

COLLECTIVE
AGREEMENT

Between

PROVIDENCE CARE CENTRE
(OPERATING AS PROVIDENCE CARE)
MENTAL HEALTH SERVICES

AND

ONTARIO PUBLIC SERVICE EMPLOYEES UNION
AND ITS LOCAL 431

DURATION: APRIL 1, 2008 – MARCH 31, 2010

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Article 1: PURPOSE

- 1.01 The purpose of this Agreement between the Employer and the Union is to establish and maintain:
- (1) collective bargaining relations between Providence Care, Mental Health Services, hereafter referred to as the 'Hospital' or 'Employer' and the employees covered by this Agreement;
 - (2) rates of pay, hours of work, and other working conditions and conditions of employment;
 - (3) a procedure for the prompt, equitable, and cooperative handling of grievances and disputes; and
 - (4) ongoing means of communication between the Union and Providence Care .
- 1.02 The parties recognize the importance of, and support and endeavour to establish a supportive, fair and equitable working climate, safe working conditions, and fair and equitable compensation for all employees covered by this Agreement, as such employees endeavour to work together to secure the best possible care, service and health promotion for patients/clients and their families.
- 1.03 Whenever the feminine pronoun is used in this Collective Agreement, it includes the masculine pronoun where the context so requires. Where singular is used it may also be deemed to mean plural.

Article 2: SCOPE AND RECOGNITION

2.1 Recognition

Providence Care recognizes the Ontario Public Service Employees Union (OPSEU) as the sole and exclusive bargaining agent for all employees who work at Providence Care, Mental Health Services (MHS) site, 752 King Street West and any satellite sites directly or indirectly connected with functions and operations of the (MHS) site, save and except supervisors who exercise managerial functions within the meaning of the Ontario Labour Relations Act, those persons above the rank of supervisor, (subject to Labour Relations Board award), persons employed in a confidential capacity within the meaning of the Ontario Labour Relations Act and students engaged in a period of internship as a part of a course of professional training.

2.2 Definitions

(a) Full-time Employee

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A full-time employee is an employee who is regularly scheduled to work 75 hours per pay period.

(b) Part-time Employee

A part-time employee is an employee who is regularly scheduled to work less than 75 hours per pay period.

(c) Casual Employee

A casual employee is an employee who does not work on a predetermined basis but is available to work on a relief basis as required by the Hospital.

(d) Temporary Employee

A temporary employee is an employee who commences employment with the Employer and who is:

- 1) hired to relieve an employee who is on an approved paid or unpaid leave, ill or on Workers' Compensation; or
- 2) hired temporarily to work for a fixed term or task not to exceed a period of six (6) consecutive months, or such longer term as may be agreed by the parties in this Agreement.

Article 3: MANAGEMENT RIGHTS

3.1 The Union recognizes that the management of Providence Care , MHS and the direction of the working force are fixed exclusively by Providence Care and shall remain solely with the Employer/Hospital except as specifically limited by the express provisions of this Agreement. Without restricting the generality of the foregoing and maintaining the highest possible standard of service and efficiency, the Union acknowledges that it is the exclusive function and right of the Employer:

- a) To direct the operation of the Hospital in the best interest of the patients, the community and the employees, within the bargaining unit.
- b) To formulate policies, rules, and regulations which are not inconsistent with the provisions of the Agreement.
- c) Plan, direct and control the operation of the Hospital; introduce new and improved methods, facilities and equipment; determine the amount of supervision necessary; combine and/or split up the departments/services/programs; establish schedules and hours of work; establish standards for quality of patient care; determine the extent to

Providence Care Centre, OPSEU Local 431 MHS Collective Agreement

which the Hospital will be operated and increase or decrease the working forces.

- d) Hire, assign, direct, classify, transfer, promote, demote, lay-off, recall, retire, discharge and suspend or otherwise discipline employees for just cause, provided that a claim by an employee that she has been disciplined or discharged without just cause may be subject of a grievance and dealt with as hereinafter provided.
- e) To introduce new practices or services, to expand, reduce, eliminate, change or modify present services and practices; to enter into contracts for buildings, equipment, supplies, and materials.
- f) To determine where, by whom, in what manner, to what time and under what conditions, employees in the bargaining unit shall perform their duties.
- g) To instruct and direct employees in their duties, responsibilities, and conduct towards patients, visitors, managers and other Hospital employees who are outside the bargaining unit.
- h) To have absolute control of buildings, use of buildings, use of utensils, equipment machinery, tools, supplies, materials, insurance, drugs and medicines and of clothing, uniforms, and all other articles or things that belong to the Employer.

Article 4: NO DISCRIMINATION

4.1 The parties are both committed to a harassment free environment and recognize the importance of addressing discrimination and harassment issues in a timely and effective manner.

4.2 No Discrimination Under Ontario Human Rights Code

The Union and the Employer agree that there shall be no discrimination practiced by reason of race, ancestry, creed, colour, place of origin, sex, sexual orientation, marital status, family status, age, record of offenses, handicap, religious affiliation or prohibited grounds under the Ontario Human Rights Code or any other applicable legislation.

4.3 No Discrimination, Interference, Intimidation, Restriction, Coercion

There shall be no discrimination, interference, intimidation, restriction or coercion exercised or practiced 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 her rights under the Collective Agreement.

4.4 Filing a Grievance and/or OHRC Complaint

An employee who feels/believes that they have been the subject of harassment may utilize the grievance procedure of this Collective Agreement and/or file a complaint under the

Providence Care Centre, OPSEU Local 431 MHS Collective Agreement

Ontario Human Rights Code or any other applicable legislation.

4.5 Right to Freedom from Harassment in the Workplace

"Every person who is an employee has a right to freedom from harassment in the workplace by the employer or agent of the employer or by another employee because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, age, record of offences, marital status, family status or handicap". Ref: Ontario Human Rights Code.

"Every person who is an employee has a right to freedom from harassment in the workplace because of sex by his or her employer or agent of the employer or by another employee". Ref: Ontario Human Rights Code.

The right to freedom from harassment in the workplace applies also to sexual orientation.

4.6 Right to be Free From Sexual Solicitation or Advancement

- a) Every person has a right to be free from,
 - i) a sexual solicitation or advance made by a person in a position to confer, grant or deny a benefit or advancement to the person where the person making the solicitation or advance knows or ought reasonably to know that it is unwelcome; or
 - ii) a reprisal or threat of reprisal for the rejection of a sexual solicitation or advance where the reprisal is made or threatened by a person in a position to confer, grant or deny a benefit or advancement to the person". Ref: Ontario Human Rights Code.
- b) An employee who believes that she has been harassed contrary to this provision may file a grievance under Article 14 of this Agreement.

4.7 Accommodating Handicapped Employees

The Hospital and the Union recognize their joint duty to accommodate handicapped employees in accordance with the provisions of the Ontario Human Rights Code.

4.8 Spousal Entitlements Under the Collective Agreement

The parties agree that where there is an entitlement conferred upon a spouse by the Collective Agreement, that entitlement shall apply equally to spouses, same sex spouses, and common law spouses.

Article 5: NO STRIKE OR LOCKOUT

- 5.1 The Union agrees there shall be no strikes and the Employer 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 6: CHECK OFF OF UNION DUES

6.1 Deduction of Union Dues

The Employer will deduct from the first day of employment, from the regular bi-weekly pay of each employee in the bargaining unit a sum equivalent to the bi-weekly dues of the Ontario Public Service Employees Union. The amount of the regular dues shall be certified to the Employer by the Treasurer of the Union from time to time. The amounts so deducted shall be remitted by the Employer to the Union's Director of Finance no later than the 15th of the month following the month in which such deductions were made. It is understood that the Employer shall deduct union dues from any retroactive wage payments.

6.2 List of Employees Paying Union Dues

Along with the dues, the Employer shall forward to the Union a list showing the names of all employees from whom the Union dues are being deducted together with a list of new employees, terminations, and all other changes of status which affect dues deductions or the rate of dues deducted. A second copy of both lists shall be provided to the Bargaining Unit Representative at the time the original lists are forwarded to the Union.

6.3 Master List of Bargaining Unit Members

In addition, the Employer agrees to forward to OPSEU Central, on an annual basis, a master list of current bargaining unit members. This list shall include employee name, address, classification/job title, and part-time/full-time status.

6.4 Indemnifying Employer from Liabilities

In consideration of the deduction and forwarding of union dues by the Employer, the Union agrees to indemnify and save harmless the Employer from any liabilities arising out of the operation of this article.

6.5 Notice of Change in Amount of Union Dues

Notice of any change in the amount of Union dues will be provided in writing by the Union to the Manager of Human Resources at least two months prior to the commencement of the pay period in which the new rate is to be implemented.

Article 7: UNION ACTIVITY

7.1 Union Meetings on Hospital Premises

The Union may hold meetings on Hospital premises, outside of normal working hours, provided facilities are available and permission has first been obtained from the Hospital. If special set-ups are required, the Union will cover any associated costs for such arrangements.

7.2 Union Bulletin Boards

Bulletin board space designated as the "Union Bulletin Boards" shall be provided by the Hospital at the Mental Health Services site, at its off-site locations that have more than ten (10) bargaining unit employees, and where mutually agreed upon. All Union boards may be used for the posting of meetings, social functions, job postings, and Union information. All current bulletin boards shall remain in place.

Article 8: INFORMATION TO NEW EMPLOYEES

8.1 Position Within the Bargaining Unit

Newly hired employees shall be informed in writing whether his or her position is within the bargaining unit, the name of the bargaining agent and the on-site OPSEU office phone number.

8.2 Notifying Union of New Hirings

On a monthly basis, the Employer agrees to notify the Bargaining Unit Representative and the Local Union President in writing of such new hiring.

8.3 Introducing New Employee to the Union

The Employer shall grant the Union fifteen (15) minutes to meet and present to new employees during regularly scheduled orientation sessions. If no orientation session is scheduled or held, the Union representative may arrange a fifteen (15) minute meeting with the new employee during regular working hours.

Article 9: NO CONTRACTING OUT

9.1 The Hospital shall not contract out work usually performed by members of the bargaining unit, which directly causes or results in a layoff, loss of seniority or service or reduction in benefits to members in the bargaining unit.

9.2 Contracting Out to an Employer who is Organized

Contracting out to an employer who is organized and who will employ the employees of the bargaining unit who would otherwise be laid off with similar terms and conditions of employment is not a breach of this provision.

Article 10: WORK OF THE BARGAINING UNIT

10.1 Supervisors or managers excluded from the bargaining unit shall not perform duties normally performed by members in the bargaining unit, except for training or workload measurement/assessment, or bonafide emergencies.

Article 11: COMMITTEES AND REPRESENTATION

11.1 Appointing Union Members to Committees

The Employer acknowledges the right of the Union to appoint or otherwise select members of the Union to the following committees having to do with the collective bargaining relationship between the Employer and its employees as defined herein, and the Employer agrees to recognize such committees and representatives.

11.2 Negotiation Committee

Negotiation Committee, which shall be composed of up to seven (7) members of the bargaining unit plus an outside counsel or advisor from the Union, whose duties shall consist of negotiating the renewal or modification of the terms of this Agreement with such representative or representatives of the Employer as the Employer may deem appropriate. Negotiation Committee member's regular schedule of duties will be permitted without loss of her regular rate of pay when attending meetings with the Hospital up to, but not including, arbitration.

11.3 Leave of Absence for Arbitration Hearings

The Employer agrees that the members of the Union Negotiation Committee may receive unpaid leave for the purpose of preparing for and attending Arbitration hearings. Such leave shall not be unreasonably denied.

11.4 Union Representation by Legislation Requirement or MOHLTC

The Hospital agrees to recognize Union representatives on further committees where such

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representation is required by legislation or by the Ministry of Health and Long-Term Care (MOHLTC). With this understanding, time spent for such purpose during the committee member's regular schedule of duties will be permitted without loss of her regular rate of pay in respect of the hours she would normally have worked.

11.5 Time Spent in Meetings and in Caucus

Compensating time for Committee involvement by union members, including meeting and caucus time, shall be negotiated as part of the Terms of Reference for each committee.

11.6 Notifying Employer of Committee Members and other Representatives

The Union shall notify the Human Resources Department in writing of the names of its Committee members and their alternates, and the name or names of its other authorized representatives and the respective dates of their appointments as well as their mailing addresses.

11.7 Union Officials - Access to Hospital Premises

The Hospital shall grant permission for access to its premises for an official of the Union who is not a member of the bargaining unit and/or legal counsel for the purpose of assisting the bargaining unit members in matters applicable to this Agreement. Permission will be required of the Vice President, Mental Health Services or designate at the time.

Article 12: EMPLOYEE-EMPLOYER RELATIONS COMMITTEE

12.1 Employee-Employer Representation

There shall be established an Employee - Employer Relations Committee (EERC) consisting of equal representation, and shall include union and management co-chairpersons.

