

Collective Agreement

between

**Ontario Public Service Employees Union
on behalf of its Local 374**

and

Mackenzie Health (Clerical)

DURATION: October 1, 2018 – September 30, 2021



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ARTICLE 1 – PURPOSE

1.01 The general purpose of this Agreement is to establish and maintain collective bargaining relations between 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 - RECOGNITION

2.01 The Hospital recognizes the Union as the bargaining agent of all employees of Mackenzie Health save and except coordinators, those above the rank of coordinator, those employed as administrative assistants, executive assistants, and those employed in the finance and information management department, communications automation technology, communications and public affairs, occupational health and safety, central staffing and scheduling, students in training, students employed during school vacation periods, those employed in a confidential capacity in matters relating to labour relations and employees covered by subsisting collective agreements.

ARTICLE 3 - MANAGEMENT RIGHTS

3.01 The Union recognizes that the management of the Hospital and the direction of the employees are fixed exclusively with the Hospital and shall remain solely with the Hospital except as specifically limited by the provisions of this Agreement, and without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Hospital to:

- a) to maintain order, discipline, efficiency and in connection therewith to establish and enforce reasonable rules and regulations, provided that the rules shall not be inconsistent with the provisions of this Agreement;

- b) to hire, transfer, lay-off, recall, promote, demote, classify, assign duties, discharge, suspend or otherwise discipline employees who have completed their probationary period for just cause, provided that a claim of discriminatory transfer, promotion, demotion of classification or a claim that an employee who has completed his probationary period has been discharged or disciplined without just cause, may be the subject of a grievance and dealt with as hereinafter provided. The discharge of a probationary employee shall be solely at the discretion of the Hospital;
- c) to have the right to plan, direct and control the work of the employees and the operations of the Hospital. This includes the right to introduce new and improved methods, facilities, equipment, and to control the amount of supervision necessary, the planning or splitting up of departments, work schedules, and the increase or reduction of personnel in a particular area or overall.
- d) The Hospital recognizes that the rights described in the Article shall be exercised in a manner consistent with all provisions of the Collective Agreement.

3.02 There shall be no written or verbal agreements with any employees that are contrary to this Collective Agreement, without the consultation of the Union.

ARTICLE 4 - DEFINITIONS

4.01 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.

4.02 A "full-time employee" is an employee who is on average regularly scheduled two hundred and twenty-five (225) hours in a six (6) week period.

4.03 A "regular part-time employee" is an employee who makes a commitment to the Hospital to be available and is regularly scheduled for less than two hundred and twenty-five (225) hours in a six (6) week period.

When making a commitment to the Hospital, a regular part-time employee must be available to work at a minimum;

- i) Ninety (90) hours in a six (6) week period as scheduled by the Hospital;
- ii) Work three (3) out of six (6) weekends as required by the Department;
- iii) Available to work on statutory holidays as required by the Department;
- iv) Work days and/or evenings and/or nights as required by the department;
- v) Work either during the Christmas period (December 24-26) or New Years' period (December 31 - January 2).

4.04 A 'casual' employee is an employee who is employed on a relief or replacement basis and is reasonably available for call-ins as circumstances require. Casual staff may not be scheduled on a regular basis for more than twenty-four (24) hours per month unless they are filling a 'temporary' vacancy, as defined in this Article or covering for a vacation leave.

Casual employees who are not available within a three (3) month period or who have refused shifts and have not worked within a three (3) month period, unless on an approved leave of absence, will be terminated by the Hospital.

4.05 A 'temporary' employee is an employee hired for a specified term not to exceed eighteen (18) months for reasons such as but not limited to replacing a permanent employee who is on an approved leave of absence, absence due to WSIB disability, sick leave, long term disability or to perform a special non-recurring task. The parties may agree to extend this time period if necessary.

The release or discharge of such an employee shall not be the subject of a grievance or arbitration.

This clause would not preclude such employees from using the job posting provision under the collective agreement, however an employee with more than six (6) months remaining in their temporary term need not be considered. Any successful applicant who has completed his probation period will be credited with the appropriate seniority.

ARTICLE 5 - NO DISCRIMINATION OR HARASSMENT

- 5.01 The Hospital and the Union agree that there will be no discrimination, interference, intimidation, restriction or coercion exercised or practised by any of their representatives with respect to any employee because of his membership or non-membership in the Union or activity or lack of activity on behalf of the Union or by reason of exercising his rights under the Collective Agreement.
- 5.02 It is agreed that there will be no discrimination by either party or by any of the employees covered by this Agreement on the basis of grounds prohibited by s.5 (1) of the Ontario Human Rights Code.
- 5.03 Every employee who is covered by this agreement has a right to freedom from harassment in the workplace in accordance with the Ontario Human Rights Code.

