

Person's Copy

Collective Agreement

between

**Ontario Public Service Employees Union
and its Local 666**

AND

Northeast Mental Health Centre

Expiry Date: March 31, 2002



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TABLE OF CONTENTS

	<u>PAGE</u>
ARTICLE 1 - Purpose.....	1
ARTICLE 2 - Definitions.....	4
ARTICLE 3 - No Discrimination Or Harassment.....	5
ARTICLE 4 - No Strike/No Lockout.....	6
ARTICLE 5 - Union Security.....	6
ARTICLE 6 - Representation and Committees	6
6.01 Union Stewards.....	6
6.02 Grievance Committee.....	7
6.03 Labour-Management Committee.....	7
6.03(b) Part-Time Utilization Information.....	7
6.03(c) Professional Responsibility	7
6.04 Negotiating Committee.....	8
6.05 List of Union Representatives.....	9
6.06 New Employee Interview.....	9
ARTICLE 7 - Accident Prevention • Health and Safety Committee.....	11
ARTICLE 8 - Grievance and Arbitration Procedure	12
ARTICLE 9 - Letters of Reprimand and Access to Files.....	16
ARTICLE 10 - Seniority & Service	17
10.01 Probationary Period.....	17
10.02 Seniority List.....	17
10.03 Seniority Accumulation.....	17
10.04 Transfer of Seniority.....	18
10.05 Effect of Absence.....	18
10.06 Application of Seniority on Layoff and Recall.....	19
10.07 Layoff and Recall Rights.....	19
10.08 Retention and Accumulation of Seniority on Transfer Outside Bargaining Unit.....	19
10.09 Loss of Service and Seniority.....	20

	<u>PAGE</u>
ARTICLE 11 - Layoff and Recall	21
ARTICLE 12 - Technological Change	26
ARTICLE 13 - Job Posing. Promotion and Transfer	27
ARTICLE 14 - Leaves of Absence	30
14.01 Personal.....	30
14.02 Union Business.....	30
14.03 Bereavement.....	31
14.04 Jury and Witness Duty	31
14.05 Pregnancy and Parental.....	32
14.06 Education.....	34
ARTICLE 15 - Sick Leave and Long-Term Disability	35
ARTICLE 16 - Hours of Work and Overtime	36
16.01 Work Week and Work Day.....	36
16.02 Rest Periods.....	40
16.03 Overtime Definition.....	40
16.04 Overtime/Call Back Accumulation.....	41
16.05 Missed Meal Breaks.....	41
ARTICLE 17 - Premium Payments and Transportation/Meal Allowance	41
17.01 Standby.....	41
17.02 Call Back.....	42
17.03 Shift Premium.....	42
17.04 Weekend Premium.....	42
17.05 Meal Allowance.....	43
17.06 Transportation Allowance.....	43
17.07 Responsibility Pay.....	45
17.08 Time Off Between Shifts	45
17.09 Change of Schedule.....	45
17.10 No Pyramiding.....	45
ARTICLE 18 - Paid Holidays	46
ARTICLE 19 - Vacations	48

ARTICLE 20 - Health and Welfare Benefits..... 49

- 20.01(a) Semi-private Hospital Insurance..... 50**
- 20.01(b) Extended Health Care..... 50**
- 20.01(c) Dental..... 50**
- 20.01(d) Group Life Insurance..... 50**
- 20.01(e) Same Sex Partner Coverage 51**
- 20.02 Change of Carrier..... 51**
- 20.03 Pension..... 51**
- 20.04 Divisible Surplus..... 51**
- 20.05 Part-Time Benefits..... 51**
- 20.06 Benefits on Layoff 51**
- 20.07 Benefits on Sick Leave..... 51**

ARTICLE 21 - Modified Work 52

ARTICLE 22 - Contracting Out..... 52

ARTICLE 23 - Work of the Bargaining Unit..... 52

ARTICLE 24 - Continuing Education..... 52

ARTICLE 25 - Compensation..... 53

ARTICLE 26 - Superior Benefits 54

ARTICLE 27 - Multi-Site Issues..... 56

ARTICLE 28 - Job Registry 56

ARTICLE 29 - Model Scheduling Agreements and Pre-Paid Leave..... 57

- 29.01 Extended Tours..... 57**
- 29.02 Innovative/Flexible Scheduling..... 60**
- 29.03 Job Sharing Arrangements..... 62**
- 29.04 Pre-Paid Leave 64**

ARTICLE 30 - Duration and Renewal 68

Letter of Intent - Central Joint Action Committee..... 70

Letter of Intent - Central Bargaining 71

Wage Grids..... Appendix AA

ISSUFS

	<u>PAGE</u>
A – Scope and Recognition.....	1
B – Management Rights.....	3
C – Definitions.....	4
D – Union Rights and Activity.....	9
E – Notice of Address and Telephone Number.....	10
F – Seniority Lists.....	20
G – Bilingualism.....	29
H – Sick Leave Credits.....	36
I – Hours of Work, Overtime and Scheduling.....	37
J – Distribution of Overtime.....	40
K – Overtime/Call Back Accumulation.....	41
L – Meal Allowances.....	43
M – Travel Expenses.....	44
N – Time Credits While Travelling.....	44
O – Reporting Pay.....	45
P – Holiday.....	47
Q – Vacation Scheduling and Pay.....	49
R – Superior Conditions.....	55
S – Prepaid Leave.....	67

LOCAL ATTACHMENTS

	<u>PAGE</u>
Appendix A	72
Leaves of Absence for Union Business	
Appendix B	73
Workplace Harassment Policy and Procedures	
Appendix C	76
Part-time Child and Youth Workers Distribution of Work	
Appendix D	80
Classification System	
Appendix E	83
Section 19 Child and Youth Worker Positions	
Appendix F	85
Child and Youth Worker/Withdrawal Management Service Worker Overtime Distribution	
Appendix G	86
Extended Tours (12 Hour Shifts) Agreement Withdrawal Management Services	
Appendix H	90
Part-time Withdrawal Management Services Worker Distribution of Work	
Appendix I	94
Psychological Associate - Intern	
Appendix J	96
Paid Leave for Union President	
Appendix K	97
Vacation Transition Rules	
Appendix L	98
Layoff 60 KM Rules	

ARTICLE 1 - PURPOSE

1.01 The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Hospital and the employees covered by this Agreement; to provide for on-going means of communication between the Union and the Hospital and the prompt disposition of grievances and the final settlement of disputes and to establish and maintain mutually satisfactory salaries, hours of work and other conditions of employment in accordance with the provisions of this Agreement.

It is recognized that employees wish to work together with the Hospital to secure the best possible care and health protection for patients.

A - SCOPE AND RECOGNITION (LOCAL)

A - 1 *The Employer recognizes the Union as the exclusive bargaining agent for all employees in the seven (7) separate and distinct bargaining units described below:*

Bargaining Unit A: Sudbury - Health Care Professional (Paramedical) - Full-time

All paramedical employees of the Employer at Sudbury, Ontario, save and except Supervisors, Unit Coordinators, persons above the rank of Supervisor and Unit Coordinator, office and clerical staff, Human Resources employees, professional medical staff, Activities Therapy Supervisors, Director of Volunteer Services, Programming Coordinator, Clinical Program Coordinator, persons covered by subsisting collective agreements, persons employed to work less than the normal work week, and students employed during the school vacation period.

Bargaining Unit B: Sudbury - Health Care Professional (Paramedical) - Part-time

All paramedical employees of the Employer employed to work less hours than the normal work week and students employed during the school vacation period as paramedical employees at Sudbury, Ontario, save and except Supervisors, Unit Coordinators, persons above the rank of Supervisor and Unit Coordinator, office and clerical staff, Human Resources employees, professional medical staff and persons covered by a subsisting collective agreement.

Bargaining Unit C: Withdrawal Management Services

All employees of the employer at its Withdrawal Management Services at Sudbury, Ontario, save and except supervisors and persons above the rank of Supervisor.

Bargaining Unit D: Community Clinics- Health Care Professional (Paramedical) - Full-time

All paramedical employees of the Employer at its Community Clinics at Manitoulin Island, Espanola-Massey, Elliot Lake-Blind River, Chapleau, and St. Charles, Ontario, save and except Supervisors and Program Coordinators, persons above the rank of Supervisor and Program Coordinator, office and clerical employees, Human Resources employees, professional medical staff, persons who are regularly employed to work less hours than the normal work week, students employed during the school vacation period, and persons covered by subsisting collective agreements and Ontario Labour Relations Board Certificates.

Bargaining Unit E: Community Clinics Office and Clerical- Full-time

All office and clerical employees of the Employer in its Community Clinics at Manitoulin Island, Espanola-Massey, Elliot Lake-Blind River, Chapleau, and St. Charles, Ontario, save and except Supervisors and Program Coordinators, persons above the rank of Supervisor and Program Coordinator, paramedical employees, Human Resources employees, professional medical staff, persons who are regularly employed to work less hours than the normal work week, students employed during the school vacation period, and persons covered by subsisting collective agreements and Ontario Labour Relations Board Certificates.

Bargaining Unit F: The Northeast Mental Health Centre- Office and Clerical- Full-time

The employer recognizes the Union as the exclusive bargaining agent for all office and clerical employees of the Employer at the Regional Municipality of Sudbury, Ontario, save and except Supervisors, and persons above the rank of Supervisor, Human Resources employees, persons regularly employed for not more than twenty-four hours per week, students employed during the school vacation periods, and employees in bargaining units for which any trade union held bargaining rights as of March 19, 1987.

Bargaining Unit G: Northeast Mental Health Centre- Part-time

All office and clerical employees of Northeast Mental Health Centre, The Community Mental Health Group (Sudbury Algoma Hospital) in the Regional Municipality of Sudbury regularly employed for not more than twenty-four (24) hours per week and students employed during the school vacation periods, save and except Supervisors and persons above the rank of Supervisor, Human Resources employees, and employees in bargaining units for which any trade union held bargaining rights as of January 29, 1993.

For the purposes of clarify, it is noted that the parties further agree that:

- i) the term "Supervisor" includes "Unit Program Coordinators".*
- ii) the term "office and clerical" does not include "professional medical staff" and "healthrecords technician".*
- iii) the following positions are excluded from the bargaining unit:*
 - a) Administrative Secretary, Community Clinics*
 - b) Clerk Typist/Receptionist, Chief Executive Officer's Office*
 - c) Accounting Clerk, Finance*
 - d) Executive Assistant to the Chief Executive Officer*
 - e) Administrative Assistant to the Associate and Assistant Executive Directors*
 - f) Bookkeeper*
 - g) Executive Secretary, Regional Children's Psychiatric Centre*

A - 2 All of the provisions of this Collective Agreement shall apply to each of the seven (7) bargaining units described above, except where separate provisions have explicitly been provided for a bargaining unit.

A - 3 Government Employment Programs

May be available to the Employer from time to time, therefore the Employer may hire persons in accordance with the terms of the program, and at a rate of pay stipulated by the program. Such person shall not be included in the various bargaining units. When a program becomes available to the Employer, the local Union president shall be notified as to the proposed duration, the persons to be utilized, the nature of the work to be performed, and the areas in which they shall be working.

The Employer will not make use of these programs in a way that will cause the layoff of any full-time or part-time employee from his position.

B. MANAGEMENT RIGHTS (LOCAL)

B - 1 The Union acknowledges that it is the exclusive right and function of the Employer to hire, assign, retire, discipline or discharge for just cause, classify, transfer, layoff or recall employees.

B - 2 Generally to manage The Northeast Mental Health Centre and all its enterprises in which the Employer is engaged in all respects and in accordance with its obligations, and without restricting the generality of the foregoing, the location of machines and equipment to be used, the location and number of employees required from time to time, the qualifications of employees, the assignment of work and the assignment of overtime work, the locations of its enterprises, subcontracting of work, the extension, limitation, curtailment or cessation of operations, schedules of

work and vacations, reasonable standards of performance of all employees, and all other matters concerning the Employer's operation not otherwise specifically dealt with elsewhere in this Agreement.

- B - 3** *To maintain order, discipline and efficiency and to make and alter from time to time, reasonable rules and regulations.*
- B - 4** *If it is agreed that the Employer may exercise any of the rights, powers and functions or authority which the Employer had prior to the signing of this Agreement, except those rights, powers, or functions or authority which are specifically abridged or modified by this Agreement.*
- B - 5** *It is agreed that the Employer shall not exercise any of its rights in a manner that is inconsistent with the provisions of this Agreement.*

ARTICLE 2 - DEFINITIONS

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

C - DEFINITIONS (LOCAL)

C-1 Full-time Employee

Is an employee who has completed his probationary period set out elsewhere in this Agreement, and is scheduled to work the regular scheduled work week.

C-2 Probationary Employee

Is an employee who is serving a probationary period as set out elsewhere in this Agreement, and upon the successful completion of the aforementioned probationary period, shall obtain full-time or part-time employee status.

C-3 Part-time Employee (Excluding Clerical Bargaining Units F and G)

Is an employee who has completed his probationary period set out elsewhere in this Agreement, and is employed to work less hours than the normal work week.

C-4 Temporary Employee

- i)** *Temporary employees are those hired for a specific term or project not to exceed six (6) months, to replace an employee who will be on approved leave of absence, absence due to WSIB disability, sick leave, long term disability or to perform a special non-recurring task. This term may be extended a further (6) months on mutual agreement of the Union, employee and Employer. The period of employment of such persons will*

not exceed the absentee's leave. The release or discharge of such persons during the probationary period or at the end of the term or project shall not be the subject of a grievance or arbitration, and the expiry of a project shall not be deemed to be a layoff.

- ii) Except where specifically modified within this agreement, a temporary employee shall have all the rights of a regular full-time or part-time employee as applicable.*
- iii) The Employer will outline to employees selected to fill such temporary vacancies, and to the Union, the circumstances giving rise to the vacancy, and the special conditions relating to such employment.*
- iv) For the purposes of vacations, seniority and benefits, part-time employees who temporarily relieve full-time employees shall be considered part-time employees.*
- v) Where a full-time employee receives a temporary part-time position, she shall receive part-time employee vacation pay and benefits. Such employees shall remain full-time employees for the purposes of seniority.*

C - 5 Students

Students hired during their school vacation periods shall not accrue seniority, nor shall they be entitled to the Welfare benefits set out elsewhere in this Agreement. The wages for Students shall be determined in April of each year by the Employer, after discussion with the Union. Students shall not be hired where they displace bargaining unit employees, nor shall they be utilized in a manner which shall reduce a part-time employee's regular hours of work.

ARTICLE 3 - NO DISCRIMINATION OR HARASSMENT

- 3.01** The Hospital and the Union agree that there will be no discrimination, interference, intimidation, restriction or coercion exercised or practised by any of their representatives with respect to any employee because of his membership or non-membership in the Union or activity or lack of activity on behalf of the Union or by reason of exercising his rights under the Collective Agreement.
- 3.02** It is agreed that there will be no discrimination by either party or by any of the employees covered by this Agreement on the basis of race, creed, colour, national origin, sex, marital status, age, religious affiliation, sexual orientation or any other factor which is not pertinent to the employment relationship.
- 3.03** Every employee who is covered by this agreement has a right to freedom from harassment in the workplace in accordance with the Ontario Human Rights Code.

ARTICLE 4 - NO STRIKE/NO LOCKOUT

- 4.01 The Union agrees there shall be no strikes and the Hospital agrees 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.

ARTICLE 5 - UNION SECURITY (Dues Deduction)

- 5.01 The Hospital will deduct from each employee in the bargaining unit an amount equal to the regular monthly union dues designated by the Union. The amount of regular monthly dues shall be as certified to the Hospital by the Treasurer of the Union from time to time. The amounts so deducted shall be remitted by the Hospital to the Union's Director of Finance no later than the 15th of the month following the month in which such deductions were made. In consideration of the deducting and forwarding of union dues by the Hospital, the Union agrees to indemnify and save harmless the Hospital against any claims or liabilities arising or resulting from the operation of this Article.
- 5.02 Each employer agrees to forward to OPSEU Central, on a one time basis, a master list of current bargaining unit members. This list shall include employee name, classification/job title, part time/full time status and if on leave of greater than thirty (30) days, and shall be provided no later than the posting of the second seniority list from date of ratification.
- 5.03 The above list shall be updated by providing changes on a monthly basis, in a manner that shall be determined by the Local Parties.

ARTICLE 6 - REPRESENTATION AND COMMITTEES

6.01 Union Stewards

The Hospital agrees to recognize union stewards to be elected or appointed from amongst employees in the bargaining unit for the purpose of handling grievances as provided under this Collective Agreement.

Union stewards have their regular duties and responsibilities to perform for the Hospital and shall not leave their regular duties without first obtaining permission from their immediate supervisor. Such permission shall not be unreasonably withheld. If, in the performance of his grievance duties, a union steward is required to enter an area within the Hospital in which he is not ordinarily employed, he shall report his presence to the supervisor in the area immediately upon entering it. When resuming his regular duties and responsibilities, such steward shall again report to his immediate supervisor. A union steward shall

*

suffer no loss of earnings for time spent in performing the above duties during his regular scheduled working hours.

The number of stewards, the areas which they represent, are to be determined locally and will be set out in the Local Provisions Appendix.

6.02 Grievance Committee

The Hospital will recognize a grievance committee comprising of members to be elected or appointed from the bargaining unit. One member shall be chairman. The purpose of the committee is to deal with grievances as set out in this Collective Agreement.

The number of employees on the grievance committee shall be determined locally and shall be set in the Local Provisions Appendix.

6.03 Labour-Management Committee

(a) The parties mutually agree that there are matters that would be beneficial if discussed at a Labour-Management Committee Meeting during the term of this Agreement. The Committee shall be comprised of an equal number of representatives of each party as mutually agreed and shall meet at a time and place mutually satisfactory. The Committee shall meet once every two (2) months, unless agreed otherwise. 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. Where a Hospital has two or more agreements with OPSEU, then a joint committee shall represent all units unless otherwise agreed.

(b) Part Time Utilization Information

The Hospital agrees to supply the local union with part-time/full-time hours utilization by department, at the time specified for the posting of seniority lists. The Hospital further agrees to supply the Union, upon request, with other information that is reasonably related to utilization.

The parties may discuss part-time/full-time utilization through the Labour/Management Committee. The Hospital agrees to consider Union proposals for alternate distribution of hours between part-time and full-time. The Union recognizes the Hospitals right to determine such utilization.

(c) § sit

(i) The Parties have a mutual interest in the provision of quality patient care. Therefore, where an employee, or group of employees, covered by this agreement and governed by an Ontario College under the Health Disciplines Act, have cause to believe that they are being asked to perform more work than is consistent with proper patient care it is agreed by the parties that

such workload problems may be discussed by the local Labour Management Committee. Such complaint must be filed in writing within fifteen (15) calendar days of the alleged improper assignment.

If, after a thorough investigation, no consensus can be reached at Labour Management Committee the parties will meet with the Chief Executive Officer (CEO)/ Chief Operating Officer (COO) within thirty (30) days of referral to present the issues. The CEO/COO will notify the Union of the decision in writing within fourteen (14) days.

- (ii) Where the employer requires employees who work in a classification for which there is a professional College under the RHPA, to also maintain membership in a professional association, the requirement for such membership may be the topic of local negotiations, as described in the Memorandum of Conditions for Joint Bargaining.

6.04 (a) Negotiating Committee

The Hospital agrees to recognize a negotiating committee comprised of members to be elected or appointed from the bargaining unit. Where the Hospital participates in central bargaining, the purpose of the negotiating committee shall be to negotiate local issues as defined in this Collective Agreement. Where the Hospital does not participate in central bargaining, the purpose of the negotiating committee shall be to negotiate a renewal of this Collective Agreement. The Hospital agrees that the members of the negotiating committee shall suffer no loss of earnings for time spent during their regular scheduled working hours in attending negotiating meetings with the Hospital up to, and including, conciliation.

The number of members on the negotiating committee shall be determined locally and will be set out in the Local Provisions Appendix.

(b) Pay for Central Negotiating Committee

Union Negotiating Committee members up to a maximum of seven (7) shall be paid for time lost from their normal straight time working hours at their regular rate of pay and without loss of leave credits for attending central negotiating meetings with the Hospital Central Negotiating Committee in direct negotiations up to and including conciliation. If the parties are unable to arrive at a negotiated collective agreement through either direct negotiations or conciliation, the Hospital agrees that members of the Union Negotiating Committee shall receive unpaid leave for purpose of attending arbitration hearings.