12.2 Purpose of EERC

The purpose of the Committee shall be to exchange views on matters which may promote improvement in the function of the Hospital, including quality of service, the welfare of its employees and any matter that may affect the bargaining unit.

12.3 Function of EERC

The functioning of this Committee shall be governed by a Terms of Reference to be negotiated outside this Agreement.

12.4 Duration of Meetings

The Committee shall meet monthly or at the call of the co-chairs.

12.5 Advance Notice of Meeting

It is understood that each of the parties shall provide adequate notice of meeting in advance.

12.6 No Dealing with Grievances

This Committee shall not deal with grievances nor in any way supplant the grievance procedure as outlined in this Agreement.

12.7 Attending Meetings

Such meetings shall be held during the normal working hours, and employees attending such meeting shall suffer no loss of regular pay and/or credits

Article 13: JOINT HEALTH AND SAFETY COMMITTEE

13.1 Joint Health & Safety Committee

The Employer shall establish a Joint Health and Safety Committee for each worksite as mandated under the Occupational Health and Safety Act. Terms of Reference and operating guidelines for all Committees shall be in compliance and in accordance with the requirements of the Occupational Health and Safety Act and shall include a provision for union and management co-chairs.

13.2 Certified Worker Health & Safety Representative

A certified worker member and/or worker health and safety representative will be headquartered at each site in compliance with the requirements of the Occupational Health and Safety Act. Costs of Certification Training will be paid by the Employer.

13.3 Function of Committee

Joint Health and Safety Committees and their members shall identify and evaluate potential dangers and hazards, recommend corrective action and follow up implemented recommendations to improve conditions related to safety and health.

13.4 Employer Cooperation

The Employer shall cooperate and assist the JHSC with access to all relevant accident reports and 'health and safety records' and any other pertinent information in its possession. It is understood that 'health and safety records' will not include access to specific individual employee health information except where authorized by the employee in question.

13.5 Meetings Duration

The JHSC shall meet monthly, or at the call of the co-chairs.

13.6 Time Off to Perform JHSC Function

Time off with no loss of pay shall be granted for bargaining unit members to perform JHSC functions as outlined by the Occupational Health & Safety Act R.S.O. 1990 as amended up to and including 1998, and Terms of Reference for the Committees. Where performance of these functions take an employee past her regular hours of work, the employee will be entitled to the appropriate premium rate of pay.

Article 14: GRIEVANCE PROCEDURE

14.1 Intent of this Agreement

It is the intent of this Agreement to adjust as quickly as possible any complaints or differences between parties. For purposes of this Agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of the Agreement or the discipline, discharge or suspension of an employee covered by this Agreement.

14.2 Right to Union Representation

Employees shall have the right, to request the presence of a Union Steward at any stage of the grievance procedure, including the complaint stage and/or the filing of a grievance, or at any time when formal discipline is imposed. Request for Union representation shall not be unreasonably denied. Where the Employer deems it necessary to suspend or discharge an employee, the Employer shall notify the Local Union President in writing of such suspension or discharge.

14.3 Full Disclosure

a) Principles of Full Disclosure

The parties agree that the principles of full disclosure of issues in a dispute as alleged by a grievance advanced by the Union on behalf of a member or members, or the Union itself, and full disclosure of relevant facts relied upon by management in a decision that is subject to a grievance, are key elements in amicable and expeditious resolution processes.

b) Disclosing Relevant Facts

The parties agree that at the earliest stage of the grievance procedure, all parties will disclose the relevant facts pertinent to the issue in dispute.

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14.4 Complaint Stage

- a) It is the mutual desire of the parties hereto that complaints shall be adjusted as quickly as possible. An employee will give her immediate manager the opportunity of adjusting her complaint. Such complaint shall be discussed with her immediate manager within thirty (30) calendar days from the event giving rise to the complaint, or from when the employee ought reasonably to have become aware of the event giving rise to the complaint. At the time of the discussion, the employee will advise her manager that she considers the meeting to be the Complaint Stage meeting.
- b) Failing settlement within ten (10) calendar days of the discussion and/or meeting, the grievor's complaint may be processed within an additional ten (10) calendar days in the following manner:

14.5 Stage 1

- a) The grievor must submit the grievance in writing, through the Union, signed by her to her department/program's senior manager or designate.
- b) The grievance shall identify the nature of the grievance and the remedy sought and should specify the provisions of the Agreement which are alleged to have been violated.
- c) Within ten (10) calendar days upon receipt of the grievance, the senior manager or designate shall hold a meeting with the employee, and the manager shall give her decision in writing, with a copy to the Union Representative.
- d) Failing settlement under Stage 1, the grievor may refer the matter, through the Union, to arbitration within fifteen (15) calendar days of the date she received the decision or within fifteen (15) days of the specified time limit for receiving the decision.

14.6 Arbitration

- a) Failing settlement under the foregoing procedure of 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 fifteen (15) calendar days after the decision under the foregoing procedure is given, the grievance shall be deemed to have been abandoned.
- b) All Agreements Reached under the Grievance Procedure

All agreements reached under the grievance procedure between the representatives of the Employer, the representatives of the Union and the grievor(s) will be final and binding upon the parties.

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c) Submitting Matters to Arbitration

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 ten (10) 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.

d) Appointing an Arbitrator

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

e) Before Submitting Matter to Arbitration

No matter may be submitted to Arbitration which has not been carried through all requisite steps of the grievance procedure.

f) Arbitration Board Decisions

The Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of this Agreement, or to alter, modify, or amend any part of this Agreement.

g) Expediting Arbitration Board Proceedings

The proceedings of the Arbitration Board will be expedited by the parties. The decision of the majority of such Board, and where there is no majority, the decision of the Chair, will be final and binding upon the parties hereto and the employee(s).

h) Expenses of Arbitration

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.

i) Compliance to Grievance Procedure Time Limits

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. Agreement to waive time limits shall not be unreasonably denied.

j) Mediation/Arbitration Alternative

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:

- i) The parties are encouraged to take advantage of the process for mediation/arbitration as provided for in the Labour Relations Act, 1995 (R.S.O. 1995 as amended) (the "Act").
- ii) When the parties do not elect to use 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.

k) Substituting Arbitration Board with Single Arbitrator

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.

l) When Responding before Time Limit Deadline

Notwithstanding the time limits as set out herein, 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.

14.7 Policy Grievance

- a) A grievance arising directly between the Employer and the Union concerning the interpretation, application or alleged violation of the Agreement shall be originated at Stage 1 of the grievance process within thirty (30) calendar days following the circumstances giving rise to the grievance.
- b) 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 she could have instituted herself and the regular grievance procedure shall not be thereby bypassed.

c) Employer Grievance

Where the grievance is an Employer grievance it shall be filed with the Local Union President or designate.

14.8 Group Grievance

Where a number of employees have identical grievances and each one would be entitled to grieve separately, they shall present a group grievance in writing through the Local Union, signed by each employee who is grieving and the Local Union President, or designate and shall be originated at Step 1 of the grievance procedure within thirty (30) 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. Up to three (3) grievors of the group shall be entitled to be present at all Steps unless otherwise mutually agreed.

14.9 Classification Grievance

An employee who alleges that her position is improperly classified may discuss her claim with her immediate manager at any time, provided that such discussions shall not be taken into account in the application of the time limits. An employee, however, shall have the right to file a grievance in accordance with the grievance procedure, specifying in her grievance what classification she claims.

14.10 Sexual Harassment Grievance

a) The Employer shall provide a workplace free of sexual harassment. All employees covered by this Agreement have a right to freedom from harassment in the workplace because of gender or her Employer or agent of the Employer or by another employee, as defined by the Ontario Human Rights Code and any other applicable legislation.

b) Union Representation at all stages

An employee who makes a complaint under the sexual harassment section of this Article may be accompanied and represented by a Union representative at the time of the discussion of the complaint, at each stage of the grievance procedure, and in the course of any investigation established by the Employer under any staff relations policy.

c) Filing a Sexual Harassment Complaint

Any complaint made under this Article will be made in writing, and filed with the senior Human Resources Representative.

i) Exempted from Time Limits of Complaint Stage

The time limits set out in Article 14.4.a (Complaint Stage) do not apply to complaints under Article 14.10 (Sexual Harassment Grievance).

ii) Investigation by Human Resources

Upon receipt of a complaint or grievance under article 14.10 (Sexual Harassment), the Human Resources representative shall immediately establish an investigation, and shall take appropriate measures to ensure that the employee submitting the allegation is protected from any further potential harassment, without loss of pay and without loss of credits, pending the results of such investigation.

iii) Suspending Grievance Procedure Time Limits during Investigation

Where, at any time either before or upon the making of a complaint or filing of a grievance under Article 14 (Grievance Procedure), the Employer establishes an investigation of a suspected or alleged sexual harassment incident(s), the time limits for the processing of a complaint or grievance under Article 14 (Grievance Procedure) shall be suspended until the employee is given notice in writing, with a copy to the Union Representative, of the results of such investigation, which shall be completed within thirty (30) calendar days of establishing such investigation.

iv) Right to File an OHRC Complaint

Any such complaint filed under this Article does not in any way preclude the affected employee from filing a complaint under the Ontario Human Rights Code related to the conduct which is the subject of the grievance.

14.11 Release of Probationary Employee

The release of a probationary employee for reasons based on performance and the ability to do the job, including skills, suitability and availability shall be at the discretion of the Employer and shall not be subject to the grievance procedure unless the probationary employee is released for:

- a) reasons which are arbitrary, discriminatory or in bad faith; or
- b) exercising a right under this Agreement.

14.12 Claim of Unjust Discharge by Employee who has completed her Probationary Period

The Employer agrees that it will not discharge, without just cause, an employee who has completed her probationary period. A claim by an employee that she 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, at Stage 1 of the grievance procedure within ten (10) calendar days after the date the discharge is effected. Such grievance may be settled by:

- a) confirming the Employer'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.

Article 15: HEALTH AND SAFETY

15.1 Accident Prevention and Health & Safety Promotion

The Employer shall make reasonable provisions for the health and safety of its employees. It is agreed that both the Employer and the Union shall cooperate to the fullest extent possible in the prevention of accidents and in the promotion of health and safety of all employees.

15.2 Safety Equipment, Protective Clothing & Training

The Employer shall provide appropriate safety equipment, and protective clothing, and training in the use of such equipment and clothing.

15.3 Proper Training & Instruction

No employee shall be required to work on any job or operate any piece of equipment until she has received proper training and instruction.

15.4 Footwear

The Employer agrees to reimburse all employees the cost of CSA approved safety footwear to a maximum of \$100 per year (receipts must be submitted), where the employees are assigned work that requires foot protection, as determined by the Hospital.

15.5 Company Vehicle Safety

The Employer shall ensure all company owned/leased vehicles are safe and road worthy.

15.6 Vehicles - First Aid Kit / Car Emergency Kit / Fire Extinguisher

All company owned/leased vehicles will be supplied with a first aid kit and an appropriate car emergency kit and a fire extinguisher as determined through consultation with the Joint Health and Safety Committee.

15.7 Infectious Diseases

a) Hepatitis B Exposure

Where the Employer or the J.H.S.C. identifies high risk areas where employees are exposed to Hepatitis B, the Employer shall provide, at no cost to the employees, a Hepatitis B vaccine, and;

b) High Risk Exposure Areas

Where the Employer or the J.H.S.C. identifies high risk exposure areas where employees are potentially in contact with infectious or communicable diseases such as influenza for which there are available protective medications, such medications shall be provided at no cost to employees. The Employer shall approve implementation protocol for any such medications.

15.8 Protection from Violence at Work

a) Reasonable Measures

The Employer shall endeavour to take all reasonable measures to protect employees from violence at work. This would include establishing a violence prevention policy and where appropriate: conducting 'risk assessments', as necessary; establishing work practices and procedures to eliminate or minimize violence; ensure reporting, investigating and recording of incidents of violence; and provision of information and training to employees on the recognition of potentially violent situations and diffusion of violent situations.

b) Communication Devices

Where workplace practices are established that deem it necessary, the Employer shall provide employees with an appropriate and effective communication device for summoning assistance.

15.9 MODIFIED WORK

a) Accommodation Practices

In order to facilitate a safe return to work, in accordance 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.

b) Modified Work Plans

i) Implementing Modified/Rehabilitative Work Program

The Employer shall, where deemed reasonable and appropriate, implement modified/rehabilitative work programs in order to assist employees returning to work following illness or injury. The specific terms of individualized modified work plans will be developed by the Employer based on pertinent medical information and in consultation with the employee. The Employer shall advise the employee that they may request Union representation. To facilitate these programs, it is understood that the provisions of the Collective Agreement may be waived or varied to assist this process, upon written agreement of the Hospital and the Union.

ii) Accommodating Disability or Illness

A worker's disability or illness shall be accommodated with work that has been modified to allow the worker to perform the work without risk of injury or illness to the worker or the worker's co-workers. Work shall be modified in accordance with sound occupational health and safety principles.

iii) Assessment & Consultation

Prior to the employee entering into a modified/transitional work program, the Employer shall conduct appropriate assessments in consultation with the employee, her treating physician/health professional, and the Union Representative where requested.

