

# Collective Agreement

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between

Ontario Public Service Employees Union  
on behalf of its Local 132

and

Chatham-Kent Health Alliance  
Office and Clerical

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**DURATION: April 1, 2016 to September 30, 2018**



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## PREAMBLE

The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Employer and its employees, to provide machinery for the prompt and equitable disposition of grievances and to establish and maintain mutually satisfactory working conditions, hours of work and wages for all employees who are subject to the provisions of this Agreement.

## UNDERSTANDING

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

## ARTICLE 1 - RECOGNITION

- 1.01 The Chatham-Kent Health Alliance recognizes the Union as the sole bargaining agent of all office and clerical employees of the Chatham-Kent Health Alliance employed in the Municipality of Chatham-Kent, save and except supervisors, persons above the rank of supervisor, human resources staff including payroll staff, administrative and executive Secretary to Director of Rural Medicine, information systems staff (except Help Desk), librarian and positions included in any other bargaining unit.
- 1.02 The Employer agrees to notify the Union, at the Union's Regional office, of the name and address of any new employee within the bargaining unit.

## ARTICLE 2 - MANAGEMENT RIGHTS

- 2.01 The Union recognizes that the management of the Employer and the direction of the employees are fixed exclusively in the Hospital and shall remain solely with the Hospital except as specifically limited by the provisions of this Agreement and, without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:
- (a) maintain order, discipline and efficiency;
  - (b) hire, assign, direct, promote, demote, classify, transfer, lay off, recall, and to suspend or discipline or discharge provided that a claim by an employee that he has been suspended, disciplined or has been discharged without just cause may be the subject of a grievance and dealt with as hereinafter provided;

- (c) determine in the interest of efficient operation and high standards of service, job rating or classification, the hours of work, work assignments, methods of doing the work and the working establishment for the service;
- (d) generally to manage the operation that the Hospital is engaged in and, without restricting the generality of the foregoing, to determine the number of personnel required, methods, procedures and equipment in connection therewith;
- (e) make, enforce, and alter from time to time reasonable rules and regulations to be observed by the employees which are not inconsistent with the provisions of this Agreement.

### **ARTICLE 3 - NO DISCRIMINATION**

- 3.01 The Employer agrees that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practiced by the Employer or its representatives because of membership in the Union.
- 3.02 There shall be no discrimination, restraint or intimidation practiced or permitted by the Employer or the Union or any of their representatives against any employee because of sex, sexual orientation, age, marital status, race, color, creed, criminal record, national origin or political opinions.
- 3.03 The Employer, employees and the Union agree to conduct their affairs in accordance with the Ontario Human Rights Code.

### **ARTICLE 4 - UNION SECURITY**

- 4.01 The parties hereto mutually agree that all employees of the Employer covered by this Agreement shall become Union members.

#### **4.02 Copies of the Agreement**

The Employer and the Union desire each employee to be familiar with the provisions of this Agreement and her rights and obligations under it. For this reason, the parties shall share in the cost of printing this Agreement and copies shall be distributed to each employee.

#### **4.03 Bulletin Board**

The Employer will provide a bulletin board for the posting of Union notices.

## ARTICLE 5 - REPRESENTATION

- 5.01 (a) The Employer agrees to recognize the following Union Committees: A Negotiations Committee, a Pay Equity Negotiations Committee, an Employer/Employee Relations Committee (E.E.R.C.) and a Health and Safety Committee.
- (b) The employer agrees to recognize not more than six (6) stewards plus the Chairperson. No more than one (1) steward will be absent from any one unit/department at any one time.
- 5.02 In addition, for the purposes of processing employee grievances, the Employer recognizes the grievors right to be represented by the Steward of the grievor's choice at all stages of the grievance.
- 5.03 The privilege of committee members or Stewards handling grievances to leave their work without loss of pay or benefits to attend to Union business is granted on the following conditions:
- (a) such business must be between the Union and the Employer;
- (b) the time shall be devoted to the prompt handling of necessary Union business;
- (c) the members concerned shall obtain the permission of the supervisor concerned before leaving their work. Such permission shall not be unreasonably withheld.
- 5.04 The employees will be allowed to hold meetings on the Employer's premises provided permission for such meeting is obtained in advance from the Director of Human Resources.
- 5.05 Negotiating Time

The Employer agrees to recognize a Union Negotiating Committee consisting of five (5) employees which shall include the Unit Steward, plus the Union Representative with no more than one (1) employee selected from the same department.

The Employer also agrees to recognize a Pay Equity Negotiating Committee consisting of five (5) employees plus the Union Representative for the purposes of negotiating a Pay Equity Plan.

For purposes of Pay Equity Maintenance, the Employer agrees to recognize a Pay Equity Maintenance Committee consisting of up to three (3) employees plus the Union Staff Representative for purposes of reviewing and maintaining the negotiated Pay Equity Plan, which shall be done on a yearly basis. There will be no more than 1 employee selected from the same department.

5.06 Employees serving on the Union's Negotiating Committee shall be paid for lost time at his or her normal straight time rate of pay, for scheduled negotiating meetings.

5.07 Employee/Employer Relations Committee

Both parties agree to establish an Employee/Employer Relations Committee consisting of two (2) Union representatives and two (2) Management representatives and either party shall have the right to have present an additional resource person. The Chairperson at the first meeting shall be named by the Employer and thereafter shall alternate between a member of the Committee selected by the Union and a member selected by the Employer. The Chairperson shall appoint a secretary who shall keep the minutes of the meeting. The Committee will meet once per quarter and more or less frequently by mutual agreement. The Committee will provide a forum for on-going communication and the joint consideration of various concerns which arise in the day-to-day activities of the employees represented by the Union. All such meetings will be held during normal working hours and employees shall be paid for lost time at his or her normal straight time rate of pay for attendance at E.E.R.C. meetings.

5.08 It is understood and agreed that, either party may be assisted by an outside representative at any meeting of the committees listed in Article 5.01.

5.09 Employees shall have the right to the assistance of OPSEU representatives at all times.

ARTICLE 6 - DUES CHECK-OFF

6.01 The Employer agrees that it will deduct from the first day of employment, each pay period, a sum equal to regular Union dues from each employee in the Bargaining Unit. The Employer agrees that it will remit the total amount of such deductions to the Director of Financial Administration of the Union, 100 Lesmill Road, NORTH YORK, Ontario, not later than the 15<sup>th</sup> day of each month following the month that deductions were made. The remittance shall be accompanied by a list of the names and social insurance numbers of those employees for whom deductions have been made.

6.02 The Employer agrees to include the annual total of dues deducted on each employee's T-4 slip.

6.03 The Union will advise the Employer in writing of the amount of its regular dues. The amount so advised shall continue to be deducted until changed by further written notice to the Employer.

- 6.04 The Union agrees to save the Employer harmless and to indemnify the Employer with respect to any claim made against the Employer by any employee or any group of employees arising out of the deduction of Union dues as herein provided.

#### **ARTICLE 7 - STRIKES OR LOCK-OUTS**

- 7.01 There shall be no strikes or lock-outs so long as this Agreement continues to operate. The words "strike" and "lock-out" have the meaning attributed to them in the interpretation section of the Ontario Labour Relations Act.

#### **ARTICLE 8 - GRIEVANCE PROCEDURE**

- 8.01 Any dispute involving the application, interpretation, administration, or alleged violation of this Agreement, including any question as to whether a matter is arbitrable or a case where the Employer has acted unjustly, improperly or unreasonably, may be made the subject of a grievance and an earnest effort shall be made to settle such a grievance as quickly as possible.

- 8.02 An employee who believes he has a complaint or a difference shall first discuss the complaint or difference with his supervisor within seven (7) full calendar days of first becoming aware of the complaint or difference. The employee may be accompanied by his steward if he so desires.

- 8.03 If the complaint or difference is not satisfactorily settled by the supervisor within seven (7) calendar days of the discussion, it may be processed within an additional seven (7) calendar days in the following manner:

8.04 **Step One**

The employee may file a grievance in writing with his/her Supervisor. The written grievance, signed by the employee, shall state the nature of the grievance and the redress sought. The Supervisor shall give the grievor his decision in writing within seven (7) calendar days of the submission of the grievance.

8.05 **Step Two**

- (a) If the employee is dissatisfied with the decision of the Supervisor, the written grievance, signed by the employee or his designee, shall be presented to the Director of Human Resources or his designated representative within seven (7) calendar days from the date of receipt of the Supervisor's reply in the first step of the grievance procedure or failure to reply within the time limits herein provided.
- (b) Within seven (7) calendar days of receipt of the grievance, the Director of Human Resources, or his designated representative, will arrange a meeting with the grievor and his representatives.

- (c) Within fourteen (14) calendar days of this meeting the Director of Human Resources, or his designated representative, shall render his decision in writing.

#### 8.06 Discharge

Where an employee feels that he has been unjustly discharged or suspended, the employee may file a grievance within seven (7) calendar days of the effective date of his discharge and it will then be deemed to be at Step Two of the Grievance Procedure.

Note: During a person's probationary period, the Company reserves the right to terminate that person providing such action is not exercised in a manner that is arbitrary or in bad faith.

#### 8.07 Policy and/or Group Grievances

Where a dispute involving a question of general application or interpretation occurs, or where a group of employees in the Union has a grievance, it may be submitted at Step Two of the grievance procedure. Such grievances must be submitted within fourteen (14) calendar days after the incident giving rise to the grievance.

- 8.08 Time limits referred to in the grievance procedure and arbitration procedure may be extended by mutual agreement if specified in writing.
- 8.09 In this Article, days shall include all days exclusive of Saturday, Sunday and designated holidays.
- 8.10 The employee, at his option, may be accompanied and represented by a Union representative at all stages of the grievance procedure.

### ARTICLE 9 - ARBITRATION

- 9.01 Upon exhaustion of the grievance procedure should either party wish to refer a grievance to arbitration, written notice of application for arbitration shall be made to the other party within fourteen (14) calendar days of receipt of the last written disposition. If no such written request for arbitration is received within the time limit then the grievance shall be deemed to have been abandoned.
- 9.02 The party requesting arbitration shall indicate in its written request, the name of its nominee to the Arbitration Board.

- 9.03 Within seven (7) working days thereafter, the other party shall answer indicating the name and address of its nominee to the Arbitration Board. The two (2) nominees shall then select an impartial chairperson, so that the Arbitration Board will be composed of one (1) person appointed by the Employer, one (1) person appointed by the Union and a third person to act as chairperson chosen by the other two (2) members of the Board.
- 9.04 If either party fails to appoint a nominee within the time limits set out above, or if the two (2) nominees fail to agree upon a chairperson within five (5) working days of their appointment or within such time as may be agreed upon, the Minister of Labour of the Province of Ontario may be asked to nominate a person to act as chairperson upon request of either party.
- 9.05 The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the chairperson shall be the decision of the Board. The decision of the Board of Arbitration shall be final, binding and enforceable on all parties, but in no event shall a Board of Arbitration have the power to change this Agreement, or to alter, modify or amend any of its provisions, or to substitute any new provisions, nor to give any decision inconsistent with the terms and provisions of this Agreement.
- 9.06 Each party shall pay:
- (a) the fees and expenses of its nominee to the Board of Arbitration; and
  - (b) one half (1/2) of the fees and expenses of the chairperson.
- 9.07 **Expedited Arbitration**
- The parties, prior to applying for expedited arbitration under Section 49 of O.L.R.A., shall attempt to reach agreement on a chairperson. If a chairperson is not agreed upon within fifteen (15) days of the notification that arbitration is being sought, either party may apply for a chairperson under the Act.
- 9.08 No person may be appointed to the Arbitration Board who has been involved in an attempt to negotiate or settle the grievance.
- 9.09 No matter may be submitted to arbitration which has not been properly carried through all the requisite steps of the grievance procedure.
- 9.10 The time limits set out in this Article are mandatory and failure to comply strictly with such limits, except by the written agreement of the parties, shall result in the grievance being deemed to have been abandoned.
- 9.11 Wherever 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.

## **ARTICLE 10 - HEALTH & SAFETY**

### **10.01 Health & Safety Committee**

It is the responsibility of the Employer to provide a safe and healthful working environment for all of its employees and it is incumbent upon such employees of the Employer to ensure that such an environment is maintained at all times. The Employer and the Union shall in general, in any and all areas not otherwise covered by the Ontario Health and Safety Act, co-operate in improving rules and practices which will provide adequate protection to employees. To this end, the Employer shall maintain a Joint Health and Safety Committee in accordance with provision of the Occupational Health and Safety Act, 1978, and amendments thereto or successors thereof.

10.02 The parties agree to strike a Joint Health and Safety Committee consisting of one (1) representative elected by the bargaining unit and one (1) representative from the Employer.