6.05 List of Union Representatives

The Union agrees to provide and maintain an up-to-date list of all Union Representatives (including Union Stewards, Union Executive, Grievance Committee, Labour/Management Committee and Negotiating Committee) to the Director of Human Resources or designate.

6.06 New Employee Interview

All new employees will have the opportunity to meet with a representative of the Union in the employ of the Hospital for a period of up to 15 minutes during the employee's probationary period, without loss of regular earnings. The purpose of such meeting will be to acquaint the employee(s) with such representative of the Union and the collective agreement. These interviews will be scheduled in advance and may be arranged collectively or individually by the Hospital.

D - UNION RIGHTS AND ACTIVITY (LOCAL)

D - 1 *The Employer agrees to recognize the following union stewards:*

One (1) steward from each of the eight (8) Community Clinics:

*Walden Help Centre,
Positive Steps,
Alternatives (St. Charles),
Chapleau Mental Health Clinic,
East Algoma Mental Health Clinic (Elliot Lake),
Espanola Mental Health Clinic,
Manitoulin Mental Health Clinic,
Nadmadwin Mental Health Clinic,*

and Community Clinics - Central Team; one (1) steward from Pine Gate Addiction Services, one (1) steward from Men's Detox Services; one (1) steward from Women's Detox Services; one (1) steward from Developmental Clinical Services (Cottage 2); two (2) stewards from Regional Children's Psychiatric Centre full-time; two (2) stewards from Regional Children's Psychiatric Centre part-time; one (1) steward from Speech/Language Service; one (1) steward from Occupational Therapy; one (1) steward representing R.M.C. and Education; and one (1) steward from Sudbury Algoma Hospital representing clerical employees, full-time and one (1) clerical part-time; plus three (3) stewards-at-large whose jurisdiction and duties will be stipulated in writing by the Union. The number of jurisdictions of stewards shall be reviewed by the Employee Relations Committee from time to time.

D - 2 *All the above-mentioned representatives shall be employees who have completed their probationary period, unless there are no-employees off probation in the work area to be represented.*

D - 3 *In addition to the above employees, the Employer shall also recognize a Union Staff Representative who may be assigned to assist these*

employees in the discharge of their union duties.

A Staff Representative may enter the premises of the Employer to conduct union business after having received prior permission from the Director of Human Resources. Such permission shall not be unreasonable withheld. The Employer may request the attendance of a Union Staff Representative at any meeting.

D - 4 Stewards will normally deal with matters arising in their area of jurisdiction. If the steward for an area is unavailable, the alternate steward, as designated in writing by the Union, may be excused by her supervisor to deal with the matter.

D - 5 Bulletin Boards

The Employer shall provide a bulletin board in the main hospital building for the purpose of posting notices of meetings, and such other notices as may be of interest to employees. The Union agrees that all such notices must be signed by an officer of the Union, and submitted to the Director of Human Resources for approval and posting. Such approval shall not be unreasonably withheld.

The Union shall appoint one designated Officer of the Union to coordinate bulleting board notices with the Director of Human Resources or her designate. Once a notice has been approved as outlined in this Article, such Union Officer will undertake to distribute an identical copy of the notice for posting in each work location as listed in D - 6 of this Agreement.

D - 6 Work Location

For the purposes of D - 5 of this Agreement, work locations shall be as follows:

- 'Main Hospital
- Building #2 (Rehabilitation Services)
- Ruth MacMillan Centre
- Cottage I (Education, ISNC)
- Cottage II (Developmental Clinical Services)
- Cottage III (Administration)
- Men' and Womeris Management Withdrawal Service
- Chapleau Mental Health Clinic
- Espanola Mental Health Clinic
- Manitoulin Mental Health Clinic
- Positive Steps
- PineGate Addiction Service.
- East Algoma Mental Health Clinic
- Nadmadwin Mental Health Clinic
- Alternatives
- 400 Child Care Unit
- Speech/Language Service

***Integrated Services for Northern Children (ISNC)
New Directions
A.C.T.T.***

D – 7 Copies of Agreement

The parties hereto shall mutually agree on the style of the collective agreement, and each party shall pay fifty percent (50%) of the production cost.

D – 8 Negotiating Committee

Effective on ratification of this Collective Agreement, the Employer recognizes the Union Negotiating Committee comprised of five (5) members. The Union may request two (2) additional members who shall attend meetings without pay.

ARTICLE 7 - ACCIDENT PREVENTION - HEALTH & SAFETY COMMITTEE

7.01 The Hospital and the Union agree that they mutually desire to maintain standards of safety and health in the Hospital in order to prevent accidents, injury and illness.

7.02 Recognizing its responsibilities under the applicable legislation, the Hospital agrees to accept as a member of its Accident Prevention - Health and Safety Committee, at least one (1) representative selected or appointed by the Union from amongst bargaining unit employees.

NOTE: Where there are multiple sites, the Local Parties are referred to Article 27 (Multi-site Language) to determine Local Applicability of Health & Safety Committee structure.

7.03 Such Committee shall identify potential dangers and hazards, institute means of improving health and safety programmes and recommend actions to be taken to improve conditions related to safety and health.

7.04 The Hospital agrees to co-operate reasonably in providing necessary information to enable the Committee to fulfil its functions.

7.05 Meetings shall be held every second month or more frequently at the call of the chair, if required. The Committee shall maintain minutes of all meetings and make the same available for review.

7.06 Any representative appointed or selected in accordance with 7.02 hereof, shall serve for a term of at least one (1) calendar year from the date of appointment. Time off for such representative(s) to attend meetings of the Accident Prevention Health and Safety Committee in accordance with the foregoing, shall be granted.

A member of a committee is entitled to:

- a) one hour or such longer period of time as the committee determines is necessary to prepare for each committee meeting;
- b) such time as is necessary to attend meetings of the committee; and
- c) such time as is necessary to carry out inspections and investigations contemplated under subsection 9(26), 9(27), and 9(31) of the Occupational Health and Safety Act R.S.O. 1990 as amended up to and including 1998.

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

7.07 The Hospital will ensure that there is one (1) OPSEU member certified, as described in the Occupational Health and Safety Act R.S.O.1990, as amended up to and including 1998 among the OPSEU bargaining unit(s) at the Hospital. Such member will be selected or appointed by the Union. All issues relating to salary and costs associated with obtaining certification shall be in accordance with article 14.06.

7.08 The Union agrees to endeavour to obtain the full cooperation of its membership in the observation of all safety rules and practices.

7.09 Hepatitis B Vaccine

Where the Hospital identifies high risk areas where employees are exposed to Hepatitis B, the Hospital will provide, at no cost to the employees, a Hepatitis B vaccine.

ARTICLE 8 - GRIEVANCE & ARBITRATION PROCEDURE

8.01 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, or at any time when formal discipline is imposed. The Hospital agrees that it will not discipline an employee without just cause. Where the Hospital deems it necessary to suspend or discharge an employee, the Hospital shall notify the Union, in writing, of such suspension or discharge.

8.02 For the purpose of this Agreement, a grievance is defined as a difference arising between a member of the bargaining unit and the Hospital relating to the interpretation, application, administration or alleged violation of the Agreement.

8.03 (1) It is the mutual desire of the parties hereto that complaints shall be adjusted as quickly as possible, and it is understood that an employee has no grievance until he has first given his immediate supervisor the opportunity of adjusting his complaint. Such complaint shall be discussed with his immediate supervisor within seven (7) calendar days from the event giving rise to the grievance, or from when the employee should have reasonably become aware of the event giving rise to the grievance.

Failing settlement within seven (7) calendar days, it shall then be taken up as a grievance within the seven (7) calendar days following his immediate supervisor's decision in the following manner and **sequence**:

- Step 2
- (2) The employee must submit the grievance through the Local Union, signed by the grievor and the Local Union President, or designate, to the Chief Executive Officer (CEO) of the Hospital, or designate. The employee may be accompanied, if he so desires, by his union steward. The grievance shall identify the nature of the grievance, the remedy sought, and should specify the provisions of the Agreement which are alleged to have been violated,
- (3) The parties will have a period of up to thirty (30) calendar days from the date the grievance is filed to attempt to resolve the grievance, and in any case, to provide the Union with a formal written response setting out the Hospital's position on the matter.
- Step 3
- (4) During the thirty (30) day resolution period referred to above, the parties will attempt to resolve the **matter(s)** in dispute through a meeting or a series of meetings which shall involve the individuals with authority to resolve the grievance. In all cases, the **meeting(s)** shall include the Union Grievance Committee.
- (5) Prior to the initial meeting date being established, the parties will provide document disclosure on a without prejudice basis to each other, with the purpose of providing both parties with the opportunity to understand the grievance and to prepare for the resolution **meeting(s)**.

In determining a date for the meeting the parties will **consider**:

- (i) the time needed for research, consultation and preparation for the **meeting(s)** and,
- (ii) the time needed, after the meeting, and before the expiry of the thirty (30) day period, to conduct follow-up activities including the possibility of holding further meetings.

For these reasons the initial meeting will generally take place during the middle ten (10) days of the thirty (30) day period.

- (6) In resolving the dispute, the parties will hold the meeting, and any other meetings as **may** be agreed, to thoroughly consider the grievance and attempt to find a resolution. The governing **principle** will be that the parties have a mutual interest in their own solutions and avoiding, if at all possible, having the decision made by an arbitrator.
- (7) If the parties are unable to resolve the grievance, the Hospital will provide the Union with a written response to the **grievance** by the end of the thirtieth (30th) day following the date of the filing of the grievance.

- (8) The Union will then have a period of fourteen (14) calendar days from the date of the Hospitals response to determine if the response is acceptable, or will refer the matter to arbitration.
- (9) If the grievance is filed by the Hospital, the Union will provide a response by the end of the thirtieth (30th) day following the date the grievance was filed. The Hospital will have fourteen (14) calendar days from the date of the Unions response to determine if it will accept the Unions response or will refer the matter to arbitration.

8.04 Policy Grievance

A grievance arising directly between the Hospital and the Union concerning the interpretation, application or alleged violation of the Agreement shall be originated at the level of the CEO within fourteen (14) calendar days following the circumstances giving rise to the grievance.

It is expressly understood, however, that the provisions of this Article may not be used with respect to a grievance directly affecting an employee which he could have instituted himself and the regular grievance procedure shall not be thereby bypassed. Where the grievance is a Hospital grievance it shall be filed with the Local Union President or designate.

8.05 Group Grievance

Where a number of employees have identical grievances and each one would be entitled to grieve separately, they may present a group grievance in writing through the Local Union, signed by each employee who is grieving and the Local Union President, or designate, to the CEO, or his designate, within fourteen (14) calendar days after the circumstances giving rise to the grievance have occurred. The grievance shall then be treated in the manner as set out for an individual grievance.

8.06 Discharge Grievance

The release of a probationary employee shall not be the subject of a grievance or arbitration.

The Hospital agrees that it will not discharge, without just cause, an employee who has completed his probationary period. A claim by an employee who has completed his probationary period that he has been unjustly discharged shall be treated as a grievance. Such grievance shall be submitted through the Local Union, signed by the grievor and the Local Union President, or designate, to the CEO of the Hospital, or designate within seven (7) calendar days after the date the discharge is effected. Such grievance may be settled by:

- (a) confirming the Hospital's action in dismissing the employee, or
- (b) reinstating the employee with or without loss of seniority and with or without full compensation for the time lost, or

(c) any other arrangement which may be deemed just and equitable.

- 8.07 Failing settlement under the foregoing procedure, any grievance, including a question as to whether the grievance is arbitrable, may be submitted to arbitration as herein provided. If no written request for arbitration is received within fourteen (14) calendar days after the decision under the foregoing procedure is given, the grievance shall be deemed to have been abandoned.
- 8.08 All agreements reached under the grievance procedure between the representatives of the Hospital, the representatives of the Union and the grievor(s) will be final and binding upon the parties.
- 8.09 When either party requests that any matter be submitted to arbitration as provided in this Article, it shall make such request in writing addressed to the other party to this Agreement, and at the same time appoint a nominee. Within seven (7) calendar days thereafter, the other party shall appoint its nominee, provided however, that if such party fails to appoint its nominee as herein required, the Minister of Labour for the Province of Ontario shall have the power to make such appointment upon application thereto by the party invoking the arbitration procedure. The two nominees shall attempt to agree upon a Chair of the Arbitration Board. If they are unable to agree upon such a Chair within a period of fourteen (14) calendar days, they shall then request the Minister of Labour for the Province of Ontario to appoint a Chair.
- 8.10 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance, except as herein provided.
- 8.11 No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the grievance procedure.
- 8.12 The Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of this Agreement, or to alter, modify, add to or amend any part of this Agreement.
- 8.13 The proceedings of the Arbitration Board will be expedited by the parties. The decision of the majority, and where there is no majority, the decision of the Chair, will be final and binding upon the parties hereto and the **employee(s)**.
- 8.14 Each of the parties will bear the expense of its nominee, and the parties will share equally the fees and expenses of the Chair of the Arbitration Board.
- 8.15 The time limits set out in this Article are mandatory and failure to comply strictly with such time limits, except by the written agreement of the parties, shall result in the grievance being deemed to have been abandoned.
- 8.16 The parties to this agreement wish to encourage the settlement of grievances as soon as is possible and, wherever possible, without resort to arbitration. For these reasons:

- 1) The parties are encouraged to take advantage of the process for mediation/arbitration as provided for in S. 50 of the Labour Relations Act, 1995 (R.S.O. 1995 as amended) (the "Ad").
- 2) When the parties do not elect to use S. 50 of the Act in the period immediately following the referral of a matter to arbitration, the parties will commence a period of review. During this time they will each seek informed opinion with respect to the matter in dispute and consider whether the issues involved are such that the assistance of a mediator, or some form of early intervention, may be helpful. It is expected that this will occur within the first sixty (60) calendar days following referral of the matter to arbitration, avoiding the delay and costs that result from this process occurring immediately prior to an established hearing date.

- 8.17 Where Arbitration board is referred to in the Agreement, the parties may mutually agree in writing to substitute a single arbitrator for the Arbitration Board at the time of reference to arbitration and the other provisions referring to arbitration board shall appropriately apply.
- 8.18 Notwithstanding the time limits as set out herein, in the interest of bringing the matter to an expeditious conclusion, where the decision or response is provided in less than the number of days provided above, any subsequent response will measure from the receipt of the response.

ARTICLE 9 - LETTERS OF REPRIMAND AND ACCESS TO FILES

- 9.01 Any letter of reprimand or suspension will be removed from the record of an employee eighteen (18) months following the receipt by the employee of such letter or suspension provided that the employee's record has been discipline free for such eighteen (18) month period.
- 9.02 Each employee shall have reasonable access to **his file** for the purposes of reviewing any evaluations, letters of counselling or formal disciplinary notations contained therein. Such review shall take place in the presence of the employer. A copy of the above documents will be provided to the employee on request. An employee is entitled to place a written response to letters of counselling in his file.

E- 17 ADDRESS AND TELEPHONE NUMBER (LOCAL)

- E - 1 It shall be the duty of the employee to notify the payroll office of the Employer promptly in writing, of any change of address or telephone number. If an employee should fail to do this, the Employer shall not be responsible for the failure of any notice to reach such employee when such notice is sent to the last address recorded on the payroll records of the Employer.***

ARTICLE 10 - SENIORITY AND SERVICE

10.01 Probationary Period

Newly hired employees shall be considered to be on probation for a period of sixty (60) tours worked from date of last hire (450 hours of work for employees whose regular hours of work are other than the standard work day). If retained after the probationary period, the employee shall be credited with seniority from date of last hire. With the written consent of the Hospital, the probationary employee and the President of the Local Union or his designate, such probationary period may be extended.

It is understood and agreed that any extension to the probationary period will not exceed an additional sixty (60) tours (450 hours of work for employees whose regular hours of work are other than the standard work day) worked or such lesser period as may be agreed by the parties. The release of a probationary employee shall not be the subject of a grievance or arbitration.

10.02 Seniority List

A seniority list will be maintained for each department. The Hospital shall post such list and provide the Union with a copy, indicating bargaining unit seniority, twice per year.

(Article 10.03 (a) is applicable to part-time employees only)

10.03 Seniority Accumulation

- (a) (i) Part-time employees shall have their seniority expressed on the basis of number of hours worked in the bargaining unit. (The foregoing is for clarity only and therefore does not modify an employees level of seniority under this collective agreement or previous collective agreements.)
- (ii) Notwithstanding Article 10.03 (a) (i) seniority shall accrue during a pregnancy leave or parental leave. For the purposes of pregnancy leave and parental leave, seniority accrual shall be determined by multiplying the normal weekly hours times the number of weeks the employee is absent due to a pregnancy leave up to a maximum of 17 weeks and/or the number of weeks the employee is absent due to a parental leave up to a maximum of 18 weeks, whichever is applicable.

(Article 10.03 (b) is applicable to full-time employees only)

- (b) Full-time employees will accumulate seniority on the basis of their continuous service in the bargaining unit from the last date of hire, except

as otherwise provided in the collective agreement or previous collective agreements. (The foregoing is for clarity only and therefore does not modify an employee's level of seniority under this **collective** agreement or previous collective agreements.)

- (c) In the application of seniority, no employee's seniority date may pre-date their start date.

10.04 Transfer of Seniority

Seniority shall be retained by an employee in the event he is transferred from full-time to part-time or vice versa. For the purposes of the application of seniority under the agreement but not for the purposes of service under any provisions of the agreement, an employee whose status is changed from full-time to part-time shall receive credit for his seniority on the basis of 1650 hours worked for each year of full-time seniority. For the purposes of the application of seniority, under the agreement but not for the purposes of service under any provisions of the agreement, an employee whose status is changed from part-time to full-time shall receive credit for his seniority on the basis of one ~~year~~ of seniority for each 1650 hours worked. Any time worked in excess of an equivalent shall be pro-rated at the time of transfer.

NOTE: Those Hospital contracts currently with a lesser hourly requirement shall continue.

NOTE: Article 10.05 applies to full-time employees only.

10.05 Effect of Absence

- (a) (i) It ~~is~~ understood that during an approved unpaid absence not exceeding thirty (30) continuous days or any approved absence paid by the Hospital, both seniority and service will accrue.

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

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

It is further understood that during ~~such~~ absence, credit for seniority shall be suspended and not accrue during the period of absence. Notwithstanding this provision, seniority shall accrue for a period of thirty (30) months if an employee's absence is due to disability resulting in WCB or LTD benefits.

- (ii) Notwithstanding Article 10.05 (a) (i), service and seniority will accrue for a maximum period of seventeen (17) weeks if an employee's absence is due to a pregnancy leave, and for a maximum period of eighteen (18) weeks if an employee's absence is due to a parental leave. In addition, the Hospital will continue to pay its share of the premiums of the subsidized employee benefits in which the employee is participating for up to seventeen (17) weeks from the commencement of the leave while the employee is on pregnancy leave, and for up to eighteen (18) weeks from the commencement of the leave while the employee is on parental leave, unless the employee does not intend to pay her contributions.

- (b) The Hospital agrees to provide, in response to an employee's request, his service and/or anniversary date.

10.06 Application of Seniority on Layoff and Recall

For purposes of layoff and recall, seniority shall operate on a department-wide basis, i.e., laboratory, radiology or such other departments which exist in the individual hospitals where the employees are covered by this Agreement.

10.07 Layoff and Recall Rights

Seniority lists and layoff and recall rights for full-time employees shall be separate from seniority lists and layoff and recall rights for part-time employees, subject to Article 1 104 (1)(d), (e) and (g).

10.08 Retention & Accumulation of Seniority on Transfer Outside Bargaining Unit

An employee who is transferred to a position outside the bargaining unit for:

- (a) a period of less than eighteen (18) months or such longer period as the parties may agree upon or;
- (b) a specific term of appointment, including temporarily replacing an employee outside the bargaining unit

shall retain but not accumulate seniority held at the time of transfer. In the event the employee is returned to a position in the bargaining unit within the time periods noted in (a) or (b) above he shall be credited with the seniority held at the time of transfer and shall resume accumulation from the date of his return to the bargaining unit.