Article 16: POSTING AND FILLING OF VACANCIES

16.1 Posting Period

When a vacancy occurs (permanent position or temporary position), or a new position is created in the bargaining unit, it shall be posted for a period of (10) consecutive days.

16.2 Temporary Position

For the purpose of this Article, a temporary position is defined as:

- 1) relieving an employee who is on an approved paid or unpaid leave, ill or on Worker's Compensation;
- 2) hired temporarily for a fixed term;

16.3 Posting Temporary Positions

The Employer shall post the initial vacancies for temporary positions reasonably expected to continue for greater than six (6) months less a day to a maximum of twelve (12) months, unless extended by mutual agreement of the parties.

16.4 Subsequent Temporary Vacancies

Subsequent temporary vacancies will be filled at the discretion of the Department/Program Head.

16.5 Posting Notices of Vacancies

Notices of vacancies shall be posted on all assigned bulletin boards within the Providence Care, MHS site and any satellite sites(s) where bargaining unit employees subject to this Agreement work or are headquartered.

16.6 Internal Applicants - Primary Consideration

The Employer agrees that it will give internal applicants primary consideration by assessing their skills, qualifications and experience against the selection criteria established for the job before proceeding to consider the applications of external candidates.

16.7 Informing Union of Postings

The Employer agrees to provide a copy of each posting to the Local Union President.

16.8 Applications

Applications for such vacancies shall be made in writing by the closing date of the competition.

16.9 OPSEU Local 431 Applications

All OPSEU Local 431 applications will be acknowledged in writing by the Employer to the applicant.

16.10 Notice of Vacancy

Internal postings shall state the nature and title of position, salary, qualifications required, work location, and hours of work. The notice of vacancy shall also state that the position is represented by the Union.

16.11 Filling Vacancy - Primary Consideration

In filling a vacancy, the Employer shall give primary consideration to relevant skills, ability, qualifications, and experience, of the applicants as they relate to the duties of the position. Where all such factors are considered and applicants are found to be relatively equal, seniority shall be the deciding factor.

16.12 Employment Equity

Notwithstanding the above Article, the Union and the Employer may agree that employment equity shall be the overriding consideration. Such agreements shall be made in advance of job postings and may be based on individual positions, group positions, classifications or other individual groups of jobs as appropriate. Agreements under above Article will be based on an analysis of workforce data and employment systems indicating a designed group is or groups are under represented. It is recognized that in accordance with the Ontario Human Rights Code, the Employer's employment equity program shall not be considered a contravention of this article.

16.13 Attending Interview - Time Off

An applicant who is invited to attend an internal interview shall be granted time off without loss of regular pay and with no loss of credits.

16.14 Unsuccessful Applicants - Notification

Unsuccessful applicants for a posted position will be notified in writing. At the request of the employee, the Employer will discuss with the unsuccessful applicant ways in which they can improve their qualifications for future postings.

16.15 Modified Positions - Accommodating Disability

Where the duties of a position are modified to accommodate an employee with a disability, the position shall not be considered a vacancy for the purposes of this article.

Article 17: PROMOTIONS AND TRANSFERS

17.1 Promotions

Promotions occur when an employee in a bargaining unit position is the successful applicant for another bargaining unit position in a classification with a higher maximum salary than her former position.

17.2 Trial Period

In the matters of promotion and staff transfer, a successful bargaining unit applicant shall be allowed a trial period of up to sixty (60) days worked during which the Employer will determine if the employee can satisfactorily perform the job. This trial period can be extended with mutual consent of the Union and the Employer. Within this period the employee may voluntarily return, or be returned by the Employer, 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. If the employee is returned to her former position she shall be informed of the reasons for such return.

17.3 Placement on the Salary Range

An employee, upon promotion to a higher classification, will be placed in the appropriate level of the salary range of the new classification so that the increase is not less than one (1) full increment in her former classification. The maximum rate of the higher rated job increment structure will not be exceeded because of the application of this provision. The salary increase shall be effective from the date of promotion. The employee's anniversary date for advancement on the salary grid will commence as of the date of promotion. If an employee is returned to or voluntarily returns to their original position pursuant to Article 17.2, their original anniversary date will be maintained.

17.4 Reclassification - Internal Review or Classification Application

Where an employee is reclassified to a higher paying classification by way of an internal review or classification application, it is understood that the provisions of Article 17.3 will apply.

17.5 Posted to Lower Paying Classification within Bargaining Unit

An employee who successfully posts into a lower paying classification within the bargaining unit shall be placed at the same step in the new salary range with no adjustment to her anniversary date.

Article 18: PROBATIONARY PERIOD

18.1 Newly hired employees shall be considered to be on probation for a period of six months from the date of hire (950 hours worked for employees whose regular hours of work are other than the standard workday).

18.2 During the probationary period, the employee shall be entitled to all rights under this Agreement or by the terms dictated by benefit plan carriers.

Article 19: TECHNOLOGICAL CHANGE

19.1 Notifying the Union

The Employer undertakes to notify the Union as far in advance as possible and in any event no less than four (4) months, of any technological changes which the Employer has decided to introduce which will change the employment status of members of the bargaining unit.

19.2 Discussing Effects with the Union

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

19.3 Where New or Greater Skills are Required

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

Article 20: HOURS OF WORK

20.1 Normal Hours of Work

a) Normal Hours of Work – Full- Time Employees

The normal hours of work for full-time employees shall consist of seventy-five (75) hours in any two (2) week pay period. The normal shift shall be composed of seven and one-half (7½) consecutive hours, exclusive of meal times.

Note: Implementation of the new 37 ½ hour work week will take place within two weeks of the date of ratification, except where scheduling issues and/or the need to negotiate new Compressed Work Week schedules necessitates a further delay.

b) Hours of Work - Part-Time

The Hospital does not guarantee to provide employment or work for normal hours.

c) Hours of Work - Casual

The Hospital does not guarantee to provide employment or work for normal hours or for any other hours.

d) Available Hours

Available hours of work, up to the point of overtime, will be offered to part time employees first, then casual employees.

20.2 Change of Shift Reporting

It is understood that at the change of shift there will normally be additional time required for reporting which shall be considered to be part of the normal daily shift, for a period of up to fifteen (15) minutes duration. Should the reporting time extend beyond fifteen (15) minutes, the entire period shall be considered overtime for the purposes of payment under Article 34 (Overtime).

20.3 Compressed Work Week Agreements

Compressed work week agreements will be negotiated by the parties in accordance with the Letter of Understanding re: Compressed Work Week Arrangements. All existing compressed work weeks will be maintained.

20.4 Posting Shift Schedules

Shift schedules shall be posted not less than thirty (30) days in advance and there shall be no change in the schedule after it has been posted unless notice is given to the employee one hundred and twenty (120) hours in advance of the starting time of the shift as originally scheduled. If the employee concerned is not notified one hundred and twenty (120) hours in advance she shall be paid time and one-half (1-1/2) for the first eight (8) hours worked on the changed shift.

20.5 Changing the Schedule

Nothing shall preclude the Hospital's right to change the schedules. However, the Hospital agrees that it will not exercise this right unreasonably.

20.6 Shift Schedules

Shifts shall be scheduled in a fair and equitable manner, including weekend duty, unless mutually agreed by the parties.

20.7 Rest Periods

There shall be one paid fifteen (15) minute rest period in each half shift worked.

20.8 Days Off

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

Full-time Only

- b) It is understood that employees shall not be required to work more than two consecutive weekends, or any part thereof. For the purpose of this article, "weekend" is defined as the period falling between 2300 hours Friday and 0700 hours Monday.

20.9 Scheduled Tour of Duty or Shift

A shift which does not commence and end on the same calendar day shall be considered as falling wholly within the calendar day on which the shift commences.

20.10 Changing a Shift

A request for a change in the posted time schedule must be submitted to and approved by the Employer prior to the change. It is understood that such change initiated by the employee and approved by the Employer shall not result in overtime payment unless the Employer requires the employee to work additional overtime hours immediately following completion of that shift.

20.11 Split Shifts

It is the intent of the parties that there shall be no split shifts.

20.12 Time Off Between Scheduled Shifts

Every reasonable effort shall be made to avoid scheduling the commencement of a shift within twelve (12) hours of the completion of the employee's previous shift provided however, that if an employee is required to work before twelve (12) hours have elapsed, she shall be paid time and one-half (1-1/2) for those hours that fall within the twelve (12) hour period. It is understood that the term "shift" does not include any period of time in respect of which an employee is entitled to overtime payments or compensating leave in accordance with the overtime and call back Articles of this Agreement.

20.13 Meal Allowance

An employee who continues to work more than two (2) hours of overtime immediately following her scheduled hours of work without notification of the requirement to work such overtime, prior to the end of her previously scheduled shift, shall be reimbursed for the cost of one (1) meal to four dollars (\$4.00) except where free meals are provided or where the employee is being compensated for meals on some other basis. A reasonable time with pay shall be allowed the employee for the meal break.

20.14 Flexible Hours

- a) Flexible hours of work, or flextime, is a system designed to accommodate the individual preferences and needs of employees while at the same time ensuring the efficient operation of the Employer's services. In this article flextime refers to flexible starting and finishing times.

- b) Implementation, Written Requests and Terms

Flexible hours will be implement only after mutual agreement is secured between the employee who wishes flexible hours of work and the Employer. A written request for flexible hours of work shall not be unreasonably denied. Operational requirements will be a determining factor in the decision to enter into flexible hours arrangements. The terms of the flex time arrangements shall be in writing and can be discontinued by either party with reasonable notice.

- c) Existing Flextime Arrangements

Existing flextime arrangements shall be continued but are subject to review and discontinuance by either party as per article 20.14(b).

20.15 Compensatory Banked Time

Where an employee has accrued compensatory banked time credits, the compensating time off shall be arranged between the employee and her manager on the following basis:

- a) Requests to take compensating time off are subject to operational considerations.
- b) Any compensating credits not taken by March 31 shall be paid out by the Employer.
- c) Unless otherwise expressly stated, this article governs the process by which all compensatory banked time credits are taken.

Article 21: JOB DESCRIPTIONS

- 21.1 The local shall be provided with all bargaining unit Job Descriptions.

21.2 Available for Examination

An employee's job description will be available for examination in her department/program. Upon request, a copy of an employee's job description will be provided to her.

21.3 Revised Job Description

Whenever the job description is revised, the employee or group of employees performing the duties so described shall be involved in the revision process. The Union shall be provided with a copy of the revised job description.

Article 22: REORGANIZATION

The Employer agrees to discuss with the Union as early as possible, and prior to the implementation, any reorganization which would significantly alter the status of an employee within the bargaining unit or which would require the deletion or reduction in number of any classification. Such discussion shall take place through the Employee/Employer Relations Committee.

Article 23: EMPLOYEE RECORD

23.1 Reviewing Disciplinary Notations and Evaluations

Each employee shall have reasonable access to her personnel file for purposes of reviewing disciplinary notations and evaluations. Appointments shall be made in advance through the senior Human Resources Representative. All employees have the right to request and obtain copies of any evaluations conducted by the Employer and any disciplinary letters.

23.2 Removing Letters of Reprimand, Suspension or other Sanction

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

23.3 Letter of Counsel

- a) Any Letter of Counsel shall be clearly identified as such. Employees shall be copied on all Letters of Counsel which shall be placed only on their personnel file. It is understood that employees shall have the right to add and attach written comments specifically directed to the contents of any Letter of Counsel placed on their file.

Removal from Personnel File

- b) Letters of Counsel will be removed from the personnel file of an employee if subsequent to
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the receipt of the letter, the employee's record has been free of any additional Letters of Counsel for a period of five (5) consecutive years, and if, at that point in time, there is no discipline on the employee's record.

Article 24: ACCESS TO FILES

24.1 Performance Evaluation

A copy of any completed performance evaluation which is to be placed in an employee's personnel file shall be reviewed first with the employee. The employee shall initial such performance evaluation as having been read and shall have the opportunity to add her views to such evaluation prior to it being placed on her file. A copy of the evaluation will be provided to the employee at her request.

24.2 Access to Personnel File

Each employee shall have reasonable access to her personnel file in the presence of a representative of the Employer for purposes of reviewing disciplinary notations and evaluations. Appointments shall be made in advance through the Human Resources Department. All employees have the right to request and obtain copies of any evaluations conducted by the Employer and any disciplinary letters.

Article 25: COST OF PRINTING COLLECTIVE AGREEMENT

25.1 The Employer agrees to prepare the final typed version of the completed contract and the Union agrees to be responsible for printing sufficient copies of the contract for both the Employer and the employees. The cost of printing such copies shall be borne equally by each party to the Agreement.

