

# Collective Agreement

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between

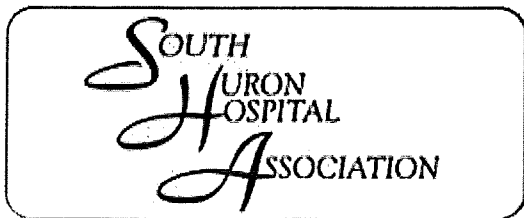
**Ontario Public Service Employees Union  
on behalf of its Local 106**

and

**South Huron Hospital Association  
Full-time and Part-time Office and Clerical**

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**DURATION: April 1, 2019 to March 31, 2023**



**Sector 11  
1-106-10391-20230331-11**



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## **ARTICLE 1 – PURPOSE**

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

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

## **ARTICLE 2 – DEFINITIONS**

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

2.02 A full-time employee is an employee who is regularly scheduled to work the normal full-time hours referred to in Article 18.

2.03 A regular part-time employee is an employee who regularly works less than the normal weekly full-time hours referred to in Article 18 and who commits to be available for work on a regular predetermined basis.

2.04 A casual part-time employee is an employee who is not regularly scheduled and who does not commit to be available for work on a regular predetermined basis.

The parties agree that casual employees may be pre-scheduled in order to maintain their skill or when regular part-time employees are not available.

It is further understood that a casual employee who has not worked or been on an approved leave of absence for a twelve (12) month period shall be deemed terminated.

2.05 A temporary employee is an employee who is filling a vacancy caused by illness, accident, vacation, pregnancy leave, parental leave, a leave of absence expected to exceed twelve (12) months, or is performing specific tasks not expected to exceed six (6) months.

### **ARTICLE 3 - SCOPE AND RECOGNITION**

3.01 The Employer recognizes the Union as the sole and exclusive bargaining agent with respect to all matters properly arising under this Agreement for all Office and Clerical employees at South Huron Hospital Association in the Municipality of South Huron, save and except Managers, those above the rank of manager, finance, privacy officer, information technology coordinator and employees covered by a subsisting collective agreement.

### **ARTICLE 4 – MANAGEMENT RIGHTS**

4.01 The Union recognizes that the management of the Hospital and the direction of the working force are fixed exclusively in the Employer and shall remain solely with the Employer except as specifically limited by the express provisions of this agreement.

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, discharge, direct, promote, demote, classify, transfer, lay off, recall and suspend or otherwise discipline employees provided that a claim of discharge or discipline 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 highest standards of service, job rating or classification, the hours of work, work assignments, methods of doing the work and the working establishment for any service;
- (d) determine the number of personnel required, the services to be performed and the methods, procedures and equipment in connection therewith;
- (e) make and enforce and alter from time to time rules and regulations to be observed by the employees, provided that such rules and regulations shall not be inconsistent with the provisions of this agreement.

### **ARTICLE 5 – NO DISCRIMINATION OR HARASSMENT**

5.01 The parties agree that a safe workplace, free of violence and harassment, is a fundamental principle of a healthy workplace. Commitment to a

healthy workplace requires a high degree of cooperation between members of the healthcare community. Employees are empowered to report incidents of disruptive behaviour or domestic violence without fear of retaliation. The parties are committed to a harassment and violence free workplace and recognize the importance of addressing discrimination and harassment issues in a timely and effective manner.

- 5.02 The Hospital and the Union agree that there will be no discrimination, interference, intimidation, restriction or coercion exercised or practiced by any of their representatives with respect to any employee because of their membership or non-membership in the Union or activity or lack of activity on behalf of the Union or by reason of exercising their rights under the Collective Agreement.
- 5.03 It is agreed that there will be no discrimination or harassment by either party or by any of the employees covered by this Agreement on the basis of race, ancestry, place of origin, creed, colour, ethnic origin, citizenship, sex, sexual orientation, marital status, age, record of offences, same-sex partnership status, family status, disability, gender identity, gender expression, all as defined in the *Ontario Human Rights Code*, any other factor which is not pertinent to the employment relationship.
- 5.04 Every employee who is covered by this agreement has a right to freedom from harassment in the workplace in accordance with the *Ontario Human Rights Code*.
- 5.05 The Hospital and the Union recognize their joint duty to appropriately accommodate employees in accordance with the provisions of the *Ontario Human Rights Code*. The parties agree that the goal is, where possible, to return the employee to full, active duty in the workplace through a safe and expedient process.

#### **ARTICLE 6 – NO STRIKE/NO LOCKOUT**

- 6.01 The Union agrees there shall be no strikes and the Hospital agrees there shall be no lockouts so long as this Agreement continues to operate. The terms "strike" and "lockout" shall bear the meaning given them in the *Ontario Labour Relations Act*.

#### **ARTICLE 7 – UNION SECURITY (Dues Deduction)**

- 7.01 The Hospital will deduct from each employee in the bargaining unit an amount equal to the regular monthly union dues designated by the Union. The amount of regular monthly dues shall be as certified to the Hospital by the Treasurer of the Union from time to time. The amounts so deducted shall be remitted by the Hospital to the Accounting Department of the Union, 100 Lesmill Road, Toronto, Ontario no later than the 15th of the

month following the month in which such deductions were made. In remitting such dues, the Hospital shall provide a list of the employees from whom deductions were made, including their job title and status (i.e. full-time, regular part-time, casual, or on leave of absence greater than thirty (30) days). A copy of this list will be forwarded to the Local Union. In consideration of the deducting and forwarding of union dues by the Hospital, the Union agrees to indemnify and save harmless the Hospital against any claims or liabilities arising or resulting from the operation of this Article.

## **ARTICLE 8 – REPRESENTATION AND COMMITTEES**

### **8.01        Union Steward**

The Hospital agrees to recognize one (1) union steward to be elected or appointed from amongst employees in the bargaining unit for the purpose of handling grievances as provided under this Collective Agreement.

The Union steward has their regular duties and responsibilities to perform for the hospital and shall not leave their regular duties without first obtaining permission from their immediate supervisor. Such permission shall not be unreasonably withheld. If, in the performance of their grievance duties, a union steward is required to enter an area within the Hospital in which the employee is not ordinarily employed, the employee shall report their presence to the supervisor in the area immediately upon entering it. When resuming their regular duties and responsibilities, such steward shall again report to their immediate supervisor. A union steward shall suffer no loss of earnings for time spent in performing the above duties during their regular scheduled working hours.

### **8.02        Labour-Management Committee**

- (a) The parties mutually agree that there are matters that would be beneficial if discussed at a Labour-Management Committee Meeting during the term of this Agreement. The Committee shall be comprised of an equal number of representatives of each party( not exceeding two (2) members for each party) as mutually agreed and shall meet at a time and place mutually satisfactory. The Committee shall meet once every three (3) months, unless agreed otherwise. The Hospital and the Union will share responsibility for calling the meeting, preparing the agenda (including requesting agenda items from the other party), and documenting the minutes to be shared with the other party. A request for a meeting hereunder will be made in writing at least fourteen (14) days prior to the date proposed and accompanied by an agenda of matters proposed to be discussed.

(b) Part-Time Utilization Information

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

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

8.03 Negotiating Committee

The Hospital agrees to recognize a negotiating committee comprised of two (2) members to be elected or appointed from the bargaining unit. Where the Hospital participates in central bargaining, the purpose of the negotiating committee shall be to negotiate local issues as defined in this Collective agreement. Where the Hospital does not participate in central bargaining, the purpose of the negotiating committee shall be to negotiate a renewal of this Collective Agreement. The Hospital agrees that the members of the negotiating committee shall suffer no loss of earnings for time spent during their regular scheduled working hours, in attending negotiating meetings with the Hospital up to, and including, conciliation.

8.04 List of Union Representatives

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

8.05 New Employee Interview

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

## ARTICLE 9 – HEALTH AND SAFETY

- 9.01 It is a mutual interest of the parties to promote health and safety in workplaces and to prevent and reduce the occurrence of workplace injuries and occupational diseases. The parties agree that health and safety is of the utmost importance and agree to promote health and safety and wellness throughout the organization. The employer shall provide orientation and training in health and safety to new and current employees and employees shall attend required health and safety training sessions.
- 9.02 Prior to effecting any changes in policies, procedures or programs pertaining to the provision of a safe and healthy workplace which affect workers covered by this Agreement, the Hospital will discuss the changes with and provide copies to the Union. Such topics may include but are not limited to; Violence in the Workplace (including Verbal Abuse), Musculoskeletal Injury Prevention, Needle Stick and other Sharps Injury Prevention, workers who regularly work alone or who are isolated in the workplace and Wellness Initiatives.
- 9.03 When faced with occupational health and safety decisions, the Hospital will not await full scientific or absolute certainty before taking reasonable action(s) that reduces risk and protects workers.
- 9.04 A worker who is required by the hospital to wear or use any protective clothing, equipment or device shall be instructed and trained in its care, use and limitations before wearing or using it for the first time and at regular intervals thereafter and the worker shall participate in such instruction and training. The hospital shall ensure that the personal protective clothing, equipment, or device it provides will be maintained in good condition.
- 9.05 The Union agrees to fully support the hospital in promoting safety rules and practices. Additionally, the Union will encourage its members in the observation of all safety rules and practices.
- 9.06 This section does not apply to a worker
- (a) when a circumstance described below is inherent in the worker's work or is a normal condition of the worker's employment; or
  - (b) when the worker's refusal to work would directly endanger the life, health or safety of another person.