ARTICLE 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

- 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 Hospital agrees that it shall deduct union dues from any retroactive wage payments. The amounts so deducted shall be remitted by the Hospital to the Union's Accounting Department no later than the 15th of the month following the month in which such deductions were made. In consideration of the deducting and forwarding of union dues by the Hospital, the Union agrees to indemnify and save harmless the Hospital against any claims or liabilities arising or resulting from the operation of this Article.
- 7.02 T4 Slips
- The Hospital will provide each employee with a T-4 supplementary slip showing the dues deducted in the previous year.

7.03 Notification to Union

The Hospital will provide the Union with a list of all new hires, lay-offs and recalls.

7.04 Union Orientation

A new employee will have the opportunity to meet with a representative of the Union in the employ of the Hospital for a period of up to 15 minutes during the employee's orientation period without loss of regular earnings. The purpose of the meeting will be to acquaint the employee with such representation of the Union and the collective agreement. Such meetings may be arranged collectively or individually for employees by the Hospital as part of the orientation program.

ARTICLE 8 - UNION REPRESENTATION AND COMMITTEES

8.01 Union Stewards

The Hospital agrees to recognize Union stewards to be elected or appointed from amongst employees in the bargaining unit who have completed their probationary period for the purpose of dealing with Union business as provided under this Collective Agreement.

A Chief Steward or designate may assist in the presentation of any grievance or with any steward function for the purpose of training.

It is agreed that Union stewards have their regular duties and responsibilities to perform for the Hospital and shall not leave their regular duties without first obtaining permission from their immediate supervisor. If, in the performance of his duties, a Union steward is required to enter an area within the Hospital where he is not originally employed, he shall report his presence to the supervisor in the area immediately upon entering it. Such permission shall not be unreasonably withheld. When resuming his regular duties and responsibilities, such steward shall again report to his immediate supervisor. A Union steward shall suffer no loss of earnings for time spent in performing the above duties during his regular scheduled working hours.

Nothing in this Article shall preclude full-time stewards from representing part-time employees and vice-versa.

The Hospital agrees to recognize four (4) excluding all executive members, with no more than two (2) from any one (1) department.

8.02 Grievance Committee

The Hospital will recognize a grievance committee comprising of three (3) Union members to be elected or appointed from the bargaining unit. The purpose of the committee is to deal with grievances as set out in this Collective Agreement.

Notwithstanding the above, not more than one (1) Grievance Committee member shall attend a grievance meeting at any one time.

8.03 Labour/Management Committee

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 three (3) Union representatives and three (3) Hospital representatives. The Committee shall meet at a time and place mutually satisfactory. The Committee shall meet once every two (2) months, unless agreed otherwise.

A request for a meeting hereunder will be made in writing at least seven (7) days prior to the date proposed and accompanied by an agenda of matters proposed to be discussed.

8.04 Negotiating Committee

The Hospital agrees to recognize a Negotiating committee comprised of three (3) hospital employee representatives of the Union for the purpose of negotiating a renewal agreement. The Hospital agrees to pay members of the Negotiating committee for straight time wages lost from their regularly scheduled working hours spend in direct negotiations for a renewal agreement, up to and including conciliation. Nothing in this provision is intended to preclude the Union negotiating committee from having the assistance of any representatives of the Ontario Public Service Employees Union when negotiating with the Hospital.

The Negotiating Committee shall have the right to attend meetings held within working hours in order to prepare amendments for the next Agreement up to a maximum of two (2) days per member. Reasonable notice is to be provided to the Hospital and approval will be conditional on operational needs. This time is to be paid by the Union.

8.05 List of Union Representatives

The OPSEU Local President agrees to provide and maintain an up-to-date list of all Union Representatives including the Local Executive Team and the individuals who represent the Union in various committees (including Union Stewards, Union Executive, Grievance Committee, Labour/Management Committee, Joint Health and Safety Committee, and Negotiating Committee) to the Director of Human Resources or designate. The Local President shall notify the Hospital in writing of any changes to the list as they occur.

8.06 The Hospital will recognize one (1) representative of Local 374 to attend meetings of the Fiscal Advisory Committee. The employee will suffer no loss of earnings for attending such meetings.

