step 2 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 the Union refers a grievance to arbitration, the grievance shall be referred to a sole arbitrator selected by agreement of the parties. If the parties cannot agree concerning the selection of a sole arbitrator within seven (7) days after the grievance is referred to arbitration, either party may request the Office of Arbitration, Ministry of Labour to appoint an arbitrator. The parties may agree to have a grievance considered by a Board of Arbitration. The party referring the grievance to arbitration may request a Board and name a nominee when it refers the grievance to arbitration. If the other party agrees that a Board should hear the matter, it will name its nominee within seven (7) days of receiving the referral to arbitration. If the matter is to be heard

by a Board, the nominees will attempt to agree concerning the selection of a Chairperson. If the nominees cannot agree on a Chairperson within fourteen (14) days of the appointment of the second nominee, either nominee may request the appointment of a Chairperson by the Office of Arbitration.

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 an arbitrator who has been involved in an 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 A sole arbitrator or a 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 a sole arbitrator or of an Arbitration Board will be expedited by the parties. The parties also recognize that employees will be paid to attend arbitration hearing(s), however the Health Centre will invoice the Union for wages and benefit costs for employees attending such hearing(s). The decision of the sole arbitrator or the majority of a Board of Arbitration or, if there is no majority, the decision of the Chairperson shall be final and binding upon the parties and the employee or employees concerned.
- 9.06 Each of the parties will bear the expenses of a nominee appointed by it and the parties will share equally the fees and expenses of a sole arbitrator or of the Chairperson of a Board.
- 9.07 The parties agree that the assistance of a mediator may be useful in resolving matters without the expense and delay of proceeding to arbitration. After a matter has been referred to arbitration, either party may make a written request to refer a grievance (either individually or together with other grievances which have been referred to arbitration) to mediation. The other party will respond in writing. The parties will then attempt to agree concerning the selection of a mediator. If the parties cannot agree to the selection of a mediator within fourteen (14) days, the request for mediation will be deemed to be withdrawn. The parties shall equally share the fees and expenses of the mediator. Should the mediation process not be successful the matter may be referred to arbitration as per Article 9.01. It is understood that anyone who acts as a mediator cannot act as arbitrator concerning the same matter.

ARTICLE 10 – SENIORITY

10.01 Definition of Seniority

Full-time employees will accumulate seniority on the basis of their continuous service in the bargaining unit from the last date of hire, except as otherwise provided herein.

Part-time employees will accumulate seniority on the basis of one (1) year's seniority for each one thousand seven hundred and fifty (1750) hours worked in the bargaining unit as of the last date of hire, except as otherwise provided herein

Seniority will operate on a bargaining unit wide basis.

A part-time employee cannot accrue more than one year's seniority in a twelve (12) month period, starting April 1st.

- 10.02 A new employee will be considered on probation until after he has completed four hundred and fifty (450) hours worked with the Health Centre from his most recent date of hire.
- 10.03 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.
- 10.04 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.
- 10.05 An employee who transfers to or from 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.
- 10.06 An employee whose status is changed from full-time to part-time shall be credited with his/her chronological seniority based on 1950 hours for each year of service/seniority the total of which shall be deemed to be their seniority/service in hours for placement on the part-time seniority list. An employee whose status is changed from part-time to full-time shall be credited with his/her service/seniority of total hours which shall be divided by 1950 hours to determine the chronological date for service and seniority for placement on the full-time seniority list. Notwithstanding the above, it is understood for the purpose of movement on the wage grid, part time shall be on the basis of 1750 constitutes one year of service.

10.07 Separate seniority lists of full-time, part-time and casual employees shall be prepared twice per year according to the records of the Health Centre and be date stamped and posted by January 31 and July 31 of each year. Posting shall include time worked up to and including the last pay period in December for posting on January 31 and time worked up to and including the last pay period in June for posting on July 31. 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 within three (3) working days from the date he returns to work or receives the list, whichever is earlier.

Such lists shall be posted on a bulletin board in each department, and each Union Steward in the department shall be given a copy at the time of the posting and, a copy will be sent to the Local President/ Chief Steward, a copy of which shall be posted on the "staff only" portion of the Health Centre web page.

Upon request, the Employer shall supply the Local Union a list showing the name, start date, job title, department, employment status, rate of pay for each employee in the bargaining unit. The Local Union may request this list twice annually.

10.08 **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 have been 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.

10.09 Workloads

In the event that an employee or group of employees covered under the Regulated Health Professions Act (RHPA), are assigned a work-load which is inconsistent with proper patient care, they shall express their concerns to their supervisor. The employee shall complete a "Work-Load Review Form" which shall be provided to the supervisor and to the Union. The Work-Load Review Form will be developed by the Employee Relations Committee and will be attached as an Appendix to the collective agreement.

ARTICLE 11 - EMPLOYMENT STABILITY

11.01 Staff Planning Committee

- (a) With respect to the development of any operating or restructuring plan which may adversely affect the bargaining unit, the Union shall be involved in the planning process from the early phases through the final phases of the process.
- (b) Such involvement shall be in the context of the Employee Relations Committee, which will meet whenever the Health Centre is considering plans which may adversely affect the employment status of the employees in the bargaining unit. It will be the function of the Employee Relations Committee to consider possible ways and means of minimizing potential adverse effects upon employees in the bargaining unit.
- (c) Each party shall appoint a co-chair for the Committee. Co-chairs shall chair alternate meetings of the Committee and will be jointly responsible for establishing the agenda of the Committee meetings, preparing minutes and writing such correspondence as the Committee may direct.
- (d) To allow the Employee Relationship Committee to carry out its mandated role under this provision, the Health Centre will provide the Committee with pertinent financial and staffing information and with a copy of any reorganization plans which adversely impact on the bargaining unit.
- (e) Meetings of the Committee shall be held during normal working hours. Representatives attending such meetings shall be deemed to be work time for which the representative(s) shall be paid by the Health Centre at his or her regular rate. The Health Centre shall make typing and other such clerical assistance available as required.

11.02 **Lay-off and Recall**

Notice of Lay-off

In the event of a proposed lay-off at the Health Centre of a permanent or long term (in excess of thirteen (13) weeks) nature, the Health Centre will:

- (a) provide the Union with no less than six (6) months written notice of the proposed lay-off, and;
- (b) provide to the affected employee(s), if any, no less than four (4) months written notice of lay-off, or pay in lieu thereof.

Note: Where a proposed lay-off results in the subsequent displacement of any member(s) of the bargaining unit, the original notice to the Union provided in (a) above shall be considered notice to the Union of any subsequent lay-off.

- (c) In the event of lay-off, the Health Centre shall lay-off employees in the reverse order of their seniority within their classification, providing that there remain on the job employees who then have the ability to perform the work.
- (d) In the event of a proposed lay-off, temporary positions that have been created for special non-recurring tasks, (as per Article 13.05) will be terminated prior to full-time positions being given lay-off notices.

11.03 **Recall Rights**

A laid off employee shall retain the rights of recall for a period of twenty-four (24) months from the date of lay-off.

11.04 An employee who is subject to lay-off shall have the right to either:

- (a) accept lay-off or;
- (b) displace an employee who has lesser bargaining unit seniority and who is the least senior employee in a lower or identical paying classification in the bargaining unit if the employee originally subject to lay-off can perform the duties of the lower or identical classification without training other than orientation. Such employee so displaced shall be laid off.

Note: An identical paying classification shall include any classification where the straight time hourly wage rate at the level of service corresponding to that of the laid off employee is within 1% of the laid off employees straight time hourly wage rate.