10.03 The Committee shall meet on request of either party, upon presentation of an agenda and in any event, at least four (4) times per annum. Time spent by the employees in carrying out the functions of the committee shall be considered to be time worked.

10.04 Either party may exercise the right to have present at any committee meeting any outside resource person.

## **ARTICLE 11 - SENIORITY**

### **11.01 Employer-Wide Seniority**

Employer-Wide Seniority, as referred to in this Agreement, shall mean length of continuous service in the employ of the Employer at any location.

### **11.02 Seniority List**

A seniority list which reflects the seniority of bargaining unit members shall be maintained.

The seniority list shall be updated every six (6) months and a copy shall be sent to the Unit Steward.

### 11.03 Probationary Employee

All new employees shall be hired on a probationary basis for a period of three (3) months for full-time employees or four hundred and fifty (450) hours worked for part-time employees. If retained after the probationary period, the employee shall be credited with seniority from date of last hire. With the written consent of the Employer, the probationary employee and the President of the Local Union or his designate, such probationary period may be extended for an additional three (3) months for full-time employees, or four hundred and fifty (450) hours worked for part-time employees.

11.04 Seniority shall accrue during a pregnancy leave or parental leave. For the purpose of pregnancy leave and parental leave seniority accrual shall be determined by multiplying the normal weekly hours times the weeks the employee is absent due to pregnancy or parental leave in accordance with the Employment Standards Act.

11.05 It is understood and agreed that each employee newly hired to fill a vacancy created by the absence of an employee on maternity leave or protracted absence due to illness/injury shall, notwithstanding the foregoing, continue on probation for all purposes under this Agreement until the expiry of the said three (3) months continuous employment, or until four (4) weeks following the return to work of the employee absent due to maternity leave or parental leave or protracted absence due to sickness etc., whichever is later. On completion of such employee's probationary period as herein before specified and an offer of employment, the name of such employee shall be placed on the seniority list and shall be credited with three (3) months seniority, together with such further seniority as shall have been earned during this probationary period.

(Note: if the person is employed as a part-time person, the appropriate hours will apply during the probationary period).

11.06 Seniority shall be retained by an employee in the event she is transferred from full-time to part-time or vice versa. For the purposes of the application of seniority under the Agreement but not for the purposes of service under any provisions of the Agreement, an employee whose status is changed from full-time to part-time shall receive credit for his seniority on the basis of nineteen hundred and fifty (1950) hours worked for each year of full-time seniority. For the purposes of the application of seniority, under the Agreement but not for the purposes of service under any provision of the Agreement, an employee whose status is changed from part-time to full-time shall receive credit for his seniority on the basis of one (1) year of seniority for each sixteen hundred and fifty (1650) hours worked. Any time in excess of an equivalent shall be pro-rated at the time of transfer. The seniority date of any employee hired or transferred after the renewal of the Collective Agreement expiring March 31<sup>st</sup>, 2010 will not exceed actual date of hire.

#### 11.07 The following is applicable to Full-Time Employees only

##### Effect of Absence

- (a) It is understood that during an approved unpaid absence not exceeding thirty (30) continuous calendar days or any approved absence paid by the Employer, both seniority and service will accrue.
- (b) During an unpaid absence exceeding thirty (30) continuous calendar days, credit for service for purposes of salary increments, vacation, sick leave, or any other benefit under any provision of the Collective Agreement or elsewhere, shall be suspended; the benefits concerned appropriately reduced on a pro rata basis and the employee's anniversary date adjusted accordingly.
- (c) In addition, the employee will become responsible for full payment of subsidized employee benefits in which he is participating for the period of the absence. The employee may arrange with the Employer to prepay the full premium of any applicable subsidized benefits in which he is participating during the period of leave in excess of thirty (30) continuous days to ensure continuing coverage.
- (d) It is further understood that during such absence, credit for seniority shall be suspended and not accrue during the period of absence. Notwithstanding this provision, seniority shall accrue for a period of thirty (30) months if an employee's absence is due to disability resulting in WSIB or L.T.D. benefits.

#### 11.08 Transfers Outside Unit

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

- (a) a period of less than eighteen (18) months or such longer period as the parties may agree upon or;
- (b) a specific term of appointment, including temporarily replacing an employee outside the bargaining unit shall retain but not accumulate seniority held at the time of transfer. In the event the employee is returned to a position in the bargaining unit within the time period noted in (a) or (b) above, he shall be credited with the seniority held at the time of transfer and shall resume accumulation from the date of her return to the bargaining unit.

For clarity, a transfer does not include posting into a permanent non union position or into a permanent position within another bargaining unit.

#### 11.09 Loss of Seniority & Deemed Termination

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

- (a) leaves of his own accord;
- (b) is discharged and the discharge is not reversed through the grievance or arbitration procedure;
- (c) has been laid off without recall pursuant to the lay-off provisions for twenty-four (24) months;
- (d) is absent from scheduled work for a period of three (3) or more consecutive working days, without notifying the Employer of such absence and providing a reason satisfactory to the Employer;
- (e) fails to return to work (subject to the provisions of (d) upon termination of an authorized leave of absence without satisfactory reason or utilizes a leave of absence, without permission, for purposes other than that for which the leave was granted;
- (f) fails upon being notified of a recall to signify his intention to return within five (5) calendar days after he has received the notice of recall mailed by registered mail to the last known address according to the records of the Employer and fails to report to work within ten (10) calendar days after he has received the notice of recall or such further period of time as may be agreed upon by the parties;
- (g) subject to the Human Rights Code, is absent due to illness or disability for a period of thirty (30) months, unless he has less than six (6) months' service at the time the illness or disability commenced and is not eligible for long-term disability benefits. If the employee has less than six (6) months service at the time the illness or disability commenced and is not eligible for long-term disability benefits, this provision will apply after an absence equal to his length of service at the time the absence commenced.
- (h) Casual part-time employees who have not worked in a twelve (12) month period shall be deemed terminated.

#### ARTICLE 12 - POSTING AND FILLING OF VACANCIES, PROMOTIONS AND TRANSFERS

12.01 In all cases, filling of vacancies, promotions and transfers shall be based on the following factors:

- (a) seniority; and
- (b) skill, qualifications and the ability to perform the requirements of the position.

Where the qualifications in factor (b) are relatively equal, seniority shall govern. Such judgment shall be made in a fair, impartial and consistent manner.

- (c) The practice for purposes of the above clause as of date of ratification will be to consider all applicants based on seniority (regardless of full or part-time), where the qualifications in factor (b) are relatively equal.

- 12.02 (a) When a vacancy occurs or a new position is created in the bargaining unit, the Employer shall notify the Union in writing and post notice of the position on the bulletin board mutually designated for this purpose. **Vacancies shall be posted and filled as soon as reasonably possible to avoid undue hardship on remaining staff within the department.**

The notice shall be posted for a period of not less than seven (7) calendar days.

- (b) Notwithstanding the above, the Employer may fill at its own discretion temporary vacancies caused by:

- 1) illness
- 2) accident
- 3) pregnancy and parental leave of absence
- 4) leave of absence not expected to exceed six (6) months
- 5) vacation
- 6) specific tasks not expected to exceed six (6) months

- (i) In filling such temporary full-time vacancies, the Alliance shall first offer the position to a Regular Part-Time employee on the basis of seniority within the classification and department, then consider employees in accordance with Article 12.02 (b) (ii).

- (ii) In filling such temporary Part-time vacancies, the Alliance shall consider employees who have expressed an interest, in writing, within the current calendar year, in filling such vacancies, on the basis of the selection criteria as set out in Article 12. Employees who express an interest in writing shall complete a Request for Internal Transfer form (see Appendix A).

Note #1: Part-time employees filling such vacancies will retain their current part-time status for the duration of the temporary vacancy.

Note #2: In the event that a temporary vacancy that is known to be in excess of twenty (20) working days, regular part-timers will be given the opportunity over casuals and filled in accordance with Article 12.01.

- (c) Employees from the bargaining unit selected to fill such temporary vacancies agree not to apply for other temporary positions while filling the temporary vacancy. Upon completion of the temporary vacancy, the bargaining unit employee will be returned to her former position. Such employees shall continue to accrue seniority while filling a temporary vacancy.
- (d) Employees newly hired to fill such temporary vacancy will not accrue seniority during the filling of such vacancy. If such employees successfully post into a permanent position within the bargaining unit prior to the end of the non-posted vacancy, they will be credited with seniority from their last date of hire. The release or discharge of such employee at the completion of the temporary vacancy shall not be the subject of a grievance or arbitration.

12.03 Such notice shall contain the following information:

Nature and location of the position, requirements of the position, shift, wage or salary rate or range.

- 12.04 Applicants from within the bargaining unit, shall be given consideration for the position. Where there are no applicants from within the bargaining unit the Employer will consider applications from persons employed outside of the bargaining unit as well as persons outside of the employ of the Employer. Each applicant will be informed in writing of the outcome of the job posting within three (3) working days of the final decision having been made.
- 12.05 The successful applicant shall be allowed a trial period of up to two (2) calendar months for full-time positions and up to three hundred (300) hours for a part-time position (excluding all temporary positions) during which the Employer will determine if the employee can satisfactorily perform the job. In the event the successful applicant proves unsatisfactory in the position, he shall be returned to his former position without loss of seniority and employees subsequently displaced shall be returned to their former position. In the event the successful applicant wishes to voluntarily return to his former posted position, he may elect to do so within four (4) weeks for full-time or one hundred fifty (150) hours of work for part-time. After four (4) weeks or one hundred fifty (150) hours the employee may return to their former position, provided that the former position has not been filled or eliminated. Such request shall not be unreasonably denied.
- 12.06 The Union shall be notified of all appointments and recalls within five (5) working days.

12.07 Where an employee is temporarily assigned to a higher paying position, he shall receive the rate of pay at the step on the higher paying salary scale that results in a salary increase to that employee

12.08 An employee selected as a result of a posted vacancy need not be considered for a further vacancy for a period of up to six (6) months from his date of selection unless such posting causes a change in status if successful.

### ARTICLE 13 - LAY-OFF AND RECALL

**Article 13 applies to Regular Full-Time and Regular Part-Time Employees Only.**

13.01 In the event of a proposed layoff at the Hospital of a permanent or long term nature, the Employer shall:

- (a) (i) provide the Union with no less than five (5) months' written notice of the proposed lay-off; and
- (ii) provide to the affected employee(s), if any, no less than four (4) months' written notice of lay-off or in the alternative, if there is mutual consent provide pay in lieu of notice.

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

- (b) meet with the Union through the E.E.R.C. within thirty (30) calendar days of notification as per (a) to review the following:
  - 1) the reason causing the lay-off
  - 2) the service the Employer will undertake after the lay-off
  - 3) the method of implementation including the areas of cut-back and employees to be laid off
  - 4) ways the Employer can assist employees to find alternate employment

13.02 Any signed agreement between the Employer and the Union resulting from the above review concerning the method of implementation will take over the terms of layoff in this Agreement.

13.03 In the event of a lay-off, the Employer will lay-off in reverse order of seniority by full-time and by part-time within their classification in accordance with 13.04 (b) provided that those employees who remain on the job have the qualifications and ability to perform the work. It is understood, however, that probationary employees in the job classification in question shall be laid off first.

No full-time employee within the bargaining unit shall be laid off by reason of his/her duties being assigned to one or more part-time employees.

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

- (a) accept the lay-off and be placed on a recall list for twenty-four (24) months; or
- (b) displace an employee who has less bargaining unit seniority and who is the least senior employee in a lower paying or identical paying classification in the department, if the employee originally subject to lay-off can perform the duties of the lower or identical classification without training other than orientation.
- (c) If the employee cannot displace an employee in his department, the employee may displace an employee who has lesser bargaining unit seniority and who is the least senior employee in a lower or identical paying classification in another department, if the employee subject to the lay-off can perform the duties of the lower or identical classification without training other than orientation.
- (d) Full-time employees who receive a layoff notice shall first have the option to displace a full-time employee as per (b) and (c) above. Where there are no full-time employees to displace after completion of (b) and (c), a full-time employee will be able to displace a part-time employee in accordance with (b) and (c) above.
- (e) Part-time employees who receive a layoff notice shall first have the option to displace a part-time employee as per (b) and (c) above. Where there are no part-time employees to displace after completion of (b) and (c), a part-time employee will be able to displace a full-time employee in accordance with (b) and (c) above.

Note: The decision of the employee under (a) or (b) or (c) shall be given in writing to the designated Employer Representative within seven (7) calendar days following notification of lay-off. Employees failing to respond will be deemed to have accepted a lay-off.

Any employee displaced through this procedure shall themselves be entitled to utilize this procedure.