10:09 · Loss of Service and Seniority

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

- (a) leaves of his own accord;
- (b) is discharged and the discharge is not reversed through the grievance or arbitration procedure;
- (c) has been laid off without recall pursuant to Article 11.07 for twenty-four (24) months.
- (d) is absent from scheduled work for a period of three (3) or more consecutive working days, without notifying the Hospital of such absence and providing a reason satisfactory to the Hospital;
- (e) fails to return to work (subject to the provisions of (d)) upon termination of an authorized leave of absence without satisfactory reason or utilizes a leave of absence, without permission, for purposes other than that for which the leave was granted;
- (f) fails upon being notified of a recall to signify his intention to return within five (5) calendar days after he has received the notice of recall mailed by registered mail to the last known address according to the records of the Hospital and fails to report to work within ten (10) calendar days after he has received the notice of recall or such further period of time as may be agreed upon by the parties;
- (g) is absent due to illness or disability for a period of thirty (30) months, unless he has less than six (6) months' service at the time the illness or disability commenced and is not eligible for long-term disability benefits. If the employee has less than six months' service at the time the illness or disability commenced and is not eligible for long-term disability benefits, this provision will apply after an absence equal to his length of service at the time the absence commenced.

F – SENIORITY LISTS (LOCAL)

F – 1 *A single seniority list including employees in each of the seven (7) bargaining units shall be prepared. Up-to-date seniority lists shall be sent to the Union and posted on the Bulletin Boards in April and October of each year. Employees shall have thirty (30) days from the date of posting of the Seniority List to question their individual seniority, and if no complaints are received within the thirty (30) day period, the Seniority List shall be deemed to be correct.*

ARTICLE 11 - LAYOFF AND RECALL

NOTE: Article 11 applies to Full-Time and Regular Part-Time Employees only.

1 ■01 The Hospital and the Union agree to work jointly to minimize any adverse effects of a long term or permanent layoff (greater than thirteen (13) weeks duration) on employees, and maximize creative approaches that meet the interests of both the Hospital and the employees. Accordingly, in the event of such a layoff the Hospital will:

- (a) provide the Union with no less than 5 months notice.
- (b) commencing at the time that notice is given to the Union, and prior to the giving of written notice to the employees if possible, jointly evaluate, plan and review:
 - the reason causing the layoff
 - the service the Hospital will undertake after the layoff
 - how the Hospital intends to effect the lay-off, including areas where layoffs will occur, and which employees will be laid off
 - ways the Hospital can assist employees to find alternate employment.
 - ways and means of avoiding or minimizing the impact, including:
 - identifying and reviewing possible alternatives to any action that the Hospital may propose taking;
 - identifying and reviewing ways to address on-the-job retraining needs of employees;
 - identifying vacant positions within the Hospital for which surplus members of the bargaining unit might qualify, or such positions which are currently filled but which are expected to become vacant within a twelve (12) month period.
 - Identifying Contracting in opportunities
 - Mapping bumping options for affected employees, to the extent possible.

To allow the Labour Management Committee to carry out its mandated role under this Article, the Hospital will provide the Committee with pertinent financial and staffing information and with a copy of any reorganization plans which impact on the bargaining unit.

11.02 Any agreement between the Hospital and the Union resulting from the above review concerning the method of implementation will take precedence over the terms of this Agreement.

11.03 in the event of layoff, the Hospital shall lay off employees in the reverse order of their seniority within their classification, providing that those employees who remain on the job have the qualifications and ability to perform the work.

Employees shall be entitled to 3 months written notice of permanent or long term layoff. To assist the employee in ~~this~~ process, layoff notices will contain, where possible, specific information on bumping options. It is agreed and understood that Regulation 327, Section 7, of the Employment Standards Act applies. It is further agreed that notice to both the Union and the employees may run concurrently.

After receipt of such written notice, affected employees will have a period of up to seven (7) calendar days to indicate to the Hospital their choice of options as outlined below. The Hospital agrees to meet with the affected employee(s) within seven (7) calendar days after it has received written notification of the employees choice of entitlement, in order to verify his/her choice or to discuss alternatives.

Note: For purposes of layoff under Article 11, the clinical laboratory department would include the subdisciplines of laboratory medicine. For purposes of layoff under this Article, a discipline is a service function within a department.

11.04 (1) An employee *who is* subject to permanent or long-term layoff shall have the following entitlements:

- a) accept the layoff and be placed on a recall list for twenty-four (24) months from the date the actual layoff begins; or
- b) accept the layoff, and thereafter, at the Employers option, receive pay in-lieu of notice and not be required to report for work during the notice period. It is agreed and understood that during the period of notice the employees wages and benefits will be maintained as if he/she were at work, and that his/her layoff will be deemed to have commenced at the end of the notice period.
- (c) the employee may displace an employee who ~~has~~ lesser bargaining unit seniority and who is the least senior employee within his or her classification, identical paying classification, or lower paying classification in his or her discipline or department, if the employee originally subject to layoff can perform the duties of the least senior employee within his or her classification, identical paying classification, or lower paying classification in his or her discipline or department without training other than orientation.
- (d) If the full-time employee cannot displace a full-time employee in (c), the employee may displace a part-time employee who has lesser bargaining unit seniority and who is the least senior employee in her classification, identical paying classification, or lower paying classification in her discipline or department, if the employee originally subject to layoff can

perform the duties of the least senior employee in her classification, identical paying classification, or lower paying classification in her discipline or department without training other than orientation.

- (e) If the part-time employee cannot displace a part-time employee in (c), the employee may displace a full-time employee who has lesser bargaining unit seniority and who is the least senior employee in her classification, identical paying classification, or lower paying classification in her discipline or department, if the employee originally subject to layoff can perform the duties of the least senior employee in her classification, identical paying classification, or lower paying classification in her discipline or department without training other than orientation.
- (f) If the employee cannot displace an employee in his or her discipline or department, the employee may displace an employee who has lesser bargaining unit seniority and who is the least senior employee in a lower or identical paying classification in another department, if the employee originally subject to layoff can perform the duties of the least senior employee in a lower or identical paying classification in another department without training other than orientation.
- (g)
 - (i) If the full-time employee cannot displace a full-time employee in (f), the employee may displace a part-time employee who has lesser bargaining unit seniority and who is the least senior employee in another department, if the employee originally subject to layoff can perform the duties of the least senior employee in another department without training other than orientation.
 - (ii) If the part-time employee cannot displace a part-time employee in (f), the employee may displace a full-time employee who has lesser bargaining unit seniority and who is the least senior employee in another department, if the employee originally subject to layoff can perform the duties of the least senior employee in another department without training other than orientation.

11.04 (2) An employee who is subject to layoff for a period not greater than thirteen weeks **shall** have the following entitlements:

- (a) accept the layoff and be placed on a recall list for twenty-four (24) months. During this period of layoff the employee may elect to receive payment of some or all of his/her earned vacation credits up to a maximum of the period of the layoff. It is understood that his/her vacation bank and entitlement will be appropriately reduced for that vacation year; or
- (b) displace an employee within his or her classification who has lesser bargaining unit seniority and who is the least senior employee within his or her classification, if the employee originally subject to **layoff** can

perform the duties of the least senior in his or her classification in his or her discipline without training or orientation.

- (c) If the employee cannot displace an employee in (b), the employee may displace an employee who has lesser bargaining unit seniority and who is the least senior employee in a lower or identical paying classification in his or her discipline, if the employee originally subject to layoff can perform the duties of the least senior employee in a lower or identical paying classification in his or her discipline without training or orientation.

11.05 Where an employee has his or her shift cancelled, the employee shall not be entitled to displace another employee.

11.06 An employee who displaces an employee in a lower paying classification will be placed on the salary grid of the lower classification consistent with the level he would have achieved in the lower classification based on his service and experience with the Hospital.

11.07 An employee shall have opportunity of recall from a layoff to an available opening in his or her former classification, or an equal or lower paying classification than the one from which the employee was originally laid off, in order of seniority, provided he/she has the qualifications and ability to perform the work, before such opening is filled on a regular basis under a job posting procedure. The posting procedure in the collective agreement shall not apply until the recall process has been completed. An employee who is recalled shall be credited with the seniority he/she had at the time of the layoff.

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

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.

(b) (i) In addition to 11.08(a) a full-time employee who has displaced a part-time employee shall be entitled to return to the position he held prior to the layoff should it become vacant within twenty-four (24) months of the layoff, provided that the employee remains qualified and able to perform the duties of his former position.

(ii) In addition to 11.08(a) a part-time employee who has displaced a full-time employee shall be entitled to return to the position he held prior to the layoff should it become vacant within twenty-four (24) months of the layoff, provided that the employee remains qualified and able to perform the duties of his former position.

- 11.09 The Hospital shall notify the employee of recall opportunity by registered mail, addressed to the last address on record with the Hospital (which notification shall be deemed to be received on ~~the~~ fifth day following the date of mailing). The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work. The employee is solely responsible for his proper address being on record with the Hospital.
- 11.10 Where there is an available opening which has not been filled in accordance with Article 11.07, an employee who has either accepted a layoff or is under notice of layoff and is unable to displace any other employee will be given an opportunity for on-the-job retraining of up to 6 months, subject to the staffing requirements of the hospital, if, with the benefit of such retraining, the employee could reasonably be expected to obtain the qualifications and ability to perform the work. Such opportunities will be provided in order of seniority. During the period of on-the-job retraining the recall period will continue to apply from the original date of layoff. If, following the period of on-the-job retraining the employee has not obtained the qualifications and ability to perform the work, the employee will be returned to the recall list or will be terminated in accordance with Article 10.09 (c).
- 11.11 In the event that an employee who has been laid off and is placed on a recall list is assigned, by the Hospital, ad hoc shifts or to a temporary vacancy, she will retain, but not accumulate his or her seniority and service held at the time of layoff. Employees in such assignments will be treated as part-time. Where an employee is recalled pursuant to Article 11.07, she will receive credit for service and seniority for ~~shifts~~ worked under this provision. Any assignments under this provision will be offered on a voluntary basis.
- 11.12
- (a) **Local Human Resource Plans will apply** to Health Services Restructuring Commission directives. In other circumstances, the balance of this Article will apply.
 - (b) Before issuing notice of long term layoff pursuant to Article 11.03, and **following** notice pursuant to Article 11.01 (a), the Hospital **will** make offers of early retirement allowance in accordance with the following conditions:
 - i) The Hospital will first make offers in order of seniority in the **departments(s)** and in **classifications** where layoffs would otherwise occur. The Hospital will offer ~~the~~ same number of early retirements as the number of lay-offs it would otherwise make.
 - ii) The Hospital will make offers to employees eligible for early retirement under the Hospital pension plan (including regular part-time, if applicable, whether or not they participate in the hospital pension plan).
 - iii) If no employees on the unit affected accept the offer, the Hospital will then extend the offer to other employees in the same classification as that being affected in the bargaining unit in order of seniority.

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

An employee who elects an early retirement option shall receive, following **completion** of the last day of work, a retirement allowance of two (2) weeks salary for each year of service, to a maximum ceiling of twenty-six (26) weeks salary.

- (c) Where an employee has received individual notice of long term layoff under Article **11.03** such employee may resign and receive a separation allowance as follows:
 - i) Where an employee resigns effective within thirty (30) days after receiving individual notice of long term layoff, she or he 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 will be reimbursed for tuition fees up to a maximum of three thousand (\$3,000.00) dollars.
 - ii) Where an employee resigns effective later than thirty (30) days after receiving individual notice of long term layoff, 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 will be reimbursed for tuition fees up to a maximum of one thousand two hundred and **fifty** (\$1,250.00) dollars.

Note: 11.12 (c) applies to employees whose 3 month notice is given on or after April 1, 2000.

ARTICLE 12 - TECHNOLOGICAL CHANGE

NOTE: Article 12 applies to full-time and regular part-time employees only. It does not apply to casual part-time employees.

12.01 The Hospital undertakes to notify the Union in advance, so far as practicable, of any technological changes which the Hospital has decided to introduce which will significantly change the status of employees within the bargaining unit.

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

Employees with one or more years of continuous service who are subject to lay-off under conditions referred to above, will be given notice of the impending change in employment status at the earliest reasonable time in keeping with the

notification to the Union as set forth above and the requirements of the applicable legislation.

- 12.02 Where new or greater skills are required than are already possessed by **affected** employees under the present methods of operation, **such** employees shall be given a period of training, with due consideration being given to the employee's previous educational background, during which they may perfect or acquire the skills necessitated by the newer 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 months.

ARTICLE 13 -JOB POSTING, PROMOTION AND TRANSFER

- 13.01 Where a vacancy exists, or where the Hospital creates a new position in the bargaining unit, such vacancy shall be posted for a period of seven (7) calendar days. Applications for such vacancies shall be made in writing within the seven (7) day period referenced herein.

Notwithstanding the above, the Hospital may fill at its own discretion vacancies caused by:

- (a) illness;
- (b) accident;
- (c) pregnancy and parental leaves of absence;
- (d) leave of absence not expected to exceed six (6) months;
- (e) vacation;
- (9) specific tasks not expected to exceed six (6) months.

In filling such temporary vacancies, the Hospital shall consider employees who have expressed an interest, in writing, in **filling** such vacancies, on the basis of the selection criteria as set out in Article 13.06.

Employees in bargaining units at the Hospital represented by OPSEU selected to **fill** such temporary vacancies agree not to apply for other temporary positions while filling the temporary vacancy. Upon completion of the temporary vacancy, the bargaining unit employee will be returned to his former position. Such employees shall **continue** to accrue seniority while filling a temporary vacancy.

Employees newly hired to fill such temporary vacancy will not accrue seniority during the filling of such vacancy. If such employees successfully post into a permanent position within the bargaining unit, prior to the end of the non-posted vacancy, they will be credited with seniority from their last date of hire. The release or discharge of such employee at the completion of the temporary vacancy shall not be the subject of a grievance or arbitration.

- 13.02 Notices of vacancies referred to in 13.01 shall **include**, for informational purposes: department, classification, qualifications..

- 13.03 A copy of the posted notice will be sent to the local President or his designate, within the aforementioned seven (7) calendar days.
- 13.04 The name of the successful applicant will be posted and a copy sent to the local President or his designate.
- 13.05 The Hospital agrees to discuss with unsuccessful applicants ways in which they can improve for future postings, if requested.
- 13.06 In filling posted vacancies the selection shall be made based on skill, ability, experience, and relevant qualifications of the applicants. Where these factors are relatively equal, bargaining unit seniority shall be the governing factor.
- 13.07 In matters of promotion and staff transfer, a successful bargaining unit applicant shall be allowed a trial period of up to sixty (60) days (450 hours for employees whose regular hours of work are other than the standard work day) worked during which the Hospital will determine if the employee can satisfactorily perform the job. Within this period the employee may voluntarily return, or be returned by the Hospital, to the position formerly occupied, without loss of seniority. Should the employee return or be returned to his former job, the filling of subsequent vacancies will be reversed.
- 13.08 An employee who is promoted to a higher rated classification within the bargaining unit will be placed in the range of the higher rated classification so that he shall receive no less an increase in wage rate than the equivalent of one step in the wage rate of his previous classification (provided that he does not exceed the wage rate of the classification to which he has been promoted).
- The employee's anniversary date shall be adjusted.
- 13.09 An employee selected as a result of a posted vacancy need not be considered for a further vacancy for a period of up to six (6) months from his date of selection.
- 13.10 Where there are no successful applicants from within the bargaining unit for posted vacant positions, employees in other OPSEU Paramedical bargaining units at the Hospital will be considered for such staff transfers or promotions prior to considering persons outside OPSEU Paramedical bargaining units at the Hospital. The employees eligible for consideration shall be limited to those employees who have applied for the position in accordance with Article 13, and selection shall be made in accordance with Article 13.06. All provisions of Article 13 will apply to employees selected in accordance with this provision.
- 13.11 From time to time the job duties or scope of a bargaining unit position(s) may change in such a way as to represent a developmental opportunity, a specialization, or a broadening of duties for a limited number of employees within a department (or appropriate work unit), without increasing the complement of employees in the department.

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

The Hospital shall consider employees for these opportunities on the basis of skill, ability, relevant qualifications and seniority. Notwithstanding the above, the final decision for selection will be at the discretion of the Hospital.

If requested, the Hospital will discuss with unsuccessful applicants reasons why they were not chosen for the opportunity.

G - BILINGUALISM(LOCAL)

G - 1 *The Employer shall post bilingual training opportunities following the posting procedures outlined in Article 13.01.*

G - 2 *Candidates will be considered for training opportunities on the following basis:*

the seniority of the employee;

the skill, ability, experience and qualifications to fulfill the normal requirements of the job and the measured ability to acquire linguistic skills.

Where factor (ii) is, to all intents and purposes, equal between two (2) or more employees, the relative seniority shall govern, subject to the employee's right to lodge a grievance under the orderly Grievance Procedure herein set forth.

G - 3 *No employee will be demoted to a lower paying classification, declared redundant or laid off as a direct result of her position being declared bilingual.*

G - 4 *Half of the time spent by an employee in attendance at a bilingualism training program shall be compensated at straight time, or such better compensation as may be available under a specific program. Such training hours shall not be counted when calculating eligibility for overtime. The employer will pay educational costs such as tuition fees, books, and related study materials required in the program.*

G - 5 *For all purposes covered by this Agreement, employees will be considered bilingual once they have passed a competency examination matched to the demands of the job.*

ARTICLE 14 - LEAVES OF ABSENCE

The provisions of Article 14, Leaves of Absence, apply to full-time and regular part-time employees but do not apply to casual part-time employees.

14.01 Personal Leave

Written requests for a personal leave of absence without pay will be considered on an individual basis by the employee's Department Head or his designate. Such requests are to be submitted as far in advance as possible and a written reply will be given. Such leave shall not be unreasonably withheld.

14.02 Union Business Leave

(a) Local Union Business Leave

The Hospital agrees to grant leaves of absence without pay to local bargaining unit members for the purpose of attending Union seminars and/or attending to Union business. The cumulative total leave of absence will be determined locally, but shall not exceed forty (40) days per year per hospital.

The amount of notice required and the number of employees who may be absent at any one time and from any one area shall be determined locally and will be set out in the Local Provisions Appendix.

(b) Union Position Leave - F.T.

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

(c) Where an individual of the bargaining units represented centrally by OPSEU is elected or appointed as an Executive Board Member, Executive Officer, member of the central negotiating committee, member of Medical Division Executive or as a Membership Development Trainee, such individual shall be granted leave of absence for the time off required to exercise the duties of such appointment. The notice requirements to obtain such time off shall be governed in accordance with the leave of absence policy and procedure of the affected Hospital. Such positions shall be limited to **two (2)** members from a Hospital with no more than one individual from within a **section/division** within a Department.

(d) For leaves of absence without pay for Union business under the terms of this Agreement, including unpaid leave for members of the Central Negotiating Team, the employee's salary and applicable benefits will be

maintained by the Hospital and the Union will reimburse the Hospital for the cost of salary and benefits. The Hospital will bill the Union and the Union will reimburse the Hospital **within** a reasonable period of time. In addition, there shall be no **loss** of seniority during such leaves of absence.

14.03 Bereavement Leave

Any employee who notifies the Hospital as soon as possible following a bereavement will **be** granted bereavement leave for up to three (3) consecutive scheduled working days off without loss of regular pay from regularly scheduled hours within the seven (7) calendar day period commencing three (3) calendar days prior to the day of the funeral of a member of his immediate family.

Immediate family, for the purposes of this section, shall mean spouse, child, parent, sister, brother, mother-in-law, father-in-law, grandparent, grandchild, brother-in-law, sister-in-law and grandparent of spouse. "Spouse" for the purposes of bereavement leave will include a partner of the same sex.

The Hospital, in its discretion, may extend such leave with or without pay. Furthermore, where an employee does not qualify under the above-noted conditions, the Hospital may, nonetheless, grant a paid bereavement leave,

14.04 Jury and Witness Duty

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 Hospital, 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 Employer immediately upon being notified that the employee will be required to attend court or the coroner's inquest;
- (b) presents proof of service requiring the employee's attendance; and
- (c) promptly repays the Employer the amount (other than expenses) paid to the employee for such service as a juror or for attendance as such witness.

(Applicable to full-time employees)

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

for all days the employees would otherwise be off work had it not been for the attendance at Court or the Coroner's Inquest.

(Applicable to part-time employees)

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

14.05 (a) Pregnancy Leave

- (i) Pregnancy leave will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this agreement.