In the event that there are no employees with lesser seniority in lower or identical paying classifications as defined in this Article, a laid off employee will have the right to displace an employee with lesser seniority, who is the least senior employee in a higher paying classification where the straight time hourly rate at the level of service corresponding to that of the laid off employee is within fifteen percent (15%) of the laid off employee's straight time hourly rate provided he/she has the qualifications required of the position and can perform the duties without training other than orientation. Such employee so displaced shall be laid off.

- c) the decision of the employee to choose (a) or (b) above shall be given in writing to the designated Health Centre representative within ten (10) working days (excluding Saturday, Sunday and Holidays) following the notification of lay-off. Employees failing to do so will be deemed to have accepted lay-off.

- 11.05 The Employer agrees to post vacancies during the recall period, as per the job posting procedure, allowing employees on recall to participate in the posting procedure. Should the position not be filled via the job posting procedure an employee shall have the opportunity of recall from a lay-off to a lesser or identical paying available opening in order of seniority, provided he/she can meet the normal requirements of the job.
- 11.06 In determining the ability of an employee to perform the work for the purposes of paragraphs 02, 04, 05 above, the Employer shall not act in an arbitrary or unfair manner.
- 11.07 An employee recalled to work in a different classification from which he/she was laid-off shall have the privilege of returning to the position he/she held prior to the lay-off should it become vacant within six (6) months of being recalled.
- 11.08 No new employees shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so, in accordance with the loss of seniority provision, or have been found unable to perform the work available.
- 11.09 It is the sole responsibility of the employee who has been laid-off to notify the Employer of his/her intention to return to work within seven (7) working days (exclusive of Saturdays, Sundays and paid holidays) after being notified to do so by registered mail, addressed to the last address on record with the Employer (which notification shall be deemed to have been received on the second day following the date of mailing) and to return to work within ten (10) working days after being notified. The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report to work. The employee is solely responsible for his/her proper address being on record with the Employer.
- 11.10 Where the employee fails to notify the Employer or to return to work in accordance with provisions of paragraph 11.09, he/she shall lose all seniority and be deemed to have terminated the employ of the Health Centre.

- 11.11 No full-time employee within the bargaining unit shall be laid off by reasons of his/her duties being assigned to one or more part-time employees.
- 11.12 In the event that a lay-off commenced on the day immediately following a paid holiday, an employee otherwise qualified for holiday pay shall not be disqualified thereto solely because of the day on which the lay-off commenced.
- 11.13 Employees on lay-off or notice of lay-off shall be given preference for temporary vacancies which are expected to exceed ten (10) working days. An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on lay-off.
- 11.14 Benefits on Layoff (The following clause is applicable to full-time employees only)
- 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 benefit programs, 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 department of the Health Centre provided that the employee informs the Health Centre of his or her intent to do so at the time of the lay-off, and arranges with the Health Centre the appropriate payment schedules.
- 11.15 (a) Where an employee resigns within thirty (30) days after receiving notice of layoff pursuant to Article 11.02 that his or her position will be eliminated, he or she shall be entitled to a separation allowance of two (2) weeks salary for each year of continuous service to a maximum of sixteen (16) 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).
- (b) When an employee resigns later than thirty (30) days after receiving notice of layoff pursuant to Article 11.02 that his or her position will be eliminated, he or she shall be entitled to a separation allowance of four (4) weeks salary, and, on production of receipts from an approved educational program, within twelve (12) months of resignation, may be reimbursed for tuition fees up to a maximum of one thousand, two-hundred and fifty dollars (\$1,250.00).

ARTICLE 12 – TECHNOLOGICAL CHANGE

- 12.01 The Health Centre undertakes to notify the Union in advance, so far as practicable, of any technological changes which the Health Centre has decided to introduce which will significantly change the status of employees within the bargaining unit. The Health Centre agrees to discuss with the Union the effect of such technological changes on the employment status of employees and to consider practical ways and means of minimizing the adverse affect, if any, upon employees concerned.

- 12.02 Where new or greater skills are required than are already possessed by the effected employees under the present methods of operation, such employees shall be given a period of training, with due consideration being given to the employees' age and previous educational background, during which they may perfect or acquire the skills necessitated by the new method of operation. The employer will assume the cost of tuition and travel. There shall be no reduction in wage or salary rates during the training period of any such employee. Training shall be given during the hours of work whenever possible and may extend for up to six (6) months. Employees with one (1) 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 above.

ARTICLE 13 – JOB POSTING.

13.01 Posting of Permanent Vacant Positions

- (a) The Health Centre agrees that it shall post permanent vacant positions within thirty (30) calendar days of the position becoming vacant, or the Health Centre will inform the Union of its intentions for the position.
- (b) Where a permanent vacancy occurs or, a new position is established by the Health Centre in a classification within the bargaining unit, such vacancy shall be posted by the Health Centre for a period of seven (7) calendar 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. The Health Centre will notify internal applicants of the status of their candidacy within fourteen (14) calendar days of the completion of interviews.
- (c) Job postings will be deemed to be closed as of 16:00 hours (4:00 p.m.) on the date of the closing date of the posting

- 13.02
- (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 seven (7) 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.

13.03 Employees shall be selected for positions under either Article 13.01 or 13.02 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 judgment shall be made in a fair, impartial and consistent manner. Salary adjustments shall be in accordance with Article 16.02. Seniority shall be as of the pay-ending date closest to the date of the job posting.

13.04 The employees eligible for consideration shall be limited to those employees who have applied for the position in accordance with Article 13.01 and 13.02, and selection shall be made in accordance with Article 13.03, it being understood that should there be no qualified applicant, the Health Centre may fill the position from outside the bargaining unit.

Applications for postings shall not be accepted from an employee until the employee has successfully completed the probationary period defined in Article 10.01. Successful employees need not be considered for other vacancies within a six (6) month period unless an opportunity arises which allows the employee to change his or her permanent status.

13.05 Temporary Vacancies (Full-time, Part-time, and Temporary)

(a) The Health Centre shall post and fill all temporary vacancies in accordance with Article 13 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.

The Hospital will outline to employees selected to fill such temporary vacancies and the Union, the circumstances giving rise to the vacancy, and the special conditions relating to such employment.

- (d) A part-time or casual employee appointed to a temporary position, or a person who is hired pursuant to Article 13.05 shall be entitled to the rights and benefits of a part-time employee as outlined in Article 20.08.

- 13.06 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.

ARTICLE 14 – NO CONTRACTING OUT

- 14.01 The Health Centre shall not contract out any work usually performed by members of the bargaining unit if, as a result such contracting out, a layoff or reduction in hours of full-time or 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.

14.02 Work of the Bargaining Unit

Employees not covered by the terms of this Agreement will not perform duties normally assigned to those employees who are covered by this Agreement, except for the purpose of instruction, experimentation or in emergencies when regular employees are not readily available.

Note: The purpose of this clause is the protection of the work of the bargaining unit employees and not the broadening of that work to other areas.

ARTICLE 15 – LEAVES OF ABSENCE

15.01 (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. Notwithstanding the foregoing an employee shall be entitled to personal leave(s) in accordance with Section 49.1 (Family Medical Leave) and 50 (Personal Emergency Leave) of the Employment Standards Act.

(b) A full-time or part-time employee will be credited with seniority during an approved unpaid leave of absence that does not exceed thirty (30) continuous calendar days. Part-time seniority shall be calculated as per ESA section 24(1)a.

15.02 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: Notwithstanding the leave noted above is in addition to any other Union Leave set out elsewhere in this Collective Agreement.

(a) not more than four (4) employees at the Health Centre are absent on any such leave at the same time and no more than two (2) from any department;

(b) a request must be made in writing and approved at least three (3) 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.