- 13.05 An employee who displaces an employee in a lower paying classification will be placed on the salary grid of the lower classification consistent with the level he would have achieved in the lower classification based on her service and experience with the Employer.
- 13.06 Employees who are laid off shall have their names placed on the recall list. Should a vacancy arise in the classification, status and department from which the employee was laid off, within the time limits outlined in 11.09 (c), that employee shall be recalled prior to the position being posted.
- 13.07 Subject to Article 13.06, and in accordance with Article 11.09 (c), available positions will be posted with laid off employee's eligible to apply. An employee shall have the opportunity to recall from a lay-off to an available opening following the job posting procedure, prior to the position being posted externally, in order of seniority provided the vacant position is equivalent to the laid off employee's former employment status and he has the qualifications and ability to perform the work. An employee who is recalled shall be credited with the seniority he had at the time of lay-off. An employee can be recalled to a higher paying classification provided they have the qualifications and ability to perform the work of the higher paying position. An employee who refuses two (2) recalls for which they have the qualifications and ability to perform the work shall be deemed terminated.
- 13.08 It shall be the duty of employees on the recall list to notify the Employer of any change of address.
- 13.09 The Local President shall be the last to be laid off and the first to be recalled.
- 13.10 Every effort shall be made by the parties to minimize the adverse effects on bargaining unit members due to reconfiguration/restructuring. The intent of the parties is to have layoff as a last resort.

Prior to issuing a notice of a permanent or long-term layoff resulting in an individual(s) losing employment, the following provisions will apply: (For clarification, this means that the employee has been laid off from employment, or the employee has received notice of lay-off or is in a position that has been identified as being surplus or redundant).

- (a) (i) The Employer will offer early retirement allowance to a sufficient number of employees eligible for early retirement under HOOPP within the classification(s) and department in order of seniority, to the extent that the maximum number of employees within a classification who elect early retirement is equivalent to the number of employees within the classification(s) who would otherwise receive notice of layoff.

If an employee on the unit/department referred to above, does not accept the offer, the Hospital will then extend the offer, in order of seniority, to eligible employees in the unit/department where an employee who has been notified of long term layoff elects to displace in accordance with Article 13.04(b) and one subsequent displacement, the Hospital is not required to offer early retirement allowance in accordance with this provision or any subsequent displacements, i.e. the offer shall follow the displaced employee to a maximum of two displacements.

- (ii) An employee who elects an early retirement option shall receive, following completion of the last day of work, a retirement allowance of one (1) weeks salary for each year of service, plus a pro-rated amount for any additional partial year of service, to a maximum ceiling of twenty-five (35) weeks salary.
  - (iii) Where the employee who elects an early retirement option in accordance with this provision is part-time, his/her retirement allowance will be based upon his/her regular average weekly salary (which includes thirteen percent (13%) in lieu of benefits; in cases of Pension participation this % in lieu would be nine percent (9%), calculated over the twelve (12) month period immediately preceding his/her last day of work.
  - (iv) The early retired full-time employee's share towards the billed premium of the insured benefit plans will be paid in advance by post dated cheques for a six (6) month period by the employee.
- (b)
- (i) Where an employee resigns within one month (30 days) after receiving notice of layoff that his or her position will be eliminated, he or she shall be entitled to a separation allowance of two (2) weeks for each year of continuous service to a maximum of **sixteen (16)** weeks and, on production of receipts from an approved educational program, within twelve (12) months of resignation, shall be reimbursed for tuition fees up to a maximum of three thousand dollars (\$3,000.00).
  - (ii) Where the employee who resigns in accordance with this provision is a part-time employee, their separation allowance will be based upon their regular average weekly salary calculated over the twelve (12) month period immediately preceding their last day of work.
  - (iii) In addition, the Employer will provide to all such full-time employees who resign in accordance with this provision, equivalent coverage on the same basis as is provided to active employees for semi-private, extended health care and dental benefits for a period of twenty-six (26) weeks, or until such time as such employee obtains other employment, whichever first occurs. The Employer

will contribute the same portion of the billed premiums of these benefit plans as is currently contributed by the Employer to the billed premiums of active employees. Such resigning full-time employees share towards the billed premium of the insured benefit plans will be paid in advance by the employee.

- (iv) Where an employee resigns later than one (1) month after receiving notice that his or her position will be eliminated, he or she shall be entitled to a separation allowance of four (4) weeks salary and, upon production of receipts from an approved educational program, within twelve (12) months of resignation, shall be reimbursed for tuition fees up to a maximum of twelve hundred and fifty dollars (\$1,250.00).

Pre-retirement counselling will be made available to any employee requesting same who is eligible under the above.

#### **13.11 Technological Change**

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

Employees who are subject to lay-off under conditions referred to above, will be given notice of the impending change in employment status at the earliest possible time which shall in no case be less than the notification to the Union as set forth above or the requirements of the applicable legislation.

### **ARTICLE 14 - LEAVES OF ABSENCE**

The provisions of this Article apply to full-time and part-time employees.

#### **14.01 Pregnancy Leave**

- (a) Employees shall be entitled to unpaid maternity or adoption leave of absence in accordance with the provisions of the Employment Standards Act.
- (b) The Employer shall continue to pay the employer's share in accordance with legislation and past practice for benefits for employees on pregnancy leave as described in (a) above and seniority shall continue to accrue during the period of such leave.

- (c) An employee who is on Pregnancy leave as provided under this Agreement who is in receipt of Employment Insurance Pregnancy pursuant to the Employment Insurance Act, shall be paid a supplemental employment benefit. That benefit will be equivalent to the difference between eighty-four percent (84%) of her regular weekly earnings and the sum of her weekly employment insurance benefits and any other earnings. Such payment shall commence following the completion of the two (2) week employment insurance waiting period, and receipt by the Employer of the employee's employment insurance cheque stub as proof that she is in receipt of employment insurance pregnancy benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks. The employees' 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.
- (d) Upon completion of such leave, an employee shall be returned to the position held immediately prior to the commencement of the leave should it exist or to another comparable position.

#### 14.02 Parental Leave

- (a) Employees shall be entitled to unpaid Parental leave of absence in accordance with the provisions of the Employment Standards Act.
- (b) The Employer shall continue to pay the employee's share in accordance with legislation and past practice for benefits for employees on parental leave as described in (a) above and seniority shall continue to accrue during the period of such leave.
- (c) An employee who is on Parental leave as provided under this Agreement who is in receipt of Employment Insurance Parental pursuant to the Employment Insurance Act, shall be paid a supplemental employment benefit. That benefit will be equivalent to the difference between eighty-four percent (84%) of their regular weekly earnings and the sum of their weekly employment insurance benefits and other earnings. Such payment shall commence following the completion of the two (2) week employment insurance waiting period, and receipt by the Employer of the employees employment insurance cheques stub as proof that she is in receipt of employment insurance pregnancy benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of ten (10) weeks. The employees' 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.
- (d) Upon completion of such leave, an employee shall be returned to the position held immediately prior to the commencement of the leave should it exist or to another comparable position.

#### 14.03 Bereavement Leave

- (a) The Employer shall pay an employee up to four (4) days' pay at the employee's regular hourly rate of pay for all regular time lost in the event of the death of an employee's parent, spouse or child. The Employer shall pay an employee up to three (3) days at the employee's regular hourly rate of pay for all regular time lost in the event of the death of an employee's immediate family. "Immediate family" means brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, grandparent, grandchild, ward, step-child, step-sister, step-brother. Immediate family as set out above shall include the relatives of "spouses" as defined herein.
- (b) An employee shall be granted one (1) day bereavement leave without loss of regular earnings to attend the funeral of, or a memorial service for her or his aunt, uncle, niece or nephew.
- (c) Bereavement leave will commence within the seven (7) calendar day period commencing three (3) calendar days prior to the day of the funeral.

The Employer, in its discretion may extend such leave with or without pay. "Spouse" for the purposes of this article will be defined as spouse, common-law spouse and same sex spouse.

- (d) If a burial or memorial service is not held, an employee can utilize one (1) day of their entitlement, as determined above, within six (6) months following the date of bereavement for the purposes of attending the burial or memorial service.

#### 14.04 Jury Duty and Witness Duty

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

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

#### 14.05 Leave for Union Activities

- (a) Leave of absence without pay shall be granted, upon written request to the Employer, to employees elected or appointed to represent the Union at conventions, seminars and/or meetings.
- (b) When an employee is elected or appointed to a full-time position with OPSEU or with an organization to which OPSEU is affiliated, the Employer shall grant leave of absence without pay and without loss of seniority for the duration of such leave. At the end of the assignment the employee shall be reinstated to his former position at the then current salary.
- (c) For leaves of absence without pay for Union business under the terms of this Agreement, the employee's salary and applicable benefits will be maintained by the Employer and the Union will reimburse the Employer for the cost of salary and benefits.
- (d) The Local President or in the absence of the Local President the Chief Steward shall be granted leave of absence with pay (at a mutually agreed upon time) from her regular shift, of four (4) hours per pay period to perform union business.

This provision only applies if the Local President or the Chief Steward is a member of the Office & Clerical Bargaining Unit.

#### 14.06 Other Leaves

The Employer may grant leave of absence without pay for other reasons at its discretion. Such leaves shall be for stated periods and shall not exceed a year, unless both the Union and the Employer mutually agree otherwise.

#### 14.07 Accumulation of Seniority

Seniority shall continue to accumulate during any paid leave and for the first thirty (30) days of any unpaid leave. An employee returning from an extended unpaid leave of absence shall be credited with the amount of seniority he had when he completed the first thirty (30) day period of unpaid leave.

#### 14.08 Education Leave

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

#### 14.09 Pre-paid Leave

(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 by the employee through the deferral of salary over a defined period in accordance with part LXVIII of the Income Tax Regulations, Section 6801 (as may be amended from time to time).

(b) Application

Eligible employees must make written application to the Department Head, with a copy to the Director of Human Resources, at least six (6) months prior to the commencement date of salary deferral portion of the Pre-paid Leave Plan. Such Application will outline the reason the leave is being requested. Priority will be given to applicants intending to use the leave to pursue formal education related to their profession. As between two or more candidates, from the same department, with the same intended purpose seniority shall govern. The employee shall be informed of the disposition of the application within thirty (30) days of submission.

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

(d) Nature of Final Agreement

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

- (i) A statement that the employee is entering the Plan in accordance with the provisions of this Article of the Collective Agreement.
- (ii) The period of salary deferral and the period for which the leave is requested.
- (iii) The manner in which the deferral salary is to be held. The letter of application to enter into the plan will be appended to and form part of, the written agreement.

(e) **Deferral Plan**

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

(f) **Deferred Earnings**

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

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

(g) **Health and Welfare Benefits**

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

**Full-Time Employees Only**

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

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

(h) **Seniority and Service**

**Full-time only**

During the year of the leave, seniority shall continue to accumulate. Service for the purpose of vacation and salary progression and benefits will be retained but will not accumulate during the period of the leave.

i) **Assignment on Return**

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

(j) **Withdrawal Rights**

(i) A participant may withdraw from the plan at any time up to three (3) months prior to the commencement of the leave. Deferred salary and accrued interest will be returned to the participant within thirty (30) days of notice to withdraw is given.

(ii) If a participant resigns, or is terminated, prior to the commencement of the leave, deferred salary plus interest will be returned to the participant within thirty (30) days. In the event of death of a participant, such funds will be paid to the participant's estate.

(k) **Replacement Employee**

The Employer will attempt to find a temporary replacement employee as far in advance as practicable. If the Employer 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 Employer will have the option of considering a further postponement or collapsing the plan. The employee subject to such a postponement, will have the option of remaining in the plan and rearranging the leave at a mutually agreeable time, or of withdrawing from the plan as outlined in this Article.

(l) **Plan Year**

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

(m) **Status of Replacement Employee**

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

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

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

14.10 **Personal Emergency Leave**

Employees who request a Personal Emergency Leave shall be entitled to a leave of absence in accordance with the Employment Standards Act, 2000.

14.11 **Family Medical Leave**

Employees who request a Family Medical Leave shall be entitled to a leave of absence in accordance with the Employment Standards Act, 2000.

**ARTICLE 15 - SICK LEAVE**

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

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

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

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

15.03 Any dispute which may arise concerning an employee's entitlement to short term or long term benefits under HOODIP may be subject to grievance and arbitration under the provisions of this agreement.

15.04 No sick pay benefit is payable under HOODIP for the first fifteen (15) hours of absence for the sixth (6<sup>th</sup>) and subsequent period(s) of absence in the same fiscal year (April 1<sup>st</sup> through March 31<sup>st</sup>).