A worker may refuse to work or do particular work where they have reason to believe that,

- (a) any equipment, machine, device or thing the worker is to use or operate is likely to endanger the worker or another worker,

- (b) the physical condition of the workplace or the part thereof in which the employee works or is to work is likely to endanger the employee; or
- (c) any equipment, machine, device or thing the employee is to use or operate or the physical condition of the workplace or the part thereof in which the employee works or is to work is in contravention of the *Occupational Health and Safety Act* or the regulations and such contravention is likely to endanger the employee or another worker.

9.07 Joint Health and Safety Committee

- (a) Recognizing its responsibilities under the applicable legislation, the Hospital agrees to accept as a member of its Joint Health and Safety Committee, at least one (1) representative selected or appointed by the Union from amongst bargaining unit employees.
- (b) Such Committee shall identify potential dangers and hazards, institute means of improving health and safety programmes and recommend actions to be taken to improve conditions related to safety and health.
- (c) It is understood that consultation on issues of mutual concern will occur between the Joint Health and Safety Committee and Infection Control.
- (d) Hospital agrees to co-operate in providing necessary information to enable the Committee to fulfil its functions.
- (e) Meetings shall be held every second month or more frequently at the call of a co-chair, when requested. The Committee shall maintain minutes of all meetings and make the same available for review.
- (f) Any representative appointed or selected in accordance with 7.07 (a) hereof, shall serve for a term of at least two (2) calendar years from the date of appointment. Time off for such representative(s) to attend meetings of the Joint Health and Safety committee in accordance with the foregoing, shall be granted.

A member of a committee is entitled to:

- (i) one (1) hour or such longer period of time as the committee determines is necessary to prepare for each committee meeting;
- (ii) such time as is necessary to attend meetings of the committee; and

- (iii) such time as is necessary to carry out inspections and investigations contemplated under subsection 9(26), 9(27), and 9(31) of the *Occupational Health and Safety Act R.S.O. 1990* as amended up to and including 1998.

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

- (g) The Hospital will ensure that there is one (1) OPSEU member certified, as described in the *Occupational Health and Safety Act R.S.O. 1990*, as amended up to and including 1998 among the OPSEU bargaining unit(s) at the Hospital. Such member on the committee will be selected or appointed by the Union. All issues relating to salary and costs associated with obtaining certification shall be in accordance with Article 14.06.
- (h) The parties agree that the following items are appropriate for discussion at committee meetings:
- Proposed changes to diagnostic or medical machines and equipment that will impact the health and safety of employees;
  - The nature, content and duration of health and safety training programs for employees;
  - The use of personal protective equipment by employees;

The committee may, in addition to the above, discuss other items relating to the health and safety of employees.

- (i) At committee meetings the Hospital shall provide the committee with a summary of all lost-time claims, health care claims, occupational disease claims, reports on accidents and critical or fatal injuries. In addition, all relevant government directives and orders shall be provided to the committee. The committee shall review this information and propose methods of reducing the number of injuries or accidents.
- (j) The committee shall participate in all inquiries and investigations pursuant to the *Occupational Health and Safety Act*. The co-chairs\* will determine the appropriate member or members who will participate in the investigation. If neither co-chair is available, the most appropriate committee member will be designated to participate in the investigation. In determining the appropriate member or members who will participate in the investigation, the parties recognize the interests of an OPSEU representative being involved in an investigation that involves an OPSEU bargaining unit member.

\*NOTE: If there is only one (1) co-chair available, the employee will determine who will participate in the investigation.

9.08 Hepatitis B Vaccine

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

9.09 Influenza Vaccine

The parties agree that influenza vaccinations may be beneficial for patients and employees. Upon a recommendation pertaining to a facility or a specifically designated area(s) thereof from the Medical Officer of Health or in compliance with applicable provincial legislation, the following rules will apply:

- (a) Employees shall, subject to the following, be required to be vaccinated for influenza.
- (b) If the full cost of such medication is not covered by some other source, the Hospital will pay the full or incremental cost for the vaccine and will endeavour to offer vaccinations during an employee's working hours. In addition, employees will be provided with information, including risks and side effects, regarding the vaccine.
- (c) The Hospital recognizes that employees have the right to refuse any required vaccination.
- (d) If an employee refuses to take the vaccine required under this provision, the employee may be placed on an unpaid leave of absence during any influenza outbreak in the hospital until such time as the employee is cleared to return to work. If an employee is placed on unpaid leave, the employee can use banked lieu time or vacation credits in order to keep their pay whole.
- (e) If an employee refuses to take the vaccine because it is medically contra-indicated, and where a medical certificate is provided to this effect, the employee will be reassigned during the outbreak period, unless reassignment is not possible, in which case the employee will be paid. It is agreed that any such reassignment will not adversely impact the scheduled hours of other employees.
- (f) If an employee gets sick as a result of the vaccination, and applies for WSIB, the Hospital will not oppose the claim.

- (g) Notwithstanding the above, the Hospital may offer the vaccine on a voluntary basis to an employee free of charge.
- (h) This clause shall be interpreted in a manner consistent with the *Ontario Human Rights Code*.

9.10 Pandemic Planning

In the event there are reasonable indications of the emergence of a pandemic any employee working at more than one (1) health care facility will, upon the request of the hospital, provide information of such employment to the hospital. No consequence will flow from such disclosure, other than as strictly necessary to prevent the spread of infection.

9.11 Workload

In the interest of maintaining a safe and healthy work environment for the parties, the parties agree to defer all workload complaints for discussion at the Labour Management Committee.

**ARTICLE 10 – GRIEVANCE & ARBITRATION PROCEDURE**

- 10.01 Employees shall have the right, upon request, to the presence of a Union Steward at any stage of the grievance procedure, including the complaint stage, or at any time when formal discipline is imposed. The Hospital agrees that it will not discipline an employee without just cause. Where the Hospital deems it necessary to suspend or discharge an employee, the Hospital shall notify the Union, in writing, of such suspension or discharge.
- 10.02 For the purpose of this Agreement, a grievance is defined as a difference arising between a member of the bargaining unit and the Hospital relating to the interpretation, application, administration or alleged violation of the Agreement.
- 10.03 (1) It is the mutual desire of the parties hereto that complaints shall be adjusted as quickly as possible, and it is understood that an employee has no grievance until they have first given their immediate supervisor the opportunity of adjusting their complaint. Such complaint shall be discussed with the employee's immediate supervisor within seven (7) calendar days from the event giving rise to the grievance, or from when the employee should have reasonably become aware of the event giving rise to the grievance. Failing settlement within seven (7) calendar days, it shall then be taken up as a grievance within the seven (7) calendar days following the employee's immediate supervisor's decision in the following manner and sequence:

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

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

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

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

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

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

10.04 Policy Grievance

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

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

10.05 Group Grievance

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

10.06 Discharge Grievance

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

The Hospital agrees that it will not discharge, without just cause, an employee who has completed their probationary period. A claim by an employee who has completed their probationary period that the employee has been unjustly discharged shall be treated as a grievance. Such grievance shall be submitted through the Local Union, signed by the grievor and the Local Union President, or designate, to the Director of Human Resources of the Hospital, or designate within seven (7) calendar

days after the date the discharge is affected. Such grievance may be settled by:

- (a) confirming the Hospital's action in dismissing the employee, or
- (b) reinstating the employee with or without loss of seniority and with or without full compensation for the time lost, or
- (c) any other arrangement which may be deemed just and equitable.

10.07 Failing settlement under the foregoing procedure, any grievance, including a question as to whether the grievance is arbitrable, may be submitted to arbitration as herein provided. If no written request for arbitration is received within fourteen (14) calendar days after the decision under the foregoing procedure is given, the grievance shall be deemed to have been abandoned.

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

10.09 When either party requests that any matter be submitted to arbitration as provided in this Article, it shall make such request in writing addressed to the other party to this Agreement, and at the same time appoint a nominee. Within seven (7) calendar days thereafter, the other party shall appoint its nominee, provided however, that if such party fails to appoint its nominee as herein required, the Minister of Labour for the Province of Ontario shall have the power to make such appointment upon application thereto by the party invoking the arbitration procedure. The two nominees shall attempt to agree upon a Chair of the Arbitration Board. If they are unable to agree upon such a Chair within a period of fourteen (14) calendar days, they shall then request the Minister of Labour for the Province of Ontario to appoint a Chair.