- 15.03 (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, with pay, provided the Employer is reimbursed by the union, 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 two (2) calendar years from the date of appointment unless extended for a further specific period by agreement of the parties.
- (b) Applicable to Full-time Employees
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.
- Seniority and Service shall be retained and accumulated during such leave. Further, an employee on such leave shall continue to participate in the benefit plans and shall continue to receive their normal salary provided that the Union arranges in advance to reimburse the Employer in full for the applicable salary and benefits costs.
- (c) Membership Development Trainee
Where an individual is appointed as a Membership Development Trainee (MDT) such individual shall be granted leave of absence for up to one year. The Union shall reimburse the Employer the amounts paid on behalf of the Union including pay and benefits. Seniority and service shall be retained and shall accumulate during such leave.

- 15.04 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. In addition an employee shall be granted one (1) day bereavement leave without loss of regular pay from regularly scheduled hours for the death of his or her aunt or uncle.

Where an employee’s scheduled vacation is interrupted due to 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.

Effective March 24, 2010, bereavement leave for spouse, child and parent will be increased to four (4) consecutive working days and bereavement leave for niece or nephew will be one (1) day.

15.05 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 Health Centre 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 endeavour 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/Part-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.

15.06 Pregnancy/Parental Leave

- (a) Pregnancy/Parental leave will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision. The service requirement for eligibility for Pregnancy/Parental leave shall be thirteen (13) weeks of continuous service.
- (b) The employee shall give written notification at least two (2) weeks in advance of the date of commencement of such leave and the expected date of return.
- (c) The employee shall reconfirm her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Employer at least two (2) weeks in advance thereof.
- (d) In the event that an employee cannot perform her regular duties due to pregnancy, the Employer shall accommodate the employee until the commencement of the employee's maternity leave in accordance with the Ontario Human Rights Code. The employee will provide satisfactory medical documentation confirming her restrictions, upon request.
- (e) Pregnancy Leave (Sub plan)
 - (i) An employee who is on pregnancy leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance pregnancy benefits pursuant to Section 22 of the Employment Insurance Act, shall be paid a Supplemental Employment Benefit. That benefit will be equivalent to the difference between seventy-five percent (75%) of her normal weekly earnings and the sum of her weekly Employment Insurance benefits and any other earnings. Such payment shall commence, following completion of the two-week Employment Insurance waiting period and receipt by the Employer of the employee's Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance pregnancy benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours (for part-time employees the normal weekly hours shall be an average of hours worked in the proceeding 4 weeks) plus any wage increase or salary increment that she would be entitled to receive if she were not on pregnancy leave.

Effective April 1, 2010, an employee who is on pregnancy leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance pregnancy benefits pursuant to Section 22 of the Employment Insurance Act, shall be paid a Supplemental Employment Benefit. That benefit will be equivalent to the difference between ninety three percent (93%) of her normal weekly earnings and the sum of her

weekly Employment Insurance benefits and any other earnings. Such payment shall commence, following completion of the two-week Employment Insurance waiting period and receipt by the Employer of the employee's Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance pregnancy benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours (for part-time employees the normal weekly hours shall be an average of hours worked in the proceeding 4 weeks) plus any wage increase or salary increment that she would be entitled to receive if she were not on pregnancy leave.

Effective April 1, 2010, in addition to the foregoing, the Hospital will pay the employee ninety-three percent (93%) of her normal weekly earnings during the first two (2) week period of the leave while waiting to receive Employment Insurance benefits.

- (ii) Credits for service and seniority shall continue to accrue while she is on pregnancy leave.
- (iii) The Employer will continue to pay its share of the contributions of the subsidized employee benefits, including pension, in which the employee is participating while the employee is on pregnancy leave.

(f) Parental Leave (Sub plan)

- (i) For the purposes of this Parental leave, parent shall be defined to include a person with whom a child is placed for adoption and a person who is in a relationship of some permanence with a parent of a child and who intends to treat the child as his or her own.
- (ii) An employee who is an adoptive parent shall advise the Employer as far in advance as possible of having qualified to adopt a child, and shall request the leave of absence, in writing, upon receipt of confirmation of the pending adoption. If, because of late receipt of confirmation of the pending adoption, the employee finds it impossible to request the leave of absence in writing, the request may be made verbally and subsequently verified in writing.

An employee who is an adoptive parent may extend the parental leave for such greater time as may be required by the adoption agency concerned to a maximum total of six (6) months.

- (iii) An employee who is on parental leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance parental benefits pursuant to Section 23 of the Employment Insurance Act, shall be paid a supplemental employment benefit. That benefit will be equivalent to the difference between seventy-five percent (75%) of his/her normal weekly earnings and the sum of his/her weekly Employment Insurance benefits and any other earnings. Such payment shall commence, following completion of the two-week Employment Insurance waiting period and receipt by the Employer of the employee's Employment Insurance cheque stub as proof that he/she is in receipt of Employment Insurance parental benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of ten (10) weeks. The employee's regular weekly earnings shall be determined by multiplying his/her regular hourly rate on his/her last day worked prior to the commencement of the leave times his/her normal weekly hours (above) plus any wage increase or salary increment that he/she would be entitled to receive if he/she were not on parental leave.

Effective April 1, 2010, an employee who is on parental leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance parental benefits pursuant to Section 23 of the Employment Insurance Act, shall be paid a supplemental employment benefit. That benefit will be equivalent to the difference between ninety-three percent (93%) of his/her normal weekly earnings and the sum of his/her weekly Employment Insurance benefits and any other earnings. Such payment shall commence, following completion of the two-week Employment Insurance waiting period and receipt by the Employer of the employee's Employment Insurance cheque stub as proof that he/she is in receipt of Employment Insurance parental benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of ten (10) weeks. The employee's regular weekly earnings shall be determined by multiplying his/her regular hourly rate on his/her last day worked prior to the commencement of the leave times his/her normal weekly hours (above) plus any wage increase or salary increment that he/she would be entitled to receive if he/she were not on parental leave.

Effective April 1, 2010, in addition to the foregoing, the Hospital will pay the employee ninety-three percent (93%) of his or her normal weekly earnings during the first two (2) week period of the leave while waiting to receive Employment Insurance benefits.

- (iv) Credits for service and seniority shall accumulate for a period of up to thirty-five (35) weeks after the parental leave began while the employee is on parental leave, if the employee also took pregnancy leave, and thirty-seven (37) weeks after the parental leave began if the employee did not take pregnancy leave.

- (v) The Employer will continue to pay its share of the premiums of the subsidized employee benefits, including pension, in which the employee is participating for a period of up to thirty-five (35) weeks after the parental leave began, if the employee also took pregnancy leave, and thirty-seven (37) weeks after the parental leave began otherwise, while the employee is on parental leave.
- (g) Subject to any changes to the employee's status, which would have occurred had she not been on pregnancy/parental leave, the employee shall be reinstated to her former duties, on the same shift in the same department, and at the same rate of pay.

15.07 Education Leave/Inservice Training

- (a) If authorized by the Health Centre, an employee shall be entitled to leave of absence, without loss of straight-time pay, benefits or seniority, to write examinations to upgrade his or her employment qualifications.
- (b) If employees are required by the Health Centre to take courses to upgrade or acquire new qualifications, the Health Centre shall pay the full cost associated with the courses (i.e. texts and tuition) and the employee shall not suffer any loss of wages as a result of the requirement to take such courses. Travel **and** accommodations will be compensated as per the Health Centre's travel policy.
- (c) Employees may apply to the Health Centre for reimbursement for courses relevant to their employment but not required by the Health Centre and the Health Centre may, in its discretion, grant full or partial reimbursement based on the value of the course to the organization.