## ARTICLE 16 - TRANSPORTATION ALLOWANCE

- 16.01 An employee shall be reimbursed for any out-of-pocket expenses incurred in the services of the Employer.
- 16.02 If an employee is required to use his or her car in the service of the Employer he shall be reimbursed at thirty-eight cents (\$.38) per kilometre or Hospital policy whichever is greater.
- 16.03 There will be a six (6) month transitional period from time of notification to the employees that integrated schedules between campuses are in effect where the following conditions will be in effect.

If employees have previously received notification of integrated schedules between campuses, they will continue to receive the transitional mileage from the date of ratification for a six (6) month period.

For the transitional period, the employer will pay mileage at the rate of thirty-four cents (\$0.34) per km to an employee if the employee is assigned a shift to a site that is not their home site. The mileage will apply only if the employee has to travel extra kilometres from their permanent residence to the new assigned work site.

## ARTICLE 17 - DEFINITIONS

- 17.01 The words "employee" or "employees" wherever used in this Agreement shall mean only the employees in the bargaining unit defined in Article 1: Recognition.
- 17.02 (a) A regular full-time employee is an employee who is regularly scheduled to work the normal full-time hours referred in Article 22.
- (b) Part-time employees are those employees who are regularly scheduled for work of up to twenty-two and one-half (22.5) hours per week.
- (c) Casual part-time employee is an employee who is not regularly scheduled to work but is called in on an as needed basis.
- (d) **Temporary Employee is an employee who is not a current employee and who has been hired to fill a temporary vacant position within the Bargaining Unit and is subject to 12.02 (d). An employee hired to fill a temporary part-time vacancy will be subject to 22.06 (e) with regard to the scheduling of hours.**
- 17.03 It is understood that provisions within this Agreement will apply to both regular full-time and regular part-time employees unless otherwise specified.

## ARTICLE 18 - WAGES

18.01 Schedule "A" hereto attached, headed WAGES, is hereby made part of this agreement.

18.02 An employee will automatically progress from one step to the next in the salary range for his classification from the beginning of an employee's first anniversary date (date of hire) or last promotion date until reaching the maximum step.

## ARTICLE 19 - VACATIONS

### 19.01 (a) Applicable Only To Full-Time Employees

All employees who have completed less than one (1) year of continuous service shall be entitled to a vacation on the basis 5/6<sup>th</sup> of a day per month for each completed month of service with pay in the amount of four percent (4%) of gross earnings.

All employees shall receive, at their regular rate of pay, ten (10) days of vacation after one (1) year of continuous service; fifteen (15) days of vacation after two (2) years of continuous service; twenty (20) days of vacation after five (5) years of continuous service; twenty-five (25) days of vacation after thirteen (13) years of continuous service; thirty (30) days' vacation after twenty-two (22) years of continuous service; *(Twenty-two years = thirty (30) days is effective for the vacation year 2004)* and thirty-five (35) days of vacation after thirty (30) years of continuous service.

#### Effective with the 2018 vacation year:

**Twenty five (25) days of vacation after twelve (12) years**

**Thirty (30) days of vacation after twenty-one (21) years**

**Thirty five (35) days of vacation after twenty-eight (28) years**

Employees shall receive vacations based on length of continuous service from the date of hire.

Employees will submit requests for vacation prior to April 1<sup>st</sup> in each year and approved vacation will be approved and posted by May 1<sup>st</sup> annually.

In the event of a conflict between employees, seniority from a combined full-time and part-time seniority list will apply for vacation requested prior to April 1<sup>st</sup> in each year.

Vacations after April 1<sup>st</sup> will be approved on a first come, first serve basis.

Where employees request vacation after April 1<sup>st</sup> for the same period of time, seniority will be the deciding factor.

- (i) With the consent of the Employer, unused vacation time from one vacation year may be carried over into the next year (only).
- (ii) If a statutory holiday falls within a vacation period, an additional day will be granted at a mutually agreed upon date.
- (iii) Where an employee's scheduled vacation is interrupted due to a serious illness or injury which commenced prior to and continuous into the scheduled vacation period, the period of such illness shall be considered sick leave.
- (iv) Where an employee's scheduled vacation is interrupted due to serious illness or injury requiring the employee to be an in-patient in a hospital, the period of such hospitalization shall be considered sick leave.
- (v) The portion of the employee's vacation which is deemed to be sick leave under the above provisions will not be counted against the employee's vacation credits.

#### **19.02 Applicable to Regular Part-Time & Casual Employees**

All regular and casual part-time employees shall be entitled to vacation pay based upon the applicable percentage provided in accordance with the vacation entitlement of full-time employees of their gross salary. Equivalent years of service shall be used to determine vacation pay entitlement. Equivalent years of service shall be calculated on the basis of one (1) year of service for each sixteen-hundred and fifty (1650) hours worked. All regular part-time employees shall be granted vacation days as a leave of absence without pay, on the same basis as Full-time as outlined in Article 19.01 (a).

Employees will submit request for vacation prior to April 1<sup>st</sup> in each year and approved vacations will be approved and posted by May 1<sup>st</sup> annually.

In the event of a conflict between employees, seniority from a combined full-time and part-time seniority list will apply for vacations requested prior to April 1<sup>st</sup> in each year.

Vacations requested after April 1<sup>st</sup> will be approved on a first come first serve basis.

Where employees request vacation after April 1<sup>st</sup> for the same period, seniority will be the deciding factor.

Prior to the posted schedule, if a part-time employee requests a week off and it is approved and scheduled, this time will count as thirty-seven and one-half (37.5) vacation hours credited to the employee's vacation bank for standard work week.

After the schedule is posted, when a part-time employee requests a day off on a scheduled day(s), if granted, it will be considered a vacation day based on the number of hours scheduled on that date.

Effective 2015: Part-time employees will have their vacation pay paid out in a lump sum amount with the first pay in October of each year.

- 19.03 A week will be defined as a seven (7) consecutive day period. For vacations requested prior to April 1<sup>st</sup> for prime time vacation period June 15<sup>th</sup> to September 5<sup>th</sup>, preference will be given to employees requesting full week vacation periods over single day requests of one (1) day. Vacation requests for periods from January 1<sup>st</sup> to March 31<sup>st</sup> will be approved based on a first come first serve basis and such request may not be submitted prior to October 1<sup>st</sup> of the previous year.

Vacation will be limited to four (4) weeks with no more than two (2) consecutive weeks at any time during the period June 15<sup>th</sup> to September 5<sup>th</sup> and one (1) week during the Christmas period from December 15<sup>th</sup> to January 15<sup>th</sup>. Additional weeks of vacation may be approved during prime time if operationally practicable.

Employees will not be allowed to cancel their approved vacation or lieu time off after the shift schedule has been posted. The Employer and the Union will discuss any exceptional circumstances that may arise. This will in no way undermine the rights employees have under Article 19.01 (a) (iii) and 19.01 (a) (iv).

- 19.04 Notwithstanding this provision, the calculation of service for purposes of vacation entitlement will include service accrued during a pregnancy leave or parental leave on the basis of seniority accrual during such leaves in accordance with the provisions outlined in this Collective Agreement.
- 19.05 Should an employee terminate with less than two (2) weeks' notice of termination, the vacation pay requirements of the Employment Standards Act will apply.

19.06 (FT Vacations)

The Hospital is committed to providing a healthy work environment for employees. In an effort to preserve a healthy balance between work life and personal life, full-time employees are to request sixty (60) percent of their vacation entitlement prior to April 1<sup>st</sup>. The hospital shall give notice of the remaining vacation days by the first week in September and vacation requests for such remaining days shall be submitted by October 1<sup>st</sup>.

## ARTICLE 20 - STATUTORY HOLIDAYS

### 20.01 Applicable To Regular Full-Time Employees

- (a) The following days are designated as Statutory Holidays:

New Year's Day	Good Friday
Easter Monday	Victoria Day
July 1 <sup>st</sup>	Labour Day
Thanksgiving Day	Family Day
Christmas Day	Boxing Day
Civic Holiday	Remembrance Day

- (b) The Collective Agreement shall provide twelve (12) statutory holidays with appropriate payment to all employees who have completed twenty (20) days worked with the Employer and fulfill their qualifying conditions as set out in this Article.

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

- 1) legitimate illness or accident which commenced within a month of the date of the holiday
  - 2) vacation granted by the Employer
  - 3) the employee's regular scheduled day off
  - 4) a paid leave of absence provided the employee is not otherwise compensated for the holiday
- (c) An employee entitled to statutory holiday pay herein mentioned shall not receive sick leave pay to which he may otherwise have been entitled.
- (d) When a Statutory Holiday falls on an employee's regular day off he shall be granted another day off in lieu.
- (e) Lieu days shall be taken at a mutually agreed time between the Employer and the employee within ninety (90) days of earning the lieu day. Such agreement shall not be unreasonably withheld. If a mutually agreeable time cannot be accommodated, the employee will be paid out accordingly.
- (f) An employee required to work on any of the statutory holidays shall be paid at the rate of time and one-half (1.5) her regular straight time rate of pay for all hours worked on such holiday, subject to (20.03). In addition, she will receive a lieu day off with pay in the amount of her regular straight time hourly rate of pay times her regular standard hours of work.

#### 20.02 Applicable To Part-Time Employees

An employee required to work on any of the statutory holidays referred to in 20.01 (a) shall be paid at the rate of time and one-half (1.5) his regular straight time rate of pay for all hours worked on such holiday, subject to 20.03.

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

#### 20.04 Applicable to Full-Time and Regular Part-Time

The Employer will endeavour to schedule not less than five (5) consecutive days off in conjunction with either Christmas or New Year's Day. This provision does not apply to employees working on units/departments that are not required to work on Christmas or New Year's Day.

Christmas will include Christmas Eve Day, Christmas Day and Boxing Day and New Year's Day will include New Year's Eve Day and New Year's Day.

The normal scheduling provisions will be waived between December 15<sup>th</sup> and January 15<sup>th</sup> in order to provide for Christmas and New Year's scheduling.

Where an employee requests not to be scheduled off five (5) consecutive days at Christmas or New Year's such employee is to put this request in writing to their supervisor.

#### 20.05 Full-Time Statutory Holidays

A full-time employee who would have normally been scheduled based on her master rotation for the statutory holiday, but she is not required to work, will be offered any available shift on the statutory holiday by seniority before being offered to part-time employees. If no full-time employee works the available shift on the available shift on the statutory holiday then it shall be offered in accordance with Article 20.06 for part-time employees. Full-time employees who accept the available shift on the statutory holiday agree to waive article 22.05 (f).

When scheduling for a Statutory Holiday slack booking day designated by the Hospital, the above provision will apply for Full-time employees prior to the schedule being posted. Additional shifts required after the schedule has been posted for a Hospital designated slack booking day will be offered based on current practice and in accordance with Article 22.06 (e).

## **20.06 Part-Time Statutory Holidays**

Once article 20.05 has been exhausted, available statutory holiday shifts will be equitably distributed to part-time employees. Statutory holiday shifts shall be equally distributed to regular part-time employees as follows:

- (a) Available statutory holiday shifts prior to the schedule being posted will be equitably distributed to part-time employees based on a calendar year.
- (b) The most senior part-time employee will be scheduled the first available statutory holiday shift unless the part-time employee has indicated in writing that she is unavailable in accordance with Article 22.06 (b).
- (c) Once the schedule has been posted, any call-ins for available statutory holiday shifts will be in accordance with Article 22.06 (e) and does not count in the equitable distribution of statutory holidays.
- (d) A part-time employee who does not work a scheduled statutory holiday shift, for any reason, will have the statutory holiday counted as a shift in the equitable distribution of statutory holiday shifts.
- (e) A part-time employee who has declared themselves unavailable prior to the posted schedule for a scheduled statutory holiday and becomes available after the schedule has been posted, will be the last regular part-time employee on the unit in the classification to be offered a call-in shift for that statutory holiday originally declared unavailable, then Casual Part-time.

## **ARTICLE 21 - NO PYRAMIDING**

Premium payment (including both overtime and statutory 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, on-call, call-in, or weekend premium.

## **ARTICLE 22 - HOURS OF WORK**

22.01 There shall be no split tours.

### **Applicable to Full-Time and Regular Part-Time**

The Employer will notify the Union of any permanent changes to hours of a shift and will meet to discuss if required by the Union.

## 22.02 Daylight Saving Time & Standard Time Changes

It is recognized that hours of work and payment thereof will be in accordance with Hospital Policy. It is understood that those who work the night shift on the designated Saturday when the time changes in the spring and fall will be paid for their actual hours worked during such shift at their regular rate of pay.