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

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

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

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

- 10.14 Each of the parties will bear the expense of its nominee, and the parties will share equally the fees and expenses of the Chair of the Arbitration Board.
- 10.15 The time limits set out in this Article are mandatory and failure to comply strictly with such time limits, except by the written agreement of the parties, shall result in the grievance being deemed to have been abandoned.
- 10.16 The parties to this agreement wish to encourage the settlement of grievances as soon as is possible and, wherever possible, without resort to arbitration. For these reasons:
- 1) The parties are encouraged to take advantage of the process for mediation/arbitration as provided for in S.50 of the *Labour Relations Act, 1995* (R.S.O. 1995 as amended) (the "Act").
  - 2) When the parties do not elect to use S.50 of the Act in the period immediately following the referral of a matter to arbitration, the parties will commence a period of review. During this time they will each seek informed opinion with respect to the matter in dispute and consider whether the issues involved are such that the assistance of a mediator, or some form of early intervention, may be helpful. It is expected that this will occur within the first sixty (60) calendar days following referral of the matter to arbitration, avoiding the delay and costs that result from this process occurring immediately prior to an established hearing date.
  - 3) By mutual agreement, the parties at the local level can create a list of arbitrators.
- 10.17 Where Arbitration Board is referred to in the Agreement, the parties may mutually agree in writing to substitute a single arbitrator for the Arbitration Board at the time of reference to arbitration and the other provisions referring to Arbitration Board shall appropriately apply.
- 10.18 Notwithstanding the time limits as set out herein, in the interest of bringing the matter to an expeditious conclusion, where the decision or response is provided in less than the number of days provided above, any subsequent response will measure from the receipt of the response.

#### **ARTICLE 11 – LETTERS OF REPRIMAND AND ACCESS TO FILES**

- 11.01 Any letter of reprimand or suspension will be removed from the record of an employee eighteen (18) months following the receipt by the employee of such letter or suspension provided that the employee's record has been discipline free for such eighteen (18) month period. Leaves of absence in excess of thirty (30) calendar days will not count towards the eighteen (18) month period.

11.02 Each employee shall have reasonable access to their file for the purposes of reviewing any evaluations, letters of counseling or formal disciplinary notations contained therein. Such review shall take place in the presence of the employer. A copy of the above documents will be provided to the employee on request. An employee is entitled to place a written response to letters of counseling in their file.

## **ARTICLE 12 – SENIORITY AND SERVICE**

### 12.01 Probationary Period

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

It is understood and agreed that any extension to the probationary period will not exceed an additional two hundred and twenty five (225) hours of work or such lesser period as may be agreed by the parties. The release of a probationary employee shall not be the subject of a grievance or arbitration.

### 12.02 Seniority List

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

Seniority lists will be updated and accessible to all staff electronically on January 15<sup>th</sup> and July 15<sup>th</sup>

(Article 12.03 (a) is applicable to part-time employees only)

### 12.03 Seniority Accumulation

- (a) (i) Part-time employees shall have their seniority expressed on the basis of number of hours worked in the bargaining unit.
- (ii) Seniority shall accrue during a pregnancy leave or parental leave. Seniority shall accumulate for a period of up to seventeen (17) weeks while an employee is on pregnancy leave. For parental leave, seniority shall accumulate for a period of up to thirty-five (35) weeks after the parental leave began, if the employee also took pregnancy leave, and thirty-

seven (37) weeks if the employee did not take pregnancy leave.

For the purposes of pregnancy leave and parental leave, seniority accrual shall be determined by multiplying the normal weekly hours times the number of weeks the employee is absent on such leave.

- (iii) Seniority for part-time employees shall accrue for absences due to a disability resulting in WSIB benefits, or illness or injury in excess of thirty (30) consecutive calendar days. The rate of accumulation will be based on the employee's normal weekly hours paid over the preceding qualifying twenty-six (26) weeks. A qualifying week is a week where the employee is not absent due to vacation, pregnancy/parental leave, WSIB, or illness or injury that exceed thirty (30) consecutive calendar days.

(Article 12.03 (b) is applicable to full-time employees only)

- (b) Full-time employees will accumulate seniority on the basis of their continuous service in the bargaining unit from the last date of hire, except as otherwise provided in the collective agreement.
- (c) In the application of seniority, no employee's seniority date may pre-date their start date.

A part-time employee cannot accrue more than 1650 hours of seniority and service in a twelve (12) month period.

#### 12.04 Transfer of Seniority

Note: There will be no retroactive monetary adjustment as a result of implementation of this clause. This means that service credits for the purposes of placement on the grid, vacation entitlement and any other service-based benefit will be adjusted, but no retroactive money, vacation days, or service-based benefit will be owing.

Seniority and service shall be retained by an employee in the event the employee is transferred from full-time to part-time or vice versa. An employee whose status is changed from full-time to part-time shall receive credit for their seniority and service on the basis of one thousand six hundred and fifty (1650) hours worked for each year of full-time seniority and service. An employee whose status is changed from part-time to full-time shall receive credit for their seniority and service on the basis of one (1) year of seniority and service for each one thousand six hundred and fifty (1650) hours worked. Any time worked in excess of an equivalent shall be pro-rated at the time of transfer.

NOTE: Article 12.05 applies to full-time employees only.

12.05 Effect of Absence

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

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

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

It is further understood that during such absence, credit for seniority shall be suspended and not accrue during the period of absence. Notwithstanding this provision, seniority shall accrue if an employee's absence is due to disability resulting in WSIB benefits or LTD benefits including the period of the disability program covered by Employment Insurance.

- (ii) Notwithstanding Article 10.05 (a) (i), seniority and service shall accumulate for a period of up to seventeen (17) weeks while an employee is on pregnancy leave. For parental leave, seniority and service shall accumulate for a period of up to thirty-five (35) weeks after the parental leave began, if the employee also took pregnancy leave, and thirty-seven (37) weeks if the employee did not take pregnancy leave.

The Hospital will continue to pay its share of the premiums of the subsidized employee benefits including pension, in which the employee is participating for a period from the commencement of the leave up to seventeen (17) weeks while an employee is on pregnancy leave and up to thirty-five (35) weeks while the employee is on parental leave (thirty-seven (37) weeks if the employee did not take pregnancy

leave), unless the employee does not intend to pay their contributions.

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

12.06 Application of Seniority on Layoff and Recall

For purposes of layoff and recall, seniority shall operate on a bargaining unit wide basis.

12.07 Layoff and Recall Rights

Seniority lists and layoff and recall rights for full-time employees shall be separate from seniority lists and layoff and recall rights for part-time employees, subject to Article 13.04 (1) (d) (e) (g).

12.08 Retention & Accumulation of Seniority on Transfer Outside Bargaining Unit

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

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

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

Notwithstanding the above, the parties recognize that there may be unique situations which arise where it may be appropriate for seniority and service to accrue for work outside the bargaining unit. Where such situations exist, the local parties have the authority to negotiate the accumulation of seniority for such periods of time. Where the local parties so agree, union dues will continue to be deducted.

12.09 Loss of Service and Seniority

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

- (a) leaves of their own accord;

- (b) is discharged and the discharge is not reversed through the grievance or arbitration procedure;
- (c) has been laid off without recall pursuant to article 11.07 for twenty-four (24) months.
- (d) is absent from scheduled work for a period of three (3) or more consecutive working days, without notifying the Hospital of such absence and providing a reason satisfactory to the Hospital;
- (e) fails to return to work (subject to the provisions of (d)) upon termination of an authorized leave of absence without satisfactory reason or utilizes a leave of absence, without permission, for purposes other than that for which the leave was granted;
- (f) fails upon being notified of a recall to signify their intention to return within five (5) calendar days after the employee has received the notice of recall mailed by registered mail to the last known address according to the records of the Hospital and fails to report to work within ten (10) calendar days after they have received the notice of recall or such further period of time as may be agreed upon by the parties.

### **ARTICLE 13 – LAYOFF AND RECALL**

NOTE: Article 11 applies to full-time and regular part-time Employees only.

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

- (a) provide the Union with no less than five (5) months notice.
- (b) commencing at the time that notice is given to the Union, and prior to the giving of written notice to the employees if possible, jointly evaluate, plan and review:
  - the reason causing the layoff
  - the service the Hospital will undertake after the layoff
  - how the Hospital intends to effect the lay-off, including areas where layoffs will occur, and which employees will be laid off
  - ways the Hospital can assist employees to find alternate employment.

- ways and means of avoiding or minimizing the impact, including:
  - identifying and reviewing possible alternatives to any action that the Hospital may propose taking;
  - identifying and reviewing ways to address on-the-job retraining needs of employees;
  - identifying vacant positions within the Hospital for which surplus members of the bargaining unit might qualify, or such positions which are currently filled but which are expected to become vacant within a twelve (12) month period.
  - identifying Contracting in opportunities
  - Mapping bumping options for affected employees, to the extent possible.

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

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

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

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

After receipt of such written notice, affected employees will have a period of up to fourteen (14) calendar days to indicate to the Hospital their choice of options as outlined below. Where requested, the employee will have the opportunity to meet with the hospital, and be provided with union representation to discuss the options. The Hospital agrees to meet with the affected employee(s) within seven (7) calendar days after it has received written notification of the employee's choice of entitlement, in order to verify their choice or to discuss alternatives.