15.08 Effect of Absence

[(a), (b) and (c) of the following; clause are applicable to full-time employees only]

Unless otherwise provided in the Collective Agreement:

- (a) It is understood that during an approved unpaid absence not exceeding thirty (30) continuous days or any approved absence paid by the Hospital, both seniority and service will accrue.
- (b) During an unpaid absence exceeding thirty (30) continuous calendar days, credit for service for purposes of salary increment, vacation, sick leave, or any other benefits under any provisions of the Collective Agreement or elsewhere, shall be suspended for the period of the absence in excess of thirty (30) continuous calendar days, the benefits concerned appropriately reduced on a pro rata basis and the employee's anniversary date adjusted accordingly. In addition, the employee will become responsible for full payment of any subsidized employee benefits in which he/she is participating for the period of absence, except that the

Hospital will continue to pay its share of the premiums up to thirty (30) months while an employee is in receipt of WSIB benefits. Such payment shall also continue while an employee is on sick leave (including the Employment Insurance Period) to a maximum of thirty (30) months from the time the absence commenced.

Notwithstanding this provision, service shall accrue for a period of fifteen (15) weeks if an employee's absence is due to a disability resulting in WSIB benefits.

- (c) It is further understood that during such unpaid absence, credit for seniority for purposes of promotion, demotion, transfer or lay-off shall be suspended and not accrue during the period of absence. Notwithstanding this provision seniority shall accrue for the duration of the absence, if an employee's absence is due to a disability resulting in WSIB benefits, or while an employee is on paid or unpaid sick leave (including the Employment Insurance Period).
- (d) Part-time employees shall accrue seniority for the duration of the absence, if an employee's absence is due to a disability resulting in WSIB benefits.

Part-time employees shall accrue service for a period of fifteen (15) weeks if absent due to a disability resulting in WSIB benefits, on the basis of what the employee's normal regular hours of work would have been.

ARTICLE 16 – NEW CLASSIFICATIONS AND RATES OF PAY

16.01 For the purpose of the 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 Wage Rates of this Collective Agreement.

16.02 Rates of Pay Upon Transfer

- (a) 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".
- (b) Where an employee is permanently transferred to a job classification within the bargaining unit that has the same start and end rate of pay, he/she shall receive not less than the rate that he/she was receiving at the time of the transfer and shall advance through the rates as provided in Schedule "A".
- (c) Where an employee is the successful applicant to posted vacancy which has a lower end wage rate than their former position such employee shall be placed at the same wage step as they previously held in their former position. For example an employee will be placed at step two if they were formerly at step two, even if this should represent a reduction in their hourly rate.

16.03 Job Description

A copy of the current job description for a bargaining unit position shall be made available to the Union upon request. When a new classification which is covered by the terms of this collective agreement is created, a copy of the job description shall be forwarded to the Union at the time that the Health Centre notifies the local Union of the rate of pay pursuant to Article 16.04.

16.04 New Classification

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 endeavour 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.

When the Hospital makes a substantial change in the job content of an existing classification which in reality causes such classification to become a new classification, the Hospital agrees to meet with the Union to make representation with respect to the appropriate rate of pay.

If the matter is not resolved following the meeting with the Union the matter may be referred to arbitration as provided in the agreement within fifteen (15) days of such meeting.

The parties further agree that any change mutually agreed to or awarded as a result of arbitration shall be retroactive only to the date the Union raised the issue with the Hospital. Notwithstanding the foregoing, if as a result of compensable illness or injury covered by WSIB, an employee is unable to carry out the regular functions of her position, the Hospital may, subject to its operational requirements, establish a special classification and salary in an endeavour to provide the employee with an opportunity of continued employment. This provision shall not be construed as a guarantee that such special classification(s) will be made available or continued.

- 16.05 (a) The Health Centre will credit a newly hired Registered Practical Nurse for recent related clinical experience with one (1) annual service increment for every one (1) year of experience. For the purpose of this clause, part-time experience will be calculated on the basis of 1,750 hours worked equaling one year of experience. If a period of more than two (2) years has elapsed since the Registered Practical

Nurse has occupied a nursing position then the number of service increments to be paid, if any, shall be at the discretion of the Health Centre.

A claim of recent related clinical experience shall be made in writing by the Registered Practical Nurse at the time of hiring or within three (3) months thereafter.

- (b) The Health Centre will credit a newly hired Licensed Tradesperson for recent related experience with one (1) annual service increment for every one (1) year of licensed experience. For the purpose of this clause, part-time experience will be calculated on the basis of one thousand seven hundred and **fifty** (1,750) hours worked equaling one (1) year of experience. If a period of more than two (2) years has elapsed since the Licensed Tradesperson 'has occupied a trade position then the number of service increments to be paid, if any, shall be at the discretion of the Health Centre.

A claim of recent related work experience shall be made in writing by the Licensed Tradesperson at the time of hiring or within three (3) months thereafter.

The interpretation of "recent related experience" will be at the discretion of the Health Centre.

16.06 Reporting Pay

- (a) Applicable to Full Time Employees
Employees who report for any scheduled shift will be guaranteed payment for such shift. The reporting allowances outlined herein shall not apply whenever an employee has received twelve hours (12) prior notice not to report for work.
- (b) 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. Employees scheduled to work less than four (4) hours will be guaranteed at least the scheduled hours of work. The reporting allowances outlined herein shall not apply whenever an employee has received twelve (12) hours prior notice not to report to work.
- (c) Applicable to Casual Employees
Employees who report for any authorized shift will be guaranteed at least three (3) hours, or if no work is available will be paid at least three (3) hours. The reporting allowances outlined herein shall not apply whenever an employee has received a minimum of twelve (12) hours prior notice not to report to work.
- (d) Where any employee's scheduled shift is cancelled by the Health Centre with less than twelve (12) hours notice, he or she shall receive time and one-half (1 ½) of their regular straight time hourly rate for all hours worked on the next shift.

16.07 Call-Back

Where an employee is called back to work after having left the Health Centre and before commencing his/her next scheduled shift, he/she will be guaranteed a minimum of three (3) hours work or three (3) hours pay at time and one half (1 ½) his regular rate of pay; provided that any subsequent call-back within the original three (3) hour period shall not be construed as a second call-back.

Effective April 1, 2010 where an employee is called back to work after having left the Health Centre and before commencing his/her next scheduled shift, he/she will be guaranteed a minimum of four (4) hours work or four (4) hours pay at time and one half (1 ½) his regular rate of pay; provided that any subsequent call-back within the original four (4) hour period shall not be construed as a second call-back.

16.08 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 \$3.25 per hour for all hours of stand-by. Stand-by shall, however, cease where the employee is called into work under Article 16.07 above and works during the period of stand-by.

16.09 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 forty five cents (\$.45) per kilometre.

Effective March 24, 2010 they shall receive a transportation allowance of forty-nine cents (\$0.49) per kilometre.

16.10 Shift Premium

An employee shall be paid a shift premium of seventy-five cents (\$0.75) per hour for each complete hour worked during the afternoon shift where the majority of hours worked falls between 15:00 hours and 23:00 hours of one day.

Effective March 24, 2010 an employee shall be paid a shift premium of one dollar (\$1.00) per hour for each complete hour worked during the afternoon shift where the majority of hours worked falls between 15:00 and 23:00 hours of one day. An employee shall be paid a shift premium of one dollar (\$1.00) per hour for each complete hour worked during the night shift where the majority of hours worked falls between 23:00 hours of one day and 05:00 hours of the following day. The same one dollar (\$1.00) an hour will be paid **as** a weekend premium for all hours worked between 24:00 hours Friday to 24:00 hours Sunday.