- 22.03 Work in excess of the normal hours of work as defined "under "22.05 (a) & (b) - Regular Full-Time Employees"" shall be paid at the rate of time and one-half (1 ½) for all hours worked in excess. Regular full-time employees may opt for equivalent time off in lieu of pay for overtime. Where an employee opts to accumulate approved overtime hours (other than overtime hours related to statutory holidays), the maximum accumulation at any time shall not exceed an equivalent of five (5) days or thirty seven and one-half (37.5) hours. Such time off shall be mutually agreed between the employee and the Employer within ninety (90) days of earning. If a mutually agreeable time cannot be accommodated, the employee will be paid out accordingly.

Note: This section is subject to other sections in this Article wherein those on extended tours or varying hours/shifts will have the formula for overtime and other premiums adjusted accordingly in accordance with the posted schedule.

- 22.04 Employees shall be entitled to one fifteen (15) minute paid rest period in each half of a normal shift.

## 22.05 Applicable To Only Regular Full-Time Employees

- (a) The normal work day for full-time employees shall consist of seven and one half (7.5) hours excluding the meal period.
- (b) The normal work week for full-time employees shall be thirty-seven and one half (37.5) hours (excluding meal periods) which may be averaged over a two (2) week pay period.
- (c) Shift schedules shall be posted at least **four (4)** weeks in advance to cover a four (4) week schedule period. It shall be the responsibility of the employee to consult the current work schedule before going off duty. Employees are expected to inform the Employer as soon as possible prior to starting time of their shift if they are unable to report for their scheduled shifts.
- (d) Applicable to Only Regular Full-time Employees

Employees may request an exchange of scheduled shifts provided such requests are submitted forty-eight (48) hours in advance of the shift being exchanged (unless it is an emergency situation), in writing, on the "Mutual Request Form" co-signed by the employees involved and approved by the immediate supervisor. Employees will be limited to eight (8) shift

exchanges per employee per four (4) weeks. Such exchange may not trigger any premium payments. For clarity, a Stat holiday may only be exchanged for another Stat Holiday.

- (e) Individual Request Forms for excused days off must be forwarded in advance of the schedule being posted.
- (f) Where employees are required to rotate on the day, afternoon, and/or night shifts, the Employer will arrange shifts such that there will be a minimum of twelve (12) hours between **the end of an employee's scheduled shift and the commencement of an employee's next scheduled shift. After a regularly scheduled night shift tour a period of forty-eight (48) consecutive hours off shall be scheduled.** Failure to provide a minimum of twelve (12) hours/**forty eight hours (48)** as identified shall result in payment to any employee affected of one and one-half (1.5) times the employee's regular straight time hourly rate for the number of hours difference between the twelve (12) hours/**forty eight hours (48)** and the actual number of hours off.

**Where the forty-eight hour (48) period is reduced as a result of an employee voluntarily accepting a call in shift with less than forty-eight hours (48) when coming off nights, such premium payment shall not apply.**

Where the twelve (12) hour period is reduced as a result of an approved change of shifts requested by the employees (e.g. "d"), such premium payment shall not apply.

- (g) Where an employee's schedule is changed by the Employer with less than forty-eight (48) hours' notice, he shall receive time and one-half (1.5) of her regular straight time hourly rate for all hours worked on her next shift (full-time).
- (h) The Employer may assign an employee to an alternative shift from time to time for the purposes of training development, re-orientation, or evaluation.
- (i) The Employer will schedule every other weekend off for regular full-time employees. A weekend is defined as being forty-eight (48) consecutive hours off commencing at the end of the day shift Friday, unless otherwise agreed to by the Hospital and the Employees.

22.06 Applicable To Only Regular Part-Time Employees

- (a) The normal work day for part-time employees shall consist of seven and one half (7.5) hours excluding meal period, provided that this does not constitute a guarantee as to the particular number of hours per day. Part-time employees may be scheduled to work four (4) hour shifts. It is agreed no four (4) hour shifts will be implemented without consultation with the union.
  
- (b) Shift schedules shall be posted **four (4) weeks** in advance to cover a four (4) week schedule period. **At no time will there be less than four (4) weeks of posted time. Request for specific days off are to be submitted in writing to the immediate supervisor no less than seven (7) days prior to the posting of said schedule.** A part-time employee prior to the posting of the work schedule shall be entitled to declare themselves unavailable for up to **four (4) days per four (4) week posted schedule which may be consecutive days subject to sufficient staff being available.** Such days shall not be included in the equalization of hours. Request may be denied if sufficient staff are not available. For clarification, such requests may only be submitted following the posting of the current schedule for the next posted schedule. Where two (2) or more employees request the same unavailable day seniority shall be the deciding factor. It shall be the responsibility of the employee to consult the current work schedule before going off duty. Employees are expected to inform the Employer as soon as possible prior to starting time of their shift if they are unable to report for their scheduled shifts.

A part-time employee who has declared themselves unavailable prior to the posted schedule and becomes available after the schedule has been posted, will be the last regular part-time employee on the unit in the classification to be offered call in shifts on the day originally declared unavailable then, Casual Part-time.

- (c) Employees may request an exchange of scheduled shifts provided such requests are submitted forty-eight (48) hours in advance of the shift being exchanged (unless it is an emergency situation), in writing, on the "Mutual Request Form" co-signed by the employees involved and approved by the immediate supervisor. Such exchange may not trigger any premium payments. **Employees will be limited to eight (8) shift exchanges per employee per four (4) weeks.** For clarity, A Stat holiday may only be exchanged for another Stat holiday.
  
- (d) Individual Request Forms for excused days off must be forwarded in advance of the schedule being posted.

(e) All available hours shall be equitably distributed by seniority, **over the four (4) week posted schedule** among the regular part-time employees within the department/classification.

(i) **If a temporary employee as defined in article 17.02 (d) is hired into the department/classification, regular part-time employees will be scheduled up to twenty-two and one-half (22.5) hours per week with part-time temporary employees being scheduled any additional hours up to twenty-two and one-half (22.5) hours per week.**

**If there are additional hours to be scheduled, hours would be equitably distributed between Regular part-time employees up to full-time hours, then to Temporary part-time employees up to full-time hours, then to Casual part-time employees.**

(ii) All extra non posted hours will be offered in an equitable manner on the basis of seniority amongst the regular part-time employees up to full-time hours **provided** that Temporary part-time employees **have been offered/** achieved twenty-two and one-half (22.5) hours.

Any **remaining** additional hours will be offered then to Temporary part-time employees **up to full-time hours** before **offering** such hours to the casual part-time employees.

(iii) The employee placing the call will allow the phone to ring four (4) rings. If an answering machine activates within four (4) rings a message will be left that they called and are moving on. Only accepted shifts will count in the distribution of hours.

(iv) Employees must provide one (1) telephone number for all call-in purposes. An employee's home telephone number is presumed to be the contact number unless the Hospital receives written notification to the contrary;

(v) An offer to work cannot be accepted from anyone other than the employee;

(vi) Nothing in the above precludes an employee from calling the Hospital once they receive a message indicating that a call was made, to check to see if the shift remains available and if so, to accept the shift at that time;

(vii) There is no responsibility for the caller or the Hospital to wait for an answer. The employee must give her/his answer when called. (This does not prevent an employee from checking for a sitter and calling back to the Hospital to see if the shift is still available.)

- (viii) An employee shall have the right to refuse a call in shift without having the refusal counted as part of the equitable distribution of hours.

The following general principals are for shifts that become available after the after the Schedule is posted:

- 1) Shifts that become available within seventy-two (72) hours of the commencement of that shift will be known as a call-in shift;
  - 2) Shifts that become available at least seventy-two (72) hours in prior to the commencement of that shift will be known as an additional shift;
  - 3) Both call-in shifts and additional shifts will be offered in accordance with Article 22.06 (e). However the Hospital will provide an employee up to two (2) hours to respond to the offer of an additional shift before offering that shift to the next eligible employee;
  - 4) Should an employee refuse an additional shift that refused shift will count toward the equitable distribution of hours;
  - 5) Any employee who accepts a call in shift cannot exchange that shift.
- (f) Where employees are required to rotate on the day, afternoon, and/or night shifts, the Employer will arrange shifts such that there will be a minimum of twelve (12) hours between the end of an employee's scheduled shift and the commencement of an employee's next scheduled shift. After a regularly scheduled night tour a period of forty-eight (48) consecutive hours off shall be scheduled. Failure to provide a minimum of twelve (12) hours/forty-eight (48) hours as identified shall result in payment to an employee affected of one and one-half (1.5) times the employee's regular straight time hourly rate for the number of hours difference between the twelve (12)/forty-eight (48) hours and the actual number of hours off.

Where the forty-eight (48) hour period is reduced as a result of an employee voluntarily accepting a call in shift with less than forty-eight (48) hours when coming off nights, such premium payment shall not apply.

Where the twelve (12) hour period is reduced as a result of an approved change of shifts requested by the employees (e.g. "c"), such premium payment shall not apply.

- (g) Where a regular part-time employee's scheduled shift is canceled by the Employer, with less than twelve (12) hours' notice, she shall receive time and one half (1.5) of her regular straight time hourly rate for all hours worked on her next shift.

- (h) The Employer may assign an employee to an alternative shift from time to time for the purposes of training development, re-orientation, or evaluation.
- i) The Employer will endeavour to schedule at least one (1) weekend off in two (2). The Employer will schedule two (2) weekends off in four (4).

A weekend is defined as being forty-eight (48) consecutive hours off commencing at the end of the day shift Friday, unless otherwise agreed to by the Hospital and the employee. Part-time can work more than two (2) weekends in four (4) for purposes of scheduling, if requested by the employee.

- (j) All employees must be available for all tours of duty unless they have an approved commitment for a permanent shift.

22.07 (a) Overtime shifts will be offered based on the following order:

- (i) Full-Time employees by seniority in the same classification and department who are qualified to perform the duties without training.
- (ii) Regular Part-Time employees by seniority in the same classification and department who are qualified to perform the duties without training.
- (iii) Casual Part-Time employees by seniority in the same classification and department who are qualified to perform the duties without training.
- (iv) Temporary Regular Part-Time employees by seniority in the same classification and department who are qualified to perform the duties without training.

(b) Ordering in of OT Shifts

Once all call in provisions at both regular and overtime rate of pay have been exhausted and a shift remains to be staffed the employer may be in a position to "order" an employee to report to work. Ordering of staff will be on the same basis as offering an overtime shift, however in reverse order of seniority.

- Temp RPT then CPT then RPT then FT
- All in reverse order seniority

Employees would be advised that the department has been searching for a staff member to work and have not been successful, therefore we are now in a position that we must order you to report to work for \_\_\_\_\_ shift at overtime rate of pay.

## ARTICLE 23 - PART-TIME EMPLOYEES

- 23.01 Part-time employees shall accumulate seniority on the basis of number of hours worked, to a maximum of the defined number of hours for full-time employees.
- 23.02 Part-time employees shall be paid at an hourly rate of pay equal to that of full-time employees.
- 23.03 The rate of overtime pay for part-time employees shall be the same as that for full-time employees for hours in excess of thirty-seven and one-half (37.5) hours per week or seven and one half (7.5) hours per day.
- 23.04 Part-Time Employees & Pay In Lieu

Regular part-time and casual part-time employees shall receive in lieu of all fringe benefits (being those benefits to an employee paid in whole or in part by the Employer, as part of direct compensation or otherwise including holiday pay, save and except salary, vacation pay, on-call and call-in pay, jury and witness duty, bereavement leave, and pregnancy supplemental unemployment benefits) an amount equal to thirteen percent (13%) percent of her regular straight time hourly rate for all straight time hours paid. For part-time members who are part of the Employer's pension plan, the percentage in lieu of fringe benefits is nine percent (9%).

## ARTICLE 24 - ON-CALL AND CALL-IN

### 24.01 On-Call

An employee required to be on-call or remain available for call-back duty on other than regular scheduled hours shall be paid at the rate of two dollars and fifty cents (\$2.50) per hour of on-call time. Hours worked for call-back shall be deducted from hours for which the employee receives on-call pay.

### 24.02 Call-In

Note: Article applicable to full-time and regular part-time employees only

An employee who is called in to work after leaving the Hospital premises and outside of his regular scheduled hours, shall be paid a minimum of no less than three (3) hours pay at time and one-half (1.5) his regular straight time hourly rate for work performed on each call-in. In the event that such three (3) hour period overlaps and extends into his regular shift, he will receive the three (3) hour guarantee payment at time and one half (1.5) and his regular hourly rate for the remaining hours of his regular shift. The reference to leaving the Hospital premises referred to above will not be applicable where an employee remains in the Hospital on on-call arrangement with the Employer.

**Note: For Part-Time Employees**

For the purpose of clarification, the above call-in article does not apply to rescheduled hours of work. This article does not apply where the employee elects to work additional unscheduled hours made available by the Employer.