(Article 14.05 (a) (ii) is applicable to full-time employees and regular part-time employees only)

- (ii) Effective on confirmation by the Employment Insurance Commission of the appropriateness of the Hospital's Supplemental Unemployment Benefit (SUB) plan, and retroactive to date of confirmation by the Employment Insurance Commission, an employee who is on pregnancy leave as provided under this agreement and who is in receipt of Employment Insurance pregnancy benefits pursuant to Section 22' of the Employment Insurance Act, 1996, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between seventy-five per cent (75%) of her regular weekly earnings and the sum of her weekly Employment Insurance pregnancy benefits during her leave and any other earnings. Such payment shall commence following completion of the two week Employment Insurance waiting period, and receipt by the Hospital 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 15 weeks for a pregnancy leave. 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.

This provision only applies to employees with at least 10 months of continuous service at the hospital prior to the commencement of the pregnancy leave.

The employee does not have any vested right except to receive payments for the covered unemployment period. The plan provides that payment in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance

pay benefits are not reduced or increased by payments received under the plan.

Note: Effective April 1, 2001, the SUB top-up level increases from 75% to 84%.

(iii) Transfer of Pregnant Employees

Pregnant employees may request to be transferred from their current duties if, in the professional opinion of the employee's physician the pregnancy may be at risk. If such a transfer is not feasible, the pregnant employee, if she so requests, will be granted an unpaid leave of absence before commencement of the current contractual maternity leave provisions.

(b) Parental Leave

(i) Parental leaves will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this agreement.

(Article 14.05 (b) (ii) is applicable to full-time employees and regular part-time employees only)

(ii) Effective on confirmation by the Employment Insurance Commission of the appropriateness of the Hospital's Supplemental Unemployment Benefit (SUB) plan, and retroactive to date of confirmation by the Employment Insurance Commission, an employee who is on parental leave as provided under this agreement and who is in receipt of Employment Insurance parental benefits pursuant to Section 23 of the Employment Insurance Act, 1996, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between seventy-five per cent (75%) of her regular weekly earnings and the sum of her weekly Employment Insurance parental benefits during her leave and any other earnings. Such payment shall commence following completion of the two week Employment Insurance waiting period, and receipt by the Hospital of the employee's Employment Insurance cheque stub as proof that 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 for a parental leave. 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 parental leave times her normal weekly hours.

This provision only applies to employees with-at least 10 months of continuous service at the hospital prior to the commencement of the parental leave.

The employee does not have any vested right except to receive payments for the covered unemployment period. The plan provides that payment in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan.

Note: Effective April 1, 2001, the SUB top-up level increases from 75% to 84%.

(iii) (Applicable to full-time employees only)

Where an employee has become a natural father or has qualified to adopt a child and has at least 10 months of service at the commencement of his/her approved parental leave, such employee may be entitled to extend the parental leave up to an aggregate of six (6) months without pay. Such employee shall advise the Hospital as far in advance as possible of their qualifying to adopt, and shall request the leave of absence in writing upon receipt of confirmation of the pending adoption. Such request for an extension of the parental leave shall not be unreasonably withheld.

It is understood that during any such extension of the parental leave, credit for service or seniority for the purposes of salary increments, vacations, sick leave, or any other benefits under any provisions of the collective agreement 'or elsewhere' shall be suspended during such leave and the employee's anniversary date adjusted accordingly. In addition, the employee will become responsible for full payment of subsidized employee benefits in which he or she is participating for the period of the absence.

(Applicable to part-time employees only)

Where an employee has become a natural father or has qualified to adopt a child and has at least 10 months of service at the commencement of his/her approved parental leave, such employee may be entitled to extend the parental leave up to an aggregate of six (6) months without pay. Such employee shall advise the Hospital as far in advance as possible of their qualifying to adopt, and shall request the leave of absence in writing upon receipt of confirmation of the pending adoption. Such request for an extension of the parental leave shall not be unreasonably withheld.

It is understood that during any such extension of the parental leave seniority and service do not accumulate.

14.06

Education Leave

Where the Hospital directs and the employee agrees to take an educational course to upgrade or acquire new employment qualifications such employee shall not lose regular pay because of necessary absence from work due to participation in such course. The Hospital shall pay the full cost of such course in advance. The Employee may apply to the Hospital for a reasonable advance to cover additional costs associated with the course.

14.07 Pre-Paid leave

(For details on Pre-Paid Leave see Article 29.04)

ARTICLE 15 - SICK LEAVE AND LONG-TERM DISABILITY

NOTE: The provisions of Article 15, Sick Leave and Long-Term Disability, apply to full-time employees only.

15.01 The Hospital shall provide a short-term sick leave plan at least equivalent to that described in the 1992 Hospitals of Ontario Disability Income Plan (HOODIP) brochure.

Copies of the HOODIP brochure will be made available to employees upon request.

15.02 The Hospital will pay seventy-five percent (75%) of the billed premium towards coverage of eligible employees under the long term disability plan (HOODIP or equivalent); employees shall pay the balance of the billed premiums through payroll deduction.

15.03 The Hospital 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.

15.04 Effective April 1, 2000, employees with 4 or more years service will be paid at the 100% benefit level for all incidences of absence covered by HOODIP.

15.05 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.

15.06 An employee who is absent from work as a result of an illness or injury sustained at work and who has been awaiting approval of a claim for Worker's Compensation for a period longer than one complete pay period may apply to the Hospital for payment equivalent to the lesser of the benefit the employee would receive from Workers' Compensation if the employee's claim was approved, or the benefit to which the employee would be entitled under the short term sick portion of the disability income plan (HOODIP or equivalent plan). Payment will be provided only if the employee provides evidence of disability satisfactory to the Hospital and a written undertaking satisfactory to the Hospital that any payments will be refunded to the Hospital following final determination of the claim by The Workers' Compensation Board. If the claim for Workers'

Compensation is not approved, the monies paid as an advance will be applied towards the benefits to which the employee would be entitled under the short term portion of the disability income plan. Any payment under this provision will continue for a maximum of fifteen (15) weeks.

H – SICK LEAVE CREDITS (LOCAL)

H – 1 ***Employees who have signed individual agreements concerning sick leave credits (old sick leave plan) shall be entitled to same in accordance with the terms of the agreements in addition to the benefits set out in this Article.***

ARTICLE 16 - HOURS OF WORK & OVERTIME

16.01 Work Week and Work Day

(a) (Applicable to full-time employees only)

The normal or standard work week shall be an average of thirty-seven and one-half (37%) hours, with a normal or standard work day of seven and one-half (7%) hours except in those Hospitals where agreements already provide a standard or normal work week of less than thirty-seven and one-half (37%) hours per week and seven and one-half (7%) hours per day. (Those Hospitals with the lesser required hours shall reflect in the salary rates a pro-rata lesser amount compared with salaries for other Hospitals based on the ratio that the standard or normal hours of work at the Hospital concerned are to thirty-seven and one-half (37%) hours and shall appropriately reflect such hours in this Article).

The length of time over which the hours of work per week are to be averaged shall be determined locally and shall be set out in the Local Provisions Appendix.

(b) (applicable to part-time employees only)

The normal or standard work day shall be seven and one-half (7%) hours per day and the normal or standard full-time work week shall be an average of thirty-seven and one-half (37%) hours per week except in those hospitals where agreements already provide a normal or standard work day of less than seven and one-half hours and a normal or standard full-time work week of less than thirty-seven and one-half (37%) hours. (Those Hospitals with the lesser required hours shall reflect in the salary rates a pro-rata lesser amount compared with salaries for other Hospitals based on the ratio that the standard or normal hours work at the Hospital concerned are to thirty-seven and one-half (37%) hours and shall appropriately reflect such hours in this article.)

Part-time employees shall be entitled to overtime pay at the rate of time

and one-half their regular straight time hourly rate for all hours worked in excess of the normal or standard work day or in excess of the normal or standard full-time work week.

The length of time over which the hours of work per week are to be averaged shall be determined locally and shall be set out in the Local Provisions Appendix.

I - HOURS OF WORK, OVERTIME AND SCHEDULING (LOCAL)

I - 1 *The normal hours of work for all part-time employees within this bargaining unit shall be up to seven and one-half (7 ½) hours per day excluding the lunch period which shall be unpaid.*

I - 2 *Part-time Work Distribution*

- a) *The Employer shall use its best efforts to ensure that part-time work is allocated on a scheduled rather than a casual basis whenever practicable.*
- b) *Where part-time employees are scheduled on a predetermined basis, the Employer will endeavour to divide the available hours as equally as practicable amongst the part-time employees who normally perform the work.*
- c) *Shifts not scheduled on a pre-determined basis shall be distributed as equally as practicable amongst the employees who normally perform the work. The Employer will not be responsible for its inability to contact such part-time employees.*
- d) *If an employee has been granted permission to be unavailable for a certain time period, or is absent due to sickness or accident, he is deemed to have waived his right to equal distribution of shifts.*
- e) *Assignments to a temporary full-time position shall be exempt from (b) and (c) above.*

I - 3 *Part Time Tour and Standby*

Tour and Standby schedules shall be posted in advance, except in cases of emergencies beyond the control of the Employer, for a period of eight (8) weeks' minimum and be posted four (4) weeks in advance. The schedules shall correlate with the Employer's pay period.

I - 4 *Scheduling Regulations Child & Youth Workers and Withdrawal Management Service Workers* ✓

Child & Youth Workers and Withdrawal Management Service Workers employed in residential services shall work on a shift schedule which shall

conform to the following principles:

- a) *There shall be two (2) consecutive days off per week. The week for scheduling purposes shall start at 2330 hours on Sundays.*
- b) *An employee shall work a maximum of seven (7) consecutive shifts at a time.*
- c) *There shall be a minimum of twelve (12) hours off between shifts.*
- d) *Shift schedules shall be posted four (4) weeks in advance.*
- e) *There shall be a minimum of three (3) weekends off in any eight (8) week period. Where the Employer is unable to schedule three (3) weekends off in an eight (8) week period, the employee shall be entitled to two (2) shift credits in the overtime bank or be paid at the overtime rate for all hours worked that weekend at the discretion of the employee for each weekend short of the scheduling objective set out above*
- f)
 - i) *The Employer shall not change shift schedules with less than sixteen (76) hours notice. This clause will not apply to changes initiated by an employee.*
 - ii) *The Employer shall not re-assign an employee from one of the four (4) afternoon shifts to another on a given day with less than three (3) hours notice.*
 - iii) *Where an employee receives less than either the appropriate sixteen (16) hours' notice or three (3) hours' notice of shift change as described above, the employee may refuse such shift changes without discipline and will work the shift as originally scheduled except that*
 - iv) *if none of the employees who are scheduled to work on the Unit on the shift in question agrees to shift change, then the Employer may direct the most junior employee on that shift to report for the changed shift.*
- g) *There shall be a minimum of three (3) tours of duty before an employee is rotated between the day and afternoon shifts, but this does not apply to rotations within the group of four (4) afternoon shifts. If the shift change is immediately preceded by a day off this section does not apply.*
- h) *Child & Youth Workers and Withdrawal Management Service Workers will normally be employed to work on a rotating shift schedule. The Employer will consider requests from employees who are willing to work permanently on either the afternoon or night shifts. It is understood that the Employer may require such employees to report on a different shift for purposes of training and*

evaluation.

- i) *The scheduling provisions of this Article shall be suspended from December 15 to January 15, inclusive in order that employees shall be scheduled off work either Christmas Day and Boxing Day or New Year's Eve and New Year's Day on an alternate year basis. Employees shall retain their normal rights with respect to mutual shift changes.*
- j) *The Employer will not consider special requests for individual employees when drafting a work schedule. An employee who wishes to change his scheduled shift shall find another employee who will agree to an exchange of shifts and then obtain the approval of the applicable supervisor. It is understood that an exchange of shifts shall not result in any additional costs to the Employer.*
- k) *There shall be an equitable distribution of days, afternoons and night shifts to **full-time** employees in each unit over a calendar year, except where arrangements are made pursuant to item (h) or (j) of this clause.*
- l) *If the Employer schedules a single day off without mutual consent, the employee's next tour worked shall be paid at one and one-half (1-1/2) times her regular straight time hourly rate of pay.*
- m) *If the Employer requires an employee to work shifts on more than seven (7) consecutive days without her consent, she shall be entitled to payment at one and one-half (1-1/2) times her regular straight time hourly rate for all shifts worked in excess of seven (7) consecutive days.*
- n) *Where an employee is required to rotate from one shift to another after less than three (3) tours of duty, she shall be paid at one and one-half (1-1/2) times her regular straight time hourly rate for each shift so worked.*
- o) *Where this Article provides for payment at one and one-half (1-1/2) times an employee's regular straight time hourly rate, the Employer may elect to pay the employee at her regular hourly rate for all hours worked and credit one-half (1/2) hour to the overtime bank of the employee for each hour so worked.*

I - 5

Meal Breaks for Child & Youth Workers and Withdrawal Management Service Workers

- a) *The duration of the meal break shall be one-half (1/2) hour.*
- b) *Employees shall take a meal break during the shift and shall coordinate the timing of meal breaks with the Shift Coordinator or Supervisor.*

- c) *Meal breaks will be scheduled on all shifts.*
- d) *In the event that it is necessary for an employee to attend to the needs of a client during the period of his meal break, he shall be entitled to take the break at some other point during the shift.*

NOTE: *Reference Appendix I*

- (c) Where the Hospital and the Union agree, subject to the approval of the Ministry of Labour, other arrangements regarding hours of work may be entered into between parties on a **local** level with respect to tours beyond the normal or standard work day in accordance with the provisions set out in Article 25.01 of the collective agreement.

16.02 Rest Periods

- (a) (applicable to full-time employees only)

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

- (b) (applicable to part-time employees only)

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

16.03 Overtime Definition

Overtime shall be defined as being all hours worked in excess of the normal or standard work day, or in excess of the normal or standard work week. The overtime rate shall be one and one-half (150%) times the regular straight time hourly rate of pay.

J - DISTRIBUTION OF OVERTIME (LOCAL)

(Applicable to Child and Youth Workers and Withdrawal Management Service Workers)

J - 1 *Non-premium Payment Overtime for Child and Youth Workers and Withdrawal Management Service Workers*

In the event the Employer is unable to assign required work on a non-premium payment basis overtime will be offered in the following manner. All full-time employees will be placed on call-in rotation lists by classification in order of seniority. Employees shall be called and offered available overtime shifts in the order they appear on the applicable rotation list. Use of the rotation lists to call full-time employees shall be continuous with the Employer starting to call full-time employees where

the calling process left off at the last instance of use. Full-time employees shall be afforded 15 minutes to accept the shift save and except where the shift commences in less than twelve (12) hours time.

NOTE: Article 16.04 is applicable to full-time employees only.

16.04 Overtime/Call Back Accumulation

Where an employee has worked and accumulated approved overtime hours (other than overtime hours related to paid holidays) or has accumulated hours for Call Back up to a maximum, then such employee shall have the option of electing payment at the applicable overtime rate or time off equivalent to the applicable overtime rate (i.e. where applicable rate is one and one-half times, then time off shall be at one and one-half times). Where an employee chooses the latter option, such time off must be taken within the period set out in the Local Provisions Appendix, or payment in accordance with the former option shall be made. Further, such time off must be taken at a time mutually agreeable to the Hospital and employee.

The maximum for purposes of overtime/call back accumulation and the scheduling of time off shall be determined locally and shall be set out in the Local Provisions Appendix.

K - OVERTIME/CALL BACK ACCUMULATION (LOCAL)

K - 1 Banked overtime shall be taken during the Employer's fiscal year. If the overtime is not taken by February of any year it shall be scheduled as time off by the employee's Supervisor.

16.05 Missed Meal Breaks

(a) (applicable to full-time employees only)

If an employee is authorized to work, during the lunch break, due to the requirements of patient care, he will be paid time and one-half (1½) his regular straight time hourly rate for all time worked in excess of his normal daily hours.

(b) (applicable to part-time employees only)

If an employee is authorized to work, during the lunch break, due to the requirements of patient care, he will be paid his regular straight time hourly rate for all hours worked. Notwithstanding this provision, he will be paid time and one-half (1½) his regular straight time hourly rate for all time worked in excess of the normal or standard work day.

ARTICLE 17 - PREMIUM PAYMENTS AND TRANSPORTATION/MEAL ALLOWANCE

17.01 Standby

An employee required to standby or remain available for call-back duty on other than regular scheduled hours shall be paid at the rate of two dollars and fifty cents (\$2.50) per hour of standby time. Where such standby falls on any of the designated holidays listed in the collective agreement, the employee shall be paid at the rate of three dollars (\$3.00) per hour of standby time. Hours worked for call-back shall be deducted from hours for which the employee receives standby pay. However, an employee shall be entitled to a minimum of five dollars (\$5.00) for each eight hour period on standby even if called back to work.

NOTE: Article 17.02 is applicable to full-time and regular part-time employees only.

17.02 Call Back

An employee who is called to work after leaving the Hospital premises and outside of his regular scheduled hours, shall be paid a minimum of no less than two (2) hours' pay (except those Hospitals where 2½ or 3 hours is applicable; such hospitals shall appropriately reflect the applicable hours in this article) at time and one-half (1½) his regular straight time hourly rate for work performed on each call-in. In the event that such two (2) hour period overlaps and extends into his regular shift he will receive the two (2) hour guarantee payment at time and one half (1½) and his regular hourly rate for the remaining hours of his regular shift. The reference to leaving the Hospital premises referred to above will not be applicable where an employee remains in the Hospital on standby arrangement with the Hospital.

NOTE: Applicable to part-time employees only.

For purposes of clarification, Article 17.02 does not apply to prescheduled hours of work. Article 17.02 does not apply where the employee elects to work additional unscheduled hours made available by the Hospital.

17.03 Shift Premium

An employee shall be paid a shift premium of one dollar (\$1.00) per hour for each hour worked which falls within the normal hours of the evening shift and one dollar and twenty-five (\$1.25) cents for each hour worked which falls within the normal hours of the night shift provided that such hours exceed two (2) hours if worked in conjunction with the day shift. For purposes of this provision, the normal or standard evening and night shift each consist of 7.5 hours. For those hospitals with lesser required hours as provided for in Article 16.01, the length of the evening and night shift will be adjusted accordingly. Shift premium will not form part of the employee's straight time hourly rate.

17.04 Weekend Premium

An employee shall be paid a weekend premium of one dollar and thirty-five cents (\$1.35) per hour for each hour worked between 2400 hours Friday to 2400 hours Sunday or such other 48 hour period that the Hospital may establish. If an employee is in receipt of premium payment pursuant to a local scheduling

regulation with respect to consecutive weekends worked, he will not receive weekend premium under this provision.

17.05 Meal Allowance

An employee who continues to work more than two (2) hours of overtime immediately following his scheduled hours of work, shall be provided with a meal voucher valued at a maximum of four dollars (\$4.00) or four dollars (\$4.00) if the Hospital is unable to provide a meal voucher.

17.06 Transportation Allowance

When an employee is required to travel to the Hospital, or to return to his home, as a result of being called back to work outside of his ~~regularly~~ scheduled hours, the Hospital will pay transportation costs either by taxi or by his own vehicle at the rate of (amounts to be determined locally and will be set out in the Local Provisions Appendix) or such greater amount that the Hospital may in its discretion determine for each trip. The employee will provide to the Hospital satisfactory proof of payment of such taxi fare.

L - MEAL ALLOWANCES (LOCAL)

L - 1 *The Employer shall reimburse employees for meal expenses authorized by the Employer.*

Daily Meal Allowance

Breakfast - actual cost to maximum \$5.50;

Lunch - actual cost to maximum \$1 1.00;

Dinner - actual cost to maximum \$ 16.50.

Gratuities and taxes are included in the actual costs of the meals.