Article 26: LEAVES OF ABSENCES

26.1 Family-Related Leave

The Employer shall grant an employee use of accumulated credits for up to five (5) days in a year for family-related purposes. For the purposes of this Article, it is agreed by the parties that any such leave shall accumulate towards the Hospital's obligation to provide similar unpaid leave under the Employment Standards Act.

26.2 Leave Without Pay

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

26.3 Effect Of Absence

a) Service & Seniority

If an employee's leave without pay from the Hospital exceeds thirty (30) continuous calendar days, she will not accumulate service or seniority for purposes of vacation entitlement and/or sick leave benefit for the period of the leave, unless otherwise specified in this Agreement.

b) Payment of Subsidized Employee Benefits

In addition, the employee will become responsible for full payment of subsidized employee benefits in which she is participating for the period of the leave.

c) Approved absences in Excess of thirty Days

In the case of approved absences in excess of thirty (30) continuous calendar days, mutually acceptable arrangements may be made with the Hospital regarding payment arrangements.

26.4 Union Leave

a) Attending Activities Relating to the Union

Leaves of absence without pay and with no loss of credits or seniority may be granted for employees selected by the Union for the purpose of attending the conferences, schools, seminars, conventions or other such activities relating to the Union, subject to operational requirements of the Hospital. Such leave shall not be unreasonably denied.

b) Payment of Union Leave

The Hospital agrees to pay the employee during such leave, and to invoice the Union for reimbursement of such pay and applicable cost of benefits. The request for leave for Union business shall be filed no less than fourteen (14) days in advance whenever possible.

c) Leave, Board of Directors

An employee who is elected to the Board of Directors of the Ontario Public Service Employees Union shall be granted, upon request, such leave(s) of absence as she may require to fulfill the duties of the position. Reasonable notice - sufficient to adequately allow the Hospital to minimize disruption of its services shall be given to the Hospital for such leave of absence. Notwithstanding Article 27 (Seniority) there shall be no loss of seniority or service for an employee during such leave of absence.

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d) Employee's Salary and Applicable Benefits

During such leave of absence, the employee's salary and applicable benefits shall be maintained by the Hospital and the Union agrees to reimburse the Hospital in the amount of the full cost of such salary and applicable benefits.

e) Elected to Position of President or First Vice President of the Union

In the event that an employee is elected to the position of President or First Vice President of the Provincial Union, she shall be granted leave with pay for periods necessary to perform their duties and responsibilities to the Union.

f) Reimbursement of Wages and Benefits

The Employer shall be reimbursed the full cost of wages and benefits by the Union.

26.5 Time Off for Local President

Time off for the local president to conduct the business of the local shall be negotiated through the Employee-Employer Relations Committee as per past practice.

26.6 Self Funded Leaves

The Employer agrees to the principal of self funded leaves. The terms of such leaves shall be negotiated as a Memorandum of Understanding and attached to the Collective Agreement.

26.7 Leave – Jury and Witness Duty

a) Jury and Witness Duty – All Employees

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, the employee shall not lose regular pay because of necessary absence from work due to such attendance, and shall not be required to work the night shift prior to and on the day of such duty, provided that the employee:

- i) informs the Employer immediately upon being notified that the employee will be required to attend Court or the Coroner's Inquest;
- ii) presents proof of service during the employee's attendance; and
- iii) 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.

- iv) The employee shall be compensated for time spent at these hearings that corresponds to her scheduled hours of work. The employee shall be compensated for the day(s) in question, and the employee must return to work or use accumulated credits to cover any time remaining in the shift should the hearings not take up the full shift. Where there is an insufficient rest period between the end of the jury duty and the start time of the employees' next shift, the employee may request a shift change to provide adequate rest time. It is expected that the employee will provide as much notice as possible.

b) Court of Law/Coroner's Inquest – Full- Time Employees

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 Employer, on her regularly scheduled day off or during her regularly scheduled vacation, the Employer 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 Employer fails to reschedule such employees, the Employer 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.

(c) Court of Law/Coroner's Inquest – Part-Time Employees

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 Employer, on her regularly scheduled day off, she shall receive regular pay as if she had been scheduled to work the day.

26.8 Pregnancy/Parental and Adoption Leave

It is understood that the notice periods referenced in this Article are the minimums acceptable and that efforts should be made to provide as much notice as possible.

a) Eligibility for Pregnancy, Adoption and/or Parental Leave

- i) An employee who has had at least thirteen (13) weeks of continuous service immediately preceding the estimated date of delivery shall be eligible for pregnancy, adoption and/or parental leave. Such leave shall not normally exceed a total of fifty-two (52) weeks.
- ii) Such leave will be granted in accordance with the provisions of the Employment Standards Act, except where otherwise amended in this Article.

b) Pregnancy Leave

i) Employee Giving Notice of Pregnancy Leave Entitlement

An employee who is entitled to pregnancy leave is required to give at least four (4) weeks notice in writing prior to the commencement of the leave specifying the dates for which the leave is desired together with a medical certificate estimating the date of delivery.

ii) Notice of Earlier Date of Return from Pregnancy Leave

An employee has the right to a pregnancy leave of at least seventeen (17) weeks in total. Written notice by an employee to change the date of return to work to an earlier date will be given at least four (4) weeks prior to the date on which she intends to return.

iii) Changing Pregnancy Leave Commencement Date

An employee who wishes to change the date commencing her leave to an earlier or later date will provide at least two (2) weeks written notice prior to the new date.

iv) Pregnancy-related Complications While Still Working

If an employee is forced by pregnancy-related complications to stop work before she has arranged her pregnancy leave, she has two (2) weeks from that date to give her employer written notice, with a medical certificate confirming the circumstances and the expected or actual date of birth.

c) Parental and Adoption Leave

- i) An employee is entitled to thirty-five (35) weeks if the employee also received pregnancy leave and thirty-seven (37) weeks if the employee did not receive pregnancy leave following the birth of the child or the coming of the child into the employee's custody, care and control for the first time.

Definition of "Parent"

A "parent" includes a person with whom the child is placed for adoption and a person who is in a relationship of some permanence with the parent of the child and intends to treat the child as her own.

ii) Parental Leave Commencement for a Natural Mother

For a natural mother, parental leave commences when her pregnancy leave ends or when the child first comes into her custody, care and control.

Parental Leave Commencement for Fathers and adoptive Parents

For fathers and adoptive parents, parental leave must commence within fifty-two (52) weeks after the birth or after the child first comes into their custody, care and control.

iii) Giving Notice Prior to Commencement of Parental Leave

An employee who is entitled to parental leave is required to give at least four (4) weeks notice in writing prior to the commencement of the leave, specifying the dates for which the leave is required. With respect to a prospective adoption, the employee shall advise the Employer as far in advance as possible and shall request the leave in writing upon receipt of confirmation of the pending adoption. If, because of late receipt of confirmation of the pending adoption, the employee finds it impossible to request the leave of absence in writing, the request may be made verbally and subsequently verified in writing.

iv) Changing Parental Leave Commencement Date

An employee who wishes to change the date for commencing her leave to an earlier or later date will provide at least two (2) weeks written notice prior to the new date.

v) Extending Parental Leave

Written notice by the employee to extend a parental leave of less than thirty-five (35) weeks if the employee also received pregnancy leave, or thirty-seven (37) weeks if the employee did not receive pregnancy leave, will be given at least four (4) weeks prior to the termination of the initially approved leave.

vi) Changing Date of Return to Earlier Date

Written notice by an employee to change the date of return to work to an earlier date will be given at least four (4) weeks prior to the date on which she intends to return.

d) Supplementary Unemployment Benefit Plan (Sub)

1) Natural Mother or Parent

A natural mother or parent, who is in receipt of Employment Insurance pregnancy benefits, pursuant to Section 18 of the Employment Insurance Act 1971, shall be paid a supplemental employment benefit. The benefit will be equivalent to the difference between eight-four (84) percent of her regular weekly earnings and the sum of her weekly Employment Insurance benefits and any other earnings.

i) Commencement of SUB Payment - Natural Parent

Such payment shall commence following completion of the two (2) 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 benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks. The employee's regular weekly

earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours.

ii) EI Waiting Period

The Employer shall pay to the employee the equivalent of eight-four (84) percent of her full rate of compensation for the two (2) week waiting period.

2) SUB Payments- Parental Benefits

A natural or adoptive parent, who is in receipt of Employment Insurance parental benefits, pursuant to Section 20 of the provisions of the Employment Insurance Act, shall be paid a supplemental employment benefit. The benefit will be equivalent to the difference between eighty-four (84) percent of her regular weekly earnings and the sum of her weekly Employment Insurance parental benefits and any other earnings. Such payment shall commence following receipt by the Hospital of the employee's Employment Insurance cheque stub as proof that she is in receipt of parental benefits, and shall continue for a maximum of ten (10) weeks.

3) Extended Parental Leave Benefits - Adoptive Parents

Where an adoptive parent is in receipt of extended parental leave benefits, as provided by Employment Insurance, supplemental employment benefits, as outlined herein, will be provided as an extension of the ten (10) week period to an aggregate total of fifteen (15) weeks. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours.

4) Employee's Vested Rights

The employee does not have any vested right except to receive payments for the covered unemployment period. The plan provides that payments 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.

e) Miscellaneous

i) Credits for Service for Pregnancy/Parental Leave

Credits for service for the purpose of salary increments, vacation, sick leave or other benefits under any provisions of the Collective Agreement, as well as bargaining unit seniority, shall accumulate during the period of pregnancy leave and for the period of parental leave as provided for under the Employment Standards Act.

ii) **Employees Receiving Percentage in Lieu of Benefits**

For employees receiving a percentage in lieu of benefits, the Hospital shall continue to pay the applicable percentage in lieu of benefits for the duration of the pregnancy and parental leave as provided for under the Employment Standards Act.

The Hospital shall register such payments in lieu of benefits as part of the Supplement Unemployment Benefit Plan.

iii) **Employee Benefit Premium Payments**

In addition, in the cases of full-time employees who are receiving benefits, the Employer shall continue to pay its share of the premiums for employee benefits provided under the Collective Agreement for the duration of the pregnancy/parental leave of absence, as provided for under the Employment Standards Act. An employee who wishes to maintain such benefits will be responsible for paying her share of the benefit premiums during the leave of absence. Long Term Disability premium payments are excluded during such leaves.

f) **Return To Work**

a) Notwithstanding the provisions of Article 17, an employee shall be reinstated to her former position, unless her former position has been discontinued, in which case she shall be given a comparable job.

b) **Employee Who Does Not Intend to Return to Employ of the Hospital**

An employee who does not intend to return to the employ of the Hospital must give to the Hospital thirty (30) days notice in writing prior to the completion of the period of pregnancy/parental leave.

26.9 **Bereavement Leave**

a) **Granting Bereavement Leave**

An employee who notifies the Hospital as soon as possible following the death of an immediate family member shall be granted bereavement leave for up to three (3) consecutive scheduled working days off without loss of pay, to be taken in conjunction with the death of the family member or the funeral of the family member, but not both.

b) **Definition of "Immediate Family"**

"Immediate Family" means parent, step-parent, brother, sister, spouse, son, daughter, mother-in-law, father-in-law, grandparent, spouse's grandparent, grandchild,

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brother-in-law, sister-in-law, common-law spouse, step-child, daughter-in-law and son-in-law.

c) Definition of "Spouse"

The term "Spouse" for the purposes of this Article shall also include a partner of the same sex.

d) Related Family Member

An employee who would otherwise have been at work shall be allowed one (1) day leave of absence with pay in the event of the death and to attend the funeral of her aunt, uncle, niece or nephew.

e) Where an Employee Does not Qualify

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

26.10 Professional Development - Education Leave

The Employer and the Union recognize that continuing education is important for all employees and that the parties have shared interests and responsibilities in this area. The parties will endeavour to maximize internal opportunities for training and development which may include but are not limited to: guest lecturers, train the trainer's, tele/video conferences and access to in-house programs/seminars and library materials.

Consideration for Leave of Absence for Professional Development shall be based on operational needs and scheduling requirements:

a) Attending Job Related Meetings or Courses

Leave of absence with or without pay and without loss of seniority may be granted to employees for the purpose of attending job related professional meetings or educational courses. The granting of such leave shall not be unreasonably withheld.

b) Incidental Expenses

In addition, the Employer may pay some or all of the expenses incidental to an employee's attendance at such a course or meeting.

c) Attending a Course/Program over Weekend or on Day Off

An employee who attends a course or professional development program that is directly

related to her work, over a weekend or on a regularly scheduled day off, shall receive time for time. In order to claim such paid time off, the employee must obtain prior approval and shall provide her manager or designate with evidence of the nature, location and duration of the educational programme. Such time off shall be taken at a mutually agreeable time.

d) Leave of Absence - Writing Examinations

An employee shall be entitled to leave of absence without loss of earnings from her regularly scheduled working hours for the purpose of writing any examinations required in any recognized course in which an employee is enrolled to upgrade her professional qualifications for purposes of her direct employment.