**ARTICLE 25 - PREMIUMS**

**25.01 Shift Premium**

A differential of one dollar and **fifteen** cents (\$1.15) per hour for each hour worked, effective the first day of the pay period following the pay period in which agreement is ratified, shall be paid to employees working the afternoon or night shift. An afternoon or night shift is defined as being one where fifty percent (50%) or more of the hours worked fall between 1500 hours and 0700 hours.

**\*Effective April 1<sup>st</sup>, 2018 – Shift Premium will increase to one dollar and twenty cents (\$1.20) per hour.**

**25.02 Weekend Premium**

An employee shall be paid a weekend premium of one dollar and thirty-five cents (\$1.35) per hour for each hour worked between 2400 hours Friday and 2400 hours Sunday.

**ARTICLE 26 - MISCELLANEOUS**

**26.01 Contracting Out**

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

**26.02 Responsibility Pay**

Whenever an employee is assigned overall responsibility for a tour of duty of the unit/department with additional responsibility to direct, delegate or oversee work of other employees within their department they shall be compensated one dollar (\$1.00) per hour in addition to her regular rate of pay.

26.03 Work of the Bargaining Unit

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

26.04 Extended Tours

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

MODEL AGREEMENT WITH RESPECT TO EXTENDED TOUR  
ARRANGEMENTS

MEMORANDUM OF AGREEMENT

Between: The Chatham-Kent Health Alliance

And: The Ontario Public Service Employees Union  
(and it's Local 132)

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

Article 1 - Work Unit and Employees Covered

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

Article 2 - Hours of Work

- 2.1 The normal or standard extended work day shall be \_\_\_\_\_ hours per day.
- 2.2 (Detailed description with an attached schedule where appropriate).
- 2.3 Failure to provide (\_\_\_\_\_) hours between the commencement of an employee's scheduled shifts and the commencements of such employee's next scheduled shift shall result in payment of one and one-half (1.5) times the employee's regular straight time hourly rate for only those hours which reduce the (\_\_\_\_\_) hour period.

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

### Article 3 - Overtime

- 3.01 Overtime shall be defined as being all hours worked in excess of the normal or standard extended work day, as set out in Article 2.1 of the Model Agreement or in excess of the normal or standard work week as set out in Article 18.01 of the Collective Agreement.
- 3.02 For purposes of overtime the hours of work per week shall be averaged over \_\_\_\_\_ weeks.

### Article 4 - Rest Periods

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

### Article 5 - Meal Periods

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

### Article 6 - Sick Leave and Long Term Disability (Applicable to Full-time Employees Only)

- 6.01 The short term sick leave plan will provide payment for the number of hours of absence according to the scheduled tour to a total of five hundred and sixty-two and one-half (562.5) hours. All other provisions of the existing plan shall apply mutatis mutandis.

### Article 7 - Sick Leave and Long Term Disability (Applicable to Full-time Employees Only)

- 7.01 Holiday pay will be computed on the basis of the employee's regular straight time hourly rate of pay times the number of hours for a normal or standard work day as set out in Article 18.01 (a).
- 7.02 An employee required to work on any of the designated holidays listed in the Collective Agreement shall be paid at the rate of time and one-half (1.5) his regular straight time rate of pay for all hours worked on such holiday, subject to Article 25.03. In addition, he will receive a lieu day off with pay in the amount of his regular straight time hourly rate of pay times seven and one-half (7.5) hours, except in those Hospitals which have a standard work day of less than seven and one-half (7.5) hours in which case holiday pay will be based on the standard daily hours in that Hospital.

Article 8 - Vacation

8.01 Vacation entitlement as set out in Article 26.01(a) will be converted to hours on the basis of the employee's normal work week.

Article 9 - Local Provisions

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

Term

This Agreement shall be (Specify Term).

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

Dated this 27 day of October, 2017.

For the Union:

\_\_\_\_\_  
Elisabeth Bach-Hitchcock  
Alma Fren  
Carol Manier  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

For the Employer:

David Sells  
[Signature]  
[Signature]  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## 26.05 Modified Work

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

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

The Parties agree that the patient care is enhanced if concerns relating to work loads are resolved in a timely and efficient manner. Employees are encouraged to raise their concerns with the immediate Supervisor/Manager. In the event that the workload concern is not resolved to the employee's satisfaction, the employee or group of employees may bring their concern to the Labour Management Committee through their Union Representative(s).

## 26.06 Innovative/Flexible Scheduling

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

### MODEL AGREEMENT WITH RESPECT TO INNOVATIVE SCHEDULING/FLEXIBLE SCHEDULING

#### MEMORANDUM OF AGREEMENT

Between: Chatham-Kent Health Alliance

And: Ontario Public Service Employees Union  
(And it's Local 132)

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

### Article 1 – Work Unit and Employees Covered

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

**Article 2 – Hours of Work**

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

**Article 3 – Agreed variation from the Collective Agreement**

(Collective Agreement provisions to be varied).

**Article 4 – Rest Periods**

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

**Article 5 – Meal Periods**

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

**Term**

This Agreement shall be (Specify Term).

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

26.07 Job Sharing

Should the Employer receive a request from an employee to Job Share their position or if the Employer wished to fill a vacant full-time position by creating a job share arrangement, the Parties agree to meet to discuss and develop a Job Share Agreement which will include (but not be limited to) language with regard to implementation, division of hours, statutory holidays, job posting requirements, notice periods and discontinuation criteria, subject to approval of the Parties.

26.08 Hepatitis B Vaccine

The Employer will provide each employee at no cost to the employee, a Hepatitis B Vaccine.

ARTICLE 27 - WORKING CONDITIONS

- 27.01 New employees shall be given orientation training during their first week on staff. The orientation training shall include a copy of the job description, familiarization with the goals of the Employer, the workplace, the clients, staff and programs, emergency procedures and any specialized information necessary for performance of the job. In addition, the Employer agrees to arrange for a fifteen (15) minute interview between each new employee and the appropriate Unit Steward on Company time.
- 27.02 Where new or greater skills are required than are already possessed by affected employees under the present methods of operation, such employees shall be given training, with due consideration being given to the employee's previous background, during which they may perfect or acquire the skills necessitated by the newer method of operation. The Employer will assume the cost of tuition. There shall be no reduction in wage or salary rates during the training period of any such employee. Training shall be given during the hours of work whenever possible and may extend for up to six (6) months.
- 27.03 In the event a pregnant employee is assigned to a shift (or location) requiring the performance of duties which may be hazardous, she may request and be granted transfer to an alternate shift (or location) for the duration of her pregnancy.
- 27.04 Where a department has a master schedule such schedule shall not be altered or changed unless a minimum of four (4) weeks' notice is given to employees working under the schedule.

## ARTICLE 28 - GENERAL

### 28.01 Personnel Files

- (a) Any letter of reprimand or suspension will be removed from the record of an employee eighteen (18) months following the receipt by the employee of such letter or suspension provided that the employee's record has been discipline free for such eighteen (18) month period. Leaves of absence in the excess of thirty (30) calendar days will not count towards the eighteen (18) month period.
- (b) An employee may submit in writing and request access to his file for the purposes of reviewing any evaluations or formal disciplinary notations contained therein in the presence of the Employer. A copy of the evaluation will be provided to the employee at his request.
- (c) Changes in Classification
  - (i) When a new classification is established by the Employer, the Employer shall determine the rate of pay for such new classification and notify the Union. If the Union challenges the rate, it shall have the right to request a meeting with the Employer to endeavor to establish a mutually satisfactory rate. If the parties are unable to agree on a rate, the dispute may be submitted to Arbitration. The decision of the Board of Arbitration shall be based on the relationship established by comparison with the other classifications in the bargaining unit.
  - (ii) When the Employer makes a substantial change in the job content of an existing classification, the Employer agrees to meet with the Union and permit the Union to make representation with respect to the appropriate rate of pay. Likewise, if the parties are unable to come to an agreement, the matter may be referred to arbitration.

28.02 Where the masculine gender is used in this Agreement it shall be deemed to include the feminine gender.

## ARTICLE 29 - BENEFITS

Note: Article Is Applicable To Only Regular Full-Time Employees

29.01 The Employer agrees, during the term of the Agreement, to contribute towards the premium coverage for participating eligible regular full-time employees in the active employ of the Employer under the insurance plans set out below subject to their respective terms and conditions including enrollment requirements.

(a) **Semi-Private Hospital Insurance**

The Employer agrees to pay one hundred percent (100%) of the billed premiums towards coverage of eligible employees in the active employ of the Employer under coverage comparable to the Blue Cross Semi-Private Plan.

(b) **Extended Health Care**

The Employer shall contribute seventy-five percent (75%) of the billed premium towards coverage for eligible employees in the active employ of the Employer comparable to the Blue Cross Extended Health Care Plan providing for twenty-two dollars and fifty cents (\$22.50) single and thirty-five dollars (\$35.00) family deductible, providing the balance of monthly premiums are paid by the employee through payroll deductions. In addition, to the standard benefits, coverage will include vision care (maximum three hundred dollars (\$300.00) every twenty-four (24) months per person, effective September 1<sup>st</sup>, 2014) and eye exam coverage up to a maximum of **one hundred dollars (\$100.00)** once in every two (2) year period as well as a hearing aid allowance lifetime maximum five hundred dollars (\$500.00) per person. Compression stockings – one hundred percent (100%) coverage – two (2) per year with medical prescription. The dispensing fee will be capped at nine dollars (\$9.00) per prescription. Mandatory Generic Drug – no substitution unless adverse reaction has been documented by a physician. Private Duty Nursing will be limited to ten thousand dollars (\$10,000.00) per year.

**Three hundred dollars (\$300.00) per insured annually with no deductible for each of the following practitioners and removal of “per visit” maximum;**

**Chiropractor, Physiotherapist, Massage Therapist, Psychologist**

(c) **Group Life Insurance**

The Employer shall contribute one hundred percent (100%) of the billed premium towards coverage of eligible employees in the active employ of the Employer under HOOGLIP or other equivalent group life insurance plan in effect providing the balance of the monthly premium is paid by the employee through payroll deductions.

(d) **Dental**

The Employer shall contribute seventy-five percent (75%) of the billed premiums towards coverage of eligible employees in the active employ of the Employer under the Blue Cross #9 Dental Plan or comparable coverage with another carrier (based upon the ODA fee schedule one (1) year behind current, effective April 1<sup>st</sup>, 2000, and implemented the month

following ratification or an Arbitration Boards decision) providing the balance of the monthly premiums are paid by the employee through payroll deduction. Dental recall exam to be nine (9) months.

**Orthodontic Coverage - One thousand dollars (\$1000.00) per insured per lifetime with fifty percent (50%) copay for dependent children seventeen (17) and under.**

e) **Benefits Age 65 and Older**

Extended health care and dental benefits will be extended to active full-time employees from the age of sixty-five (65), and up to the employee's seventieth (70<sup>th</sup>) birthday, on the same cost share basis as applies to those employees under the age of sixty-five (65).

**29.02 Change of Carrier**

It is understood that the Employer may at any time substitute another carrier for any plan (other than OHIP) provided the benefits conferred thereby are not in total decreased. Before making such a substitution, the Employer shall notify the Union to explain the proposed change and to ascertain the views of the employees. Upon a request by the Union, the Employer shall provide to the Union, full specifications of the benefit programs contracted for and in effect for employees covered herein.

**29.03 Healthcare of Ontario Pension Plan**

All present employees enrolled in the Employer's pension plan shall maintain their enrollment in the plan subject to its terms and conditions. New employees and employees not yet eligible for membership in the plan shall, as a condition of employment, enroll in the plan when eligible in accordance with its terms and conditions.

29.04 Employees who are on a layoff shall have the option to participate in their EHC/Dental Plan, at their request, with the Hospital for a maximum period of three consecutive calendar months following the date of layoff, provided the employee pays one hundred percent (100%) of the monthly billed premium.

**29.05 Retiree Benefits (Effective April 1<sup>st</sup>, 2014)**

The Hospital will provide to all full-time employees who reach age fifty-seven (57) and retire on or after April 1<sup>st</sup>, 2014 and who have not yet reached age sixty-five (65) and who are in receipt of the Hospital's pension plan benefit, extended health care and dental benefits coverage on the same basis as is provided to active employees as long as the retiree pays the Employer their share of the monthly premiums in advance. The Hospital will contribute fifty percent (50%) of the billed premiums of these benefit plans.

29.06 Benefits on Sick Leave

The Hospital will pay the employer portion of the benefit premium while the employee is on sick leave, including the EI period prior to the commencement of long term disability and LTD period, to a maximum of thirty (30) months from the date the absence began.