16.11 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 one dollar (\$1.00) for each hour for the time of such assignment.

16.12 Where an employee is assigned temporarily to perform the duties and assume the responsibilities of a higher paying (position) classification in the bargaining unit for a period in excess of one-half (½) of a shift, he shall be paid the rate in the higher salary range immediately above his current rate from the commencement of the shift in which he was assigned the job.

16.13 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 five dollars (\$5.00) 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 five dollars (\$5.00) if the Health Centre is unable to provide the hot meal.

ARTICLE 17 – PAID HOLIDAYS

17.01 (a) A full-time employee who qualifies under Article 17.03 hereunder shall receive the following paid holidays:

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

(b) Two (2) 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 holiday 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 ½) hour shift beginning at 15:00 or 15:30 hours depending upon the department/unit worked. Such schedules shall be posted not less than six (6) weeks in advance. Regular part-time employees shall be entitled to four (4) consecutive days. Staff may request less days if mutually agreed in writing to do so.

- 17.02 Paid Holidays Applicable to Full-Time Employees
Holiday pay for all employees who are entitled to paid holidays, including floating holidays, shall be calculated in accordance with section 24 (1) (a) of the Employment Standards Act.
- 17.03 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;
 - (f) in accordance with E.S.A.
- 17.04 An employee entitled to holiday pay hereunder shall not receive sick leave pay to which he may otherwise have been entitled.
- 17.05 Applicable to Full-Time Employees
An employee who qualifies under Article 17.03 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 ½) 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 sixty (60) days 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 sixty (60) days, the overtime shall be paid out at the rate of time and one half the employee's straight time hourly rate.

- 17.06 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 judgment of the reason provided shall be fairly and justly exercised.
- 17.07 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.
- 17.08 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.
- 17.09 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.
- 17.10 The Health Centre will attempt to provide an equitable distribution of paid holidays provided a qualified complement of staff remains available.
- 17.11 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 ½) his regular straight time-rate of pay for all hours worked on such holiday, subject to Article 17.12.
- 17.12 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 ½) 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 shift for such employee) he shall receive two (2) times his regular straight time hourly rate for such additional hours worked.

ARTICLE 18 - VACATIONS

- 18.01 All vacation requests for the period of 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 providing the request can be accommodated. Requests shall be granted on the basis of seniority provided the request has been submitted in writing within the above noted time period.

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.

- 18.02 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) Vacation entitlement as of April 1, 2008:
- 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.
 - 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.
 - An employee with more than six (6) years of continuous service but less than fourteen (14) 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.
 - An employee with more than fourteen (14) years of continuous service but less than twenty-two (22) 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.
 - An employee who has completed more than twenty-two (22) years of continuous service but less than twenty-eight (28) years 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.

- An employee who has completed more than twenty-eight (28) years of continuous service as of April 1st of any year shall be entitled to an annual vacation of seven (7) weeks with pay at his regular straight time hourly rate.

Effective March 24, 2010

An employee who has completed the following number of continuous years of service	But less than the following number of continuous years of service:	Is entitled to the following number of weeks of annual vacation with pay
1	2	2
2	6	3
6	13	4
13	22	5
22	28	6
28		7

Effective April 1, 2010:

An employee who has completed the following number of continuous years of service	But less than the following number of continuous years of service:	Is entitled to the following number of weeks of annual vacation with pay
1	2	2
2	5	3
5	13	4
13	22	5
22	28	6
28		7

- (c) When an employee so requests it the Health Centre will grant vacation of less than five (5) consecutive days duration.

18.03 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.

Effective March 24, 2010

An employee who has completed the following number of continuous hours of service	But less than the following number of continuous hours of service:	Is entitled to the following percentage of vacation pay, plus the equivalent time off
Less Than 3,500		4%
3,500	10,500	6%
10,500	22,750	8%
22,750	38,500	10%
38,500		12%

Effective April 1, 2010:

An employee who has completed the following number of continuous hours of service	But less than the following number of continuous hours of service:	Is entitled to the following percentage of vacation pay, plus the equivalent time off
Less Than 3,500		4%
3,500	8,750	6%
8,750	22,750	8%
22,750	38,500	10%
38,500		12%

Progression on Vacation Schedule (Part-Time)

Part-time employees, including casual employees, shall accumulate service for the purpose of progression on the vacation scale, on the basis of one year for each one thousand seven hundred and **fifty** (1,750) hours worked.

The parties agree that vacation pay for regular part-time and casual employees shall be paid out on an on-going basis every pay rather than once per year effective April 1, 2000.

- 18.04 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 plan may be restricted unless:

- (a) An appropriate senior staff member is notified immediately of the 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 19 – HOURS OF WORK

- 19.01 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.
- 19.02 (a) The normal hours of work for all full-time employees shall be seven and one-half (7 ½) hours of work per day exclusive of any unpaid meal breaks and thirty-seven and one-half (37 ½) hours of work per week averaged over a two week pay period.
- (b) 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 ½) hour shift. An employee who is scheduled for less than seven and one-half (7 ½) hours will receive a fifteen (15) minute break after three and one-half (3 ½) hours of work.
- (c) Authorized work performance in excess of seven and one-half (7 ½) hours of work per day and/or seventy-five (75) hours of work over the scheduling period shall be considered as overtime and paid for at the rate of time and one-half (1 ½) 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 forty-five (45) days of paid time off. However, if not taken as paid time off within forty-five (45) days the overtime shall be paid out at the rate of time and one-half (1 ½) the employee's straight time hourly rate.
- (d) Overtime shall be offered on a rotational seniority basis first among full-time employees normally performing the work to be done who are qualified to perform the available work. Only when no full-time employees are available shall overtime then be offered to part-time employees on a rotational seniority basis.
- 19.03 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.
- 19.04 The Health Centre will meet the following scheduling objectives for full-time staff:
- (a) Schedules to be posted at least two (2) weeks in advance for a four (4) week period. All shifts, including additional shifts [see Article 19.02 (d)], shall be posted on a weekly basis.

- (b) Every second weekend will be scheduled off for full-time employees. Failure to do so will not result in any premium payment except as may be required under 19.02 (c). [For the purpose 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 beginning of the Monday day shift inclusive.]
- (c) Time Off Between Shifts (Full-time only)
For full-time employees, a minimum of sixteen (16) hours off between regularly scheduled shifts of work. If, however, an employee is required to report on a second shift less than sixteen (16) hours after finishing the first shift, the employee shall be paid at time and one half (1 ½) the employee's regular straight time hourly rate.
- (d) All of the above objectives may be altered by mutual agreement of the parties (for greater clarity this means the union & employer representative)
- (e) Master schedule rotations will not be changed without consultation between the immediate supervisor, the employees involved and the Union.

19.05 The Health Centre will schedule part-time employees as follows:

- (a) Schedules to be posted at least two (2) weeks in advance for a four (4) week period. All shifts, including additional shifts [see Article 19.05 j)], shall be posted once per day.
- (b) Part-time will be scheduled not more than sixty (60) hours every two (2) week pay period as per Article 2.04 (a).
- (c) Requests for vacation time will be as per Article 18.01.
- (d) Each part-time employee may submit a four (4) week availability calendar two (2) weeks prior to the posting of the schedule. The employee may indicate forty-eight (48) hours (two [2] calendar days) of unavailability for work. The days indicated will not be included with distributed shifts under Article 19.05 (e) and shall not count towards the hours as defined in Article 2.04 (a). Employees however, must be available for all shifts and weekends as per Article 2.04 (b).
- (e) Requests to use accumulated overtime may also be made on the availability calendar.
- (f) Scheduled shifts will be distributed evenly amongst part-time employees within a department with more senior employees receiving any remaining available shifts.