An employee who has the right to displace another employee shall have the right to the same training period as would typically be accorded to a new employee. Such training period may commence prior to the anticipated layoff.

13.04

- (1) An employee who is subject to permanent or long-term layoff shall have the following entitlements:
  - (a) accept the layoff and be placed on a recall list for twenty-four (24) months from the date the actual layoff begins; or
  - (b) accept the layoff, and thereafter, at the Employer's option, receive pay in-lieu of notice and not be required to report for work during the notice period. It is agreed and understood that during the period of notice the employee's wages and benefits will be maintained as if they were at work, and that their layoff will be deemed to have commenced at the end of the notice period.
  - (c) the employee may displace an employee who has lesser bargaining unit seniority and who is the least senior employee within their classification, identical paying classification, or lower paying classification in their discipline or department, if the employee originally subject to layoff can perform the duties of the least senior employee within their classification, identical paying classification, or lower paying classification in their discipline or department.
  - (d) An employee who has the right to displace another employee shall have the right to the same training period as would typically be accorded to a new employee. Such training period may commence prior to the anticipated layoff.
  - (e) If the full-time employee cannot displace a full-time employee in (c), the employee may displace a part-time employee who has lesser bargaining unit seniority and who is the least senior employee in their classification, identical paying classification, or lower paying classification in their discipline or department, if the employee originally subject to layoff can perform the duties of the least senior employee in their classification, identical paying classification, or lower paying classification.
  - (f) If the part-time employee cannot displace a part-time employee in (c), the employee may displace a full-time employee who has lesser bargaining unit seniority and who is the least senior employee in their classification, identical paying classification, or lower paying classification in their discipline or department, if the employee originally subject to

layoff can perform the duties of the least senior employee in their classification, identical paying classification, or lower paying classification.

- 13.04 (2) An employee who is subject to layoff for a period not greater than thirteen (13) weeks shall have the following entitlements:
- (a) accept the layoff and be placed on a recall list for twenty-four (24) months. During this period of layoff the employee may elect to receive payment of some or all of their earned vacation credits up to a maximum of the period of the layoff. It is understood that their vacation bank and entitlement will be appropriately reduced for that vacation year; or
  - (b) displace an employee within their classification who has lesser bargaining unit seniority and who is the least senior employee within their classification, if the employee originally subject to layoff can perform the duties of the least senior in their classification.
  - (c) An employee who has the right to displace another employee shall have the right to the same training period as would typically be accorded to a new employee. Such training period may commence prior to the anticipated layoff.
  - (d) If the employee cannot displace an employee in (b), the employee may displace an employee who has lesser bargaining unit seniority and who is the least senior employee in a lower or identical paying classification in their discipline, if the employee originally subject to layoff can perform the duties of the least senior employee in a lower or identical paying classification.

13.05 Where an employee has their shift cancelled, the employee shall not be entitled to displace another employee.

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

13.07 An employee shall have opportunity of recall from a layoff to an available opening in their former classification, or an equal or lower paying classification than the one from which the employee was originally laid off, in order of seniority, provided they have the qualifications and ability to perform the work, before such opening is filled on a regular basis under a job posting procedure. The posting procedure in the collective agreement shall not apply until the recall process has been completed. An employee

who is recalled shall be credited with the seniority they had at the time of the layoff.

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

No new employees shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so, in accordance with the loss of seniority provision, or have been found unable to perform the work available.

- (b) (i) In addition to Article 13.08(a) a full-time employee who has displaced a part-time employee shall be entitled to return to the position they held prior to the layoff should it become vacant within twenty-four (24) months of the layoff, provided that the employee remains qualified and able to perform the duties of their former position.

- 13.09 The Hospital shall notify the employee of recall opportunity by registered mail, addressed to the last address on record with the Hospital (which notification shall be deemed to be received on the fifth day following the date of mailing). The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work. The employee is solely responsible for their proper address being on record with the Hospital.

- 13.10 Where there is an available opening which has not been filled in accordance with Article 13.07, an employee who has either accepted a layoff or is under notice of layoff and is unable to displace any other employee will be given an opportunity for on-the-job retraining of up to six (6) months, subject to the staffing requirements of the hospital, if, with the benefit of such retraining, the employee could reasonably be expected to obtain the qualifications and ability to perform the work. Such opportunities will be provided in order of seniority. During the period of on-the-job retraining the recall period will continue to apply from the original date of layoff. If, following the period of on-the-job retraining the employee has not obtained the qualifications and ability to perform the work, the employee will be returned to the recall list or will be terminated in accordance with Article 12.09(c).

- 13.11 In the event that an employee who has been laid off and is placed on a recall list is assigned, by the Hospital, ad hoc shifts or to a temporary vacancy, they will retain, but not accumulate their seniority and service held at the time of layoff. Employees in such assignments will be treated as part-time. Where an employee is recalled pursuant to Article 13.07,

they will receive credit for service and seniority for shifts worked under this provision. Any assignments under this provision will be offered on a voluntary basis.

- 13.12
- (a) Before issuing notice of long term layoff pursuant to Article 13.03, and following notice pursuant to Article 13.01 (a), the Hospital will make offers of early retirement allowance in accordance with the following conditions:
    - (i) The Hospital will first make offers in order of seniority in the classifications where layoffs would otherwise occur. The Hospital will offer the same number of early retirements as the number of layoffs it would otherwise make.
    - (ii) The Hospital will make offers to employees eligible for early retirement under the Hospital pension plan (including regular part-time, if applicable, whether or not they participate in the hospital pension plan).
    - (iii) If no employees on the unit affected accept the offer, the Hospital will then extend the offer to other employees in the same classification as that being affected in the bargaining unit in order of seniority.
    - (iv) The number of early retirements the Hospital approves will not exceed the number of employees in that classification who would otherwise be laid off.
    - (v) An employee who elects an early retirement option shall receive, following completion of the last day of work, a retirement allowance of two (2) weeks' salary for each year of service, to a maximum ceiling of fifty-two (52) weeks' salary.\*
  - (b) Where an employee has received individual notice of long term layoff under Article 13.03 such employee may resign and receive a separation allowance as follows:
    - (i) Where an employee resigns effective within thirty (30) days after receiving individual notice of long term layoff, they shall be entitled to a separation allowance of two (2) weeks' salary for each year of continuous service to a maximum of sixteen (16) weeks' pay, and, on production of receipts from an approved educational program, within twelve (12) months of resignation will be reimbursed for tuition fees up to a maximum of three thousand (\$3,000.00) dollars.\*
    - (ii) Where an employee resigns effective later than thirty (30) days after receiving individual notice of long term layoff, they

shall be entitled to a separation allowance of four (4) weeks' salary, and, on production of receipts from an approved educational program, within twelve (12) months of resignation will be reimbursed for tuition fees up to a maximum of one thousand two hundred and fifty (\$1,250.00) dollars.\*

\* The following will apply when calculating early retirement, voluntary exit and separation allowance for part-time employees:

Service =	One year of service for each 1650 hours worked
Weekly Salary =	The employee's regular hourly rate on their last day times their normal weekly hours.
Normal Weekly Hours =	Average hours worked over the preceding 26 weeks

#### **ARTICLE 14 – TECHNOLOGICAL CHANGE**

NOTE: Article 14 applies to full-time and regular part-time employees only. It does not apply to casual part-time employees.

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

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

Employees with one (1) or more years of continuous service who are subject to layoff under conditions referred to above, will be given notice of the impending change in employment status at the earliest reasonable time in keeping with the notification to the Union as set forth above and the requirements of the applicable legislation.

14.02 Where new or greater skills are required than are already possessed by affected employees under the present methods of operation, such employees shall be given a period of training, with due consideration being given to the employee's previous educational background, during which they may perfect or acquire the skills necessitated by the newer method of operation. The employer will assume the cost of tuition and travel. There shall be no reduction in wage or salary rates during the training period of

any such employee. Training shall be given during the hours of work whenever possible and may extend for up to six (6) months.

## **ARTICLE 15 – JOB POSTING, PROMOTION AND TRANSFER**

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

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

- (a) illness;
- (b) accident;
- (c) pregnancy and parental leaves of absence;
- (d) leave of absence not expected to exceed twelve (12) months;
- (e) vacation;
- (f) specific tasks not expected to exceed six (6) months;
- (g) where temporary vacancies occur as a result of special one-time funding, the parties may agree to extend the timeline.

In filling such temporary vacancies, the Hospital shall consider employees who have expressed an interest, in writing, in filling such vacancies, on the basis of the selection criteria as set out in Article 15.06.

Employees in bargaining units at the Hospital represented by OPSEU selected to fill such temporary vacancies agree not to apply for other temporary positions while filling the temporary vacancy, unless the start of the new assignment is after the expiration of the existing assignment. Where regular or casual part-time workers fill temporary full-time vacancies, such workers shall maintain their regular or casual part-time status, and shall be covered by the part-time terms of the collective agreement. Upon completion of the temporary vacancy, the bargaining unit employee will be returned to their former position. Such employees shall continue to accrue seniority while filling a temporary vacancy.