8.07 UNION ACTIVITY ON PREMISES AND/OR ACCESS TO PREMISES

The Union agrees that neither it, nor its officers, agents, representatives and members will engage the holding of meetings or any other Union activities on Hospital premises or on Hospital time without the prior approval of the Hospital, except as specifically provided for in this Agreement. Such approval will not be unreasonably denied.

ARTICLE 9 - JOINT HEALTH & SAFETY COMMITTEE

The Hospital and the union agree that they have a shared goal of a workplace free of violence. To that end, the local parties will determine appropriate solutions to promote health and safety in workplaces, including, but not limited to:

- Violence in the Workplace (including Verbal Abuse)
- In particular, the parties will consider appropriate measures to address violence in the workplace, which may include, among other remedies:
 - I. Electronic and visual flagging;

- II. Properly trained security who can de-escalate, immobilize and detain/restrain;
- III. Appropriate personal alarms;
- IV. Organizational wide risk assessments assessing environment, risk from patient population, acuity, communication, and work flow and individual client assessments; and
- V. Training in de-escalation, “break-free” and safe immobilization/detainment/restraint

“Workplace violence” means,

- (a) The exercise of physical force by a person against a worker, in a workplace, that causes or could cause physical injury to the worker,
- (b) An attempt to exercise physical force against a worker, in a workplace, that could cause physical injury to the worker, and
- (c) A statement or behaviour that is reasonable for a worker to interpret as a threat to exercise physical force against the worker, in a workplace, that could cause physical injury to the worker.

- 9.01 The Hospital and the Union agree that they mutually desire to maintain standards of safety and health in the Hospital in order to prevent accidents, injury and illness.
- 9.02 Recognizing its responsibilities under the applicable legislation, the Hospital agrees to accept as a member of its Joint Health and Safety Committee, one (1) representative selected or appointed by the Clerical group from amongst bargaining unit employees.
- 9.03 Such Committee shall identify potential dangers and hazards, institute means of improving health and safety programs and recommend actions to be taken to improve conditions related to safety and health.
- 9.04 The Hospital agrees to co-operate reasonably in providing necessary information to enable the Committee to fulfil its functions.
- 9.05 Meetings shall be held every second month or more frequently at the call of the chair, if required. The Committee shall maintain minutes of all meetings and make the same available for review.

9.06 Any representative appointed or selected in accordance with Article 9.02 hereof, shall serve for a term of at least one (1) calendar year from the date of appointment. Time off for such representative(s) to attend meetings of the Joint Health and Safety Committee in accordance with the foregoing, shall be granted.

A member of a committee is entitled to:

- a) one (1) hour or such longer period of time as the committee determines is necessary to prepare for each committee meeting; and
- b) such time as is necessary to attend meetings of the committee; and
- c) such time as is necessary to carry out inspections and investigations contemplated under subsection 9(26), 9(27), and 9(31) of the *Occupational Health and Safety Act*, R.S.O. 1990 as amended up to and including 1998.

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

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

9.08 Influenza Vaccine

The parties agree that influenza vaccinations may be beneficial for patients and hospital 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:

- (i) Employees shall, subject to the following, be required to be vaccinated for influenza.
- (ii) If the full cost of such medication is not covered by some other source, the Hospital will pay the full incremental cost for the vaccine and will endeavor 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.

- (iii) If an employee refuses to take the vaccine required under this provision, she or he 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, she or he can use banked lieu time or vacation credits in order to keep her or his pay whole.
- (iv) If an employee refuses to take the vaccine because it is medically contraindicated, and where a medical certificate is provided to this effect, she or he will be reassigned during the outbreak period, unless such reassignment is not possible, in which case the employee will be paid. It is further agreed that such reassignment will not adversely impact the scheduled hours of other employees.
- (v) If an employee gets sick as a result of the vaccination, and applies for WSIB, the Hospital will not oppose the claim.
- (vi) Notwithstanding the above, the Hospital may offer the vaccine on a voluntary basis to employees free of charge.
- (vii) This clause shall be interpreted in a manner consistent with the Ontario Human Rights Code.

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 purposes of this Agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of the Agreement including any question as to whether a matter is arbitrable. The parties agree to utilize an electronic version of the grievance form where possible.