L - 2 *Meal allowances shall only apply when an employee is required to travel on Northeast Mental health Centre business in excess of twenty-four (24) kilometers from her assigned work place and the meal hour falls during the time that she is traveling or at work. For staff assigned to the Community Clinics Department, the meal allowance shall not apply to travel within the catchment area of the Clinic to which the employee is assigned.*

L - 3 *An employee who is required to work four (4) hours or more of overtime shall receive, at the discretion of the Employer, either a meal or the appropriate meal allowance in accordance with the paragraph a) of this Article.*

L - 4 *When an employee receives prior authorization from her Immediate supervisor to attend a meeting involving a meal, she shall be reimbursed for the meal expenses in accordance with paragraph a) of the Article.*

M - TRAVEL EXPENSES (LOCAL)

- M - 1** *Effective April 1, 2001, an employee who is required to use her vehicle for Northeast Mental Health Centre business should be paid thirty-three cents (\$0.33) per kilometer plus 2 cents (\$0.02) GST per kilometer or in accordance with Employer policy as may be amended from time to time, whichever is greater.*
- M - 2** *Employees who volunteer to transport patients in their personal vehicles must have \$1,000,000.00 (one million dollars) public liability and property damage insurance,*
- M - 3** *An additional five cents per kilometer will be paid where the employee uses their personal vehicle for authorized business, use as compensation for the higher cost between personal and business insurance. Travel for education purposes does not constitute business use under this provision.*

N - TIME CREDITS WHILE TRAVELING (LOCAL 1)

- N - 1** *Employees shall be credited with all time spent in traveling outside of working hours when authorized by Employer.*
- N - 2** *Travel for mandatory education purposes outside of working hours is included in this provision. Travel for optional/elective education programs will be negotiated with the program or service manager.*
- N - 3** *When travel is by automobile and the employee travels directly from his home or place of employment, time will be credited from the assigned hour of departure until he reaches his destination and from the assigned hour of departure from the destination until he reaches his home or place of employment.*
- N - 4** *When travel is by public carrier, except municipally operated transit systems, time will be credited from one (1) hour before the scheduled time of departure of the carrier until one (1) hour after the actual arrival of the carrier at the destination.*
- N - 5** *All traveling time shall be paid at the employee's basic hourly rate or where mutually agreed, by compensating time.*
- N - 6** *Travel from home to the regular place of work.. and vice versa, does not qualify for time credits under this provision.*

17.07 **Responsibility Pay**

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

17.08 Time Off Between Shifts

Failure to provide the minimum number of hours ~~of~~ **between** the commencement of an employee's scheduled shift and the commencement of such employee's next scheduled shift shall result in payment of one and one-half (1½) times the employee's regular straight time hourly rate for only those hours which reduce the minimum hour period.

Where the minimum period is reduced as a result of an approved change of shift(s) requested by the employee(s), such premium payment shall not apply.

The minimum number of hours for purposes of this Article shall be determined locally and will be set out in the Local Provisions Appendix.

17.09 Change of Schedule

(a) (applicable to full-time employees only)

Where an employee's schedule is changed by the Hospital with less than twenty-four (24) hours notice, she shall receive time and one-half (1½) of her regular straight time hourly rate for all hours worked on her next shift.

(b) (applicable to regular part-time employees only)

Where a regular part-time employee's scheduled shift is cancelled by the Hospital with less than twelve (12) hours notice, she shall receive time and one-half (1½) of her regular straight time hourly rate for all hours worked on her next shift

(The following clause related to No Pyramiding will be incorporated into all collective agreements:)

17.10 No Pyramiding

Premium payment (including both overtime and holiday premium payment) shall be calculated and paid under one provision of this Agreement only, even though hours worked may be premium payment hours under more than one provision. In such circumstances the highest premium will be applied. The provision of this clause will not negate any entitlement to shift premium, call-back, standby, or weekend premium.

O – REPORTING PAY (LOCAL)

O – 1 *A full-time employee who reports for work as scheduled, unless otherwise notified by the Employer, shall receive an minimum of four (4) hours' pay at her regular straight time hourly rate.*

O – 2 *This Article shall not apply when an employee is returning to work from an illness or accident, without having given her immediate supervisor thirteen (13) hours' notice.*

ARTICLE 18 - PAID HOLIDAYS

18.01 (a) (Applicable to full-time employees only)

The collective agreements shall provide twelve (12) paid holidays with appropriate payment to all employees who have completed twenty (20) days worked with the employer, provided that he fulfils the qualifying conditions, if any, set out in the respective collective agreements. It is understood that the list of paid holidays may include a combination of designated and non-designated days such as float days, anniversary days, and birthdays.

(b) (Applicable to part-time employees only)

The collective agreements shall list twelve (12) holidays for purposes of payment for work performed on such holidays.

18.02 (a) (Applicable to full-time employees only)

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 (1½) his regular straight time rate of pay for all hours worked on such holiday, subject to Article 18.03. In addition, he will receive a lieu day off with pay in the amount of his regular straight time hourly rate of pay times seven and one-half (7½) hours, except in those hospitals which have a standard work day of less than seven and one-half (7½) hours in which case holiday pay will be based on the standard daily hours in that hospital. The scheduling of lieu days shall be determined locally and shall be set out in the Appendix of Local Provisions.

(b) (Applicable to part-time employees only)

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 his regular straight time rate of pay for all hours worked on such holiday, subject to Article 18.03.

18.03 Where the employee is required to work on a paid holiday for which he is paid at the rate of time and one-half (1½) 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 tour for such employee) he shall receive two (2) times his regular straight time hourly rate for such additional hours worked.

18.04 (Applicable to full-time employees only)

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

P - HOLIDAYS (LOCAL)

P - 1 *The following days shall be recognized as paid holidays for all full-time employees who have completed one (1) month of employment:*

- | | | | |
|-----|----------------|-----|------------------|
| 1. | New Year's Day | 6. | August Civic |
| 2. | Good Friday | 7. | Labour Day |
| 3. | Easter Monday | 8. | Thanksgiving Day |
| 4. | Victoria Day | 9. | Christmas Day |
| 5. | Canada Day | 10. | Boxing Day |
| 11. | Float Day | 12. | Float Day |

P - 2 Floating Holidays

Scheduling of the two floating holidays will be as follows:

- (a) *All employees who have been employed for three (3) calendar months or more, shall be entitled to two (2) floating holidays in each calendar year under the following conditions:*
- i) *The holiday shall be taken at a mutually agreeable time provided the employee requests the holiday in writing at least one (1) week before the schedule is posted for the period in which the holiday is requested, and the answer shall be given in writing as soon as practicable. If the employee has not scheduled the two (2) floating holidays before December 1st in any calendar year, the holiday will be scheduled by the supervisor.*
 - (b) *Where there is a conflict between two (2) or more employees as to the chosen date, seniority shall be the governing factor, subject to the efficient operation of the Employer.*
 - (c) *If and when the Government of Ontario declares Heritage Day or any other day as a holiday, it shall replace one of the floating holidays in all respects.*
 - (d) *Part-time employees shall receive either Christmas Day and Boxing Day or New Year's Eve and New Year's Day off on an alternate year basis unless other arrangements are made by mutual agreement.*

ARTICLE 19 - VACATIONS

19.01 (a) (Article 19.01(a) is applicable to full-time employees only)

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

Registered Technologist and higher classifications shall receive three (3) weeks vacation after one (1) year of continuous service, and four (4) weeks vacation after three (3) years of continuous service.

Employees below the Registered Technologist classification who have completed less than one (1) year of continuous service shall be entitled to a vacation on the basis of .83 days per month for each completed month of service with pay in the amount of 4% of gross earnings.

Employees below Registered Technologist shall receive two (2) weeks vacation after one (1) year of continuous service, three (3) weeks vacation after two (2) years of continuous service and four (4) weeks vacation after five (5) years of continuous service.

All employees shall receive five (5) weeks vacation after fifteen (15) years of continuous service and six (6) weeks vacation after twenty-five (25) years of continuous service.

(b) (Article 19.01(b) is applicable to regular part-time employees only)

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

Equivalent years of service shall be used to determine vacation pay entitlement. Equivalent years of service shall be calculated on the basis of one (1) year of service for each 1650 hours worked.

Notwithstanding this provision, the calculation of service for purposes of vacation entitlement will include service accrued during a pregnancy leave or parental leave on the basis of seniority accrual during such leaves in accordance with Article 10.03 (a) (ii) of the agreement.

NOTE: Employees hired prior to April 17, 1985 who are currently enjoying vacation benefits superior to those set out above shall continue to receive such superior benefits.

NOTE: Article 19.02 is applicable to full-time employees only.

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

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

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

- 19.03 Should an employee terminate with less than two weeks notice of termination, the vacation pay requirements of the Employment Standards Act will apply.

Q - VACATION SCHEDULING AND 4) (LOCAL)

- Q - 1 *Vacation time shall be allotted considering the wishes of the employees and the efficiency of the operations of the Employer.*
- Q - 2 *Where two (2) or more employees desire the same vacation date, the seniority shall prevail provided it does not interfere with the efficient operation of the Employer. It is understood that of necessity, the Employer must reserve the final decision as to the scheduling of vacations.*
- Q - 3 *Vacation entitlement shall be prorated on a bi-weekly basis and the available hours shall be recorded on each employee's pay stub. Generally, employees should be encouraged to take vacation within a twelve (12) month period from the time it is earned. Exceptions will be allowed in, extenuating circumstances with the written approval of the employee's Director.*
- Q - 4 *At no time can an employee accrue in excess of two years of vacation entitlement.*
- Q - 5 *The Employer will pay part-time vacation pay on each pay.*

ARTICLE 20 - HEALTH AND WELFARE BENEFITS

NOTE: The provisions of Articles 20.01 to 20.03 with respect to Health and Welfare Benefits apply to full-time employees only.

- 20.01 The Hospital agrees to contribute towards the premium coverage of participating eligible employees in the active employ of the Hospital under the insurance plans as set out in Article 20.01 subject to their respective terms and conditions including any enrolment requirements. For newly hired employees, coverage as set out in Article 20.01 shall be effective the first billing-date in the month following the month in which the employee was first employed subject to any enrollment or other requirements of the Plan. In no instance shall the first billing

date for an-employee occur later than the first day of the fourth full-month following the month in which the newly-hired employee was first employed:

(a) Semi-Private Hospital Insurance

The Hospital agrees to pay seventy-five (75%) of the billed premiums towards coverage of eligible employees in the active employ of the Hospital under the Liberty Health Plan or comparable coverage with another carrier.

(b) Extended Health Care

The Hospital shall contribute on behalf of each eligible employee seventy-five percent (75%) of the billed premium under the Extended Health Care Plan (Liberty Health \$15-25 deductible plan including hearing aids with a maximum of \$300.00 per person and vision care with a maximum of \$150.00 every 24 months per person, or its equivalent) provided the balance of the monthly premium is paid by-employees through-payroll deduction. Any Hospital currently paying more than 75% of the premium shall continue to do so. The drug formulary shall be as defined by Liberty Health Formulary Three.

Note: The change of vision care maximum is effective April 1, 2001.

(c) Dental

The Hospital agrees to contribute seventy-five percent (75%) of the billed premiums towards coverage of eligible employees in the active employ of the hospital under the Liberty Health Dental Plan #9 (or its equivalent) based on the current ODA fee schedule provided the balance of the monthly premiums are paid by the participating employees through payroll deduction. Employees will be enrolled in the existing Plan in accordance with the terms and conditions of the Plan. The Plan shall provide for recall oral examination to be covered once every 9 months.

Effective April 1, 2001, orthodontic coverage will be included for participating employees on a 50/50 co-insurance basis, with a lifetime maximum of \$1,000 per insured person.

(d) Group Life Insurance

The Hospital shall contribute one hundred percent (100%) toward the monthly premium of HOOGLIP or other equivalent group life insurance plan in effect for eligible full-time employees in the active employ of the Hospital on the eligibility conditions set out in the existing Agreements.

(e) Same Sex Partner Coverage

Coverage will be available to an employee and his or her same sex partner, and their dependants in accordance with the terms and conditions of the plans.

20.02 Change of Carrier

It is understood that the Employer may at any time substitute another carrier for any Plan (other than OHIP) provided the benefits are equivalent and are neither reduced or increased. The Employer shall provide to the Union full specifications of the benefit programs contracted for before implementation of any change.

20.03 Pension

All present employees enrolled in the Hospital's Pension Plan shall maintain their enrolment in the Plan subject to its terms and conditions. New employees and employees employed but not yet eligible for membership in the Plan shall, as a condition of employment, enrol in the Plan when eligible in accordance with its terms and conditions.

20.04 Divisible Surplus

The parties agree that any surplus, credits, refunds or reimbursements excluding sick leave and/or pension credits, under whatever name accrue to and for the benefit of the Hospital.

20.05 Part-Time Benefits

A part-time employee **shall** receive in lieu of all fringe benefits (being those benefits to an employee, paid in whole or in part by the hospitals, as part of direct compensation or otherwise, including holiday pay, save and except salary, vacation pay, standby pay, call-in pay, responsibility pay, jury and witness duty, bereavement leave, and pregnancy and parental supplemental unemployment benefits) an amount equal to 14% of his regular straight time hourly rate for all straight time hours paid. For part-time employees who are members of the Hospital's pension plan the percentage in lieu of fringe benefits is twelve percent (12%).

20.06 Benefits on Lay-off

Effective for employees whose actual lay-off date is April 1, 2000 or after, such employees are entitled to the Extended Health and Dental benefits. Employees will be able to buy those benefits at 100% employee cost. The employee will be responsible for making appropriate arrangements with the Hospital for payment of both the employer and employee portions of the premium costs. The employee will be able to access these benefits for a maximum of 12 months from the date of their actual lay-off.

20.07 Benefits on Sick Leave

Effective for absences beginning on or after April 1, 2000, the Hospital will pay the employer portion of the benefit premiums while an employee is on sick leave, including the EI period prior to the commencement of long term disability and LTD, to a maximum of 30 months from the date the absence began.

ARTICLE 21 - MODIFIED WORK

21.01 Modified Work

In order to facilitate a safe return to work, in compliance with the Workplace Safety and Insurance Act, the Ontario Human Rights Code, the collective agreement and other applicable legislation, the parties will endeavour to provide fair and consistent practices to accommodate employees who are ill, injured or permanently disabled.

21.02 Modified Work

Where the Hospital and the Union agree, the Hospital may implement modified/rehabilitative work programs in order to assist employees returning to work following illness or injury. To facilitate these programs, it is understood and agreed that provisions of the collective agreement may, where agreed, be varied. The specific terms of the program will be signed by the Hospital and the Union.

ARTICLE 22 - CONTRACTING OUT

22.01 The Hospital shall not contract out work currently performed by members of this bargaining unit if, as a result of such contracting out, a layoff of any bargaining unit employees occurs. This clause will not apply in circumstances where the Hospital no longer provides particular services as a result of the rationalization or sharing of services between Hospitals in a particular geographic district, or as a result of the withdrawal of the Hospital's license to perform such services.

ARTICLE 23 - WORK OF THE BARGAINING UNIT

23.01 Supervisors or Managers excluded from the bargaining unit shall not perform duties normally performed by members in the bargaining unit which shall directly cause or result in the layoff, loss of seniority or service or reduction in benefits to members in the bargaining unit.

ARTICLE 24 - CONTINUING EDUCATION

24.01 The Hospital and the Union recognize that continuing education is important for all employees and that they have shared interests and responsibilities in ensuring equitable access to it. Therefore:

- (i) The Local Parties will endeavour to maximize internal opportunities for training and development which may include but are not limited to: lunch hour programs, guest lecturers, trained employees training other employees, teleconferences, and access to in-house programs/seminars.

- (ii) Continuing education opportunities will be communicated within the department(s). Where access to an opportunity is limited, the Hospital will identify pertinent selection criteria, terms of payment, etc. Decisions about continuing education opportunities will be made at the departmental level within the context of employee, Hospital, and department/program needs.
- (iii) Where the employee requests it, the Hospital and the employee will jointly create an Annual Development Plan outlining continuing education goals and objectives.
- (iv) In the event of dissatisfaction with the way in which continuing education decisions are made at the departmental level, the issue will be considered by a continuing education sub-committee of the Labour Management Committee. This sub-committee will consider opportunities, employee needs, Hospital needs and department/program requirements. The sub-committee may make recommendation(s) to the Hospital.

ARTICLE 25 - COMPENSATION

25:01

When a new classification in the bargaining unit is established by the Hospital, or the Hospital makes a substantial change in the job content of an existing classification, the Hospital shall advise the Union of such new or substantially changed classification and the rate of pay which is established. If so requested within thirty (30) calendar days of such advice, the Hospital agrees to meet with the Union to permit the Union to make representations with respect to the appropriate rate of pay, providing any such meetings shall not delay the implementation of the new or substantially changed classification. Where the Union challenges the rate established by the Hospital and the matter is not resolved following the meeting with the Union, the matter may be referred to arbitration in accordance with the arbitration provisions contained in this collective agreement, it being understood that any arbitration board shall be limited to establishing an appropriate rate based on the relationship existing among other classifications within the Hospitals (which are covered by the O'Shea award) and the duties and responsibilities involved. It is further understood and agreed that when determining the appropriate rate, primacy must be given to the relationship between job classifications covered by this collective agreement and that such relativity must be maintained. Each change in the rate established by the Hospital either through meetings with the Union or by a Board of Arbitration shall be retroactive from the time at which the new or substantially changed classification was first filled.

25.02

Claim for recent related experience, if any, shall be made in writing by the employee at the time of hiring on the application for employment form or otherwise. The employee shall cooperate with the Hospital by providing verification of previous experience. The Hospital will credit the employee with one increment on the salary scale for every two years of recent, related, full-time

experience, as determined by the Hospital, to a maximum of two increment levels below the maximum of the salary scale.

For the purposes of this clause, as it applies to part-time employees, part-time experience will be calculated on the basis of 1650 hours worked equalling one year of experience.

NOTE: Where existing collective agreements have provisions for recent related experience credit superior to the above provisions, such provisions shall continue to be in effect.

(Article 25.03 is applicable to part-time employees only)

25.03 Part-time employees will accumulate service for purposes of progression on the salary grid, on the basis of one year of service for each 1650 hours worked.

Notwithstanding this provision, the calculation of service for purposes of progression on the salary grid will include service accrued during a pregnancy leave or parental leave on the basis of seniority accrual during such leaves in accordance with Article 10.03 (a)(ii) of the agreement.

25.04 Wage grids for those job classifications not covered by the Central wage grids are an appropriate subject matter for Local Negotiations. Notwithstanding the foregoing, those non-standard job classifications will receive general wage increases in accordance with the centrally negotiated agreement.

ARTICLE 26 - SUPERIOR BENEFITS

26.01 The Central Parties wish to encourage non-participating Hospitals and Bargaining Units to join the central OPSEU and Participating Hospitals bargaining process.

Therefore, the parties agree:

- 1) a) Each of the Local Parties can retain up to three (3) conditions that exist in their current collective agreement that either party considers to be superior to the current Central Agreement. The parties will negotiate which items may be kept as Superior Conditions. Term may not be retained as a Superior Condition.
- b) Should the Local Parties agree that wages is one of the Superior Conditions to be protected under this article, they must also address how future Centrally Negotiated wage increases apply to the Local Parties' Agreement. This determination of applicability of Centrally Negotiated future wage increases must be dealt with in these negotiations.
- 2) The Local Parties must agree to adopt Central Language in their collective agreement, with the exception of the agreed upon Superior Conditions (see 1 above).

- 3) The Superior Conditions will remain in force for a maximum period of the duration of the ~~two~~ Central Agreement terms following the expiry of the Central Agreement in force at the time that the Local Parties joined the Central Process.
- 4) The Local Parties have only one opportunity to join the Central Process with the protection of these Superior Conditions. Should they leave the Central Process and later rejoin, they will not have access to the same opportunity.

26.2 Existing rights, privileges, practices, terms or conditions of employment which may be considered to be superior to those contained herein shall be deemed not to continue in effect unless specifically retained by this agreement.

R - SUPERIOR CONDITIONS (LOCAL)

R - 1 *The calculation of Part Time hours for seniority purposes shall be:*

- (a) *1500 hours Pre April 1st 2001*
- (b) *1650 hours Post April 1st 2001 (Central Article 10.04 refers)*

R - 2 *Vacation - full time employees*

(a) *All employees shall receive the following vacation entitlements:*

- i)** *Three (3) weeks vacation after completion of one (1) year continuous service.*
- ii)** *Four (4) weeks vacation after the completion of three (3) years of continuous service.*
- iii)** *Five (5) weeks vacation after completion of twelve (12) years of continuous service.*
- iv)** *Six (6) weeks of vacation after completion of twenty five (25) years of continuous service.*

R - 3 *New Classifications*

- (a) *Notwithstanding the clarity note in the Certificates issued by the Ontario Labour Relations Board, when a new classification is to be created or an existing classification is to be substantially changed, the Employer shall notify the Union and the parties shall meet within thirty (30) days to negotiate the salary range for the new or revised classification. If the parties fail to reach agreement on the new salary range, the Employer shall set the range subject to the right of the Union to have the matter resolved by arbitration in accordance with Article 8 if a request is made within thirty (30) days of the installation of the new range.*

ARTICLE 27 - MULTI-SITE ISSUES

27.01 Where multi-site location operations currently exist, or are anticipated, either party may bring forward issues for local bargaining in accordance with the Memorandum of Conditions for Joint Bargaining. Where a new multi-site or location operation arises after the signing of the collective agreement, at the request of either party, the parties will enter into negotiations to effect an agreement to address multi-site location issues.