Employees newly hired to fill such temporary vacancy will not accrue seniority during the filling of such vacancy. For clarity, Article 10.01 (probationary period) does not apply to this group of employees during the period of the temporary assignment. 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.

- 15.02 Notices of vacancies referred to in 15.01 shall include, for informational purposes: department, classification, qualifications.
- 15.03 A copy of the posted notice will be sent to the local President or their designate, within the aforementioned seven (7) calendar days.
- 15.04 The name of the successful applicant will be posted and a copy sent to the local President or their designate.
- 15.05 The Hospital agrees to discuss with unsuccessful applicants ways in which they can improve for future postings, if requested.
- 15.06 In filling posted vacancies the selection shall be made based on skill, ability, experience, and relevant qualifications of the applicants. Where these factors are relatively equal, bargaining unit seniority shall be the governing factor.
- 15.07 In matters of promotion and staff transfer, a successful bargaining unit applicant shall be allowed a trial period of up to sixty (60) days (450 hours for employees whose regular hours of work are other than the standard work day) worked during which the Hospital will determine if the employee can satisfactorily perform the job. Within this period the employee may voluntarily return, or be returned by the Hospital, to the position formerly occupied, without loss of seniority. Should the employee return or be returned to their former job, the filling of subsequent vacancies will be reversed.
- 15.08 An employee who is promoted to a higher rated classification within the bargaining unit will be placed in the range of the higher rated classification so that they shall receive no less an increase in wage rate than the equivalent of one step in the wage rate of their previous classification (provided that the employee does not exceed the wage rate of the classification to which they have been promoted).
- The employee's anniversary date shall be adjusted.
- 15.09 An employee selected as a result of a posted vacancy need not be considered for a further vacancy for a period of up to six (6) months from their date of selection.
- 15.10 From time to time the job duties or scope of a bargaining unit position(s) may change in such a way as to represent a developmental opportunity, a specialization, or a broadening of duties for a limited number of employees within a department (or appropriate work unit), without increasing the complement of employees in the department.

When this occurs, the Hospital shall post this opportunity in the form of an information notice in the relevant department(s) for a period of at least seven (7) calendar days. A copy of the posted notice will be sent to the

Local President or designate within the aforementioned seven (7) calendar days. Employees wishing consideration for these opportunities must express their interest, in writing, within the seven (7) day period referenced herein.

The Hospital shall consider employees for these opportunities on the basis of skill, ability, relevant qualifications and seniority. Notwithstanding the above, in order to address operational requirements and efficiencies and to distribute the opportunities amongst eligible employees, the final decision for selection will be at the discretion of the Hospital.

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

- 15.11 Future job postings will be in accordance with the Collective Agreement and posted electronically. All members of the bargaining unit will be eligible for consideration for job postings.
- 15.12 For the purpose of temporary vacancies, an employee may make a written request for transfer by completing a Request for Transfer form indicating their name, qualifications, experience, present area of assignment, current status and requested area of assignment, and forwarding to Human Resources. A Request for Transfer shall become active as of the date it is received in Human Resources and shall remain so until December 31<sup>st</sup> following. Such requests will be considered as applications for posted vacancies, or non-posted temporary vacancies and subsequent vacancies created by the filling of a posted vacancy.

## **ARTICLE 16 – LEAVES OF ABSENCE**

NOTE: The provisions of Article 16, Leaves of Absence, apply to full-time and regular part-time employees but do not apply to casual part-time employees.

### 16.01 Personal Leave

- (a) Written requests for a personal leave of absence without pay will be considered on an individual basis by the employee's Manager or designate. Such requests are to be submitted as far in advance as possible and a written reply will be given. Such leave shall not be unreasonably withheld.
- (b) Employees are entitled to unpaid Personal Emergency Leave or Family Medical Leave in accordance with the provisions of the *Employment Standards Act* as amended from time to time. In doing so, the employee must provide their immediate supervisor with the reason and duration of the time being requested under such

provision. For additional information, employees may contact the Human Resources Department and/or Union Representative.

16.02 Union Business Leave

(a) Local Union Business Leave

The Hospital may grant leaves of absence without pay to local bargaining unit members for the purpose of attending Union seminars and/or attending to Union business. The above leaves will not be unreasonably denied. The cumulative total shall not exceed ten (10) days per year.

(b) Union Position Leave – Full-Time

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

(c) Where an individual of the bargaining unit represented by OPSEU is elected or appointed as an Executive Board Member, Executive Officer, member of a Division Executive or as a Membership Development Trainee, such individual shall be granted leave of absence for the time off required to exercise the duties of such appointment. The notice requirements to obtain such time off shall be governed in accordance with the leave of absence policy and procedure of the Hospital. Such positions shall be limited to two (2) members from a Hospital with no more than one (1) individual from within a section/division within a Department.

(d) For leaves of absence without pay for Union business under the terms of this Agreement, the employee's salary and applicable benefits will be maintained by the Hospital and the Union will reimburse the Hospital for the cost of salary and benefits. The Hospital will bill the Union within a reasonable period of time and the Union will reimburse the Hospital within a reasonable period of time. A copy of the bill will be forwarded to the Local at the same time it is sent to the Union. In addition, there shall be no loss of seniority during such leaves of absence.

16.03 Bereavement Leave

Any employee who notifies the Hospital as soon as possible following a bereavement will be granted bereavement leave for up to four (4) consecutive scheduled working days off without loss of regular pay from regularly scheduled hours within the nine (9) calendar day period

commencing four (4) calendar days prior to the day of the funeral for a parent, spouse, child or spouse's child. "Spouse" for the purposes of bereavement leave will include a partner of the same sex.

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

Immediate family, for the purposes of this Section, shall mean sister, brother, mother-in-law, father-in-law, grandparent, grandchild, brother-in-law, sister-in-law and grandparent of spouse.

An employee shall be granted one (1) day bereavement leave without loss of regular earnings to attend the funeral, of, or a memorial service (or equivalent) for their aunt, uncle, niece or nephew.

If a burial or memorial service is not held within the seven (7) or nine (9) calendar day period referenced above, 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 such burial or memorial service.

A part-time employee shall receive credit for their seniority and service for such leave. For clarity, such credit shall only apply to bereavement leave with pay.

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

#### 16.04 Jury and Witness Duty

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

- (a) informs the Employer immediately upon being notified that the employee will be required to attend court or the coroner's inquest;
- (b) presents proof of service requiring the employee's attendance; and

- (c) promptly repays the Employer the amount (other than expenses) paid to the employee for such service as a juror or for attendance as such witness.

(Applicable to full-time employees)

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

(Applicable to part-time employees)

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

16.05

(a) Pregnancy Leave

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

(Article 16.05 (a) (ii) is applicable to full-time employees and regular part-time employees only)

- (ii) Effective on confirmation by the Employment Insurance Commission of the appropriateness of the Hospital's Supplemental Unemployment Benefit (SUB) plan, and retroactive to date of confirmation by the Employment Insurance Commission, an employee who is on pregnancy leave as provided under this agreement and who is in receipt of Employment Insurance pregnancy benefits pursuant to Section 22 of the *Employment Insurance Act, 1996*, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between eighty four percent (84%) of their regular weekly earnings and the sum of their weekly Employment Insurance pregnancy benefits during their leave and any other earnings. Such payment shall commence following completion of the Employment Insurance waiting period, and receipt by the Hospital of the employee's Employment Insurance cheque stub as proof that they are 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 for a pregnancy leave. The employee's regular weekly earnings shall be determined by multiplying their regular hourly rate on their last day worked prior to the commencement of the leave times their normal weekly hours.

This provision only applies to employees with at least thirteen (13) weeks of continuous service at the hospital prior to the commencement of the pregnancy leave.

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

(iii) Transfer of Pregnant Employees

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

- (iv) The employer shall continue to pay the percentage in lieu of benefits for part-time employees based on the employee's normal weekly hours for the full duration (to a maximum of seventeen (17) weeks) of the Pregnancy Leave.

(b) Parental Leave

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

(Article 16.05 (b) (ii) is applicable to full-time employees and regular part-time employees only)

- (ii) Effective on confirmation by the Employment Insurance Commission of the appropriateness of the Hospital's Supplemental Unemployment Benefit (SUB) plan, and retroactive to date of confirmation by the Employment Insurance Commission, an employee who is on parental leave as provided under this agreement and who is in receipt of Employment Insurance parental benefits pursuant to

Section 23 of the *Employment Insurance Act, 1996*, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between eighty four percent (84%) of their regular weekly earnings and the sum of their weekly Employment Insurance parental benefits during their leave and any other earnings. Such payment shall commence following completion of the Employment Insurance waiting period, and receipt by the Hospital of the employee's Employment Insurance cheque stub as proof that they are in receipt of Employment Insurance parental benefits, and shall continue while the employee is in receipt of such benefits, for a maximum period of ten (10) weeks for a parental leave. The employee's regular weekly earnings shall be determined by multiplying their regular hourly rate on their last day worked prior to the commencement of the parental leave times their normal weekly hours.