ARTICLE 30 - TERM OF AGREEMENT

30.01 This Agreement shall be in effect from April 1<sup>st</sup>, 2016 to September 30<sup>th</sup>, 2018, and shall continue in effect from year to year thereafter unless either party gives the other party notice in writing within ninety (90) days prior to the expiry date of this Agreement of its desire to terminate or amend this Agreement.

SIGNED at Chatham, this 27 day of October, 2017.

FOR THE UNION:

FOR THE EMPLOYER:

\_\_\_\_\_  
Episabeth Bach-Hitchcock  
Glenn Frenkel  
Carol Marie

\_\_\_\_\_  
Janet Cobb  
Smith  
Rebecca V

LETTER OF UNDERSTANDING #1

BETWEEN

Chatham Kent Health Alliance  
(the "Hospital")  
- and -

OPSEU  
OFFICE AND CLERICAL UNIT  
(the "Union")

Summer Student Classification

- 1) Summer Students may be hired solely for the purposes of providing vacation relief for employees during the summer months after **regular part-time and casual part-time** employees have been offered the first opportunity to these hours.
- 2) Summer is defined as the period from May 15<sup>th</sup> to September 15<sup>th</sup>.
- 3) Rate of Pay will be in accordance with the Employment Standards Act, 2000.

SIGNED at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 201 \_\_\_\_\_.

Renewed this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

FOR THE UNION:

FOR THE EMPLOYER:

\_\_\_\_\_  
*Elisabeth Bach-Hitchcock*

\_\_\_\_\_  
*Carol Mauer*

\_\_\_\_\_  
*Carol Cobb*  
*Smith*

## LETTER OF UNDERSTANDING #2

BETWEEN

Chatham Kent Health Alliance  
(the "Hospital")  
-and-

OPSEU  
OFFICE AND CLERICAL UNIT  
(the "Union")

### Integration for the Delivery of Health Services

The Participating Hospitals and OPSEU are determined to minimize the adverse impact of integration on employees. The parties agree that a standardized approach to Human Resources Adjustment Planning should be used. For this reason, OPSEU and the Participating Hospitals support the development of provincial standards or principles as described in the Joint Hospital Industry Labour Management Council letter to the Ministers of Health and Labour, dated March 23<sup>rd</sup>, 2006.

For the purposes of this letter of understanding, the parties agree that "integrate", "integration" and "health service provider" have the same meaning as defined in Bill 36, an Act to Provide For The Integration Of The Local System For The Delivery Of Health Services and/or the Public Sector Labour Relations Transitions Act. Throughout this document, the words rationalization, consolidation or integration may be used interchangeably. In the event of a rationalization of any part of the services of the Hospital with those of another hospital or hospitals or community agency(s), the Hospital and the Union agree to be guided by the following principles:

- (a) the Hospital shall notify affected employees and the Union as soon as a formal decision to rationalize or integrate is taken;
- (b) the Hospital shall provide the Union with pertinent financial and staffing information and a copy of any reorganization plans which impact on the bargaining unit related to the rationalization of services.
- (c) the Hospital and the Union shall begin discussions concerning the specifics of the rationalization forthwith after a decision to rationalize is taken.
- (d) as soon as possible in the course of developing a plan for the implementation of the rationalization, the Hospital shall notify affected employees and the Union of the projected staffing needs, and their location, which are anticipated to result; notice to affected employees and the Union shall include the estimated number and types of positions anticipated to be available, and their location, as the result of the rationalization;

- (e) if services in the Hospital are to be reduced or eliminated as the result of a rationalization, or if the employment of employees is otherwise to be affected, the Hospital shall prepare a list of the affected employees in order of seniority by jobs for which it considers such employees are eligible. This list will be updated to reflect any changes due to employees leaving or entering the unit;
- (f) an employee who has been transferred to the Hospital and who has not completed her or his probationary period at the Hospital or community agency where she or he was formerly employed shall receive credit for her or his service during such probationary period, and shall complete the balance of the probationary period required by this agreement. No new probationary period shall be serviced by an employee who has been transferred to the Hospital.
- (g) Employees who are relocated or transferred to another employer by the Hospital will retain their seniority and service at their original hospital for a twenty-four (24) month period. Employees relocated or transferred shall have the right to post for vacancies that arise, prior to or subsequent to the relocation or transfer, at their originating Hospital for that twenty-four (24) month period. If they are the successful applicant, they will return to the employ of the Hospital with seniority accrued and service intact but not accrued, for the period that the employee was relocated or transferred to another employer.
- (h) Nothing in the foregoing shall be deemed to limit or restrict the parties' rights and obligations under the Labour Relations Act, 1995 or the Act To Provide For The Integration Of The Local System For The Delivery Of Health Services (Bill 36), as may be amended from time to time.
- (i) The parties may also wish to refer to the Service Rationalization/Employee Transfer Guidelines established by the Ontario Hospital Industry Labour Management Committee in 1986.

Renewed this 27 day of October, 2017.

FOR THE UNION:

\_\_\_\_\_  
*Elisabeth Bach-Hitchcock*  
 \_\_\_\_\_  
*Blaine Fenwick*  
 \_\_\_\_\_  
*Carol Mauer*  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

FOR THE EMPLOYER:

\_\_\_\_\_  
*James G. Gith*  
 \_\_\_\_\_  
*Smith*  
 \_\_\_\_\_  
*Deuce*  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

## LETTER OF UNDERSTANDING # 3

BETWEEN

Chatham Kent Health Alliance  
(the "Hospital")  
-and-

OPSEU  
OFFICE AND CLERICAL UNIT  
(the "Union")

WHEREAS the Hospital and the Union are parties to a Collective Agreement the 5<sup>th</sup> day of December, 2008 (the "Collective Agreement").

AND WHEREAS the Hospital and the Union wish to set out the parameters for a Work at Home **Agreement** for the Medical **Dictatypists** in Health Records:

IN CONSIDERATION of the mutual covenants and agreements herein and subject to the terms and conditions in this agreement, the Hospital and the Union agree as follows:

### Article 1 – Work Unit and Employees Covered

1.01 This agreement shall apply to all Medical Dictatypists chosen by the Hospital.

### Article 2 – Agreed Variation from the Collective Agreement

2.01 The Union and the Hospital acknowledge that this Agreement represents a variation to some provisions of the Collective Agreement and the parties agree to waive the application of those specific provisions on a without prejudice or precedent basis.

### Article 3 – Participation

3.01 Employee participation is voluntary. An employee who participates in such an agreement will continue to be an employee of CKHA and a member of the bargaining unit.

3.02 This Letter of Understanding will in no way directly or indirectly affect the Permanent staffing levels for Medical Dictatypists currently in place in the Health Records Department.

- 3.03 The Hospital has the undisputed right to designate, increase or decrease the number of work at home opportunities. Work-at-Home opportunities shall be offered to employees in order of seniority, provided that the employee has a satisfactory work/attendance record. Notwithstanding the foregoing, work at home opportunities will only be offered to employees who have an established history of a minimum of eighty (80) to ninety (90) minutes per day. There is an expectation of a productivity improvement required for the employee to continue participating in the work at home **agreement**.
- 3.04 It is understood that the **agreement** will only be available to **all** Medical Dictatypists in the Health Records Department.

#### Article 4 – Term

- 4.01 The term of this Letter of Understanding shall be six (6) months. This Letter of Understanding may be renewed for an additional two (2) years by consent of both parties.
- 4.02 Either the Hospital or the Union may terminate this Letter of Understanding and the work-at-home program upon thirty (30) days written notice to the other party. In the event of termination of this program under this clause employees shall continue to work-at-home during the notice period and the parties shall cooperate to ensure the return of the Hospital equipment and materials to the Hospital in good condition.

#### Article 5 – Work at Home Agreements

- 5.01 Individual Employees shall be required, prior to the commencement of the arrangement, to execute a specific Work at Home agreement in the form attached hereto as Schedule "A". The Agreement shall provide the following information:
- a) The name of the employee, the work at home address and telephone number where the employee can be reached during working hours;
  - b) The assigned duties to be performed;
  - c) The hours of work;
  - d) The equipment and materials to be provided by the Hospital;
  - e) The Employee's acknowledgement that they will be bound by the provisions of this Agreement and the Hospital's Confidentiality Agreement.
  - f) The acknowledgement that they will immediately inform the appropriate Employee Health personnel and her manager of any occupational injury incurred during the course of their employment;
  - g) Acknowledgement that should an accident occur during work time, the employee remains covered under the Workplace Health, Safety and Compensation Commission Act of Ontario.

- h) The employee's agreement to allow appropriate Hospital personnel access to periodically inspect the work location and to service and remove equipment and materials as may, from time to time, be required upon twenty-four (24) hours' notice;
- i) An acknowledgment from the employee that it is their responsibility to ensure that the Work at home agreement at their particular address does not violate any municipal by-laws or regulations.
- j) An acknowledgement from the Hospital that in the event of a home fire, flood, theft, the insurance costs for all Hospital-owned equipment and materials will be covered by the Hospital
- k) An acknowledgement that the equipment and material supplied by the Hospital remains the property of the Hospital and that they will be responsible for the proper care of the equipment and material while it is in their home and that upon termination of this agreement for any reason that they will immediately co-operate with the Hospital to ensure for the immediate return of the equipment and material. The employee will expressly agree that in the event that their employment is terminated for any reason that they will co-operate fully to ensure return of the Hospital equipment and material in good condition and that any final pay of monies owing from the Hospital to the employees will be withheld pending the return of the equipment and material to the Hospital in good condition. The employees will expressly agree that this co-operation includes the right of the Hospital to come into their home to dismantle and remove any equipment or material that remains their property.
- l) An acknowledgment that all policies and procedure of CKHA remain effective and applicable. Cases involving the violation of these policies and procedures will be subject to the usual disciplinary measures;
- m) An acknowledgement by the employee that they made a commitment of at least six (6) months to participate in the program.

#### **Article 6 – Work-at-Home Location**

- 6.01 Prior to an employee commencing work at home a physical work location will be established within the employees' home and subject to an initial inspection by the Hospital's Health and Safety Committee delegate and an annual inspection thereafter, to ensure such location is suitable and ergonomically correct. If and where applicable the work-at-home location will be subject to the provisions of the OCCUPATIONAL HEALTH AND SAFETY ACT.
- 6.02 Once the physical work-at-home location has been approved the employee shall not make any changes to the location without the approval of the manager. Upon the approval of the manager any changes to either location of the work site within the employee's home or the movement of the location to another home shall be the sole responsibility of the employee. All costs associated with the change in the work-at-home location shall be the responsibility of the employee and any changes must be made in accordance with the initial work-at-home location plan.

## **Article 7 – Equipment**

- 7.01 The Hospital will provide to the employee all the necessary equipment and material that would normally be provided to the employee while working at the Hospital in the pre-approved work at home location and shall arrange for the initial set-up of such equipment and material. The equipment and material remains the property of the Hospital and the servicing and maintenance of the equipment shall be the responsibility of the Hospital. The employee is obligated to ensure that the equipment is not used in a negligent manner or in any way inconsistent with the purpose with the Agreement. All equipment and material shall be returned in good condition upon the termination of the Pilot Work-at-Home agreement.
- 7.02 It is understood and agreed that the employees shall not utilize any equipment and material supplied by the Hospital for any purpose other than to complete the work assigned by the Hospital. It is further understood and agreed that the employee will ensure that no other person has access to the use of the equipment and material supplied by the Hospital in their home. It is understood the Hospital will use remote connectivity software to do spot audits on the computer and to fix problems.

## **Article 8 –Work Assignment**

- 8.01 The employee working under a Work-at-Home agreement shall be subject to the hours of work provision of the Collective Agreement. The manager must approve any variation from the pre-approved work schedule. Vacation will be worked on a rotational basis with other employees based on the seniority in accordance with the vacation schedule circulated by the manager. The manager must approve any overtime in advance. Hours not worked due to illness must be reported to the manager in the same manner as provided in the Collective Agreement.
- 8.02 Where an employee working under a Work-at-Home agreement is unable to perform their assigned duties due to a failure of equipment said employee shall notify her manager immediately and shall be expected to attend at the Hospital and perform her work at the Hospital. The manager will assign duties to be performed and hours of work. The employee is responsible for bringing equipment to CKHA for repairs or maintenance.
- 8.03 During working hours an employee must be available to be contacted by the manager. During working hours the Union may communicate with the employee at the work-at-home location.
- 8.04 The employee must continue to check the bulletin and posting boards located at the Hospital and the Hospital has no obligation to ensure the employee has checked the boards.