Such an agreement may encompass issues that have traditionally been deemed to be Central, subject to approval by the Central Parties. The issues appropriate for local negotiation may include, but are not restricted to: the process used to determine who works where and when, transportation allowance, cost of transportation (including parking), travel time, definition of headquarters, job posting procedure, health and safety, union committees, standby, call back, and scheduling. The Local Parties may wish to use the Flexible Tours Model Agreement to address Hours of Work. Issues that are not appropriate for local negotiation are: Layoff and Recall, Hours of Work and Overtime (unless amended through the Model Agreement with respect to Innovative Scheduling/Flexible Scheduling Agreement).

Where the Local Parties are unable to negotiate an agreement on language that modifies central issues, the Central Parties will be invited to provide assistance. Where assistance from the Central Parties does not result in an agreement, and where the outstanding issues are only local in nature, the dispute will be resolved by mediation/arbitration. Where the matters in dispute are Central in nature, the manner of dispute resolution will be determined by the Central Parties.

ARTICLE 28 - JOB REGISTRY

28.01 A Central Repository of Job Openings in Participating Hospitals will be maintained and updated by OPSEU and posted on its Web Site. The Participating Hospitals will inform OPSEU, by way of e-mail or fax, of these job opportunities at the same time as they are posted at the hospital. This information will include the job requirements so employees viewing the listing can ascertain whether or not to make application. OPSEU members who are on layoff or are in receipt of notice of layoff may apply to those vacancies.

These applications will be considered after the normal job posting procedure has been completed and no internal applicant has been selected.

If such an employee who applies through this process is selected, and accepts the position, such employee will transfer his accumulated service to the receiving Hospital for the purposes of placement on the wage grid and for vacation entitlement only. Placement on the wage or vacation grid means that the employee shall be placed at the same step in the grid the employee held in his previous position and shall progress through the grid thereafter on the basis of his service date from his former Hospital. It is understood that service for the purposes of determining seniority, and notice/severance under the Employment Standards Act, will be based upon the first day of employment with the receiving

Hospital and will be governed by the terms of the receiving Hospital's collective agreement.

An employee changing Hospitals under this provision will be subject to the normal probationary period as outlined in the hiring Hospital's collective agreement (Article 10.01). During this probationary period the employee retains any right of recall he might have to his former Hospital. If for any reason the new employment relationship ceases during the probationary period the employee will return to his former status as a laid off employee of the former Hospital.

After the successful completion of the probationary period the employee forfeits any right of recall to his former Hospital. Any monies that may be owing to the employee as a result of his termination from his former place of employment will be the responsibility of the former Hospital.

ARTICLE 29 - MODEL SCHEDULING AGREEMENTS and PRE-PAID LEAVE

29.01 Extended Tours

Where the Hospital and ~~the~~ Union agree, subject to the approval of the Ministry of Labour, other arrangements regarding hours of work may be entered into between the parties on a local level with respect to tours beyond the normal or standard work day. The model agreement with respect to extended tour arrangements is set out below:

MODEL AGREEMENT WITH RESPECT TO EXTENDED TOUR ARRANGEMENTS

MEMORANDUM OF AGREEMENT

Between: The Hospital -

And: The Ontario Public Service Employees Union
(and its **Local**)

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

Article 1 - Work Unit and Employees Covered

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

Article 2 - Hours of Work

- 2.1 The normal or standard extended work day shall be ___ hours per day.
- 2.2 (Detailed description with an attached schedule where appropriate)
- 2.3 Failure to provide (____) hours between the commencement of an employee's scheduled shift and the commencement of such employee's next scheduled shift

shall result in payment of one and one-half (1 ½) times the employee's regular straight time hourly rate for only those hours which reduce the () hour period. Where the () hour period is reduced as a result of an approved change of shift(s) requested by the employee(s), such premium payment shall not apply.

Article 3 - Overtime

- 3.01 Overtime shall be defined as being all hours worked in excess of the normal or standard extended work day, as set out in Article 2.1 of the Model Agreement or in excess of the normal or standard work week as set out in Article 16.01 of the collective agreement.
- 3.02 For purposes of overtime the hours of work per week shall be averaged over _____ weeks.

Article 4 - Rest Periods

- 4.01 Employees shall be entitled, subject to the exigencies of patient care, to relief periods during the shift on the basis of 15 minutes for each 3.75 hours worked.

Article 5 - Meal Periods

- 5.01 (The length of the meal period to be determined locally.)

Article 6 - Sick Leave and Long-Term Disability

(Applicable to Full-Time Employees Only)

- 6.01 The short-term sick leave plan will provide payment for the number of hours of absence according to the scheduled tour to a total of 562.5 hours. All other provisions of the existing plan shall apply mutatis mutandis.

Article 7 - Paid Holidays (Applicable to Full-Time Employees Only)

- 7.01 Holiday pay will be computed on the basis of the employee's regular straight time hourly rate of pay times the number of hours for a normal or standard work day as set out in Article 16.01(a).
- 7.02 An employee required to work on any of the designated holidays listed in the collective agreement shall be paid at the rate of time and one-half (1½) his regular straight time rate of pay for all hours worked on such holiday, subject to Article 18.03. In addition, he will receive a lieu day off with pay in the amount of his regular straight time hourly rate of pay times seven and one-half (7½) hours, except in those hospitals which have a standard work day of less than seven and one-half (7½) hours in which case holiday pay will be based on the standard daily hours in that hospital.

Article 8 - Vacation

- 8.01 (Applicable to full-time only)

Vacation entitlement as set out in Article 19.01 (a) will be converted to hours on the basis of the employee's normal work week.

8.02 (Applicable to part-time only)

As set out in Article 19.01 (b) of the collective agreement.

Article 9 - Local Provisions

(Local provisions related to extended tours are to be set out in this Article and numbered in sequence.)

Term

This Agreement shall be (Specify Term).

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

Dated this ___ day of _____, 19__.

For the Union

For the Hospital

29.02 Innovative/Flexible Scheduling

Where the Hospital and the Union agree, arrangements regarding Innovative Scheduling/Flexible Scheduling may be entered into between the parties on a local level. The model agreement with respect to such scheduling arrangements is set out below:

MODEL AGREEMENT WITH RESPECT TO INNOVATIVE SCHEDULING/FLEXIBLE SCHEDULING

MEMORANDUM OF AGREEMENT

Between: The Hospital-

And: The Ontario Public Service Employees Union
(and its Local)

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

Article 1 - Work Unit and Employees Covered

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

Article 2 - Hours of Work

(Scheduling arrangement to be set out in this Article.)

Article 3 - Agreed Variation From the Collective Agreement

(Collective Agreement provisions to be varied.)

Article 4 - Rest Periods

- 4.01 (a) Employees shall be entitled, subject to the exigencies of patient care, to relief periods during the shift on the basis of **15** minutes for each **3.75 hours** worked.

Article 5 - Meal Periods

- 5.01 (The length of the meal period to be determined locally.)

Article 6 - Local Provisions

(Local provisions related to these scheduling arrangements are to be set out in this Article and numbered in sequence.)

Term

This Agreement shall be (Specify Term).

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

Dated this ___ day of _____, 19__.

For the Union

For the Hospital

29.03 Job Sharing Arrangements

Where the Hospital and the Union agree, job sharing arrangements may be entered into between the parties on a local level. Job sharing is defined as an arrangement whereby two employees share the hours of work of one full-time position on a 50/50 basis. Subject to the provisions of Article 11, the position involved in the job sharing arrangement will be maintained as a full-time position in the Hospital's staffing complement.

The model agreement with respect to job sharing is set out below:

MODEL AGREEMENT WITH RESPECT TO, JOB SHARING

MEMORANDUM OF AGREEMENT

Between: The Hospital -

And: The Ontario Public Service Employees Union
(and its Local)

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

Article 1 - Work Unit and Employees Covered

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

Article 2 - Hours of Work

(Scheduling and coverage arrangements to be set out in this Article.)

Article 3 - Status of Employees

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

Article 4 - Introduction

(Introduction provisions to be set out in this Article.)

Article 5 - Discontinuance

(Discontinuance provisions to be set out in this Article. In preparing discontinuance language, the parties shall make provisions for a **full-time** employee who has transferred to a regular part-time position as part of a **job** sharing arrangement to have the first option of returning to that full-time position on the collapse of the arrangement.)

Dated this ____ day of _____, 19__.

FOR THE UNION

FOR THE HOSPITAL

?

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NOTE: Employees presently covered by a job sharing arrangement shall be subject to its terms and conditions until such job sharing arrangement is discontinued.

29.04 Pre-Paid Leave (Effective Date: April 1, 1989)

(a) Purpose

The Pre-Paid Leave Plan is a plan developed to afford employees the opportunity to take a one (1) year leave of absence, funded solely by the employee through the deferral of salary over a defined period, in accordance with Part LXVIII of the Income Tax Regulations, Section 6801 (as may be amended from time to time).

(b) Application

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

Priority will be given to applicants intending to use the leave to pursue formal education related to their profession. As between two (2) or more candidates, from the same department, with the same intended purpose seniority shall govern. The employee will be informed of the disposition of his application as soon as is reasonably possible after the closing date for applications.

(c) The total number of employees that may be accepted into the Pre-Paid Leave Plan in any one plan year as defined in Article 29.04(l) and from any one department shall be (number subject to local negotiations). Where there are more applications than spaces allotted, seniority shall govern subject to 29.04(b) above.

(d) Nature of Final Agreement

Final approval for entry into the pre-paid leave program will be subject to the employee entering into a formal agreement with the Hospital, authorizing the Hospital to make the appropriate deductions from the employee's pay. The agreement will also include:

- (a) A statement that the employee is entering the plan in accordance with Article 29.04 of the Collective Agreement.
- (b) The period of salary deferral and the period for which the leave is requested.
- (c) The manner in which the deferred salary is to be held.
- (d) The letter of application to enter the plan will be appended to, and form part of, the written agreement.

(e) Deferral Plan

The deferral portion of the plan shall involve an employee spreading four (4) years' salary over a five (5) year period, or such other schedule as may be mutually agreed between the employee and the Hospital. In the case of the four (4) years' salary over a five (5) year schedule, during the four (4) years of salary deferral, 20% of the employee's gross annual earnings will be deducted and held for the employee. Such deferred salary will not be accessible to the employee until the year of the leave or upon the collapse of the plan. In the case of another mutually agreed upon deferral schedule, the percentage of salary deferred shall be adjusted appropriately.

(9) Deferred Earnings

The manner in which the deferred salary is held shall be at the discretion of the Hospital. The employee will be made aware, in advance of having to sign any formal agreement, of the manner of holding such deferred salary.

Interest which is accumulated during each year of the deferral period shall be paid out to the employee in accordance with Part LXVIII of the Income Tax Regulations, Section 6801.

(g) Health and Welfare Benefits

All benefits shall be kept whole during the deferral period of the plan.

Full-Time Employees Only

Employees will be allowed to participate in health and welfare benefits plans during the year of the leave, but the full cost of such plans will be borne by the employees. Contributions to the Hospitals of Ontario Pension Plan will be in accordance with the Plan.

Notwithstanding the above, employees will not be eligible to participate in the disability income plan during the year of the leave.

(h) Seniority and ServiceFull-Time Only

During the year of the leave, seniority shall continue to accumulate.

Service for the purposes of vacation and salary progression and other benefits will be retained but will not accumulate during the period of the leave.

(i) Assignment on Return

On return from leave, a participant will be assigned to his former position unless it is no longer available. In such a case the employee will be given a comparable job, if possible, or the layoff provisions will be applied.

(j) Right to Withdraw

(i) A participant may withdraw from the plan at any time up to a date three (3) months prior to the commencement of the leave. Deferred salary, and accrued interest will be returned to the participant within a reasonable period of time.

(ii) On Leaving Employment

If a participant resigns, or is terminated, prior to the commencement of the leave, deferred salary plus interest will be returned to the participant within a reasonable period of time. In the event of the death of a participant, such funds will be paid to the participant's estate.

(k) Replacement Employees

The Hospital will endeavour to find a temporary replacement for the employee, as far in advance as practicable. If the Hospital is unable to find a suitable replacement, it may postpone the leave. If, after a period of postponement, a suitable temporary replacement cannot be found, the Hospital will have the option of considering a further postponement or of collapsing the plan. The employee, subject to such a postponement, will have the option of remaining in the plan and rearranging the leave at a mutually agreeable time, or of withdrawing from the plan as outlined in Article 29.04(j).

(l) Plan Year

The year for the purposes of the plan shall be from September 1 of one year, to August 31, of the following year, or such other years as the parties may agree to.

(m) Posting of Replacement Employee

Only the original vacancy resulting from an absence due to pre-paid leave will be posted.

Employees in bargaining units at the Hospital represented by OPSEU, selected to fill vacancies resulting from replacing an employee on a pre-paid leave need not be considered for other vacancies while replacing such employee. Upon completion of the leave, the replacing employee will be returned to his former position, and the filling of subsequent vacancies will likewise be reversed.

Employees newly hired to fill vacancies resulting from replacing an employee on pre-paid leave will not accrue seniority during the filing of such vacancies. Furthermore, such employees need not be considered for other vacancies. If such employees do post into permanent positions they will be credited with seniority from their last date of hire. The release or discharge of such employees will not be subject of a grievance or arbitration.

S-1 Pre-paid Leave Plan (Local)

The total number of employees that may be accepted into the Pre-Paid Leave Plan in any one plan year as defined in Article 29.04 (a) and from any one department, (the term "department" in this item will be defined as the work locations as set out in Article D. 6) shall be not more than 5 employees from any one department. Where there are more applications than spaces allotted, seniority shall govern subject to 29.04 (b) above.

ARTICLE 30 - DURATION AND RENEWAL

30.01 This Agreement shall continue in effect until the 31st day of March, 2002 and shall continue automatically thereafter for annual periods of one year each unless either party notifies the other in writing that it intends to amend or terminate this Agreement in accordance with the following:

30.02 (a) In the event the parties to this Agreement agree to negotiate for its renewal through the process of central bargaining, either party may give notice to the other of its desire to bargain for the renewal of this Agreement within 120 days prior to the termination date of this Agreement. Negotiations on local matters shall take place during the period from 120 to 60 days prior to the termination date of this Agreement. It is understood and agreed that "local matters" means those matters which have been determined by mutual agreement between the central negotiating committees representing each of the parties to this Agreement as being subjects for local bargaining directly between the parties to this Agreement. It is also agreed that local bargaining shall be subject to such procedures as **may be determined by** mutual agreement between the central negotiating committees referred to above.

(b) In the event the parties to this Agreement do not agree to negotiate for its renewal through the process of central bargaining, either party may notify the other within the period from ninety days to sixty days preceding the expiry date of this Agreement that it desires to amend or terminate this Agreement. If notice of amendment or termination is given by either party, the other party agrees to meet for the purpose of negotiations within thirty (30) days after the giving of notice, if so requested.

It is further understood that the central negotiating committees will meet in the sixth month prior to the termination of this Agreement to convey the intentions of their principals as to participation in central negotiations, if any, and to determine the conditions for such central bargaining.

Proposals on central issues shall be exchanged by the central negotiating committees on a date set out in the **Memorandum** of Conditions for Joint Bargaining. Negotiations on central matters shall take place during the period commencing 90 days prior to the termination of this Agreement.

LETTER of INTENT- CENTRAL JOINT ACTION COMMITTEE

The Hospitals and OPSEU share significant interests in the advancement of the professions and fields of work represented by the OPSEU bargaining units.

A Central Committee will be established to identify and pursue opportunities to work together in these regards. The Committee will be composed of two representatives appointed by each of OPSEU and the OHA, and will meet at least quarterly.

The parties will invest in this committee the authority and, on a cost share basis, the funds that it needs to work effectively.

The mandate of the Committee will include, but is not limited to, the following:

- e Determining its reporting mechanisms and frequency,
- Finding ways to raise the profile of the professions and fields of work,
- Engendering public knowledge, support and recognition for: the critical nature of this work,
- e Working together on strategies to gain public and government support for funding to meet future needs,
- Identifying and implementing strategies to increase future retention and recruitment for these areas of work,
- Seeking approaches to create new employment opportunities, and
- Working to increase the awareness within the hospital of the work of these employees.

The Committee will begin its work by identifying the areas that need to be addressed and gathering/ sharing the information necessary for informed discussion.

LETTER OF INTENT - CENTRAL BARGAINING

The Central Parties recognize that it would be beneficial to **encourage** non-participating Hospitals and bargaining units to join the Central Bargaining **Process**. To facilitate this the Central Parties will jointly assist the Local Parties in identifying the **necessary** conditions that will enable them to **participate** in Central Bargaining.

OPSEU and the OHA also undertake to separately explore with their respective principals ways in which they might address current barriers that prevent Non-Participating Hospitals and Bargaining Units from joining the Central Bargaining Process.

2000

OPSEU Classifications and Hourly Rates Effective April 1st, 2001

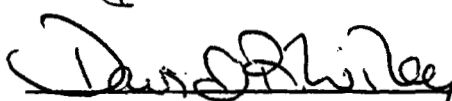
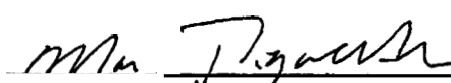
APPENDIX AA

Classification	Effective Date	Level 1	Level 2	Level 3	Level 4	Level 5	Level 6	Level 7
Psychologist (General)	April 1, 2001	\$32.210	\$34.080	\$35.950	\$37.820	\$39.700	\$41.560	\$43.440
Registered Nurse	April 1, 2001	As per Ontario Nurses' Association Collective Agreement						
Community Psychiatric Nurse	April 1, 2001	As per Ontario Nurses' Association Collective Agreement						
Psychological Associate (Psychometrist Plus 14%)	April 1, 2001	\$26.665	\$28.215	\$29.765	\$31.304	\$32.855	\$34.405	\$35.944
Pay Band #1 Speech Pathology Social Worker (MSW) Clinician (Masters Level) Psychometrist (Masters Level) Research Assistant (Masters Level) O.T. Clin. Res. (Masters Level)	April 1, 2001	\$23.390	\$24.750	\$26.110	\$27.460	\$28.820	\$30.180	\$31.530
Pay Band #2 Mental Health Worker III Clinician (Bachelor Level) Social Worker (BSW) Research Assistant (Bachelor Level) <i>Note existing employees red circled</i>	April 1, 2001	\$20.500	\$21.700	\$22.880	\$24.080	\$25.270	\$26.460	\$27.650
	April 1, 2000	\$ 21.677	\$ 22.417	\$ 23.186				
Occupational Therapist <i>Note existing employees red circled</i>	April 1, 2001	\$20.030	\$21.520	\$23.010	\$24.500	\$25.990	\$27.480	\$28.970
	April 1, 2000	\$ 23.288	\$ 24.060	\$ 24.846	\$ 25.677	\$ 26.515		
Pay Band #3 Mental Health Worker Coordinator Autistic Services Child Youth Worker	April 1, 2001	\$19.093	\$19.749	\$20.419	\$21.122	\$21.843	\$22.583	\$23.352
Pay Band #4 Coordinator Conferences & Workshops	April 1, 2001	\$18.913	\$19.555	\$20.217	\$20.912	\$21.614	\$22.355	\$23.112

3.11%

HA)

B)

Activity Therapy Technician Supported Independent Living Worker Activation Coordinator Withdrawal Management Service Worker Communication Disorders Assistant Library Technician	April 1, 2001	\$16.765	\$17.579	\$18.235	\$18.812	\$19.393	\$20.005	\$20.640
Pay Band #5 Secretary Receptionist Medical Secretary Dicta Typist	April 1, 2001	\$16.465	\$16.966	\$17.510	\$17.948	\$18.586	\$19.078	\$19.803
Pay Band #6 Switchboard Operator Clerk Receptionist Clerk Typist	April 1, 2001	\$14.848	\$15.245	\$15.671	\$16.095	\$16.427	\$16.986	\$17.474
Pay Band #7 Youth Worker	April 1, 2001	\$16.201	\$16.746	\$17.314	\$17.911	\$18.516	\$19.150	\$19.803
Clerk (Finance) Courier	April 1, 2001	\$11.762	\$12.170	\$12.541	\$12.908	\$13.132	\$13.578	\$13.940
APPROVED AS ABOVE : FOR THE UNION: FOR THE HOSPITAL:	DATE: <u>August 21, 2001</u>  Dave Wiley, President, Local 666  Marc Piquette, Executive Director, Corporate Services							

3.8%

Local Agreement

**between
Ontario Public Service Employees Union
and its Local 666**

and

**The Northeast Mental Health Centre
Combined Full-time & Part-time**

Signed at Sudbury, Ontario the 21st day of August, 2001

For the Union

For Northeast Mental Health Centre

Muriel Ethier

Price

David R. Wiley

Mary P. Green

H. Naynes Young

L. Neskey

Claudette Gray

B. Bynal

Margaret Hong

Jill S. Minton

Don Pyke

Ed Bowman

Leah Hul

APPENDIX A**LETTER OF UNDERSTANDING****Between****THE NORTHEAST MENTAL HEALTH CENTRE****And****THE ONTARIO PUBLIC SERVICE EMPLOYEES UNION
Local 666****RE: LEAVES OF ABSENCE FOR UNION BUSINESS**

It is agreed by the parties that, for the purpose of leaves of absence for union business under thirty (30) consecutive days, the Employer will bill to the Union 20% above the employee's regular rate of pay. Such 20% will be deemed to be reimbursement for all employee benefits, sick leave, vacation and all other employment costs.