10.03

It is the mutual desire of the parties hereto that complaints of employees shall be addressed as quickly as possible, and it is understood that an employee has no grievance until he has first given his immediate supervisor the opportunity of addressing his complaint. The grievor may have the assistance of a union steward if he or she so desires. Such complaint shall be discussed with his immediate supervisor within nine (9) calendar days after the circumstances giving rise to it having occurred or ought reasonably to have come to the attention of the employee. This complaint must be provided in writing to the immediate supervisor on the worker complaint form where possible. Failing settlement within nine (9) calendar days, it shall then be taken up as a grievance within nine (9) calendar days following his immediate supervisor's decision in the following manner:

Step 1

The Employee, who may be accompanied by a steward, may submit a written grievance signed by the employee to the Department Head. The grievance shall identify the nature of the grievance and the remedy sought and should identify the provisions of the Agreement which are alleged to be violated. The Union and the Hospital shall meet to discuss the grievance at a time and place suitable to both parties. Such meeting to occur within nine (9) calendar days of the receipt of the grievance by the Department Head. The Department Head will deliver his decision in writing within nine (9) calendar days following the day on which the grievance meeting was held. Failing settlement or response, then:

Step 2

Within nine (9) calendar days following the decision in Step 1, the grievance may be submitted in writing to the Director of Human Resources. A meeting will then be held between the Director of H.R. or designate, the grievor and his/her representatives(s) within nine (9) calendar days of the submission of the grievance at Step 2. It is understood and agreed that the Staff Representative from OPSEU may be present at such meeting. The decision of the Hospital shall be delivered in writing within nine (9) calendar days following the date of such meeting.

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 Step Two within fourteen (14) calendar days following the circumstances giving rise to the grievance.

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

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, at Step Two of the process, within fourteen (14) calendar days after the circumstances giving rise to the grievance have occurred. The grievance shall then be treated in the manner as set out for an individual grievance.

10.06 Discharge Grievance

The release of a probationary employee shall be at the discretion of the Hospital and shall not be subject to the grievance procedure unless the probationary employee is released for reasons which are arbitrary, discriminatory or in bad faith.

The Hospital agrees that it will not discharge, without just cause, an employee who has completed his probationary period. A claim by an employee who has completed his probationary period that he has been unjustly discharged shall be treated as a grievance. Such grievances shall originate at Step Two within seven (7) calendar days after the date the discharge is effective. Such grievances 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 (2) 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 Ministry 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, unless otherwise agreed by the parties.
- 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 Where an 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.
- 10.17 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 – DISCHARGE, SUSPENSION AND DISCIPLINE

- 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. Any leave of absence in excess of thirty (30) continuous calendar days will not count towards either period referenced above.
- 11.02 Each employee shall have reasonable access to his or her file for the purposes of reviewing any evaluations, letters of counselling or formal disciplinary notations contained therein. Such review shall take place in the presence of the Hospital. A copy of the above documents will be provided to the employee on request. An employee is entitled to place a written response to letters of counselling in his/her file.
- Any evaluations, letters of counselling or formal disciplinary notations shall not be placed in the employee's file unless a copy has been given to the employee.

ARTICLE 12 - SENIORITY AND SERVICE

12.01 Newly hired employees shall be considered to be on probation for a period of sixty (60) tours worked from date of last hire (450 hours of work for employees whose regular hours of work are other than the standard work day). If retained after the probationary period, the employee shall be credited with seniority from date of last hire. Where it is determined that an extension to probation may be required, such recommended extension shall be discussed with the Local President and the worker.

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

12.02 Seniority List

- (a) The Hospital shall maintain a seniority list showing each employee's accumulated seniority.
- (b) A seniority list shall be submitted to the Union and posted on the Union bulletin board by January 31st and July 31st of each year.
- (c) Employees will have thirty (30) calendar days to review the seniority list to verify the accuracy. If no complaint is received during this period, the seniority list will be deemed to be correct up to the date of posting.

12.03 Seniority and Service Accumulation

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

Part-time employees, including casual employees, will accumulate seniority on the basis on one (1) year for each one thousand seven hundred and twenty five (1725) hours worked in the bargaining unit as of the last date of hire, except as otherwise provided herein.

(Note: See L.O.U. – Part-time conversion for service and seniority.) A part-time employee cannot accrue more than one (1) year's seniority in a twelve (12) month period.

No calculation on conversion of service or seniority shall result in the employee's service or seniority date preceding the employee's last date of hire.

Seniority will operate on a bargaining unit wide basis.

Notwithstanding the above, employees hired prior to the date of certification with OPSEU will be credited with the seniority they held prior to that date on the basis of the formula above and will thereafter accumulate seniority in accordance with this Article.