- 8.05 The Hospital may require the employee to work in the Hospital from time to time.
- 8.06 It is understood and agreed that while working at home employees shall, during their working hours, devote their attention to their work. It is agreed that work-at-home is not a substitute for dependent care and employees must ensure that adequate dependent care arrangements are in place and that personal responsibilities are managed in such a way that allows the employee to successfully meet her work responsibilities.
- 8.07 Upon written request of the Union, the Hospital will provide the Union with an updated list of the names of employees working at home and a copy of the Work at-Home agreement signed by the employee. It is understood that such a request will not be made more than twice per calendar year.
- 8.08 It is understood and agreed that in the course of their work the employee shall have access to confidential information and the employees shall not disclose such information to any person not authorized by the Hospital. The employee shall not print any material from the equipment supplied by the Hospital except as required in the course of their duties.

#### **Article 9 – Termination of Work at Home Assignment**

- 9.01 An employee's participation in a work-at-home arrangement shall be terminated in the following situations:
- a) By mutual agreement of the Hospital, the union and the employee;
  - b) By the employee or the Hospital, only upon the completion of at least six (6) months participation in the program, upon thirty (30) days written notice. The employee shall be obligated to continue to perform work at home during the thirty (30) day notice period. In the event that an employee terminates their participation in the program;
  - c) By the Hospital immediately if an employee's work performance is unsatisfactory or for just cause which shall be defined as the breach of any of the provisions of this Agreement by the employee;
  - d) Immediately upon the resignation or termination of an employee's employment with the Hospital.

#### **Article 10 – Entirety**

- 10.01 It is agreed and understood that there were no representations, warranties, collateral terms or conditions affecting this agreement for which the Hospital can be held responsible in any way, other than as expressed in this agreement in writing.

Renewed this 27 day of October, 2017.

**FOR THE UNION:**

\_\_\_\_\_  
Elisabeth Bach-Hitchcock  
Heinz [unclear]  
Carol Mauer  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**FOR THE EMPLOYER:**

[unclear] [unclear]  
Smith  
[unclear]  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## LETTER OF UNDERSTANDING # 4

BETWEEN

Chatham Kent Health Alliance  
(the "Hospital")  
-and-

OPSEU  
OFFICE AND CLERICAL UNIT  
(the "Union")

Whereas the parties have discussed the impact of hours to equitable distribution of scheduled hours for part-time employees requesting vacation days off prior to the posted schedule, the parties agree to the following:

- Those part-time employees who have requested vacation days prior to the posted schedule and are granted vacation days off will have their scheduled hours in the equitable distribution of hours for the posted schedule reduced in accordance with the table below:

Number of Requested Vacation Days off	Reduction of Equitable Distribution of Scheduled Hours
10	50%
9	45%
8	40%
7	35%
6	30%
5	25%
4	20%
3	15%
2	10%
1	5%

Clarity Note... it is understood that scheduled hours would be reduced by five percent (5%) for each vacation day requested and granted prior to the posted schedule:

- That the reduction of scheduled days will be rounded to the nearest full day as follows:

Examples: 5% = .8 of a day = 1 less shift  
 5% = 1.25% of a day = 1 less shift  
 5% = 1.9% of a day = 2 less shifts

- Office and Clerical employees requesting vacation, will have the vacation hours included in total hours when deciding who to offer additional non-posted shifts in accordance with Article 22.06 (e).

Renewed this 27 day of October, 2017.

FOR THE UNION:

FOR THE EMPLOYER:

Elisabeth Bach-Hitchcock  
Maria [Signature]  
Carol Maier

[Signature]  
[Signature]  
[Signature]

## LETTER OF UNDERSTANDING # 5

BETWEEN

Chatham Kent Health Alliance  
(the "Hospital")  
-and-

OPSEU  
OFFICE AND CLERICAL UNIT  
(the "Union")

### 26.04 Extended Tours

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

### MODEL AGREEMENT WITH RESPECT TO EXTENDED TOUR ARRANGEMENTS

#### MEMORANDUM OF AGREEMENT

Between:

CHATHAM-KENT HEALTH ALLIANCE

And:

The Ontario Public Service Employees Union  
Office & Clerical Unit  
(and its Local 132)

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

#### Article 1 - Work Unit and Employees Covered

**Unit Secretary – Emergency Department - Chatham**

#### Article 2 - Hours of Work

- 2.1 The normal or standard extended work day shall be eleven and one-quarter (11.25) hours per day.
- 2.2 (Detailed description with an attached schedule where appropriate.)

2.3 Failure to provide twenty-four (24) hours between the commencement of an employee's scheduled shift and the commencement of such employee's next scheduled shift shall result in payment of one and one-half (1.5) times the employee's regular straight time hourly rate for only those hours which reduce the twenty (24) hour period. Where the twenty (24) 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.

#### 2.4 CONSECUTIVE TOURS & WEEKENDS

Employees shall not be scheduled to work more than three (3) consecutive extended tours. Premium pay will be paid for all hours worked on a fourth (4<sup>th</sup>) and subsequent extended tour worked save and except where:

- i) such tour has been worked by the employee to satisfy specific days off requested by the employee; or
- ii) such tour is worked as a result of an exchange of tours with another employee.

The Hospital shall endeavour to schedule at least one (1) weekend off in two (2).

The Hospital will schedule two (2) weekends off in four (4).

#### Article 3 - Overtime

3.01 Overtime shall be defined as being all hours worked in excess of the normal or standard extended work day, as set out in Article 2.1 of the Model Agreement or in excess of the normal or standard work week as set out in Article 22 of the collective agreement.

#### **(Applicable to Full-time Employees)**

3.02 For purposes of overtime the hours of work per week shall be averaged over **the** four (4) weeks **posted schedule**.

#### Article 4 - Rest Periods

4.01 Employees shall be entitled, subject to the exigencies of patient care, to relief periods during the shift on the basis of fifteen (15) minutes for each three and three-quarters (3.75) hours worked (forty-five (45) minutes total of unpaid rest period). The first forty-five (45) minutes of break time will be unpaid and the second forty-five (45) minutes of break time shall be paid.

#### Article 5 - Meal Periods

5.01 One forty-five (45) minute paid meal period which shall be deemed to be the same second forty-five (45) minute period as set out in 4.01.

#### Article 6 - Sick Leave and Long-Term Disability

(Applicable to Full-Time Employees Only)

6.01 The short-term sick leave plan will provide payment for the number of hours of absence according to the scheduled tour to a total of five hundred and sixty-two and one-half (562.5) hours. All other provisions of the existing plan shall apply mutatis mutandis.

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

7.01 Holiday pay will be computed on the basis of the employee's regular straight time hourly rate of pay times the number of hours for a normal or standard work day as set out in Article 22.

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 (1.5) his regular straight time rate of pay for all hours worked on such holiday, subject to Article 20.01 (f). In addition, he will receive a lieu day off with pay in the amount of his regular straight time hourly rate of pay times seven and one-half (7.5) hours, except in those hospitals which have a standard work day of less than seven and one-half (7.5) hours in which case holiday pay will be based on the standard daily hours in that hospital.

#### Article 8 - Vacation

8.01 (Applicable to full-time only)

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

8.02 (Applicable to part-time only)

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

#### Article 9 - Local Provisions

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

Term

Either party may, on written notice of forty-five (45) days to the other party, terminate this Agreement notwithstanding the above specified term.

Renewed this 27 day of October, 2017.

FOR THE UNION:

FOR THE EMPLOYER:

\_\_\_\_\_  
Elisabeth Bach-Hitchcock  
Diana [Signature]  
Carol Ymaier  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

[Signature]  
[Signature]  
[Signature]  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

LETTER OF UNDERSTANDING # 6

BETWEEN

Ontario Public Service Employees Union  
Office & Clerical Units ("Union")

And

Chatham-Kent Health Alliance ("Alliance")

The parties agree where no regular part-time employee in a particular classification is willing to perform the available work, the shift will be offered as follow to:

- 1) Regular part-time employees within that classification who are qualified to perform the work and who have indicated, in writing, and availability to work additional tours on the basis of seniority;
- 2) Regular part-time employees within the same department (not within the same classification) who are qualified to perform the work and who have indicated, in writing, and availability to work additional tours on the basis of seniority;
- 3) Casual part-time employees within that classification and department.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

Renewed this 27 day of October, 2017

FOR THE UNION:

FOR THE EMPLOYER:

\_\_\_\_\_  
*Elisabeth Bach-Hitchcock*  
*Monia Fer*  
*Carol Ymanis*  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*Janet Cobb*  
*Smith*  
*Bluesett*  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SCHEDULE "A"**

**WAGES**

This is Schedule "A" as referred to in the Collective Agreement and sets forth only the rates of pay.

**APPENDIX "A"**

GRID ONE – CLASSIFICATION						
Sr. Financial Analyst						
	DATE	START	STEP 1	STEP 2	STEP 3	STEP4
1.40%	Apr 1/15	\$29.76	\$30.34	\$30.93	\$31.52	\$32.12
1%	Apr 1/16	\$30.06	\$30.64	\$31.24	\$31.84	\$32.44
0.70%	Apr 1/17	\$30.27	\$30.85	\$31.46	\$32.06	\$32.67
0.70%	Apr 1/18	\$30.48	\$31.07	\$31.68	\$32.28	\$32.90
GRID TWO - CLASSIFICATION						
Volunteer Resource Specialist Financial Analyst (Aug 2012)						
	DATE	START	STEP 1	STEP 2	STEP 3	STEP4
1.40%	Apr 1/15	\$27.19	\$27.71	\$28.24	\$28.78	\$29.33
1%	Apr 1/16	\$27.46	\$27.99	\$28.52	\$29.07	\$29.62
0.70%	Apr 1/17	\$27.65	\$28.19	\$28.72	\$29.27	\$29.83
0.70%	Apr 1/18	\$27.85	\$28.39	\$28.92	\$29.47	\$30.04
GRID THREE – CLASSIFICATION						
Wait Time Data Coordinator						
	DATE	START	STEP 1	STEP 2	STEP 3	STEP4
1.40%	Apr 1/15	\$24.36	\$24.80	\$25.44	\$25.98	\$26.52
1%	Apr 1/16	\$24.60	\$25.05	\$25.69	\$26.24	\$26.79
0.70%	Apr 1/17	\$24.77	\$25.23	\$25.87	\$26.42	\$26.98
0.70%	Apr 1/18	\$24.94	\$25.41	\$26.05	\$26.60	\$27.17

**GRID FOUR - CLASSIFICATION**

Executive Secretary  
 Statistical Secretary MHC  
 Rights Advisor Coordinator

	DATE	START	STEP 1	STEP 2	STEP 3	STEP 4
1.40%	Apr 1/15	\$21.83	\$22.24	\$22.71	\$23.24	\$23.76
1%	Apr 1/16	\$22.05	\$22.46	\$22.94	\$23.47	\$24.00
0.70%	Apr 1/17	\$22.20	\$22.62	\$23.10	\$23.63	\$24.17
0.70%	Apr 1/18	\$22.36	\$22.78	\$23.26	\$23.80	\$24.34

**GRID FIVE - CLASSIFICATION**

Medical Dicta Typist, Secretary MHC  
 Program Assistant- Med  
 Program Assistant - Surg  
 Program Assistant ED and ED/Hospitalist  
 Occupational Health Assistant  
 Secretary HEC  
 PreAdmit Secretary  
 Mental Health Assistant  
 Support Services Assistant  
 Secretary Integrated Therapy Services  
 Crisis Service Assistant

	DATE	START	STEP 1	STEP 2	STEP 3	
1.40%	Apr 1/15	\$22.23	\$22.63	\$23.06	\$23.50	
1%	Apr 1/16	\$22.46	\$22.86	\$23.29	\$23.74	
0.70%	Apr 1/17	\$22.61	\$23.02	\$23.45	\$23.91	
0.70%	Apr 1/18	\$22.77	\$23.18	\$23.61	\$24.08	

**GRID SIX - CLASSIFICATION**

Medical Dicta Typist, Secretary MHC  
 Program Assistant-Med  
 Registration Clerk  
 Scheduling Clerk  
 Secretary  
 Dictatypist  
 ER Unit Secretary  
 Clerk Typists  
 Health Records Clerk  
 Accounts Receivable Clerk  
 Physician Billing Clerk  
 Secretary - Engineering  
 DI Clerk

	DATE	START	STEP 1	STEP 2	STEP 3	
1.40%	Apr 1/15	\$22.19	\$22.59	\$23.00	\$23.47	
1%	Apr1/16	\$22.41	\$22.82	\$23.23	\$23.70	
0.70%	Apr 1/17	\$22.57	\$22.98	\$23.39	\$23.87	
0.70%	Apr 1/18	\$22.73	\$23.14	\$23.55	\$24.04	