In the case of leaves of absence for union business of more than thirty (30) consecutive days, the Employer will bill to the Union 20%, less the cost of the employee's vacation.

This letter shall be attached to and form part of the Collective Agreement.

SIGNED AT SUDBURY, ONTARIO THIS 4th DAY OF April, 2000.

FOR O.P.S.E.U.Peter SleeDavid WileySteve KusanHeather Haynes-YoungMargaret HongYolande BobbieDiane BullLeah Casselman**FOR NORTHEAST MENTAL HEALTH CENTRE**Marc PiquettePatricia MorrisBonnie Rymal

APPENDIX B**LETTER OF UNDERSTANDING****Between****NORTHEAST MENTAL HEALTH CENTRE****And****THE ONTARIO PUBLIC SERVICE EMPLOYEES UNION
Local 666****RE: WORKPLACE HARASSMENT POLICY AND PROCEDURES****PREAMBLE**

Northeast Mental Health Centre, The Community Mental Health Group (hereinafter referred to as the "Employer") and the Ontario Public Service Employees Union, Local 666 (hereinafter referred to as the "Union") are committed to the maintenance of a working environment where individuals are not subject to workplace harassment. The Employer, the Union and employees recognize that all individuals, regardless of rank, occupation or membership, have the right to work in an atmosphere which promotes professionalism and fairness. This letter of understanding shall not limit or amend in any way the generality of the Management Rights clause or any provisions contained in the Collective Agreement.

Definitions

For the purpose of this Letter of Understanding, the workplace is defined as the assigned work location, where personnel are managed and are directed by the same management person, and workplace harassment is defined as follows:

Any pattern of treatment of an employee with respect to any term or condition of employment which is inconsistent with the treatment afforded to other employees in that workplace; or,

Engaging in a course of conduct which intentionally inflicts psychological trauma on another person, provokes fear or diminishes the individual's dignity or self-worth or any course of conduct which a person ought reasonably to know would likely inflict psychological trauma on another person, provoke fear or diminish the individual's dignity or self-worth.

Policy

Workplace harassment by an employee, whether or not a member of the Bargaining Unit, shall not be tolerated.

Procedures

Complaint Procedure:

- 1) In the event that a manager or employee has reasonable grounds to believe that she is a victim of workplace harassment, she (the Complainant) shall approach the individual responsible for the alleged conduct (the Respondent); bring the specific conduct to the Respondent's attention and request that the conduct cease. If the Respondent is a manager, the Complainant may choose to proceed directly to Step 3 of the procedure.
- 2) Following this approach, and where there is no satisfactory resolution, the Complainant shall discuss the matter with her direct supervisor within the (10) days of the circumstances giving rise to the complaint. The immediate supervisor shall respond to the complaint within five (5) days of the discussion of the complaint. The parties are encouraged to attempt to devise a resolution to the complaint.
- 3) Where there is no satisfactory resolution after the Supervisor has dealt with the matter, the Complainant may forward the matter in writing to the Investigation Sub-committee of the Employee Relations Committee within five (5) days of the response date at Step 2 of the complaint procedure. The Investigation Sub-committee **will** be comprised of the Local Unit President or designate and the Director of Personnel or designate. Where either of these **two** (2) individuals are Complainant or Respondent, an alternate from the Local Bargaining Unit or Management shall be appointed as the situation warrants.
- 4) The Investigation Sub-committee shall be responsible for investigating complaints and establishing facts. The establishment of facts must be consensual. The Investigation Sub-Committee may make attempts to mediate a **resolution**.
- 5) Information received by the Sub-Committee shall be kept strictly confidential, except from the Complainant and the Respondent.
- 6) The Sub-Committee shall report its findings to the Complainant and the Respondent and attempt to obtain an agreed resolution to the complaint.

Complaint Outcomes

- 1) No evidence of harassment: If there is no evidence of harassment as defined in this policy, then no record shall be filed and no action shall be taken.
- 2) Evidence of harassment: The Sub-committee shall be responsible for issuing its finding to the immediate supervisor of the harasser. The evidence of harassment shall be recorded on file and the harasser may be disciplined by her immediate supervisor. The findings of the Sub-committee shall be considered when determining the appropriate discipline, if **any**. The Sub-committee report shall not **contain specific recommendations** regarding the appropriate form of discipline. The **form** and degree of discipline shall remain within the sole discretion of management, subject to the right of the disciplined employee to dispute such decisions through the Grievance Procedure.

The Employer and the Union agree that while the parties retain their right to file a grievance under the terms of the collective agreement, the contents of the Letter of Understanding shall not be the subject of a grievance or arbitration and do not enlarge the right of an employee, the Employer or the union to file a grievance and shall not form the basis for a grievance or arbitration.

SIGNED AT SUDBURY, ONTARIO THIS 4th DAY OF April, 2000.

FOR O.P.S.E.U.

Peter Slee

David Wiley

Steve Kusan

Heather Haynes-Young

Margaret Hong

Yolande Bobbie

Diane Bull

Leah Casselman

FOR NORTHEAST MENTAL HEALTH CENTRE

Marc Piquette

Patricia Mom's

Bonnie Rymal

APPENDIX C**LETTER OF UNDERSTANDING****Between****THE NORTHEAST MENTAL HEALTH CENTRE****And****THE ONTARIO PUBLIC SERVICE EMPLOYEES UNION
Local 666****RE: PART-TIME CHILD & YOUTH WORKERS DISTRIBUTION OF WORK**

The following agreement is entered into between the parties to provide a method of implementing the distribution of available work pursuant to Article 1-2 of the Collective Agreement. The provisions herein apply only to the part-time Child and Youth Workers employed within R.C.P.C.

1. Prescheduled Shifts

- a) Pre-scheduled shifts for part-time staff shall be identified on a four-week schedule which shall cover the same period and be published at the same time as the full-time schedule.
- b) Pre-scheduled shifts for part-time staff will be utilized to cover shifts where sufficient full-time staff are not available to fill the normal complement of the unit.
- c) Pre-schedule shifts shall be equally distributed among part-time staff by allocating the available shifts two (2) at a time to part-time employees in rotation until all available pre-scheduled shifts have been allocated.

2. Casual Shifts

- a) Casual shifts are defined as any shifts which are not filled by full-time or part-time employees as assigned on the published four-week schedules. Such shifts include but are not limited to additional coverage over and above the normal complement of the Unit, the replacement of previously scheduled staff who are unable to fill their pre-scheduled shifts or attendance at a workshop
- b) Casual shifts shall be equitably distributed among part-time employees by calling in part-time employees in rotation in the following manner and sequence:
 - i) All part-time employees shall be placed on a call-in rotation list which is based on seniority. Employees shall be called to be offered available

shifts in the order they appear on the rotation list. Use of the rotation list to call part-time employees shall be continuous with the Employer starting to call employees where the calling process left off at the last instance of use.

- ii) Casual shifts shall be offered to employees one shift at a time through the rotation.
- iii) A call placed to offer a part-time employee a shift which the employee fails to accept within the allotted time frame specified under Item 3, shall be considered an accepted shift for the purpose of determining equitable distribution. The employer shall continue to attempt to fill the shift by calling through the rotation.
- iv) Employees who already have pre-scheduled shifts in the seven (7) day period during which it becomes their turn to be called for an available casual shift are still to be called.
- v) Employees who have already worked sufficient hours in a pay period to entitle them to overtime under the Collective Agreement may be bypassed in the call-in rotation.
- vi) Where the employee whose turn it is to be offered a shift is already working on the day in question and that additional shift would entitle her to overtime based on daily work hours, the employee shall be bypassed in favor of the next employee in the rotation.
- vii) Employees who are scheduled to be on vacation during the time a shift becomes available to them on the rotation and employees who have indicated they are not available for a specific spot on the schedule need not be called if a shift in those time frames becomes available to them on the rotation. It shall be deemed that they have accepted the shift for the purpose of equitable distribution and the Employer shall continue to attempt to fill the shift by calling through the rotation.
- viii) Employees who are on vacation shall continue to be called in order of rotation for shifts which fall outside of their stated vacation period, subject to c) above.

3. Response Time

- a) Where there are more than twenty-four (24) hours between the time the Employer reasonably should be aware that a casual shift will be required and the start time of that shift, part-time employees shall be afforded fifteen (15) minutes to accept the shift under Item 2 (b) iii.
- b) Where there is less than twenty-four (24) hours between the time the Employer reasonably should be aware that a casual shift will be required and the start time of the shift, part-time employees shall be afforded five (5) minutes to accept the shift under Item 2 (b) iii.

- c) Where a casual shift is immediately required due to a Crisis admission, no time will be afforded to permit employees to call back and accept a shift under **Item 2 (b) iii**. The employer shall record on the call-in sheet that a crisis admission has occurred.
- d) Where the employer has gone through a complete call-in rotation in an attempt to fill a casual shift and has not had the shift accepted in accordance with the time limits set out above, the first part-time employee who calls in to accept the shift shall be given the shift.

4. Cancellation of Shifts

- a) Where it has become necessary for the employer to cancel a shift in circumstances where more than one part-time worker is scheduled, the employer shall use the following procedure:
 - i) Casual shifts shall be cancelled ahead of pre-scheduled shifts. Where more than one employee is scheduled to work a specific casual shift when one such casual shift must be cancelled, the employee called last in the rotation shall be cancelled.
 - ii) Where more than one part-time employee is scheduled for pre-scheduled shifts, and the employees involved do not have equal numbers of pre-scheduled shifts recorded on the schedule, the employer shall cancel the shift of the employee with the greatest number of pre-scheduled shifts.
 - iii) Where the number of pre-scheduled shifts are equal, the employer shall cancel the shift of the employee with the least seniority.
 - iv) When the employer cancels a scheduled shift and that shift becomes available, the employer will offer that shift to the employee that was originally scheduled to work it. The normal rotation rules will not apply in this case.

5. Record Keeping

- a) It is the responsibility of the employer to ensure that shifts are equitably distributed and thus it is essential to record all shift changes, corrections, casual shifts and cancelled shifts so that errors will be minimized.
- b) The employer shall retain available for reference the original schedule described under Item 1.01 for the purpose of comparing it with the working schedule on which all changes to the original schedule are recorded. When canceling a pre-scheduled shift, that shift shall be marked with a single line through it on the working schedule to permit scheduling staff to know at a glance the number of pre-scheduled shifts assigned to each employee. The number of pre-scheduled shifts for each **employee** shall be recorded on the margin of the working schedule and that number shall be adjusted at the time changes are made.

6 Shift Changes

- a) Employees shall be entitled to exchange shifts, however a request form must be completed and approval by a unit supervisor is required..
- b) Where an employee surrenders a pre-scheduled shift, she shall be deemed to have accepted and worked that shift for the purpose of equitable distribution.

SIGNED AT SUDBURY, ONTARIO THIS 4th DAY OF April, 2000.

FOR O.P.S.E.U.

Peter Slee

David Wiley

Steve Kusan

Heather Haynes-Young

Margaret Hong

Yolande Bobbie

Diane Bull

Leah Casselman

FOR NORTHEAST MENTAL HEALTH CENTRE

Marc Piquette

Patricia Morris

Bonnie Rymal

APPENDIX D

MEMORANDUM OF AGREEMENT

Between

THE NORTHEAST MENTAL HEALTH CENTRE

And

THE ONTARIO PUBLIC **SERVICE EMPLOYEES UNION**
Local 666RE: CLASSIFICATION SYSTEM

1. The classification "Social Worker II" will be amended in the salary schedule to read "Social Worker (M.S.W.)". The parties agree that the classification Social Worker (M.S.W.) requires a Masters of Social Work Degree.
2. The classification "Social Worker I" will be amended in the salary schedule to read "Social Worker (B.S.W.)". The parties agree that the classification of Social Worker (B.S.W.) requires a Bachelors of Social Work Degree.
3. The classification "Clinician II" will be amended in the salary schedule to read "Clinician (Masters Level)". The parties agree that the classification of Clinician (Masters Level) requires a Masters Level Degree in a relevant mental health related program.
4. The classification "Clinician I" will be amended in the salary schedule to read "Clinician (Bachelor Level)". The parties agree that the classification of Clinician (Bachelor Level) requires a Bachelors Level Degree in a relevant mental health related program.
5. Incumbents currently in the classification Social Worker (M.S.W.), Social Worker (B.S.W), Clinician (Bachelor Level) and Clinician (Masters Level) who do not possess the required education standard shall be grandparented and shall remain in their current classification. Grandparented incumbents shall form the only exceptions to items #1 to #4.
6. The classification "Mental Health Worker III" will be eliminated from the Collective Agreement save and except pursuant to item #6 c. The incumbents in the classification Mental Health Worker III will be reclassified according to the following system:
 - a) Incumbents who possess a Masters of Social Work degree (M.S.W.) will be classified as Social Worker (M.S.W).
 - b) Incumbents who possess a Masters degree in a relevant mental health related program will be classified as Clinician (Masters Level)
 - c) Incumbents currently in the Mental Health Worker III classification who are not reclassified pursuant to a) and b) shall be grandparented and shall remain classified Mental Health Worker III. Only grandparented incumbents shall be classified Mental Health Worker III.

Incumbents in the Mental Health Worker III classification who are reclassified to a higher paying classification will move to the salary schedule of the higher paying classification in accordance with Article R - 3 of the Collective Agreement expired March 31, 1996 effective the date of ratification of this Agreement. The salary review date of incumbents reclassified to a higher paying classification shall be adjusted to the date of ratification.

7. The classifications "Mental Health Worker II" and "Suicide Prevention Worker II" will be renamed "Mental Health Worker". The Mental Health Worker classification will use the salary schedule of the Mental Health Worker II classification. The incumbents of the Mental Health Worker II and Suicide Prevention Worker II classifications will be reclassified according to the following system:
 - a) incumbents who possess a Bachelor of Social Work degree will be reclassified as a Social Worker (B.S.W.)
 - b) incumbents who possess a Bachelor degree in a relevant mental health related program will be reclassified as a Clinician (Bachelor Level)
 - c) incumbents who possess a Masters of Social Work degree will be reclassified as a Social Worker (M.S.W.)
 - d) incumbents who possess a Masters degree in a relevant mental health related program **will** be reclassified as a Clinician (Masters Level)
 - e) incumbents who do not satisfy the requirements of (a) to (d) above shall remain classified as Mental Health Worker.

Incumbents in the Mental Health Worker II classification who are ~~reclassified to a~~ higher paying classification will move to the ~~salary~~ salary schedule of the higher paying ~~classification~~ in accordance with Article R - 3 of the Collective Agreement expired March 31, 1996 effective the date of ratification of this Agreement. The salary review date of incumbents reclassified to a higher paying classification shall be adjusted to the date of ratification.

8. The Classification "Mental Health Worker I" will be eliminated. The incumbents in the classification Mental Health Worker I will be reclassified as a Mental Health Worker II and moved to the salary schedule of the Mental Health Worker II classification in accordance with Article R - 3 of the Collective Agreement expired March 31, 1996 effective the date of ratification of this agreement. The salary review date of incumbents reclassified shall be adjusted to the date of ratification.
9. The classification "Psychometrist I" will be eliminated from the Collective Agreement. The classification "Psychometrist II" will be renamed "Psychometrist (Masters)". The parties agree that the classification Psychometrist requires a Master of Psychology degree. The incumbents in the classification Psychometrist I will be reclassified as follows:
 - a) incumbents who possess a Masters degree in Psychology will be reclassified as a Psychometrist (Masters Level);

- b) incumbents who do not possess a Masters degree in Psychology will be reclassified as a Clinician (**Bachelor's Level**).

Incumbents in the Psychometrist I classification who are reclassified to a higher paying classification will move to the salary schedule of the higher paying classification in accordance with Article R - 3 of the Collective Agreement expired March 31, 1996 effective the date of ratification of this Agreement. The salary review date of incumbents reclassified to a higher paying classification shall be adjusted to the date of ratification.

Incumbents currently in the classification Psychometrist II who do not possess a Master of Psychology degree will be **grandparented** and shall remain **classified** Psychometrist II. Grandparented incumbents shall form the only exceptions to the specified requirements.

10. The following classifications will be eliminated from the Collective Agreement:

Native Mental Health Worker
 Adolescent Worker
 Aids/HIV Community Program Coordinator
 Community Mental Health Worker
 Night Support Worker
 Mental Health Worker I
 Mental Health Worker II
 Mental Health Worker III (subject to **Item #6**)
 Psychometrist

11. In the event an employee within ~~the~~ classification of Mental Health Worker, Clinician (Bachelor Level) or Social Worker (B.S.W.) obtains a Bachelor Level or a Masters Level degree in a relevant mental health related program, the employee shall be eligible for reclassification in accordance with the terms of this Agreement, provided the educational qualification is relevant to the employee's assigned duties.
12. Employees may be required to provide proof satisfactory to the Employer of educational qualifications.

SIGNED AT §UDBURY, ONTARIO THIS 4th DAY OF April, 2000.

FOR O.P.S.E.U.

FOR NORTHEAST MENTAL HEALTH CENTRE

Peter Slee

Marc Piquette

David Wiley

Patricia Moms

Steve Kusan

Bonnie Rymal

Heather Havnes-Young

Margaret Hong

Yolande Bobbie

Diane Bull

Leah Casselman

APPENDIX E**LETTER OF UNDERSTANDING****Between****THE NORTHEAST MENTAL HEALTH CENTRE****And****THE ONTARIO PUBLIC SERVICE EMPLOYEES UNION
Local 666****RE: SECTION 19 CHILD AND YOUTH WORKER POSITIONS
RUTH MACMILLAN CENTRE POSITIONS
BOOST POSITIONS
YOUTH WORKER POSITION**

The parties agree to the following terms and conditions:

- 1) The Section 19 Child and Youth Worker Positions, the Ruth MacMillan Centre positions, the BOOST positions and the Youth Worker positions will be regular full-time positions.
- 2)
 - a) Health and Welfare benefits shall be in accordance with the terms of the Collective Agreement governing full-time employees.
 - b) During the Christmas break, March break and ~~Summer break~~, Northeast Mental Health Centre will continue to pay its share of the premiums of the subsidized employee benefits in which the employee is participating unless the employee does not intend to pay her contributions. The employee shall provide the Payroll Department with post dated cheques for the employee portion of contributions in the event she intends to continue her contributions.
 - c) Incumbents shall be entitled to full service equivalent to one year worked per year without adjustment due to the Christmas break, March break, and Summer break periods. Seniority shall be in accordance with Article 10.
- 3) The normal hours of work will be 8:30 a.m. to 4:30 p.m. Monday to Friday. The work schedule of the incumbents will be based on the school year for teachers as determined by the relevant Board of Education in which the person is placed.
- 4) For periods such as the Christmas break, March break and Summer break of the relevant Board of Education, the incumbents will be entitled to elect to utilize their vacation credits or to accept layoff. The incumbents shall not have the right to elect to displace a less senior staff member as set out in Article 11 of the Collective Agreement during the break period. The incumbents shall however be eligible for recall to a temporary position, the duration of which falls completely within the break period; The

parties further agree that the notice provisions set out in Article 11 do not apply with respect to layoffs during the Christmas break, March break or Summer break periods.