This provision only applies to employees with at least thirteen (13) weeks of continuous service at the hospital prior to the commencement of the parental leave.

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

- (iii) (Applicable to full-time employees only)  
Where an employee has become a natural father or has qualified to adopt a child, such employee may be entitled to extend the parental leave up to an aggregate of six (6) months without pay. Such employee shall advise the Hospital as far in advance as possible of their qualifying to adopt, and shall request the leave of absence in writing upon receipt of confirmation of the pending adoption. Such request for an extension of the parental leave shall not be unreasonably withheld.

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

(Applicable to part-time employees only)

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

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

- (vi) The employer shall continue to pay the percentage in lieu of benefits in lieu of benefits for part-time employees based on the employee's normal weekly hours for a period of up to ten (10) weeks while the employee is on parental leave.

#### 16.06 Education Leave

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

#### 16.07 Military Leave

An employee may be granted unpaid leave without loss of service or seniority for the purpose of fulfilling their minimum training requirements to maintain their status in the Canadian Reserve Force. Such leave shall not exceed two (2) weeks per calendar year. Requests must be made in writing and will be considered on an individual basis by the Employee's Department Head or designate. Such requests are to be submitted as far in advance as possible.

Any requests for military leaves exceeding two (2) weeks may be considered on an individual basis and if approved, service and seniority will continue to accrue for the duration of the leave.

## ARTICLE 17 – SICK LEAVE AND LONG-TERM DISABILITY

NOTE: Articles 17.01 – 17.05 apply to full-time employees only.

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

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

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

17.03 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>).

17.04 (a) 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.

(b) If a claim for long-term disability is denied, the employee must fully comply with the carrier's Medical Appeal Process prior to filing a grievance, provided that the Process is completed within sixty (60) days of its inception, unless that time is extended by mutual agreement of the Hospital and OPSEU.

17.05 An employee who is absent from work as a result of an illness or injury sustained at work and who has been awaiting approval of a claim for Worker's Compensation for a period longer than one (1) complete shift may apply to the Hospital for payment equivalent to the lesser of the benefit the employee would receive from Workers' Compensation if the employee's claim was approved, or the benefit to which the employee would be entitled under the short term sick portion of the disability income plan (HOODIP or equivalent plan). Payment will be provided only if the employee provides evidence of disability satisfactory to the Hospital and a written undertaking satisfactory to the Hospital that any payments will be refunded to the Hospital following final determination of the claim by The Workers' Compensation Board. If the claim for Workers' Compensation is not approved, the monies paid as an advance will be applied towards the benefits to which the employee would be entitled under the short term portion of the disability income plan. Any payment under this provision will continue for a maximum of fifteen (15) weeks.

- 17.06 The Hospital shall pay for such medical certificate(s) as it may require from time-to-time to certify an employee's illness or ability to return to work.
- 17.07 (a) Where the illness or accident takes place at times other than the employee's normal working hours, they will notify their immediate Supervisor on duty as soon as possible and in any case not later than the time at which they would normally be required to report for duty.
- (b) An employee taking ill or suffering an accident during working hours will notify their immediate Supervisor on duty before they leave their duties.
- 17.08 In cases of extended illnesses, or leaves of absence of definite duration, a minimum of one (1) weeks notice must be given regarding their intention to return to duty.

## **ARTICLE 18 – HOURS OF WORK & OVERTIME**

### 18.01 Work Week and Work Day

- (a) (Applicable to full-time employees only)  
The normal or standard work week shall be thirty-seven and one half (37.5) hours per week averaged over a two (2) week pay period , with a normal or standard work day of seven and one-half (7½) hours.
- (b) (Applicable to part-time employees only)  
The normal or standard work day shall be seven and one-half (7½) hours per day or such lesser number of hours in a day as currently being practiced, namely:  
Four (4) hours per day-Walk in Clinic  
Five (5) hours per day-Health Records  
Six and one-half (6.5) hours-Patient Registration
- (c) Where the Hospital and the Union agree, subject to the approval of the Ministry of Labour, other arrangements regarding hours of work may be entered into between parties with respect to shifts beyond the normal or standard work day in the form of a compressed work week agreement.

### 18.02 Rest Periods

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

- (b) (applicable to part-time employees only)  
Employees shall be entitled, subject to the exigencies of patient care, to relief periods during the shift on the basis of fifteen (15) minutes for each 3.75 hours worked.

18.03 Overtime Definition

Overtime shall be defined as being all hours worked in excess of seven and one half (7.5) in a day or seventy-five (75) hours in a bi-weekly pay period.

NOTE: Article 18.04 is applicable to full-time employees only.

18.04 Overtime Accumulation

Where an employee has worked and accumulated approved overtime hours (other than overtime hours related to paid holidays) then such employee shall have the option of electing payment at the applicable overtime rate or time off equivalent to the applicable overtime rate (i.e. where applicable rate is one and one-half (1½) times, then time off shall be at one and one-half (1½) times). Where an employee chooses the latter option, such time off must be taken within thirty (30) days of the overtime being worked or payment in accordance with the former option shall be made. Further, such time off must be taken at a time mutually agreeable to the Hospital and employee.

18.05 Missed Meal Breaks

(Applicable to full-time only)

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

(Applicable to part-time only)

If an employee is authorized to work, during the lunch break, due to the requirements of patient care, they will be paid their regular straight time hourly rate for all hours worked. Notwithstanding this provision, the employee will be paid time and one-half (1.5) their regular straight time hourly rate for all time worked in excess of seven and one half (7.5) hours worked in a day.

18.06 Scheduling

Schedules will be posted a minimum of two (2) weeks prior to the commencement of a minimum four (4) week schedule. When changes are made the employee will be notified.

Full-time employees who work scheduled shifts on Saturday or Sunday shall be granted time off within the week immediately preceding or following the weekend work.

#### Regular Part-time

(Prior to the posting of the schedule)

All Regular part-time hours will be distributed based on qualifications, skill set, seniority, and availability, to a maximum of forty-five (45) hours in a pay period.

(After the posting of the schedule)

Additional shifts that become available following the posting of the schedule shall first be offered to regular part-time employees who have been scheduled for less than forty-five (45) hours bi-weekly in order to bring them to the forty-five (45) hours level. All such offers will be made in order of seniority. In cases where all Regular Part-time employees have forty-five (45) scheduled hours in a pay period, and additional hours are available or become available, these shifts will be offered first to casual staff where a competency shift has not been provided in the month, then in order of seniority to all regular part-time employees who have not reached the seventy-five hours bi-weekly pay period. Overtime shifts will first be offered to full-time employees before part-time employees.

### **ARTICLE 19 – PREMIUM PAYMENTS & TRANSPORTATION/MEAL ALLOWANCE**

#### 19.01 Evening and Weekend Premiums

- (a) An employee shall be paid a shift premium of one dollar and sixty-three cents (\$1.63) per hour for each hour worked beyond 15:00 hours.
- (b) An employee shall be paid a weekend premium of two dollars (\$2.00) per hour for each hour worked on a weekend or part thereof. Weekend hours are defined as the forty-eight (48) hour period between Friday 24:00 hours thru Sunday 23:59 hours.

Neither shift nor weekend premium will form part of the employee's straight time hourly rate.

19.02 The Hospital will endeavour to provide at least two weekend(s) off in four. If an employee is required to work a third consecutive weekend, the employee will be paid at the overtime rate for all hours worked on a third consecutive weekend, or part thereof, and any subsequent weekend until a weekend is scheduled off, save and except where:

- (a) such weekend has been worked by an employee to satisfy specific days off requested by such employee, or

- (b) such employee has requested weekend work, or
- (c) such weekend is worked as a result of an exchange of shifts with another employee, or
- (d) any other reason as negotiated by the parties.

19.03 Transportation Allowance

When an employee is required to travel for any reason as a requirement of employment the Hospital will pay transportation costs either by taxi or by their own vehicle at the current Hospital mileage rate.

19.05 Time Off Between Shifts

Failure to provide the minimum number of 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 (1½) times the employee's regular straight time hourly rate for only those hours which reduce the minimum hour period.

There will be not less than a period of eleven (11) consecutive hours scheduled off between shifts unless mutually agreed upon.

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

(applicable to regular part-time employees only)

Where a regular part-time employee's scheduled shift is cancelled by the Hospital with less than twenty-four (24) hours' notice, they shall receive time and one-half (1½) of their regular straight time hourly rate for all hours worked on their next shift.

19.07 Change of Schedule

(applicable to full-time employees only)

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

19.08 No Pyramiding

Premium payment (including both overtime and holiday premium payment) shall be calculated and paid under one (1) provision of this Agreement only, even though hours worked may be premium payment hours under more than one (1) provision. In such circumstances the highest premium will be applied. The provision of this clause will not negate any entitlement to shift premium or weekend premium.

**ARTICLE 20 – DESIGNATED HOLIDAYS**

20.00 The following twelve (12) days shall be recognized as designated holidays:

New Year’s Day	Civic Holiday
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day (July 1)	Boxing Day.