Where an employee requests an unpaid leave of absence for the purpose of writing any other examinations, such leave shall not be unreasonably denied.

e) Attending Short Courses, Workshops or Seminars

Leave of absence without loss of regular earnings from regularly scheduled hours for the purpose of attending short courses, workshops, or seminars directly related to the employee's employment at the Hospital, may be granted at the discretion of the Hospital upon written application by the employee to her supervisor.

f) Attending Course Outside Regular Scheduled Working Hours

When an employee is required by the Hospital to attend courses outside of her regularly scheduled working hours, she shall be paid for all time spent in attendance on such courses, including travel time, at her regular straight time hourly rate of pay.

g) Elected by RHPA Governed College to Attend Regular Meetings

The Employer shall, subject to operational need, grant a leave of absence without loss of pay or credits to an employee who is elected by a College governed by the Regulated Health Professions Act, to attend regularly scheduled meetings of the College.

Article 27: SENIORITY AND SERVICE

27.1 Employees Who Accepted Employment Prior to Changeover Date

The Seniority/Service Dates of all employees in the bargaining unit who accepted employment prior to the Changeover Date (March 5, 2001) will be the same as their Seniority/Service Dates as specified in Schedule "A" of the Memorandum of Agreement between the Crown in the Right of Ontario and Providence Care Centre, or as subsequently amended by the Crown.

27.2 Employees Who Accepted Employment After the Changeover Date

Seniority will be established from the last day of hire in the bargaining unit and shall be pro-rated based on hours of work and shall include only those periods of continuous service in the bargaining unit.

27.3 Recognizing Seniority

Seniority will be recognized for all purposes provided for in this Collective Agreement.

Defining "Seniority"

Seniority shall be defined as an employee's length of service within the bargaining unit from the most recent date of hire.

27.4 Defining "Service"

Service shall be defined as an employee's length of continuous service with the Employer from the most recent date of hire.

27.5 Determining Seniority

Seniority will be determined as follows:

a) Full-time

i) for employees who work a thirty-seven and one half (37 ½) hour work week, one year equals nineteen hundred and fifty (1950) paid hours.

ii) for employees who work a forty (40) hours work week, one year equals two thousand and eighty (2080) paid hours

b) Part-time/Casual – one year equals sixteen hundred and fifty (1650) hours worked.

c) An employee who changes her status maintains her seniority.

d) In the event that a temporary employee is retained as a regular employee, her accumulated seniority and service shall be retained. Service for the purpose of merit increments and vacation shall be made retroactive to her last date of hire as a temporary employee provided no break in service has occurred and her period of temporary employment shall be applied towards her probation period which shall be reduced proportionately.

Article 28: DEEMED TERMINATED

28.1 Seniority rights and an employee's employment shall be terminated under the following conditions:

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- a) Termination of employment by resignation or retirement of employee.
- b) Termination of employment by discharge of employee by Employer if such discharge is not reversed through the grievance or arbitration procedure.
- c) If an employee is absent without leave from work for a period of more than three (3) consecutive working days without permission of the Employer and does not subsequently provide a reasonable excuse to the Employer.
- d) An employee on layoff shall forfeit her seniority rights if she fails to report for work within ten (10) working days of a registered letter having been issued to her last mailing address as shown on Hospital records.
- e) If an employee has been laid off without recall for a period of more than twenty-four (24) months.
- f) If an employee is absent from work due to illness or disability for a period of thirty (30) months from the time such absence commenced. Such termination shall not occur if it conflicts with the Human Rights Code.
- g) If a casual employee is offered and does not actually perform work for a minimum of three shifts within each 3 month period ending January 1, April 1, July 1, or October 1.

Article 29: SENIORITY LISTS

29.1 Bargaining Unit Wide Seniority List

A Hospital wide master seniority list will be maintained for the bargaining unit. The Employer shall post such list and provide the Union with a copy indicating bargaining unit wide seniority, twice per year, in April and October. The list shall include the employee's name, classification, full-time or part-time status and seniority.

a) Accumulating Seniority During Paid Leaves

Seniority shall continue to accumulate throughout the entire period of any paid leaves, pregnancy and/or parental leaves and sick leaves.

b) Accruing Seniority During Unpaid Illness or Disability Absences

Seniority shall also accrue for a period of one (1) year for any unpaid absence relating to an illness or disability.

c) Accumulating Seniority During a Modified Work Program

Seniority also continues to accumulate while an employee is participating in **any** modified work program.

d) Seniority Lists

Seniority lists for full-time and part-time employees shall be combined for all purposes of the layoff and recall provisions of this Agreement.

e) Retaining Seniority When Transferred from Full-Time to Part-Time/Casual (or Vice Versa)

Seniority shall be retained by an employee in the event that she is transferred from full-time to part-time/casual or vice versa.

29.2 On Leave Without Pay or Transferred to a Position Outside Bargaining Unit

a) An employee who is on leave without pay or who is transferred to a position outside the bargaining unit for a period of greater than four (4) weeks and less than twelve (12) months, or such longer period as the parties may agree upon, shall retain but not accumulate seniority held at the time of transfer.

b) Returned to a Bargaining Unit Position

In the event the employee is returned to a position in the bargaining unit within this time period she shall be credited with the seniority held at the time of transfer and shall resume accumulation from the date of her return to the bargaining unit.

c) Union Dues For Period Outside Bargaining Unit

Union dues will not be deducted for the period of time an employee is outside the bargaining unit under this Article.

Article 30: WORKPLACE SAFETY AND INSURANCE

30.1 WSIB Claim - Continued Pay

Where an employee is absent by reason of an injury or an occupational disease for which a claim is made under the Workplace Safety and Insurance Act, the employee shall receive, upon request to the Employer, an advancement equal to eighty (80) percent of her weekly net pay.

30.2 WSIB Claim - If not Awarded

If an award is not made, any payments made under the foregoing provisions in excess of that to which she is entitled under the Short Term Sickness Plan shall be an amount owed by the employee / Employer.

30.3 WSIB Awarded Claim - Continuing Employee Benefit Subsidies

Where an employee receives an award under the Workplace Safety and Insurance Act, the Employer will continue subsidies for all benefits for the period during which the employee is receiving the award at the regular rate of cost sharing i.e. 75/25, Employer/employee.

Article 31: NEW JOB CLASSIFICATIONS

31.1 a) New Job Classification

If, during the term of this Agreement, a new classification in the bargaining unit is established by the Hospital or the Hospital makes a substantial change in the job content of an existing classification which in reality causes such classification to become a new classification, the Hospital shall advise the Union of such new or changed classification and the rate of pay established.

Notifying the Union

The Hospital agrees to forward a copy of the job description and the salary range to the Union before the position is posted.

Appropriate Rate of Pay

If so requested, the Hospital agrees to meet with the Union to allow representations with respect to the appropriate rate of pay.

b) Grievance Process

Grievance relating to the establishment of new classifications or rates of pay shall be filed in accordance with the timelines set out in Article 14 of this Agreement.

c) Where Union Challenges Established Pay Rate

Where the Union challenges the pay rate established by the Hospital, the dispute concerning the pay rate may be submitted to arbitration.

d) Arbitration Award - Retroactivity

Any change in the pay rate established by the Hospital, either through meetings with the Union or by a Board of Arbitration, shall be made retroactive to the time at which the new or changed classification was first filled.

31.2 Employee-initiated Reclassification Request

An employee who alleges that her position is improperly classified may discuss her claim with her immediate manager at any time, provided that such discussions shall not be taken into account in the application of the time limits. An employee, however, shall have the right to file a grievance in accordance with the grievance procedures, specifying in her grievance what classification she claims.

Article 32: TRANSPORTATION ALLOWANCE

- a) Employees who are required to use their own vehicles for the Employer's business will receive \$0.28 per business kilometer, or such higher rate as allowed by the corporate travel policy.
- b) All travel expenses claimed in association with this Article will, where reasonably possible, be supported by receipts of payment.

Article 33: RESPONSIBILITY ALLOWANCE

33.1 Assigned to Duties of Higher Classification

When an employee is temporarily assigned the duties of a job with a higher rated classification in the bargaining unit for a period longer than one (1) working day, the employee will be paid at the appropriate level of the salary range of the higher classification so that the increase is not less than one full increment in her classification, and such payment will be applicable from the first day of assignment. The maximum rate of the higher rated job increment structure will not be exceeded because of the application of this provision.

33.2 Assigned Duties of a Position Outside Bargaining Unit - Full Time/Part Time

Where an employee is temporarily assigned to work at a higher classification and outside the bargaining unit for a period of five (5) consecutive full shifts or more, shall be paid a premium of \$1.75 per hour and union dues shall be deducted.

Article 34: PREMIUMS

34.1 Shift Differential

Except for schedules established by mutual agreement between the Hospital and the affected employees, employees shall be paid:

- a) a shift premium of \$1.30 for each hour worked between 1500 hours and 2300 hours;
- b) Employees shall be paid a shift premium of \$1.55 per hour for each hour worked between 2300 hours and 0700 hours.

34.2 Weekend Premium

Employees shall be paid a weekend premium of \$1.70 per hour for each hour worked between 2300 hours Friday and 0700 hours Monday.

34.3 In-Charge Premium

Employees designated in-charge shall be compensated \$0.70 per hour.

34.4 Call Back

a) Full-time

An employee who leaves her place of work and is subsequently called back to work prior to the starting time of her next scheduled shift shall be paid a minimum of four (4) hours pay at one and one-half (1-1/2) times her basic hourly rate.

b) Part-time/Casual

An employee who is called in to work outside of the scheduled working hours of her department will be paid a minimum of four (4) hours at her regular rate of pay.

c) Mileage Rate / Taxi Fare

Where an employee is called back to work as outlined above, she shall be paid at the current mileage rate or reimbursed for taxi fare upon presentation of a receipt.

34.5 On-Call Duty

"On-call" duty means a period of time that is not a regular working period during which an employee is required to keep herself:

- a) available to receive a call to return to work, and
- b) available to return to the workplace within a reasonable period of time to the request.

No employee shall be required to be on-call duty unless such on-call duty was authorized in writing by their manager prior to the on-call period.

Where an employee is required to be on-call duty, she shall receive \$3.00 per hour for all hours that she is required to be on-call, and \$3.50 for all hours on holidays.

34.6 Overtime

All authorized time worked in excess of seven-and-one-half (7 ½) hours in any one (1) day or seventy-five (75) hours in any two (2) week pay period for staff on a thirty-seven and on half (37 ½) hour work week and in excess of eight (8) hours in any on (1) day or eighty (80) hours in any two week pay period for staff on a forty (40) hour work week, will be compensated at the rate of one and one-half (1½) times the regular rate of pay for every hour worked, or by one and one-half (1½) hours off with pay for every hour worked.

Overtime hours shall be distributed equitably within the classification.

34.7 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, on-call or weekend premium.

Article 35: PERCENTAGE IN LIEU OF BENEFITS

Part-Time, Casual and Temporary Employees

Part-time and casual or temporary employee shall receive in lieu of all fringe benefits (being those benefits to an employee paid in whole or in part by the Hospital as part of direct compensation or otherwise, save and except salary, vacation pay, call-back guarantee, court attendance, bereavement pay, responsibility allowance) an amount added to her earnings equal to fourteen (14%) percent of that portion of her earnings based on her regular straight time rate of pay and regular hours worked in each pay period.

Part-Time/Casual Employees Who Contribute to the Pension Plan

For those part-time or casual employees who qualify and who chose to enroll in the pension

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plan or continue to contribute to the pension plan when transferring from full-time, the percentage in lieu of benefits will be nine (9%) percent.

Article 36: EMPLOYEE BENEFITS

36.1 Full-time

Employees must join the Hospitals of Ontario Group Life Insurance Plan after they have completed three (3) months continuous service. The Hospital agrees to contribute one hundred percent (100%) of the premium cost. The Hospital agrees to make spousal coverage available subject to the provisions of the carrier and at no cost to the Hospital.

36.2 All employees will join the Hospital of Ontario Pension Plan in accordance with the terms and provisions of the Plan, subject to the outcome of Negotiations under Appendix 5.

36.3 Subject to the carrier's enrolment requirements and to the terms and conditions of the Plan, the Hospital agrees to contribute on behalf of each eligible full-time employee in the active employ of the Hospital, one hundred percent (100%) of the billed premium for Semi-Private hospital coverage.

36.4 The Employer/Employee split on benefits to seventy-five (75) percent Employer paid, twenty-five (25%) percent employee paid effective April 1st, 2003.

36.5 For purposes of health and welfare benefits under Article 36, dependent coverage is available to the employee to cover her same sex partner and their dependents.