- 5) The right of the incumbents to schedule vacation or float holidays shall be restricted to the Christmas break, March break or Summer break periods.
- 6) The parties agree, in recognition that notice of funding is not provided five (5) months in advance of the start of the school year, that the notice period set out in Article 11 (a) shall be deemed to have been satisfied if notice is provided by June 15, that the position will be redundant effective the start of the school year.
- 7) The Section 19 Child and Youth Worker positions, the **Ruth MacMillan** Centre positions, the BOOST Position and the Youth Worker position will be posted in accordance with Article 13 of the Collective Agreement. The successful applicants will not be appointed to the positions prior to the **start** of the 1998 – 1999 school year. In the event a regular full-time incumbent in one of **the** above-noted positions is not a **successful** applicant in the posting procedure, the provisions of Article 11 shall apply. In the event a temporary full-time incumbent in one of the abovenoted positions is not a successful applicant in the posting procedure, **she/he** shall revert to the regular position they held immediately prior to their assignment to one of the above-noted positions or exercise displacement rights under Article 11 in the event their regular position no longer exists. A temporary full-time incumbent in one of the above-noted positions who is not a successful applicant in the posting procedure and who did not have a regular position shall be terminated from employment.

SIGNED AT SUDBURY, ONTARIO THIS 4th DAY OF April, 2000.

FOR O.P.S.E.U.

Peter Slee

David Wiley

Steve Kusan

Heather Haynes-Young

Margaret Hong

Yolande Bobbie

Diane Bull

Leah Casselman

FOR NORTHEAST MENTAL HEALTH CENTRE

Marc Piquette

Patricia Morns

Bonnie Rymal

APPENDIX F
LETTER OF UNDERSTANDING

Between

THE NORTHEAST MENTAL HEALTH CENTRE

And

**THE ONTARIO PUBLIC SERVICE EMPLOYEES UNION
Local 666**

**RE: ARTICLE 16.01 (a) – CHILD AND YOUTH WORKER/WITHDRAWAL SERVICE
WORKER OVERTIME DISTRIBUTION**

The parties agree that prior to overtime shifts being offered to full-time employees under Article **16.01** (a) overtime shall be offered to part-time employees in accordance with the part-time distribution of work procedure. In the event a part-time employee is not available to work the shift the work shall be assigned to a full-time employee in accordance with Article **16.01** (a).

SIGNED AT SUDBURY, ONTARIO THIS 4th DAY OF April, 2000.

FOR O.P.S.E.U.

FOR NORTHEAST MENTAL HEALTH CENTRE

Peter Slee

Marc Piquette

David Wiley

Patricia Morris

Steve Kusan

Bonnie Rymal

Heather Haynes-Young

Margaret Hong

Yolande Bobbie

Diane Bull

Leah Casselman

APPENDIX G**MEMORANDUM OF AGREEMENT****Between****THE NORTHEAST MENTAL HEALTH CENTRE****And****THE ONTARIO PUBLIC SERVICE EMPLOYEES UNION
Local 666****RE: EXTENDED TOURS (12 HOUR SHIFTS) - I
MANAGEMENT**

This Memorandum of Agreement shall be part of the Collective Agreement between Northeast Mental Health Centre and the Union and sets out the implementation process and the terms and conditions governing 12 hour shifts.

I - Implementation and Discontinuation Process

- a) 12 hour shifts will be introduced in a department/service program on a trial basis when:
 - i) sixty-six percent (66%) of ~~the~~ affected employees agree to implementation;
 - ii) and the Northeast Mental Health Centre agrees to implementation.
- b) Employee indication of support will be **conducted** by secret ballot vote. In order to have a proper vote proposed schedules will be **drafted (master schedule)** for two weeks so each staff will have an opportunity to review such schedules prior to the vote.
- c) The trial period will be six (6) months.
- d) After the completion of the trial period, extended tours shall be introduced on a permanent basis when;
 - i) eighty percent (80%) of affected employees agree to continue;
 - ii) and the Northeast Mental Health Centre agrees to implement the extended tours.
- e) Extended tours may be discontinued when:
 - i) fifty-five percent (55 %) of the affected employees so indicate by secret ballot;
 - ii) or the Employer, because of:

- a. adverse effects on patient care;
 - b. or inability to provide a workable schedule;
 - c. or where the Network wishes to do so for reasons which are neither unreasonable nor arbitrary states its intention in writing to the Union to discontinue the extended tours.
- f) When either party in accordance with item e) gives notice of discontinuance, the parties shall endeavour to meet within two (2) weeks of the giving of notice to review the request for discontinuation.
- g) Where it is determined that the extended tours will be discontinued affected employees shall be given 30 days notice before the schedules are amended.
- h) The master rotation will not be changed without mutual consent and only then done with 30 days notice.

2) Terms and Conditions

a) Hours of Work

This Memorandum of Agreement amends Article **16** (Full-Time) and Appendix **I - 1** (Part-Time) of the Collective Agreement. Extended shifts will cover 12 continuous hours.

Extended tours will consist of 11.25 paid hours, a $\frac{3}{4}$ hour unpaid break and 3 paid breaks of 15 minutes.

It is understood that shifts other than 12 hour shifts may be scheduled.

b) Scheduling

Scheduling shall be in accordance with the Master Schedule.

A maximum of three (3) consecutive 12 hour shifts will be scheduled with a minimum of two (2) consecutive days off in between.

Northeast Mental Health Centre and the Union agree that Article **I - 4 (g)** and **I - 4 (o)** shall not apply to employees working extended tours.

c) Recognized Holidays

Employees will be paid time and one-half (1 $\frac{1}{2}$) of his/her straight time hourly rate of pay for all hours worked on recognized holidays.

Full-time employees shall receive twelve (12) days off to consist of seven and one-half (7 $\frac{1}{2}$) hours at their regular straight time rate of pay in lieu of recognized holidays.

d) Overtime (Applicable to Full-Time and Part-Time Employees)

Northeast Mental Health Centre and the Union agree that this Memorandum of

Agreement amends Article 16.01 of the Collective Agreement.

Full-time employees will be paid at the rate of one and one-half (1 ½) their regular hourly rate for all hours worked in excess of an eleven and onequarter (11.25) hours on one day or one hundred and fifty hours in a four week period reflecting two full pay periods.

Part-time employees will be paid an overtime rate for working more than eleven and onequarter (11.25) hours in one day or seventy-five (75) hours in a two week pay period.

e) Shift Premium/Weekend Premium

Employees will be paid shift premium and weekend premium in accordance with Article 17 of the Collective Agreement.

f) Sick Leave

HOODIP

As per the existing HOODIP converted to extended tours.

g) Vacations

Vacations and entitlement for employees on twelve (12) hour shifts shall be converted as follows:

Current Entitlement	Working Days Off	Paid Hours (Full-Time) Hours Leave (Part-Time)
3 weeks	10	112.5
4 weeks	14	150.0
5 weeks	17	187.5
6 weeks	20	225.0

i) Probationary Period

The probationary period shall be nine hundred (900) hours worked.

ii) Basis of Application

In the event that this Memorandum of Agreement fails to determine the basis of application of any terms of the Collective Agreement, the parties agree that employees working twelve (12) hour shifts shall receive no less and no more than the equivalent benefit of a scheduled normal seven and one-half (7 ½) hour shift.

iii) Transition To/From Extended Tours

Northeast Mental Health Centre will not be required to **pay** overtime rates for any hours by an employee in excess of the normal hours where such excess hours are made necessary only to **accommodate** the transition to or from the extended **shift** schedule. Similarly, no premium payment resulting directly from the transition to or **from** the extended schedule will be paid.

SIGNED AT SUDBURY, ONTARIO THIS 4th DAY OF April, 2000.

FOR O.P.S.E.U.

Peter Slee

David Wiley

Steve Kusan

Heather Haynes-Young

Margaret Hong

Yolande Bobbie

Diane Bull

Leah Casselman

FOR NORTHEAST MENTAL HEALTH CENTRE

Marc Piquette

Patricia **Morris**

Bonnie Rymal

100

Appendix H

LETTER OF UNDERSTANDING

Between

NORTHEAST MENTAL HEALTH CENTRE

And

THE ONTARIO PUBLIC SERVICE EMPLOYEES UNION
Local 666**RE: PART-TIME WITHDRAWAL MANAGEMENT SERVICES WORKER DISTRIBUTION OF WORK**

The following agreement is entered into between the parties to provide a method of implementing the distribution of available work pursuant to Article 1-4 of the Collective Agreement. The provisions apply only to the part-time Withdrawal Management Services Workers employed within the Men's Withdrawal Management Service and the Women's Withdrawal Management Service. Further, the distribution of work shall be specific to the staff assigned to the particular service – Men's Withdrawal Management Service or Women's Withdrawal Management Service.

1. **Prescheduled Shifts**

- a) Prescheduled shifts for part-time staff shall be in accordance with the master schedule incorporated into the 12 hour shift agreement.

2. **Casual Shifts**

- a) Casual shifts are defined as shifts that are not filled by full time or part-time employees as assigned on the master schedule ~~that the~~ Service requires to be filled, including (but not limited to) additional coverage over and above the normal component of the Service, the replacement of previously scheduled staff who are unable to fill their pre-scheduled shifts or attendance at a workshop.
- b) Casual Shifts shall be equitably distributed among Part-time employees one at a time by offering part-time employees the shift in accordance with the following process and sequence:
 - i) The part-time employee with the least number of shifts in the two-week pay period will be called and offered the available casual shift. In the event the least number of shifts in the pay period is equal for two or more employees the senior employee will be offered the shift. This process and sequence shall continue until the shift is filled. The first part-time employee that has been offered the shift that directly communicates acceptance of the offered shift will be granted the shift.

- ii) In the event a call is placed to offer a **part-time employee** a shift which the employee fails to accept within the allotted time frame specified under **Item #3**, the employer shall continue to attempt to **fill** the shift by calling the next employee with the least number of shifts in accordance with i) above.
- iii) Employees may be bypassed in the above **process** and sequence under the following conditions:
 - iii(a) they have already worked sufficient hours in a pay period to entitle them to overtime under ~~the~~ Collective Agreement may be bypassed in the on-call process;
 - iii(b) where the employee whose turn it ~~is~~ to be offered a shift is already working on the day in question and that additional shift would entitle the employee to overtime based on daily work hours, the employee may be bypassed in the on-call process;
 - iii(c) employees who are scheduled to be on vacation or leave of absence when a shift is available to them and employees who have indicated that they are not available for a specific spot on the schedule need not be called if a shift in those time frames would otherwise become available to them on the rotation. It shall be deemed that the employee accepted the shift for the purposes of equal distribution shift **count** and the Employer shall continue to attempt to **fill** the shift in accordance with i) above.
- iv) Employees who are on vacation shall continue to be called in order of rotation for shifts which fall outside ~~of~~ their stated vacation period, subject to response time (outlined in **#3** below).
- v) In the event a part-time employee is absent from a **pre-scheduled** shift or an accepted casual shift due to sickness or any other reason that shift shall count for the purposes of equal distribution.
- vi) Refused shifts shall count for purposes of equal distribution. If an employee ~~is~~ not reached and v) does not apply then ~~the shift does not~~ constitute a refusal.

3. Response Time

- a) Where there are more than ~~two~~ weeks between the time the Employer reasonably should be aware that a casual shift will be required and the start time ~~of~~ that shift, part-time employees shall be accorded twenty four (24) hours to accept the shift.
- b) Where there is less than two weeks (but more than twelve (12) hours) between the time the Employer reasonably should be aware that a casual shift will be required and the start time of that shift, part-time employees shall be afforded fifteen (15) minutes to call back and accept the shift.

- c) Where there is less than 12 hours notice between the time the Employer reasonably should be aware that a casual shift will be required and the start time of that shift, part-time employees shall be afforded five (5) minutes to call back and accept the shift.

4. Cancellation of Shifts

- a) Where it has become necessary for the employer to cancel a shift in circumstances where more than one part-time worker is scheduled, the employer shall use the following procedure:
 - i) Casual shifts shall be cancelled ahead of pre-scheduled shifts. Where more than one employee is scheduled to work a specific casual shift when one such casual shift must be cancelled the employee called last shall be cancelled.
 - ii) Where more than one part-time employee is scheduled for pre-scheduled shifts, and the employees involved do not have equal numbers of pre-scheduled shifts recorded on the schedule, the employer shall cancel the shift of the employee with the greatest number of pre-scheduled shifts.
 - iii) Where the number of pre-scheduled shifts is equal, the employer shall cancel the shift of the employee with the least seniority.

5. Record Keeping

- a) It is the responsibility of the employer to ensure that shifts are equitably distributed and thus it is essential to record all shift changes, corrections, casual shifts and cancelled shifts so that errors will be minimized.
- b) The employer shall retain available for reference the original schedule for the purpose of comparing it with the working schedule on which all changes to the original schedule are recorded. When canceling a pre-scheduled shift, that shift shall be marked with a single line through it on the working schedule to permit scheduling staff to know at a glance the number of pre-scheduled shifts assigned to each employee. The number of pre-scheduled shifts for each employee shall be recorded on the margin of the working schedule and that number shall be adjusted at the time the changes are made.

6. Shift Changes

- a) Employees shall be entitled to exchange shifts within the two-week pay period. A request form must be completed and approval by a unit supervisor is required. As indicated on the request form, the mutual exchange of shifts can be refused due to overtime or at the discretion of the unit supervisor.
- b) Where an employee surrenders a pre-scheduled or casual shift, she shall be deemed to have accepted and worked that shift for the purposes of equitable distribution.

7. Errors / Remedies

- a) Errors or mistakes in the distribution of shifts will be remedied by offering the next available casual shift opportunity to the affected employee(s) in accordance with the normal distribution procedure. Affected employees are expected to provide notice of the error to the supervisor as soon as possible after they reasonably should be aware that an error occurred.

8. Contact Number

- a) The employee shall indicate a primary and secondary number by which they can be contacted. The start time of the call as per Response Time #3 will be based on the primary number. The employer is obligated to call the primary number and the secondary number.

SIGNED AT SUDBURY, ONTARIO THIS 21st DAY OF August, 2001

FOR O.P.S.E.U.

FOR NORTHEAST MENTAL HEALTH CENTRE

Muriel Ethier

Ethier

David R. Worley

M. P. P. P.

H. Haynes Young

L. Wesley

Claudette Roy

B. B. B.

Margaret Hong

J. S. M.

S. P. P.

APPENDIX I

MEMORANDUM OF AGREEMENT

Between

THE NORTHEAST MENTAL HEALTH CENTRE

And

ONTARIO PUBLIC SERVICE EMPLOYEES UNION
Local 666

RE: H ASSOCIATE - INTERI

The parties agree to the following on a without prejudice or precedent basis, with respect to Psychological Associate Interns:

1. The terms of this Memorandum of Agreement are applicable only in the event Northeast Mental Health Centre is unable to recruit, internally or externally, a Psychological Associate fully registered with the College of Psychologists of Ontario and qualified for a posted position.
2. When unable to recruit a qualified and registered Psychological Associate, Northeast Mental Health Centre may, at its discretion, post a developmental opportunity for a Psychological Associate Intern. The normal posting procedure in the Collective Agreement shall apply. Mandatory criteria will include, but are not restricted to the following:
 - Must possess a masters degree in Psychology from an accredited university;
 - Must have a minimum of five (5) years related experience in the mental health field;
 - Must be on the Temporary Register with the College of Psychologists of Ontario or satisfy all requirements necessary for immediate placement on the Temporary Register;
 - Must have skills, experience and training in clinical and psychiatric assessment and counseling; and
 - Bilingualism (English, French) may be a requirement based on Northeast Mental Health Centre's French Language Services Plan.
3. The successful applicant will be classified as a Psychometrist II pending full registration with the College of Psychologist of Ontario as a Psychological Associate.
4. Northeast Mental Health Centre will provide supervision in accordance with College requirements and will pay tuition expenses.

- 5. All expenses related to obtaining full registration including but not limited to, travel, accommodation, tests and materials and supplies shall be the responsibility of the successful applicant.
- 6. There shall be no entitlement to compensation at the regular straight time rate, the overtime premium rate or by way of time in lieu for hours beyond the normal or standard work day or the normal or standard work week required for completion of this developmental opportunity.
- 7. In the event the successful applicant does not obtain full registration with the College of Psychologists of Ontario as a Psychological Associate within a reasonable time period she/he shall:
 - a) repay all tuition expenses paid by Northeast Mental Health Centre; and
 - b) exercise her/his displacement rights in accordance with Article 11.04 of the Collective Agreement.

SIGNED AT SUDBURY, ONTARIO THIS 4th DAY OF April, 2000.

FOR O.P.S.E.U.

FOR NORTHEAST MENTAL HEALTH CENTRE

Peter Slee

Marc Piquette

David Wiley

Patricia Moms

Steve Kusan

Bonnie Rymal

Heather Haynes-Young

-

Margaret Hong

Yolande Bobbie

Diane Bull

Leah Casselman

APPENDIX J

LETTER OF UNDERSTANDING

Between

THE NORTHEAST MENTAL HEALTH CENTRE

And

THE ONTARIO PUBLIC SERVICE EMPLOYEES UNION
Local 666

RE: PAID LEAVE FOR UNION PRESIDENT

1. **President Paid Time**

NEMHC and OPSEU agree to meet post divestment of the NBPH to examine the impact of divestment on OPSEU, Local 666 membership numbers. In the event OPSEU Local 666 membership numbers are significantly increased as a result of the divestment of NBPH to NEMHC, the NEMHC and OPSEU will meet to negotiate a reasonable amount of paid leave for the President to attend to Labour/Management issues. Any agreement concluded shall continue in effect until the 31st day of March 2002 and shall be automatically continued thereafter for annual periods of one year unless either party provides the other with written notification three months in advance that it intends to amend or terminate this agreement."

This letter shall be attached to and form part of the Collective Agreement.

SIGNED AT SUDBURY, ONTARIO THIS 21st DAY OF August, 2001.

FOR O.P.S.E.U.

Miriam Ethier
David R. Widy
H. Haynes Young
Claudette Guy
Margaret Long
Sarah Pyle

FOR NORTHEAST MENTAL HEALTH CENTRE

Allice
Mary P. Smith
L. Pleshey
B. G. ...
J. I. S. Nutty

APPENDIX K

LETTER OF UNDERSTANDING

Between

THE NORTHEAST MENTAL HEALTH CENTRE

And

**THE ONTARIO PUBLIC SERVICE EMPLOYEES UNION
Local 666**

RE: VA TRANSITION ES

- 1. a) Employees will be credited with all earned and unused vacation entitlement current to the date of ratification.
- b) Post ratification vacation entitlement will be credited on a pro rated basis each pay period.
- c) At a transition year the employee's vacation accrual rate will be adjusted effective the pay period that the triggering service level is reached: "

This letter shall be attached to and form part of the Collective Agreement.

SIGNED AT SUDBURY, ONTARIO THIS 21st DAY OF August, 2001.

FOR O.P.S.E.U.

FOR NORTHEAST MENTAL HEALTH CENTRE

Muriel Ethier
David Rivier
H. Haynes Young
Claudette Guy
Margaret Hone
Bob Pyne

Phie
Mary T. Gault
L. Wesley
B. Hymal

APPENDIX L

LETTER OF UNDERSTANDING

Between

THE NORTHEAST MENTAL HEALTH CENTRE

And

**THE ONTARIO PUBLIC SERVICE EMPLOYEES UNION
Local 666**

RE: LAYOFF 60KM RULES

1. The NEMHC and OPSEU agree to the following modification of articles 11.04 (1) and 11.04 (2).
 - a) Employees must first seek to exercise displacement options within a sixty (60) kilometer radius of their current work location.
 - b) If the employee cannot displace within the sixty (60) kilometer radius the employee shall then seek to exercise displacement options outside of the sixty (60) kilometer radius.
 - c) The normal process and requirements of articles 11.04 (1) and 11.04 (2) shall apply save and except the sixty (60) kilometer radius rule."

This letter shall be attached to and form part of the Collective Agreement.

SIGNED AT SUDBURY, ONTARIO THIS 21st DAY OF August, 2001.

FOR O.P.S.E.U.

Muriel Ethier
Doreen R. Lacey
H. Haynes Young
Claudette Gray
Margaret Stone
Sue Pyle

FOR NORTHEAST MENTAL HEALTH CENTRE

Allice
Mary Piquette
L. Nesheey
B. Symal
Bill S. Jutony