- (g) The Health Centre will endeavour to schedule part-time employees every other weekend off. (For the purpose 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 beginning of the Monday day shift inclusive).
- (h) All of the above objectives may be altered by mutual agreement of the parties (for greater clarity this means the Union and Employer representative).
- (i) Part-time employees may be scheduled for shifts of less than seven and one half (7 ½) hours, but in any event no less than four (4) hours, however overtime will be paid on any hours worked beyond the scheduled hours.
- (j) Additional Shifts
 - (i) Additional shifts shall be considered any hours that become available after the schedule has been posted as per Article 19.05 a). Additional shifts will be offered to part-time employees first, and then casuals.
 - (ii) An employee may indicate on the availability calendar if they do not wish to receive any additional shifts.
 - (iii) Additional shifts will be distributed as follows:
 - (a) Additional shifts will be offered to part-time staff on a rotating seniority basis, provided the individual staff is qualified/trained for the available work.
 - (b) It is understood that if a phone call has been placed to an employee's contact phone number and there was no answer, it is considered that a shift has been offered and the Health Centre may go on to the next individual on the list. The Employer will maintain records of who has been contacted and the time of the call. Such records will be maintained for ninety (90) days.
 - (iv) Only after the part-time staff list has been exhausted, will casuals be called-in for additional shifts.
 - (v) It is understood that shifts will not be offered if it will result in overtime premiums.
 - (vi) It is further understood that should premium pay be required, shifts will initially be offered to full-time staff, followed by part-time staff and only then casual staff.

(k) Time Off Between Shifts (Part-time Only)

The Employer shall arrange scheduled shifts of part-time staff so that employees will receive a minimum of twelve (12) hours off between shifts. Shifts scheduled with less than twelve (12) hours off between shifts shall be paid at time and one half (1 ½) the employee's regular straight time hourly rate.

19.06 Premium Payments

It is understood and agreed that there will be no duplication of premiums under this agreement or pyramiding of overtime.

19.07 Extended Shifts/Alternative Scheduling

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

ARTICLE 20 – HEALTH AND WELFARE BENEFITS (Applicable to Full-Time Employees Only)

20.01 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 percent (100%) of the billed premium under the Extended Health Care Plan (\$22.50/\$35.00 deductible) or an equivalent plan.

In addition to the standard benefits, coverage will include vision care (maximum \$200.00 every twenty-four (24) months), one (1) optometry exam (adults only) every twenty-four (24) months (up to \$50 maximum) and a hearing aid plan (maximum \$300.00).

Effective April 1, 2010 in addition to the standard benefits, coverage will include vision care (maximum \$250.00 every twenty-four (24) months), one (1) optometry exam (adults only) every twenty-four (24) months and the cost of acquisition of a hearing aid, per individual, every thirty six (36) months.

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

Effective April 1, 2010, paramedical coverage will be increased up to an annual maximum of three hundred dollars (\$300.00) per discipline per person.

20.02 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 Dental Plan based on the current year's fee schedule.

The parties agree to change dental recall examinations from once every six (6) months to once every nine (9) months notwithstanding children as defined in the policy would be entitled to a recall exam every six (6) months. The parties further agree to amend the plan to cover:

1. Orthodontic coverage for children (lifetime maximum coverage of \$1,500 per insured person)
2. Crown, bridgework and repair coverage to \$1,000 maximum per insured person annually.

Effective April 1, 2010, the parties agree to amend the Plan to cover dentures at fifty/fifty (50/50) coinsurance to a maximum of one thousand dollars (\$1,000.00) per person per year.

20.03 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.

20.04 Pension Plan

The Health Centre will continue to provide coverage of the Hospitals of Ontario Pension Plan and all employees enrolled 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, enroll in the plan when eligible in accordance with its terms and conditions.

20.05 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, only.

20.06 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.

20.07 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.

20.08 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 thirteen percent (13%) of his/her regular straight time hourly rate for all straight time hours worked.
- (b) It is understood and agreed that pension is included in the percentage in lieu of benefits. Regular part-time employees who enroll 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 ten percent (10%).
- (c) It is understood and agree that the part-time employee’s hourly rate, (or straight time hourly rate), in this Agreement does not include the additional 13% or 10% which is paid in lieu of fringe benefits and accordingly the 13% or 10% add on payment in lieu of fringe benefits will not be included for the purpose of computing any premium or overtime payments.
- (d) Voluntary Part-time Benefits
The Health Centre will provide part-time employees with the option of voluntary participation in any and all of the group health and welfare benefit programs set out in Articles 20.01, 20.02, 20.03 and 20.05. It is understood and agreed that the part-time employees would pay the Employer the full amount of the monthly premiums, in advance.

20.09 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.

20.10 Same Sex Benefits

The parties agree that for purposes of health and welfare benefits under Articles 20.01, 20.02, and 20.05, 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.

20.11 The Hospital will provide equivalent coverage to all employees who retire early and have not yet reached age 65 and who are in receipt of the Hospital's pension plan benefits on the same basis as is provided to active employees for semi-private, extended health care and dental benefits.

20.12 (a) Retirement Allowance

Prior to issuing notice of layoff pursuant to Article 11.02 in any classification(s), the Health Centre will offer early-retirement allowance to a sufficient number of employees eligible for early retirement under HOOPP within 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 within the classification(s) who would otherwise receive notice of layoff under Article 11.02.

An employee who elects an early retirement option shall receive following completion of the last day of work, a retirement allowance of two (2) weeks salary for each year of service, to a maximum ceiling of twenty-six (26) weeks salary, and, in addition, full time employees shall receive a single lump sum payment equivalent to \$1,000 for each year less than age 65 to a maximum of \$5,000 upon retirement.

(b) Voluntary Exit Option

If after making offers of early retirement, individual layoff notices are still required, prior to issuing those notices the hospital will offer a voluntary early exit option in accordance with the following conditions:

1. The Health Centre will first make offers in the classifications within department(s) where layoffs would otherwise occur. If more employees than are required are interested, the Health Centre will make its decision based on seniority.
2. If insufficient employees in the department affected accept the offer, the Health Centre will then extend the offer to employees in the same classification in other departments. If more employees than are required are interested, the Health Centre will make its decision based on seniority.
3. In no case will the Health Centre approve an employee's request under (1) and (2) above for a voluntary early exit option, if the employees remaining are not qualified to perform the available work.
4. The number of voluntary early exit options the Health Centre approves will not exceed the number of employees in that classification who would otherwise be laid off. The last day of employment for an employee who accepts a voluntary early exit option will be at the Health Centre's discretion and will be no earlier than thirty (30) calendar days immediately following the employee's written acceptance of the offer.

An employee who elects a voluntary early exit option shall receive, following completion of the last day of work, a separation allowance of two (2) weeks' salary for each year of service, to a maximum of twenty-six (26) week's pay.

- (c) A full-time employee who has completed one year of service and
 - (i) whose lay-off is permanent, or
 - (ii) who is laid off for twenty-six (26) weeks in any fifty-two (52) week period, and who has not elected to receive a severance payment under either (a) or (b) of this Article,

shall be entitled to severance pay equal to the greater of two (2) weeks' pay, or one (1) week's pay per year of service to a maximum of twenty-six (26) weeks' pay. This entitlement shall not be in addition to any entitlement to severance pay under the Employment Standards Act, but at the same time, shall not preclude an employee from claiming any greater entitlement which that Act may at some point come to provide.