36.6 The Employer shall provide all eligible employees a copy of the benefits package within three (3) months of ratification of this Agreement and thereafter at the time of hire for eligible new employees. In the event that substantial changes are made to the benefit plan the employer shall provide all eligible employees with a revised benefit booklet within a reasonable period of time.

36.7 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. The said information will be provided as soon as is reasonably possible.

Article 37: PAY WHILE SICK

37.1

a) Full-time employees are eligible for benefits under this Article.

- b) The Hospital will assume 100% responsibility for providing and funding a short-term sick leave plan as described in the current Hospitals of Ontario Disability Income Plan brochure.
 - c) The Employer agrees during the term of this Agreement to contribute seventy-five percent (75%) of the applicable monthly premium towards coverage of eligible employees under the Hospitals of Ontario Disability Income Programme or equivalent with respect to employees who have completed the necessary service requirements. The employee will pay the balance of the billed premium through payroll deduction.
 - d) For the purpose of transfer of the short-term portion of the disability programme, employees on the payroll as of the effective date of the transfer with three (3) months or more of service shall be deemed to have three (3) months of service. For the purpose of transfer to the long-term portion of the disability programme, employees will be credited with their actual service.
- 37.2 The Hospital agrees to pay employees an amount equal to any loss of benefit under HOODIP for the first two (2) days of the fourth (4th) and subsequent absences in any calendar year for employees claiming sick pay benefits.
- 37.3 a) The Hospital may, if an employee is absent for five (5) consecutive working days or more, request that she submit a medical note to the Hospital. However, where it is suspected that there may be an abuse of sick leave, such proof may be required at any time. The Hospital will pay for a medical note provided in accordance with this sub-article to a maximum of twenty-five dollars (\$25.00) per medical note.
- b) Where the Hospital requests any other medical note(s) beyond those set out in 37.3 (a), the cost of such note shall be borne by the Employer.
- 37.4 There shall be no pay deduction from an employee's regular scheduled shift when an employee has completed any portion of the shift prior to going on sick leave benefits or WSIB benefits.
- 37.5 The provisions of Article 37 (Pay While Sick) shall not apply to an employee if they coincide with any other paid time off provided for elsewhere in the Agreement.

Article 38: USE OF ACCUMULATED CREDITS

- 38.1 An employee who is absent from her duties due to sickness or injury may, her option, supplement their STSP benefits with the use of her accumulated credits (vacation, lieu time) up to an amount equal to her regular pay.

Article 39: ATTENDANCE REVIEW MEETINGS

Evidence or Attend Record Discussions

Where an employee is interviewed by a member or members of management in respect of the employee's record of attendance at work, no evidence of that interview or of the particular aspects of the attendance record upon which that interview was based shall be admissible before the Ontario Labour Relations Board in the arbitration of a disciplinary grievance unless the employee was given reasonable notice of the interview and of the right to have Union representation at that interview, and the employee either had such Union representation or declined that representation in writing prior to the interview.

Article 40: VACATION

(NOTE: It is understood that changes to Vacation Accrual Rates would become effective the Date of Ratification and changes to the Vacation Accrual System as set out in Article 40.1(h) will be effective January 1, 2009)

40.1 Vacation Entitlement (Full-time)

Employees will be entitled to vacation with pay based on the length of continuous service as set out below:

- a) An employee who has completed less than twelve (12) months of continuous service as of June 30th in any year shall receive vacation time off calculated as follows:

$$\frac{\text{Number of full months worked}}{\text{prior to June 30th}} \times 15 \text{ days}$$

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and will receive vacation pay at her regular rate of pay.

- b) Employees who have completed one (1) year or more continuous service as of June 30th in any year shall receive an annual vacation of three (3) weeks with pay at their regular rate of pay.
- c) An employee who has completed three (3) years of continuous service as of June 30th in any year shall receive an annual vacation of four (4) weeks with pay at her regular rate of pay.
- d) An employee who has completed thirteen (13) years of continuous service as of June 30th in any year shall receive an annual vacation of five (5) weeks with pay at her regular rate of pay.

- e) An employee who has completed twenty-two (22) years of continuous service as of June 30th in any year shall receive an annual vacation of six (6) weeks with pay at her regular rate of pay.
- f) An employee who has completed twenty-eight (28) years of continuous service as of June 30th in any year shall receive an annual vacation of seven (7) weeks with pay at her regular rate of pay.
- g) Whenever the expression "continuous service" is used in this Agreement, it shall mean the length of time a full-time employee or part-time employee has been in the employ of the Hospital, and the time worked at the previous Kingston Psychiatric Hospital, on a regular full-time basis or part-time basis as dictated by Article 27 (Seniority).
- h) If an employee commences employment on or before the fifteenth (15th) of any month, that month shall be considered to be a full month for the purposes of calculating length of service.
- i) Effective January 1, 2009, the employee's vacation bank for the vacation year July 1, 2008 to June 30, 2009 will be adjusted to reflect the full annual vacation entitlements for the July 1, 2008 to June 30, 2009 vacation year, as set out in Article 40.1 (a) through (e), less that period's vacation credits already taken.

Thereafter, the full annual vacation entitlements as set out in Article 40.1 (a) through (e) shall be credited effective each July 1.

In the event that an employee ceases to be an employee, or for any other reason does not earn the full credited vacation entitlement, any wages paid for unearned vacation shall be recovered by the Employer from the employee.

40.2 Scheduling Vacation

Employees vacation credits may not normally be accrued in excess of their annual entitlement, except by written authorization of the employee's immediate supervisor. However, employees with written authorization of their immediate supervisor may carry over unused vacation credits to a maximum of one week's vacation allotment to the following calendar year to be used by March 31st. Further, at the discretion of the Hospital and upon written request of the employee, additional time may be carried until March 31st. Such vacation shall be taken at a time mutually agreed upon by the manager and employee. Where the employee and manager are unable to mutually agree upon the scheduling the manager shall assign such vacation time off. There shall be no cash-in-lieu of annual vacation unless mutually agreed to by the parties.

- 40.3 Time off for vacation shall be arranged between the employee and her manager on the following basis:

- a) requests shall be submitted by March 31;
- b) the Employer shall respond in writing by April 30;
- c) requests shall be granted by seniority and shall not be unreasonably denied;
- d) requests received after March 31 shall be granted on a first come first serve basis. Requests shall be responded to within 30 days or less and will not be unreasonably denied subject to the operational requirements of the Hospital.

40.4 Termination of Employment - Earned Vacation Pay

- a) When an employee resigns or is laid off she shall receive earned vacation pay calculated on a percentage of her regular earnings on the following basis:
 - 3 weeks entitlement - six percent (6%)
 - 4 weeks entitlement - eight percent (8%)
 - 5 weeks entitlement - ten percent (10%)
 - 6 weeks entitlement - twelve percent (12%)
 - 7 weeks entitlement – fourteen percent (14%)
- b) An employee who is dismissed for cause or whose employment is terminated prior to the completion of the probationary period shall receive vacation pay for the period to which she is entitled.

Article 41: IN-LIEU OF VACATION – PART-TIME / CASUAL / TEMPORARY EMPLOYEES

For the purposes of this article, part-time or casual employees will be credited with one year of service for every 1650 hours worked in calculating percentage in lieu payments. In lieu of vacation, employees will have added to their regular earnings in each pay period an amount equal to:

- 6% for less than 4,950 hours worked
- 8% for more than 4,950 hours worked
- 10% for more than 21,450 hours worked
- 12% for more than 36,300 hours worked
- 14% for more than 46,200 hours worked

Article 42: VACATION - SICKNESS, ACCIDENTS, BEREAVEMENT

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

- b) Where an employee's scheduled vacation is interrupted due to serious illness requiring the employee to be an in-patient in a hospital, the period of hospitalization shall be considered sick leave.
- c) 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.
- d) Where an employee's scheduled vacation is interrupted due to bereavement, the employee shall be entitled to bereavement leave in accordance with Article 26.9.
- e) The portion of the employee's vacation which is deemed to be bereavement leave under the above provisions will not be counted against the employee's vacation credits.

Article 43: PAID HOLIDAYS

Full-Time

- (1) For the purposes of this Agreement, the following shall be recognized as holidays:

New Year's Day	Civic Holiday
Good Friday	Thanksgiving Day
Easter Monday	Christmas Day
Victoria Day	Boxing Day
Dominion Day (Canada Day)	Remembrance Day (Nov.11)
Labour Day	

- (2) In addition to the eleven (11) holidays listed, each employee will be granted a twelfth (12th) holiday in the form of a floating holiday. Such floating holiday will be given at a time mutually agreeable to the Hospital and the employee. In order to qualify for the floating holiday, an employee must have completed her probationary period.

An employee who works on a designated holiday shall receive pay at the rate of one and one half (1 ½) her basic rate and in addition, she shall receive a day off with pay at her basic straight time rate. An employee who works overtime on a designated holiday shall be paid one and a half (1 ½) her regular rate of pay for such overtime hours.

- a) If a designated holiday falls during the employee's vacation period she shall be paid for the holiday, and the vacation day which the holiday replaced will be scheduled at a time agreeable to the employee.
- b) If a designated holiday falls on an employee's day off she shall receive a day off with pay at a time agreeable to the employee.

If such holiday occurs while she is on leave of absence without pay she will not receive pay for that day.

Part-time employees who qualify under the terms of this Article will receive payment for the holidays on a pro rata basis.

Part-Time / Casual

For the purpose of this Agreement, the following shall be recognized as holidays:

New Year's Day	Civic Holiday
Good Friday	Thanksgiving Day
Easter Monday	Christmas Day
Victoria Day	Boxing Day
Dominion Day (Canada Day)	Remembrance Day
Labour Day	

Where the Hospital schedules or requires a part-time or casual employee to work any of the holidays stipulated, the employee shall receive pay at the rate of one and a half (1 ½) times her basic rate for all hours she worked.

Article 44: LAYOFF AND RECALL / EMPLOYMENT STABILITY

- 44.1 Whereas restructuring of healthcare services is proceeding, the parties are determined to address and minimize the adverse impact of restructuring on employees in the bargaining unit and agree to the fair and equitable treatment of all employees in the bargaining unit.
- 44.2 Accordingly, commencing with the ratification of this Agreement the Employer undertakes the following:
- a) Where possible it will utilize attrition as a means of reducing the workforce, if deemed necessary.
 - b) Where there is a disposition, sale of business, or any other transfer of bargaining unit functions or jobs to the private Sector or Broader Public Sectors, the Employer will abide by the terms and conditions of the relevant labour legislation.
- 44.3 The Employer 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 Employer and the employees. Accordingly, in the event of such a layoff the Employer will:
- a) provide the Union with no less than four(4) 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:

- i) the reason causing the layoff;
- ii) the service the Employer will undertake after the layoff;
- iii) how the Employer intends to effect the layoff, including areas where layoffs will occur, and which employees will be laid off;
- iv) ways the Employer can assist employees to find alternate employment; and
- v) ways and means of avoiding or minimizing the impact, including:
 - identifying and reviewing possible alternatives to any action that the Employer may propose taking;
 - identifying and reviewing ways to address on-the-job retraining needs of employees;
 - identifying vacant positions within the bargaining unit 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; and
 - mapping bumping options for affected employees, to the extent possible.

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

44.4 Term "Layoff"

A "layoff" includes a temporary or permanent discontinuation of work or reduction in hours of work.

a) Employer Obligations in Event of a Layoff

In the event of a proposed layoff at the Hospital of a short-term (less than three (3) months) or long-term nature (three (3) months or longer), the Hospital will:

i) Notice – Short-Term Layoff:

For short-term layoff provide no less than thirty (30) days notice to the affected employee(s) or pay in lieu thereof, and no less than thirty (30) days notice to the Providence Care Centre, OPSEU Local 431 MHS Collective Agreement

Union, indicating the reasons causing the layoff, the anticipated duration of the layoff and identify the employees likely to be affected. If requested, the parties will meet.

ii) Notice – Long-Term Layoff:

For long-term layoff provide the Union with no less than four (4) months written notice of the proposed layoff or elimination of position; and provide to the affected employee(s), if any, no less than four (4) months written notice of layoff or pay in lieu thereof.

44.5 Order of Layoff of Bargaining Unit Employees

Employees shall be laid off in reverse order of seniority provided that those entitled to remain on the basis of seniority are willing and qualified to do the work which is available. Probationary employees, then temporary employees, shall be laid off first before any full-time or any part-time employees are laid off.

44.6 Layoff

a) Distributing Available Work Assignments - Short-term Layoff

For short-term layoff the available work assignments shall be distributed to the most senior incumbents of the classification where operationally feasible provided that they are willing and capable of performing the available job duties to ensure to the greatest extent possible that the layoff impacts the most junior employee(s).