20.01 (applies to full-time employees)  
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 Hospital or the employee was absent due to:

- A legitimate illness or accident which commenced within a month of the date of the holiday
- Vacation granted by the Hospital
- The employee’s regular scheduled day off
- A paid leave of absence provided the employee is not otherwise compensated for the holiday

20.02 (a) (Applicable to full-time employees only)  
An employee required to work on any of the designated holidays listed in Article 20.00 shall be paid at the rate of time and one-half (1½) their regular straight time rate of pay for all hours worked on such holiday, subject to Article 20.03. In addition, they will receive a lieu day off with pay in the amount of their regular straight time hourly rate of pay times seven and one-half (7½) hours.

Lieu days shall be taken at a mutually agreed time between the hospital and the employee within thirty (30) 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.

(b) (Applicable to part-time employees only)  
An employee required to work on any of the designated holidays listed in Article 20.00 shall be paid at the rate of time and one-half (1½) their regular straight time rate of pay for all hours worked on such holiday.

20.03 Where the employee is required to work on a paid holiday for which they are paid at the rate of time and one-half (1½) their regular straight time hourly rate and is required to work additional hours following the full shift on that day (but not including hours on a subsequent regularly scheduled

tour for such employee) they shall receive two (2) times their regular straight time hourly rate for such additional hours worked.

20.04 (Applicable to full-time employees only)  
An employee who qualifies to receive pay for any holiday will not be entitled, in the event of illness, to receive sick pay in addition to holiday pay in respect of the same day.

## **ARTICLE 21 – VACATIONS**

21.01 (a) The date of determining vacation entitlement shall be the employee's anniversary date. For clarity, upon completion of the anniversary date and entitlement to a higher level of vacation entitlement, the employee will commence accumulation of vacation entitlement (time and pay) at the higher rate.

For scheduling purposes, the vacation year will be from April 1st to March 31st of the following year. Vacation is to be used in the year it is accrued. Where an employee has unused vacation hours/pay at the end of the year, these unused vacation hours/pay shall be paid out at the employee's straight-time hourly rate, notwithstanding approval of a request to carry over. Such payouts shall be issued in the first pay after March 31<sup>st</sup>. A week will be defined as a seven (7) consecutive day period.

Full-time Entitlement shall be as follows:

Years of Continuous Service	Vacation Entitlement	Percentage
Less than 2	0.833 days per month	4%
2	1.25 days per month	6%
5	1.67 days per month	8%
13	2.08 days per month	10%
22	2.5 days per month	12%
28	2.9 days per month	14%

Where an employee's scheduled vacation is interrupted by serious illness that requires hospitalization, the period of such illness shall be considered sick leave. The portion of the employee's vacation which is deemed to be sick leave under the above provisions will not be counted against the employee's vacation credits.

Employees will not be allowed to cancel their approved vacation or lieu time off after the schedule has been posted. The Hospital and the Union will discuss any exceptional circumstances that may arise.

- (b) All part-time employees shall be entitled to vacation pay based on the applicable percentage provided below of their gross salary for work performed:

Part-time Entitlement shall be as follows:

Hours of Continuous Service	Vacation Pay
Less than 3,300	4%
3,300	6%
8,250	8%
21,450	10%
36,300	12%
46,200	14%

Part-time employees have the option of requesting all or part of the equivalent unpaid vacation time off in calendar weeks or in individual days off. There will be no carry-over of unpaid vacation time.

- (c) Vacations will be scheduled at times mutually convenient to the Hospital and the employee. All vacation requests should be submitted by March 31<sup>st</sup>. Vacation requests will be granted based on seniority. Vacation approvals will be confirmed in writing no later than fifteen (15) business days from April 1<sup>st</sup>. Any additional vacation requests will be granted on a first come first served basis.

Notwithstanding the above, extended vacation requests in rare and exceptional circumstances will be at the discretion of the employer and will not be unreasonably denied.

Where an employee has not requested a vacation period in writing by October 1<sup>st</sup>, the Manager and employee shall meet to discuss such vacation. The employee may request to carry over up to ten (10) days of their annual vacation entitlements. Such permission shall not be unreasonably denied for special circumstances.

- (d) A full-time employee who is on an approved unpaid leave of absence in excess of thirty (30) continuous calendar days will receive vacation pay based on a percentage of their gross salary for hours worked as specified in the chart in Article 21.01 (a).
- (e) All vacation request and shift exchanges shall be done electronically through e-mail.

## ARTICLE 22 – HEALTH AND WELFARE BENEFITS

NOTE: The provisions of Articles 22.01 to 22.03 with respect to Health and Welfare Benefits apply to full-time employees only.

22.01 The Hospital agrees to contribute towards the premium coverage of participating eligible employees in the active employ of the Hospital under the insurance plans as set out in Article 22.01 subject to their respective terms and conditions including any enrolment requirements. For newly hired employees, coverage as set out in Article 22.01 shall be effective the first billing date in the month following the month in which the employee was first employed subject to any enrolment or other requirements of the Plan. In no instance shall the first billing date for an employee occur later than the first day of the fourth full month following the month in which the newly-hired employee was first employed:

(a) Semi-Private Hospital Insurance

The Hospital agrees to pay one hundred percent (100%) of the billed premiums towards coverage of eligible employees in the active employ of the Hospital under the Liberty Health Plan or comparable coverage with another carrier.

(b) Extended Health Care

The Hospital shall contribute on behalf of each eligible employee seventy-five percent (75%) of the billed premium under the Extended Health Care Plan (Liberty Health twenty two dollar and fifty cents (\$22.50) (single) and thirty five dollars (\$35.00) (family) deductible plan including hearing aids with a maximum of the cost of acquisition once in every thirty-six (36) months per person and vision care with a maximum of three hundred dollars (\$300.00) every twenty-four (24) months per person, or its equivalent) provided the balance of the monthly premium is paid by employees through payroll deduction.

The Extended Health Care Plan shall provide for chiropractic, massage therapy and physiotherapy to a maximum of three hundred dollars (\$300.00) per insured person annually for each service.

The Extended Health Care Plan shall be amended to provide for one (1) optometry exam every twenty-four (24) months (up to a one hundred dollars (\$100) maximum).

The Extended Health Care Plan shall be amended to provide for the option to use the three hundred dollars (\$300) vision care toward the cost of laser surgery.

The Extended Health Care Plan shall be amended to provide for a prescription drug dispensing fee cap of nine dollars (\$9) per prescription.

The Extended Health Care Plan shall be amended to provide for mandatory generic drug substitution.

(c) Dental

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

Orthodontic coverage will be included for participating employees on a fifty/fifty (50/50) co-insurance basis, with a lifetime maximum of one thousand five hundred dollars (\$1,500) per insured person.

The Dental coverage will include complete and partial dentures at fifty/fifty (50/50) co-insurance to one thousand dollars (\$1,000) maximum per person annually, and crowns, bridge work and repairs at fifty/fifty (50/50) co-insurance to one thousand five hundred dollars (\$1,500) maximum per person annually.

(d) Group Life Insurance

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

(e) Same Sex Partner Coverage

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

22.02 Change of Carrier

It is understood that the Employer may at any time substitute another carrier for any Plan (other than OHIP) provided the benefits are equivalent and are neither reduced or increased. The Employer shall provide to the

Union full specifications of the benefit programs contracted for before implementation of any change.

22.03 Pension

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

22.04 Divisible Surplus

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

22.05 Part-Time Benefits

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

22.06 Benefits on Lay-off

Employees who have been laid off are entitled to the Extended Health and Dental benefits. Employees will be able to buy those benefits at one hundred percent (100%) employee cost. The employee will be responsible for making appropriate arrangements with the Hospital for payment of both the employer and employee portions of the premium costs. The employee will be able to access these benefits for a maximum of twelve (12) months from the date of their actual lay-off.

22.07 Benefits on Sick Leave

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

22.08

Benefits for Early Retirees

- (a) The Hospital will provide to all employees who are fifty-five (55) – fifty-six (56) years of age who retire (including disability retirements) on or after April 1, 2017 and have not yet reached age sixty-five (65) and who are in receipt of the Hospital's pension plan benefits, semi-private, extended health care and dental benefits on the same basis as is provided to active employees, as long as the retiree pays the Employer the full amount of the monthly premiums in advance.
- (b) The Hospital will provide to all full-time employees who reach age fifty-seven (57) and retire (including disability retirements) on or after April 1, 2017 and have not yet reached age sixty-five (65) and who are in receipt of the Hospital's pension plan benefits, semi-private, extended health care and dental benefits 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.

Such Employees will have a period of sixty (60) days from the date of the notice to claim such entitlement and, if they fail to make a claim within the 60 day period, their claim will be deemed abandoned.

22.09

Benefits Information

- (a) The Hospital shall provide each employee with access to electronic information booklets outlining all of the current provisions in the benefit plans defined in article 20.01. Upon request, the Hospital will make the Plan(s) available to the Union for inspection.
- (b) The Hospital shall notify the Union of the name(s) of the carrier(s) which provide the benefit plans defined in Article 20.01. The Hospital shall also provide the Union with access to all current information booklets provided to the employees.