12.04 Transfer of Seniority and Service

For application of seniority for purposes of promotion, demotion, transfer, layoff and recall and service (including meeting any waiting period or other entitlement requirements) for purposes of vacation entitlement, HOODIP or equivalent, and wage progression:

- (i) an employee whose status is changed from full-time to part-time shall receive full credit for his seniority and service on the basis of one (1) year for each 1725 (one thousand and seven hundred and twenty-five) hours worked.
- (ii) an employee whose status is changed from part-time to full-time shall receive credit for his seniority and service on the basis of one (1) year for each 1725 (one thousand and seven hundred and twenty-five) hours worked.

12.05 Effect of Absence - Applicable to Full-Time Employees

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

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

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

It is further understood that during such absence, credit for seniority shall be suspended and not accrue during the period of absence. Notwithstanding this provision, seniority shall accrue for a period of twenty-four (24) months if an employee's absence is due to disability resulting in WCB or LTD benefits.

- (ii) Notwithstanding Article 12.05 (a) (i), credits for service and seniority shall accumulate for a period of up to seventeen (17) weeks while an employee is on pregnancy leave. The Hospital will continue to pay its share of the contributions of the subsidized employee benefits, including pension, in which the employee is participating for a period of up to seventeen (17) weeks while the employee is on pregnancy leave, unless the employee does not intend to pay her contributions.

Credits for service and seniority shall accumulate for a period of up to sixty-one (61) weeks after the parental leave began, if the employee also took pregnancy leave, and sixty-three (63) weeks after the parental leave began otherwise, while the employee is on parental 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 of up to sixty-one (61) weeks after the parental leave began, if the employee also took pregnancy leave, and sixty-three (63) weeks after the parental leave began otherwise, while the employee is on parental leave, unless the employee does not intend to pay her contributions.

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

Part-time employees shall accrue seniority for the duration of the absence, if an employee's absence is due to a disability resulting in WSIB benefit, or a disability in accordance with the Human Rights Code.

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

12.06 Retention & Accumulation of Seniority on Transfer Outside Bargaining Unit

- (a) It is understood that an employee shall not be transferred by the Hospital to a position outside the bargaining unit without his consent except in the case of temporary assignments not exceeding six (6) months. This period may be extended further six (6) months upon the agreement of the employee and the Hospital. Such employees on temporary assignments shall remain members of the bargaining unit and would continue to accrue seniority.
- (b) An employee who is transferred to a position outside the bargaining unit shall not, subject to (c) below, accumulate seniority. In the event the employee is returned by the Hospital to a position in the bargaining unit within twenty-four (24) months of the transfer he or she shall be credited with the seniority held at the time of transfer and resume accumulation from the date of his or her return to the bargaining unit. An employee not returned to the bargaining unit within twenty-four (24) months shall forfeit bargaining unit seniority.
- (c) In the event an employee transferred out of the bargaining unit under (b) above is returned to the bargaining unit within a period of six (6) calendar months, he shall accumulate seniority during the period of time outside the bargaining unit.

12.07 Loss of Seniority and Service

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

- (a) resigns;
- (b) is discharged and not reinstated through the grievance/ arbitration procedure;
- (c) is retired;
- (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 to the Hospital a satisfactory reason;
- (e) has been laid off for twenty-four (24) months;
- (f) if the employee has been laid off and fails to return to work within seven (7) calendar days after that employee has been notified by the Hospital through registered mail addressed to the last address on the records of the Hospital, subject to any special provisions regarding temporary vacancies noted under the heading of Layoff and Recall
- (g) is absent due to illness or disability for a period of twenty-four (24) months, unless he has less than six (6) months' service at the time the illness or disability commenced and is not eligible for long-term disability benefits. If the employee has less than six months' service at the time the illness or disability commenced and is not eligible for long-term disability benefits, this provision will apply after an absence equal to his length of service at the time the absence commenced.
- (h) fails to return to work upon the expiration of a leave or absence or utilizes a leave of absence for a purpose other than that for which it was granted.

Note: Nothing in this article shall contravene the Ontario Human Rights Code

ARTICLE 13 - LAYOFF AND RECALL

Applies to Full-time and Regular Part-time employees

13.01 (a) Notice

In the event of a proposed layoff at the Hospital of a permanent or long-term nature or the elimination of a position within the bargaining unit, the Hospital shall:

- (i) provide the Union with no less than five (5) months' written notice of the proposed layoff or elimination of position; and
- (ii) provide to the affected employee(s), if any, who will be laid off with no less than five (5) months' written notice of layoff or pay in lieu thereof.