Term “Classification”

For the purpose of this provision only, the term "classification" shall have a broad meaning to include all jobs which have the same professional base; example Practice Leader - Physiotherapy and Physiotherapist is one classification.

b) Long-Term Layoff - Employee Rights

An employee who is subject to a long-term layoff shall have the right to:

- (1) accept the layoff; or
 - (2) displace an employee who has lesser bargaining unit seniority in a lower or identical paying classification if the employee originally subject to layoff can perform the duties of the lower or identical paying classification without training other than orientation; or
 - (3) elect to transfer to a vacant position provided that she is qualified to perform the
- Providence Care Centre, OPSEU Local 431 MHS Collective Agreement

available work; or

(4) opt to receive the separation allowance as outlined in Article 44.12 (b); or

(5) opt to retire, if eligible under the terms of the Pension Plan as outlined under Article 44.12 (a).

c) An employee who is subject to a long-term layoff must indicate in writing to the Manager of Human Resources within fourteen (14) days of her notice of layoff, her decision on how she intends to exercise her rights in accordance with 44.6 (b).

44.7 Recalled to Prior Held Position

An employee shall be recalled to the position held prior to the layoff in order of seniority provided the employee remains qualified and able to perform the duties.

44.8 Opportunity of Recall to Available Opening

An employee shall have the opportunity of recall from a layoff to an available opening, in order of seniority, providing she is willing and has the ability to perform the work, before any new employee is hired.

44.9 Recalled to Work in a Different Classification

An employee recalled to work in a different classification from which she was laid off, or an employee who has displaced an employee in a lower or identical paying classification shall be entitled to return to the position she held prior to the layoff should it become vacant within six (6) months of the layoff, provided that the employee remains qualified and able to perform the duties of her former position. In such a case, the posting procedure shall not apply.

44.10 Offering Casual Hours to Regularly Scheduled Employees on Layoff

Regularly scheduled employees who are on layoff shall be offered such casual hours as may be required in the on-going operation of the Department or Program subject to the employee's availability and willingness to work these hours. It is understood that an employee who is offered such hours shall maintain her position on the layoff list and acceptance of additional hours shall not constitute a recall from layoff.

44.11 Notifying Employee of Recall Opportunity

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 tenth (10) consecutive working 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 her proper address being on record with the Hospital.

44.12 Retirement and Separation Allowances

a) Offering Early Retirement Allowance

At the time of issuing notice of long-term layoff pursuant to this Article, the Hospital will offer early retirement allowance to a sufficient number of employees eligible for early retirement under the Hospital's pension plan, in order of seniority, to the extent that the maximum number of employees within a classification who elect early retirement is equivalent to the number of employees who would otherwise be subject to layoff under Article 44.

Early Retirement Allowance

An employee who elects an early retirement option shall receive, following completion of the last day of work, a retirement allowance of two (2) weeks' salary for each year of service, to a maximum ceiling of fifty-two (52) weeks' salary.

b) Separation Allowance Entitlement

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

(i) Resigns Within 30 days after receiving Notice of Long-Term Layoff

Where an employee resigns effective within thirty (30) days after receiving individual notice of long-term layoff, she shall be entitled to a separation allowance of two (2) weeks' salary for each year of continuous service to a maximum of sixteen (16) weeks' pay, and, on production of receipts from an approved educational program, within twelve (12) months of resignation will be reimbursed for tuition fees up to a maximum of three thousand (\$3,000.00) dollars.

(ii) Resigns Later Than 30 Days after Receiving Notice of Long-Term Layoff

Where an employee resigns effective later than thirty (30) days after receiving individual notice of long-term layoff, 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.

44.13 Precedence of Employer/Union Agreement

Any agreement between the Hospital and the Union concerning layoff and recall will take
Providence Care Centre, OPSEU Local 431 MHS Collective Agreement

precedence over the terms of this Article.

44.14 Continuance in Benefits Plan - Employee on Layoff

Employees who are on layoff for up to one year may continue to participate in benefit plans enumerated in Article 36 (Employee Benefits), at their request but subject to being allowed by the carrier provided they make arrangements for payment of the full amount.

Article 45: TERMS OF THIS AGREEMENT

45.1 This Agreement shall be in effect from April 1, 2008, and shall remain in effect until March 31, 2010 and it shall continue in effect for a further year without change, and from year to year there after unless either party gives to the other party written notice of termination or of a desire to amend.

45.2 Notice of Termination or Amendments to Agreement

Notice that amendments are required or that either party intends to terminate the Agreement, may only be given within a period of not more than ninety (90) days and not less than thirty (30) days prior to the expiration of this Agreement or to any anniversary of such expiration date.

45.3 Meeting for Purpose of Negotiations

If notice of amendment or termination is given by either party, the other party agrees to meet for the purpose of negotiations within fifteen (15) days of the giving of such notice, if requested to do so. It is understood that during any negotiation following upon notice of termination, or notice of amendment, either party may bring counter proposals, arising out of or related to the original proposals.

Article 46: WAGES

a) Across the board increases of:

- 2.8% APRIL 1, 2008
- 3.0% APRIL 1, 2009

Article 47: RETROACTIVITY

47.1 Increases on the salary shall be retroactive and effective on the dates indicated. Employees hired since April 1, 2008, shall be entitled to pro-rated adjustments to their wages from the date of employment.

- 47.2 Employees, who have terminated prior to the date of signing of this Agreement, will be notified by the Hospital by registered mail within 3 weeks of the date of signing of this Agreement. Letters will be sent to the last address on file for those employees. Such employees will have thirty (30) days from the date of mailing to make claim for retroactive payment after which the Hospital shall no longer be liable.
- 47.3 All other employees currently on staff will receive retroactive payments within three (3) pay periods of the date of ratification of the Memorandum of Settlement by both parties.

Article 48: SALARIES

- 48.1 The salary grid structure for all employees shall be maintained and will form part of this Collective Agreement.
- 48.2 Annual Increments
- a) Annual salary increments for full-time employees will become effective the first day of the pay period following the anniversary date of employment with the Hospital. If an employee's absence without pay from the Hospital exceeds thirty (30) consecutive calendar days, her service review date will be adjusted by the total length of such absence, except as otherwise provided in this Agreement.
 - b) Part-time and casual employees shall advance one step on the salary range after completing each sixteen hundred and fifty (1650) hours of work.
 - c) Upon transfer from one status (i.e. full-time, part-time, casual or temporary) to any other status, an employee shall retain her level on her salary scale, and her date for increment purposes shall be set to reflect the amount of service already accumulated at that level in her previous status.
- 48.3 Each new employee shall be informed in writing by the Employer at the time of hire, that claim for recent related clinical experience, if any, shall be made in writing by the employee at the time of hiring. The employee shall co-operate with the Employer by providing verification of previous experience, so that her recent related clinical experience may be determined and evaluated. Having established such experience the Employer will recognize recent related clinical experience on the following basis:
- a) experience gained in the same classification or occupation within the five (5) year period immediately prior to the date of hire, will be recognized at the rate of one (1) increment for each year of experience;
 - b) other relevant related experience outside of that referred to in Article 32.2 (a) at the rate of one (1) increment for each two (2) years of service;
 - c) the maximum starting salary will normally be one (1) increment below the maximum

number of steps for the grid;

- d) part-time experience will be recognized on the basis of sixteen hundred and fifty (1650) hours being equivalent to one (1) year's service.

At the time of hire each employee will receive a letter stating her classification, salary, and credit given for previous experience.

Dated at Kingston, this _____ day of _____, 2009

For the Employer

For the Union

_____	_____
_____	_____
_____	_____
_____	_____
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_____	_____
_____	_____

Appendix 1

LETTER OF UNDERSTANDING

BETWEEN

PROVIDENCE CARE CENTRE
MENTAL HEALTH SERVICES

AND

OPSEU LOCAL 431

The parties recognize that exposure to work-related stressors can have an adverse effect on the health and well being of employees. To assist in this and other conditions, the Employer agrees to maintain an Employee Assistance Program (EAP) during the term of this Collective Agreement.

Dated at Kingston, this ____ day of _____, 2009

For the Employer

For the Union

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
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_____	_____

Appendix 2

LETTER OF UNDERSTANDING

BETWEEN

PROVIDENCE CARE CENTRE
MENTAL HEALTH SERVICES
AND

OPSEU LOCAL 431

RE: Union Office Space

As per practice, the Union office space and mailboxes currently provided to the Union shall be continued, and such accommodation shall be free of charge.

Dated at Kingston this ____ day of _____, 2009

For the Employer

For the Union

_____	_____
_____	_____
_____	_____
_____	_____
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_____	_____

Appendix 3

LETTER OF UNDERSTANDING

BETWEEN

PROVIDENCE CARE CENTRE
MENTAL HEALTH SERVICES
AND

OPSEU LOCAL 431

The parties agree that there is mutual interest in establishing a process for allowing staff to take Self-funded or Pre-paid leaves of absence. The following articles detail this process which shall be in effect for the duration of this Collective Agreement:

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 LXVII of the Income Tax Act Regulations, Section 6801 (as may be amended by changes to this legislation)

b) Applications:

Only full-time employees are eligible to apply for this Plan. An employee must make written application to their manager, with a copy to the manager of Human Resources, at least six (6) months prior to the intended commencement date of the salary deferral portion of the Pre-paid Leave Plan. Such applications will outline the reason the leave is being requested.

In situations where there are two (2) or more candidates, seniority shall govern. The employee will be informed of the disposition of her application as soon as is reasonable possible after the date of application.

c) Accessibility

The total number of employees that may be accepted in the plan in any one year shall be governed by organizational and Program/Departmental needs at the time of the application and the projected deferral portion of the Leave.

d) Nature of the Final Agreement:

Providence Care Centre, OPSEU Local 431 MHS Collective Agreement

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

- i) A statement that the employee is entering the Plan in accordance with the terms of this Letter of Understanding.
- ii) The period of salary deferral and the period for which the leave is requested.
- iii) The manner in which the deferred salary is to be held.
- iv) The letter of application to enter the Plan will be appended to, and form part of, the written Agreement.

(e) Deferral Period:

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 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 accordingly.

(f) Deferred Earnings:

The funds being deferred will be held in a trust account with the financial institution the Employer selects, with interest being paid annually. The funds will be paid out to the employee on a monthly or lump sum basis during the leave of absence. The employee will be made aware, in advance, of having to sign any formal agreement relating to the holding of 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 LXVII of the Income Tax Regulation, Section 6801.

(g) Health and Welfare Benefits: (Employee's Insured Benefits)

At the request of the employee, all benefits shall be kept whole during the deferral period of the Plan. Employees will be allowed to participate in health and welfare benefits plans during the year of the leave. During the leave the employee's insured benefits will be continued where the employee continues to pay for his or her portion.

(h) Seniority and Service:

During the year of the absence, 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 the leave, a participant will be assigned to her 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 of the Collective Agreement will apply.

(j) Withdrawal Rights:

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

(ii) If a particular 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 further postponement, or a collapsing of the Plan. The employee, subject to such a postponement, will have the option of remaining in the Plan and re-arranging the leave at a mutually agreeable time, or if withdrawing from the Plan as outlined in article (j)

Dated at Kingston, this ____ day of _____, 2009

For the Employer

For the Union

_____	_____
_____	_____
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_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Appendix 4

MEMORANDUM OF AGREEMENT

The Parties

ONTARIO PUBLIC SERVICE EMPLOYEES UNION
(OPSEU)
AND IT'S LOCAL 431
(the Union)

and

PROVIDENCE CARE CENTRE
MENTAL HEALTH SERVICES
(the Employer)

The parties agree to the following with regard to the benefits plan:

- 1) The Employer will notify the Union, well in advance, of its intention to tender for a carrier for the benefit plan;
- 2) The Employer agrees to entertain a presentation of the "OPSEU JOINT TRUSTEED BENEFIT FUND" within three (3) months of ratification of this Collective Agreement;

Dated at Kingston, this ____ day of _____, 2009

For the Employer

For the Union

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Appendix 5

MEMORANDUM OF AGREEMENT

The Parties

ONTARIO PUBLIC SERVICE EMPLOYEES UNION
(OPSEU)
AND IT'S LOCAL 431
(the Union)

and

PROVIDENCE CARE CENTRE
MENTAL HEALTH SERVICES
(the Employer)

RE: OPSEU Pension Trust

- 1) The Parties will meet to discuss the Unions' unresolved issue of participation in the OPSEU Pension Trust.
- 2) These discussions will continue based on positions tabled at negotiations to date.
- 3) These meetings will commence within two (2) months of ratification of the Collective Agreement.
- 4) If the issue is not resolved by December 31, 2002, the Parties agree to forward the matter to Consensual Arbitration.

Dated this ____ day of _____, 2009.