22.10

Benefits Age 65 and Older

Semi-Private Hospital Insurance and 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 those employees under the age of sixty-five (65).

## **ARTICLE 23 – MODIFIED WORK**

- 23.01 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 provide fair and consistent practices to accommodate employees who are ill, injured or permanently disabled.
- 23.02 Where the Hospital and the Union agree, the Hospital may implement modified/rehabilitative work programs in order to assist employees returning to work following illness or injury. To facilitate these programs, it is understood and agreed that provisions of the collective agreement may, where agreed, be varied. The specific terms of the program will be signed by the Hospital and the Union.
- 23.03 The parties agree that the issue of education on the topics of accommodation and modified work are appropriate agenda items for the Labour Management Committee.

## **ARTICLE 24 – CONTRACTING OUT**

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

## **ARTICLE 25 – WORK OF THE BARGAINING UNIT**

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

## **ARTICLE 26 – CONTINUING EDUCATION**

- 26.01 The Hospital and the Union recognize that continuing education is important for all employees and that they have shared interests and responsibilities in ensuring equitable access to it. Therefore:
- (a) The Local Parties will endeavour to maximize internal opportunities for training and development which may include but are not limited to: lunch hour programs, guest lecturers, trained employees training

other employees, teleconferences, and access to in-house programs/seminars.

- (b) Continuing education opportunities will be communicated within the department(s). Where access to an opportunity is limited, the Hospital will identify pertinent selection criteria, terms of payment, etc. Decisions about continuing education opportunities will be made at the departmental level within the context of employee, Hospital, and department/program needs.

## **ARTICLE 27 – COMPENSATION**

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

27.02 Claim for recent related experience, if any, shall be made in writing by the employee at the time of hiring on the application for employment form or otherwise. The employee shall cooperate with the Hospital by providing verification of previous experience.

Prior experience shall be credited at the rate of one (1) increment on the salary scale for every one (1) year of recent, related, full-time experience, as determined by the Hospital.

For the purposes of this clause, as it applies to part-time employees, part-time experience will be calculated on the basis of one thousand six hundred and fifty (1650) hours worked equaling one (1) year of experience.

27.03 (Article 27.03 is applicable to part-time employees only)  
 Part-time employees will accumulate service for purposes of progression on the salary grid, on the basis of one (1) year of service for each one thousand six hundred and fifty (1650) hours worked.

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

27.04 Progression on the salary grid for full-time employees, will occur on the employee's anniversary /service date.

**ARTICLE 28 – WAGE GRIDS**

<b>April 1, 2019 (1.60%)</b>	<b>Start</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
Health Records Clerk	22.27	22.53	22.80	23.08	23.36	23.61
Patient Registration/Outpatient Clerk	23.04	23.29	23.58	23.88	24.15	24.41
Materials Management	23.76	24.06	24.35	24.64	24.91	25.22

<b>April 1, 2020 (1.65%)</b>	<b>Start</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
Health Records Clerk	22.64	22.91	23.18	23.46	23.74	24.00
Patient Registration/Outpatient Clerk	23.42	23.67	23.97	24.27	24.55	24.82
Materials Management	24.16	24.46	24.76	25.04	25.32	25.63

<b>April 1, 2021 (1.65%)</b>	<b>Start</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
Health Records Clerk	23.01	23.28	23.56	23.85	24.14	24.40
Patient Registration/Outpatient Clerk	23.81	24.06	24.37	24.67	24.95	25.23
Materials Management	24.55	24.86	25.16	25.46	25.74	26.06

<b>April 1, 2022 (1.65%)</b>	<b>Start</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
Health Records Clerk	23.39	23.67	23.95	24.25	24.53	24.80
Patient Registration/Outpatient Clerk	24.20	24.46	24.77	25.08	25.37	25.64
Materials Management	24.96	25.27	25.58	25.88	26.17	26.49

## **ARTICLE 29 – JOB SHARING**

### 29.01 Job Sharing Arrangements

Where the Hospital and the Union agree, job sharing arrangements may be entered into between the parties. Job sharing is defined as an arrangement whereby two (2) employees share the hours of work of what would otherwise be one (1) full-time position. Subject to the provisions of Article 15, the position involved in the job sharing arrangement will be maintained as a full-time position in the Hospital's staffing complement.

## **ARTICLE 30 – COST OF PRINTING**

30.01 The cost of printing the Collective Agreement will be shared equally by the Hospital and the Union. The collective agreement will be printed within sixty (60) days of its signing.

30.02 Notwithstanding Article 30.01, the parties agree that copies of the Collective Agreement shall be made available electronically, and that electronic copies may be provided to members in lieu of printed copies.

## **ARTICLE 31 - GENERAL**

### 31.01 Bulletin Boards

The Hospital will furnish a bulletin board for use by the Union for notices of meetings and other such notices as pertain to Union business. Job postings, successful applicant notifications, and seniority lists will be provided to all staff via the Hospital intranet system.

### 31.02 Pay Days

The Employer agrees that wages shall be paid every second Thursday. Where the second Thursday falls on a designated holiday, the pay day will be at the discretion of the Employer, either the previous or the following regular work day, not including Saturdays or Sundays.

## **ARTICLE 32 – DURATION AND RENEWAL**

32.01 This Agreement shall continue in effect until the 31<sup>st</sup> day of March 2023 and shall continue automatically thereafter for annual periods of one year each unless either party notifies the other in writing that it intends to amend or terminate this Agreement in accordance with the following:

Either part may notify the other within the period from ninety (90) days to sixty (60) days preceding the expiry date of this Agreement that it desires


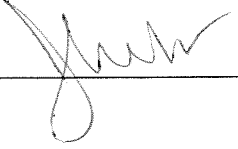
to amend or terminate this Agreement. If notice of amendment or termination is given by either party, the other party agrees to meet for the purpose of negotiations within thirty (30) after the giving of notice is requested.

**ARTICLE 33 – RETROACTIVITY OF WAGES**

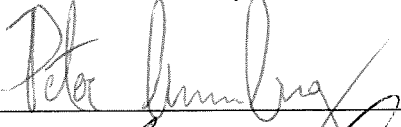

- 33.01 Current employees on staff from the date of either ratification of the settlement or interest arbitration award, will be paid retroactivity, within four (4) full pay periods, from the date of ratification of the settlement or date of interest arbitration award, on the basis of hours paid.
- 33.02 Retroactivity shall be paid on wage increases
- 33.03 The Hospital will contact former employees at their last known address on record with the hospital, within four (4) full pay periods from the date of ratification of settlement or date of interest arbitration award, to advise them of their entitlement to retroactivity.
- 33.04 Former employees will have a period of four (4) full pay periods from the date of the notice to claim such retroactivity and, if they fail to make a claim within the four (4) full pay periods, their claim will be deemed to be abandoned.

Signed at Exeter, Ontario this 21 day of December, 2020.

For the  
Ontario Public Service  
Employees Union:

  
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\_\_\_\_\_  
Emily Wells  
\_\_\_\_\_  
S. Dault  
\_\_\_\_\_  
Wan  
\_\_\_\_\_

For  
South Huron Hospital Association:

  
\_\_\_\_\_  
  
\_\_\_\_\_  
Heather Klegg  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**LETTER OF UNDERSTANDING**

**RE: Job Descriptions**

**Job Descriptions**

A copy of all current job descriptions for a bargaining unit position shall be made available to the Union no later than ninety (90) days from ratification. When the Employer makes a change in the job description, a copy will be forwarded to the Union thirty (30) days prior to implementation of the change.

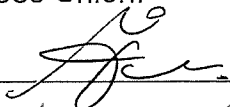
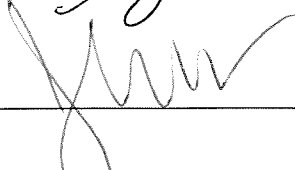
**Job Classificaiton and/or additional duties**

When the Employer makes a substantial change in the job content of an existing classification or additional duties are assigned on a regular basis, the Employer agrees to meet with the Union to discuss the appropriate rate of pay.

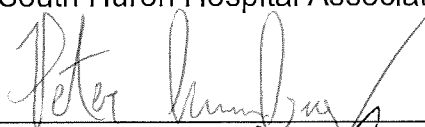
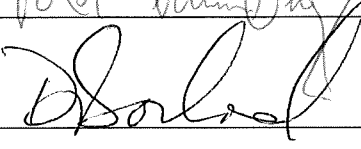
If the matter is not resolved during the meeting, the matter may be referred to arbitration as provided in the agreement within fifteen (15) days of such meeting.

Signed at Exeter, Ontario this 21 day of December, 2020.

For the  
Ontario Public Service  
Employees Union:

  
\_\_\_\_\_  
  
\_\_\_\_\_  
Emily Webb  
\_\_\_\_\_  
\_\_\_\_\_  
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For  
South Huron Hospital Association:

  
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\_\_\_\_\_  
Heather Klipp  
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