An employee may elect to defer receipt of this severance payment while his or her recall rights are still in effect. Once an employee does opt to receive the severance payment, he or she shall be deemed to have resigned, and his or her recall rights shall be extinguished.

ARTICLE 21 – SICK LEAVE

21.01 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 specialist, if referred by a Medical Doctor and if the specialist is located more than seventy-five (75) kilometers from Parry Sound. Employees are required to report for work if the appointment is such that the employee will not require a full scheduled day off work to attend such appointment.

- 21.02
- (a) In order to qualify for sick leave an employee must notify the supervisory or appropriate assigned delegate, at least one (1) hour prior to the beginning of the employee’s working day on the day shift and at least two (2) hours prior to the beginning of the employee’s working day on the afternoon or night shift. This requirement will be waived only in extenuating circumstances that are beyond the control of the employee.
 - (b) The Health Centre reserves the right to require proof of illness from a qualified medical practitioner after three (3) days of absence, in cases of suspected abuse, and/or when an employee has been placed in the attendance awareness program.

ARTICLE 22 – BULLETIN BOARDS

- 22.01 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. An officer of the Local Union and the Director of Human Resources or his designate prior to being posted must sign all such notices.

ARTICLE 23 - MISCELLANEOUS

- 23.01 The Health Centre will share the cost of printing of this agreement with the Union on an equal share basis. The Health Centre and Union will work together cooperatively to distribute copies of the revised Collective Agreement to each member of the bargaining unit. New employees that may join the bargaining unit during this collective Agreement will be given a copy of the agreement upon hiring.
- 23.02 When implementing a change in rules or policies, which affect employees covered by this Agreement, the Health Centre will provide copies to the Local President or designate.
- 23.03 Where the Health Centre requires employees to wear CSA safety approved boots, a boot allowance of up to \$125.00 (including taxes) shall be paid to the employee upon the provision of their receipt to their supervisor after purchasing their safety boots.
- 23.04 Notice of Resignation
If an employee desires to terminate employment, the employee shall forward a letter of resignation to the supervisor not less than two (2) weeks prior to the effective date of termination, provided however that the supervisor may accept a shorter period of notice. The supervisor will acknowledge in writing the receipt of the resignation within five (5) days.
- 23.05 Withdrawal of Resignation
An employee, who has terminated employment through resignation, may withdraw the resignation within two (2) working days of the time it was received by the supervisor in accordance with the above article.

ARTICLE 24 – OCCUPATIONAL HEALTH AND SAFETY

- 24.01 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.
- 24.02 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 in the Health Centre.

ARTICLE 25 – ACCESS TO FILES

- 25.01 (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 his/her own views to such evaluation prior to it being placed in his/her file. A copy of the evaluation will be provided to the employee at his/her request at the time of evaluation.

- (b) Each employee shall have reasonable access to his/her file for the purpose of reviewing any evaluation or formal disciplinary notations therein, in the presence of his/her supervisor. An employee has the right to request copies of any evaluations in this file.
- (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 26 – TERM OF AGREEMENT

26.01 This agreement shall remain in force and effect from April 1, 2008 until March 31, 2011 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 The Health Centre confirms that there will be a separate payment stub for retroactive wage payments and that payment will be through direct deposit. Retroactivity on all compensated hours will be provided within sixty (60) days of ratification by both parties. In the case of employees no longer on the payroll of the Health Centre, the retroactive notices will be delivered by courier, with traceable delivery, 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 in Parry Sound on the 21st day of December, 2010

For WEST-PARRY SOUND HEALTH CENTRE

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For ONTARIO PUBLIC SERVICE EMPLOYEES UNION

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SCHEDULE "A" OPSEU Wage Scales

Title / Department		March 31, 2008	April 1, 2008	April 1, 2009	April 1, 2010
Constant Care Attendant/ Nursing	Start	11.41	11.75	11.99	12.23
	Step 2	11.64	11.99	12.23	12.47
	Step 3	11.88	12.24	12.48	12.73
	Step 4	12.12	12.48	12.73	12.99
Recreation Aide/ Rehabilitation	Start	15.06	15.51	15.82	16.14
	Step 2	15.37	15.83	16.15	16.47
	Step 3	15.69	16.16	16.48	16.81
Junior Kitchen Attendant/ Dietary	start	16.75	17.25	17.60	17.95
	Step 2	16.97	17.48	17.83	18.19
	Step 3	17.22	17.74	18.09	18.45
	Step 4	17.55	18.08	18.44	18.81
Groundskeeper/ Maintenance	Start	16.80	17.30	17.65	18.00
	Step 2	17.02	17.53	17.88	18.24
	Step 3	17.26	17.78	18.13	18.50
	Step 4	17.55	18.08	18.44	18.81
Laundry Attendant/ Laundry	start	16.80	17.30	17.65	18.00
	Step 2	17.02	17.53	17.88	18.24
	Step 3	17.26	17.78	18.13	18.50
	Step 4	17.55	18.08	18.44	18.81
Housekeeping Attendant/ Housekeeping	start	16.80	17.30	17.65	18.00
	Step 2	17.02	17.53	17.88	18.24
	Step 3	17.26	17.78	18.13	18.50
	Step 4	17.55	18.08	18.44	18.81

Title / Department		March 31, 2008	April 1, 2008	April 1, 2009	April 1, 2010
Porter/ Nursing	start	16.83	17.33	17.68	18.04
	Step 2	17.06	17.57	17.92	18.28
	Step 3	17.29	17.81	18.16	18.53
	Step 4	18.39	18.94	19.32	19.71
Building Monitor/Security	Start	16.89	17.40	17.74	18.10
	Step 2	17.24	17.76	18.11	18.47
	Step 3	17.59	18.12	18.48	18.85
	Step 4	17.95	18.49	18.86	19.24
Personal Support Worker/ Nursing	Start	17.49	18.01	18.37	18.74
	Step 2	17.81	18.34	18.71	19.09
	Step 3	18.13	18.67	19.05	19.43
	Step 4	18.39	18.94	19.32	19.71
Reprocessing Technician/ Environmental Services	Start	17.49	18.01	18.37	18.74
	Step 2	17.81	18.34	18.71	19.09
	Step 3	18.13	18.67	19.05	19.43
	Step 4	18.39	18.94	19.32	19.71
Home Support Worker (this position was divested to a new service provider in 2008)	Start	17.65	18.18		
	Step 2	17.86	18.40		
	Step 3	18.11	18.65		
	Step 4	18.39	18.94		
Maintenance Worker/ Maintenance	Start	18.99	19.56	19.95	20.35
	Step 2	19.33	19.91	20.31	20.71
	Step 3	19.74	20.33	20.74	21.15

Title / Department		March 31, 2008	April 1, 2008	April 1, 2009	April 1, 2010
Sr. Reprocessing Technician Environmental Services	Start	19.00	19.57	19.96	20.36
	Step 2	19.29	19.87	20.27	20.67
	Step 3	19.66	20.25	20.65	21.07
	Step 4	20.10	20.70	21.12	21.54
Senior Kitchen Attendant/ Dietary	Start	19.37	19.95	20.35	20.76
	Step 2	19.66	20.25	20.65	21.07
	Step 3	20.04	20.64	21.05	21.48
	Step 4	20.44	21.05	21.47	21.90
Rehabilitation Assistant/ Rehabilitation	Start	19.85	20.45	20.85	21.27
	Step 2	20.18	20.79	21.20	21.63
	Step 3	20.56	21.18	21.60	22.03
	Step 4	20.96	21.59	22.02	22.46
Licensed Cook/ Dietary	start	20.61	21.23	21.65	22.09
	Step 2	20.90	21.53	21.96	22.40
	Step 3	21.28	21.92	22.36	22.80
	Step 4	21.67	22.32	22.77	23.22
Tradesperson/ Maintenance	Start	22.24	22.91	23.37	23.83
	Step 2	22.57	23.25	23.71	24.19
	Step 3	22.92	23.61	24.08	24.56
R.P.N./ Nursing	Start	22.72	23.40	23.87	24.35
	Step 2	23.01	23.70	24.17	24.66
	Step 3	23.38	24.08	24.56	25.05
	Step 4	23.79	24.50	24.99	25.49