For the Employer

For the Union

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Appendix 6

LETTER OF UNDERSTANDING

BETWEEN

PROVIDENCE CARE CENTRE
MENTAL HEALTH SERVICES
AND

OPSEU LOCAL 431

The parties agree that the attached Compressed Work Week Template shall serve as the model agreement upon which Compressed Work Week arrangements are established. It is understood that the terms and conditions may need to be varied to meet the particular needs of the department or program in question:

MODEL AGREEMENTArticle 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 vary according to particulars of the CWW schedule as attached in 2.2, however the total number of hours shall not exceed 75 hours or 80 hours per pay, depending on the employee's classification.
- 2.2 (Detailed description with an attached schedule where appropriate.)
- 2.3 Failure to provide (____) hours between the end of an employee's scheduled shift and the commencement of such employee's next scheduled shift shall result in payment of one and one-half (1 ½) times the employee's regular straight time hourly rate for only those hours which reduce the (____) 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 20 of the Collective Agreement.
- 3.02 For the purposes of overtime the hours of work per week shall be averaged over ____ weeks.

Article 4 – Rest Periods

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

Article 5 – Meal Periods

- 5.01 (Defined in each CWW schedule.)

Article 6 – Sick Leave and Long-Term Disability

(Applicable to Full-Time Only)

- 6.01 The Short-Term Sick Leave Plan will provide payment as per Article 37.
- 6.02 The Long-Term Disability Plan will be administered in accordance with Article 37.

Article 7 – Paid Holidays (Applicable to Full Time 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 work day of seven and one half hours (7 ½) per day or eight (8) hours per day depending on the employee's classification.
- 7.02 An employee required to work on any of the designated holidays listed in the Collective Agreement shall be paid at the rate of time-and-one-half (1 ½) her regular straight time rate of pay for all hours worked on such holiday, subject to Article 34.6 (Overtime Provision for hours worked in excess of those regularly scheduled on a CCW day). In addition, she will receive a lieu day off with pay in the amount of her regular straight time hourly rate of pay times the normal hours of work for the hospital, i.e. seven and a half (7½) hours or eight (8) hours depending on the employees classification.

Article 8 – Vacation

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

Vacation entitlement as set out in Article 40 will be converted to hours on the basis of the employee's normal work week and applied against scheduled CWW hours for the days taken off.

Article 9 – Other Provisions

(Any other provisions related to compressed work weeks 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 (months) to the other party, terminate this Agreement notwithstanding the above specified term.

NOTE: The Employer agrees in principle that there shall be no prorating of bereavement leave.

Dated this ____ day of _____, 2009.

For the Employer

For the Union

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Appendix 7

LETTER OF UNDERSTANDING

BETWEEN

PROVIDENCE CARE CENTRE
MENTAL HEALTH SERVICES
AND

OPSEU LOCAL 431

RE: USE OF PERSONAL VEHICLES FOR COMPANY BUSINESS

It is understood by the parties that staff may be called upon to use their own personal vehicles for company business and will be compensated according to the provisions of Article 32. It is also understood that no staff will be required to use their own vehicle for purposes of transporting patients or clients and based on Providence Care policy, staff will be discouraged from this practice due to insurance liability issues.

Dated this ____ day of _____, 2009.

For the Employer

For the Union

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Appendix 8

MEMORANDUM OF AGREEMENT

The Parties

ONTARIO PUBLIC SERVICE EMPLOYEES UNION
(OPSEU)
AND IT'S LOCAL 431
(the Union)

and

PROVIDENCE CARE CENTRE
MENTAL HEALTH SERVICES
(the Employer)

RE: REGULAR PART TIME (RPT) STAFF

1. It is recognized by the parties that Article 2.2 of the Collective Agreement 'Definitions', no longer recognizes a category of employees designated 'Regular Part-Time'. Staff in this former category are now deemed to be 'Part-Time' employees and as such, would not normally qualify for benefits coverage or be entitled to accrue vacation credits.
2. The parties are agreed that upon ratification of this Agreement, RPT staff employed at the date of ratification, will be granted a one time opportunity to opt for the % in lieu of benefits offered under Articles 35 and 41, or to continue to receive benefits on a pro rata basis.
3. Should the RPT staff opt to continue to receive benefits, the provisions of Articles 27.5, 35, 41, 42 shall apply and the employee shall not be entitled to the payments under Articles 33.
4. For purposes of Articles 36, 37 and 38, payment of premiums will be on a pro rata basis.
5. *It is understood by the parties that there shall be no decrease in existing hours for former RPT Staff.*

The following is a list of current RPT employees:
Cynthia Abrams, Barbara Andersen, Catherin Ernst-Spindler

Dated this ____ day of _____, 2009.

For the Employer

For the Union

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Appendix 9

MEMORANDUM OF AGREEMENT

Between

ONTARIO PUBLIC SERVICE EMPLOYEES UNION
(OPSEU)
AND IT'S LOCAL 431
(the Union)

And

PROVIDENCE CARE CENTRE
MENTAL HEALTH SERVICES
(the Employer)

RE: HOUSEKEEPING – QUALITY ASSURANCE AUDITS

WHEREAS the Employer has an established Quality Assurance Audit process within the Housekeeping Department;

AND WHEREAS the Audit process supports our joint commitment to quality and excellence in service provisions;

AND WHEREAS the objective of the Audit is to contribute to continuous quality improvement;

AND WHEREAS housekeeping employees have identified concerns with the audit process;

THEREFORE the parties agree as follows:

1. The quality assurance audit results shall not be used for disciplinary purposes.
2. The Employee who has her work subject to an audit shall receive a copy of the completed Audit, and have an opportunity to respond to the audit.
3. Any changes to the audit process will be communicated to the housekeeping employees prior to implementation.

Either party may terminate this agreement on thirty (30) days notice. Should either party provide notice, the parties agree to meet prior to the termination date to discuss the decision.

Dated at Kingston this _____ day of _____ 2009.

For the Employer

For the Union

MEMORANDUM OF AGREEMENT

Between

ONTARIO PUBLIC SERVICE EMPLOYEES UNION
(OPSEU)

AND IT'S LOCAL 431
(the Union)

and

PROVIDENCE CARE CENTRE
MENTAL HEALTH SERVICES
(the Employer)

RE: BULLYING IN THE WORKPLACE

The parties recognize the importance of, and support and endeavour to establish safe working conditions for all employees covered by the Collective Agreement, as employees endeavour to work together to secure the best possible care, services and health promotion for patients/clients and their families.'

In support of this object, the parties agree to meet by _____ to develop the terms of reference for a committee to explore and discuss bullying in the workplace. The committee will provide to the Employer recommendations on how to promote a respectful, healthy work environment.

Dated at Kingston this _____ day of _____ 2009.

For the Employer

For the Union

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Appendix 11

MEMORANDUM OF AGREEMENT

Between

PROVIDENCE CARE CENTRE
 MENTAL HEALTH SERVICES
 (the Employer)

and

ONTARIO PUBLIC SERVICE EMPLOYEES UNION
 And its Local 431
 (Union)

**RE: Interpretation of Article 34.1 – Application of Shift Differential Between
 1500 hours and 2300 hours.**

For the term of the collective agreements expiring March 31, 2006 and March 31, 2008, shift premiums shall be maintained as per past practice.

Dated at Kingston this _____ day of _____ 2009.

For the Employer

For the Union

Appendix 12

LETTER OF UNDERSTANDING

BETWEEN

PROVIDENCE CARE CENTRE
Mental Health Services
(Employer)

AND

ONTARIO PUBLIC SERVICE EMPLOYEES UNION
And its local
(Union)

RE: **80 Hour Employees**

All full-time employees set out in Schedule 'A' will be grandfathered at 80 hours in their current position as listed.

All employees on temporary full-time contracts set out in Schedule 'B' will be grandfathered at 80 hours in their position as listed until the end of their temporary full-time contract.

All part-time employees set out in Schedule 'C' will continue to be "an employee who is regularly scheduled to work less than 80 hours per pay period" in their current position as listed and overtime will continue to apply after 8 hours in a day or 80 hours in the pay period.

Employees listed on Schedules 'A', 'B', & 'C' will be removed from the Schedule once they move to another position or status of employment or have left the employment of Providence Care. At the point that there are no longer any employees listed on the Schedules, Article 34.6 will be revised as followed:

Article 34.6 Overtime

All authorized time worked in excess of seven-and-one-half (7 ½) hours in any one (1) day or seventy-five (75) hours in any two (2) week pay period will be compensated at the rate of one and one-half (1 ½) times the regular rate of pay for every hour worked, or by one and one-half (1 ½) hours off with pay for every hour worked.

Overtime hours shall be distributed equitably within the classification.

Within 30 days of ratification, the parties will meet to discuss the duties, assignments, and workload expectations/changes resulting from the reduction to work hours of 75 hours within the pay period.

Providence Care Centre, OPSEU Local 431 MHS Collective Agreement

Signed at Kingston this _____ day of _____ 2009.

For the Employer

For the Union

Schedule A

Name	Classification
Greg Heffernan	Plumber Foreman
Mary Burns	Food Service Supervisor
Thomas Richards	Project Building Co-ord
Daniel Howe	Electrician
Rheal Dupuis	Engineer 2 nd class
William Lake	Engineer 2 nd class
Stephen Reason	Electrician
James Wood	Plumber/Steamfitter
Claude Deslauriers	Engineer 2 nd class
Clinton Sagriff	Engineer 2 nd class
Douglas Juby	Engineer 2 nd class
John Gillespie	Plumber/Steamfitter
Cristina Nichol	Food Service Supervisor
Maurice Broadfoot	Maint Mechanic
Douglas Robinson	Mason
Steven Farrell	Maint Mechanic
John Vanderputten	Carpenter
Gary Speichts	Asst Shift Engineer 3 rd Class
Robert Callery	Painter/Dec
Gord MacLeod	Maint Mechanic
Ray Feld	Cook
Karen Holthus	Cook
Michael Boulton	Maint Storekeeper
Alvin Bullock	Grounds Worker
Gregory Pettigrew	Grounds Worker
John Hammond	Grounds Worker
Cameron Beering	Grounds Worker
Debbie Bates	Cleaner I I
Terry Murray	Cleaner II
Gary Murphy	Cleaner II
Ed Wilkinson	Cleaner II

Joe Faria	Cleaner II
Gregory McGonegal	Cleaner II
Wilma Shaw	Cleaner II
Candy Phelan	Cleaner II
Stephen Spence	Cleaner II
Terry Haffner	Cleaner II
Douglas Healey	Cleaner II
Earl Nicholson	Cleaner II
Kingsley Silva	Cleaner II
Dan Phelan	Cleaner II
Roseanne Hogan	Cleaner II
Cheryl Whitehead	Cleaner II
Elaine Lima	Cleaner II
Anna Almeida	Cleaner II
Anthony Barrera	Food Service Helper
Jeffrey Hasson	Food Service Helper
Susan Carpenter	Food Service Helper
Carol Kroll	Food Service Helper
Vicki Heighton	Food Service Helper
Carolyn Sargent	Food Service Helper
Marian Laturney	Food Service Helper
Mark Osman	Food Service Helper
Larry Ioannidis	Food Service Helper
Tammy Vanderputten	Food Service Helper
Bonnie Vanalstine	Food Service Helper
Wayne Vanalstine	MVO
David Poirier	MVO
Dennis Hall	MVO
John Michea	MVO
Karl Stiles	Stores Clerk

Schedule B

Name	Classification	
Lloyd Moreland	Plumber/Steamer	Temp FT
Maureen Woods	Food Service Supervisor	Temp P/T
Larry Harper	Cleaner I I	Temp P/T
Sharon Larsh	Food Service Helper	Temp P/T
Jackie Watson	Food Service Helper	Temp P/T
Natalie Sharpe-McKay	Food Service Helper	Temp P/T
Sherry Bullack	Food Service Helper	Temp P/T

Schedule C

Name	Classification
John Ottenhof	Food Service Helper
David Douglas	Food Service Supervisor
Mary Beach	Food Service Supervisor
Jennifer Neilson	Switchboard Op
Regina Hartson	Switchboard Op
Michael Maher	Cook
Maureen Collier	Switchboard Op
Carolee Parks	Switchboard Op
Connie Harper	Cleaner II
Margarida Santos	Cleaner II
Sherri Sproul	Cleaner II
Elisabete Alexio	Cleaner II
Elisabete Almeida	Cleaner II
Susan Anderson	Cleaner II
Lynda Anderson	Cleaner II
Ricki Campbell	Cleaner II
Jennifer Mihalik	Cleraner II
Greg Gollogly	Food Service Helper
Susan Belanger	Food Service Helper
Lynda Newman	Cleaner II
Ken Sears	Food Service Helper
Michael Torre	Food Service Helper
Kathleen Kennedy	Food Service Helper
Vicky Falker	Food Service Helper
Nicolena Gravonic	Food Service Helper
Marvin Correa	Food Service Helper
Patricia Hall	Food Service Helper
Gary Carpenter	Food Service Helper
Marke Cabral	Food Service Helper
Ronald Young	Food Service Helper
Paula Santos	Food Service Helper
Glenn St. Croix	Food Service Helper
Lisa Duscharme	Switchboard Op
Susan Irving	Switchboard Op