LETTER OF UNDERSTANDING – Pay Equity

BETWEEN

ONTARIO PUBLIC SERVICE EMPLOYEES UNION, LOCAL 320

-AND-

WEST PARRY SOUND HEALTH CENTRE

RE: Pay Equity

WHEREAS, The parties have not undertaken a review of the pay equity plan (the plan) as part of these negotiations;

AND WHEREAS, regular maintenance of the plan is required under the *Pay Equity Act*;

The Parties do hereby agree to the following:

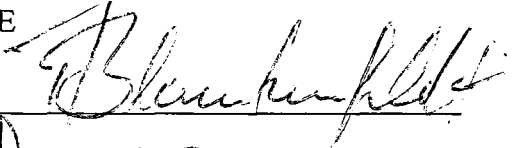
1. will meet prior to October 15, 2006 and shall conclude deliberation on or before April 1, 2007;
2. will undertake a pay equity evaluation of the classifications covered by this agreement and under the terms set out above;
3. will consider the amounts herein identified as pay equity salary adjustments as a payment towards any monies owing as result of the pay equity review;
4. should these pay equity adjustments be more than is required, the parties agree that any excess will be considered general salary increase unrelated to pay equity and will not be refundable to the employer.

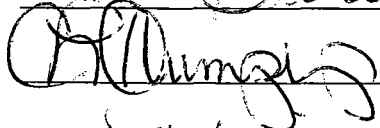
The parties further agree that this agreement and its future undertaking will fully address the pay equity issue of the parties.

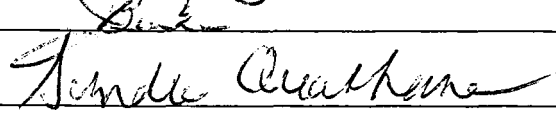
Signed in Parry Sound on the 21st day of December, 2010


For WEST PARRY SOUND HEALTH CENTRE

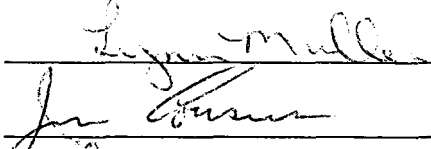
For ONTARIO PUBLIC SERVICE EMPLOYEES UNION

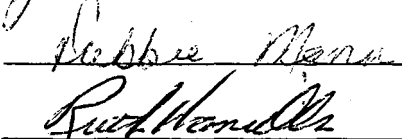












LETTER OF UNDERSTANDING – Extended Shift Arrangement

BETWEEN

ONTARIO PUBLIC SERVICE EMPLOYEES UNION, LOCAL 320

- AND -

WEST PARRY SOUND HEALTH CENTRE

The parties hereby agree, subject to the approval of the Ministry of Labour, that extended shifts will be implemented under the following terms and conditions. In all other respects the collective agreement shall apply.

All eligible full-time and regular part-time staff on a unit/department that is considering extended shift schedules will be given an opportunity to vote on the proposed schedule and shift rotations. The parties will jointly supervise such vote, which shall be held by secret ballot.

Where 80% of those employees eligible to vote have voted in favour of extended shifts, the new schedule will be implemented on a six-month trial basis and will be reviewed by both parties.

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

Article 1 - Work Unit and Employees Covered

Registered Practical Nurses within the Nursing Department

Article 2 – Hours of Work

- (a) The normal or standard extended workday shall be 11.25 hours per day.
- (b) (Detailed description with an attached master schedule where appropriate.)
- (c) Failure to provide twelve hours between the end of an employee's scheduled shift and the commencement of such employee's next scheduled shift shall result in payment of one and one-half (1 ½) times the employee's regular straight time hourly rate for only those hours which reduce the twelve hour period.
Where the twelve-hour period is reduced as a result of an approved change of shift(s) requested by the employee(s), such premium payment shall not apply.

Article 3 – Scheduling;

The Health Centre will meet the following scheduling objectives:

- (a) Schedules to be posted at least two (2) weeks in advance for a four-week period;
- (b) Endeavour to schedule every other weekend off;
- (c) A minimum of twelve (12) hours off between regularly scheduled shifts of work;
- (d) All of the above objectives may be altered by mutual agreement of the parties;

- (e) Full-time employees will have a master schedule rotation;
- (f) It will not be changed without consultation between the Health Center, the employees involved and the Union.

For the purpose 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.

Article 4 – Overtime

- (a) Overtime shall be defined as being all hours worked in excess of the normal or standard extended workday, as set out in Article 2.1 of this agreement.
- (b) For purposes of overtime the hours of work per week shall be averaged over dependant on the rotation agreed to (weekly/pay-periods).

Article 5 – Rest and Meal Periods

While working an extended shift of 11.25 hours an employee will receive the following rest periods: two paid fifteen minutes; one half hour meal break (unpaid); one half hour meal break (15 minutes paid & 15 minutes unpaid).

Should an employee not receive their scheduled meal break they will receive premium one and one half times (1 ½) their regular straight time hourly rate for the time missed.

Article 6 – Paid Holidays (Applicable to Full-time Employees Only)

Holiday pay will be calculated in accordance with section 24(1) (a) of the Employment Standards Act.

An employee required to work on any of the designated holidays listed in the collective agreement shall be paid at the rate of time and one-half (1 ½) his regular straight time rate of pay for the entire shift if the majority of the worked hours for the shift worked falls within the holiday (0001h to 2400h of the holiday). In addition, he will receive a lieu day off with pay, as calculated under section 24(1) (a) of the ESA in the amount of his regular straight time hourly rate of pay.

Article 7 – Vacation

(Applicable to Full-time only)

Vacation entitlement as set out in the collective agreement will be converted to hours on the basis of a 37.5-hour workweek.

(Applicable to Part-time only) As set out in the collective agreement.

Article 8 – Temporary Transfers

In Article 18.07 of the collective agreement, replace “for a period in excess of one-half a shift” with “in excess of 3.75 hours” for extended tours.

Article 9 – Termination of extended shift agreement

Either party may, on written notice of 60 days to the other party, terminate this agreement.

Signed in ~~Parry~~ Sound on the 21st day of December, 2010

For WEST PARRY SOUND HEALTH
CENTRE

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For ONTARIO PUBLIC SERVICE
EMPLOYEES UNION

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LETTER OF UNDERSTANDING – Hours between Shifts – Nursing; Department

BETWEEN

ONTARIO PUBLIC SERVICE EMPLOYEES UNION, LOCAL 320

-AND-

WEST PARRY SOUND HEALTH CENTRE

RE: Hours between shifts – Nursing department – other than twelve (12) hour shift workers.

Whereas the parties have agreed to a change to article 19.04 c) that requires sixteen hours between shifts for full-time employees;

And whereas some units require a variable start time for patient care purposes;

The parties hereby agree that the current practice of less than sixteen but not, less than fourteen hours between shifts for some full-time Nursing department staff will continue.

Signed in Parry Sound on the 21st day of December, 2010

For WEST-PARRY SOUND HEALTH CENTRE

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For ONTARIO PUBLIC SERVICE EMPLOYEES UNION

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