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

- (b) A layoff shall not include a reassignment of an employee from her or his classification or area of assignment who would otherwise be entitled to notice of layoff provided:
 - (i) the reassignment of the employee is to an appropriate permanent job with the Hospital having regard to the employees' skills, abilities, qualifications and training or training requirements;
 - (ii) the reassignment of the employee does not result in a reduction of the employees wage rate or hours of work;
 - (iii) the job to which the employee is reassigned is located at the employee's original work site or at a nearby site in terms of relative accessibility for the employee;
 - (iv) the job to which the employee is reassigned is on the same or substantially similar shift or shift rotation; and

- (v) where more than one employee is to be reassigned in accordance with this provision, the reassigned employees shall be entitled to select from the available appropriate vacancies to which they are being reassigned in order of seniority provided no such selection causes or would cause a layoff or bumping.

The Hospital bears the onus of demonstrating that the foregoing conditions have been met in the event of a dispute. The Hospital shall also reasonably accommodate any reassigned employee who may experience a personal hardship arising from being reassigned in accordance with this provision.

- (c) Any vacancy to which an employee is reassigned pursuant to paragraph (b) need not be posted.
- (d) Redeployment Committee

A Redeployment Committee will be established not later than two (2) weeks after the notice referred to in Article 13.01(a) as agreed to by the parties.

- (i) Committee Mandate

The mandate of the Redeployment Committee is to:

- (1) Identify and propose possible alternatives to the proposed layoff(s) or elimination of position(s), including, but not limited to, identifying work which is currently work contracted-out by the Hospital which could be performed by bargaining-unit employees who are or would otherwise be laid off;
- (2) Identify vacant positions in the Hospital or positions which are currently filled but which will become vacant within a twelve (12) month period and which are either:
 - (a) within the bargaining unit; or
 - (b) not covered by a collective agreement.

- (3) Identify the retraining needs of workers and facilitate such training for workers who are, or would otherwise be, laid off, in order of seniority if, with the benefit of up to six (6) months retraining, an employee has become able to meet the normal requirements of the job.
- (4) Subject to article 13.04, the Hospital will award vacant positions to employees who are, or would otherwise be laid off, in order of seniority if, with the benefit of up to six (6) months retraining, an employee has become able to meet the normal requirements of the job.
- (5) Any dispute relating to the foregoing procedures may be filed as a grievance commencing at Step 2.

(ii) Committee Composition

The Redeployment Committee shall be comprised of four (4) representatives of the Hospital and four (4) representatives of the Union.

Meetings of the Redeployment Committee shall be held during normal working hours. Time spent attending such meetings shall be deemed to be work time for which the representative(s) shall be paid by the Hospital at his or her regular or premium rate as may be applicable.

Each party shall appoint a co-chair for the Redeployment Committee. Co-chairs shall chair alternative meetings of the Committee and will be jointly responsible for establishing the agenda of the Committee meetings, preparing minutes and writing such correspondence as the Committee may direct.

(iii) Disclosure

The Hospital shall provide to the Redeployment Committee all pertinent staffing and financial information.

13.02

Layoff and Recall

An employee in receipt of notice of layoff pursuant to 13.01(a)(ii) may:

- (a) accept the layoff, or
- (b) opt to receive a separation allowance as outlined in Article 13.05; or
- (c) opt to retire, if eligible under the terms of the Hospitals of Ontario Pension Plan (HOOPP); or
- (d) displace another employee who has lesser bargaining unit seniority in the same or a lower or an identical-paying classification in the bargaining unit if the employee originally subject to layoff has the ability to meet the normal requirements of the job. An employee so displaced shall be deemed to have been laid off and shall be entitled to notice in accordance with Article 13.01.

An employee who chooses to exercise the right to displace another employee with lesser seniority shall advise the Hospital of his or her intention to do so and the position claimed within seven (7) days after receiving the notice of layoff.

Note: For purposes of the operation of clause (d), an identical-paying classification shall include any classification where the straight-time hourly wage rate at the level of service corresponding to that of the laid off employee is within 1% of the laid off employee's straight time hourly wage rate.

In the event that there are no employees with lesser seniority in the same or a lower or identical-paying classification, as defined in this article, a laid-off employee shall have the right to displace another employee with lesser seniority who is the least senior employee in the classification and where the straight-time hourly rate at the level of service corresponding to that of the employee is within 7% of the laid-off employee's straight-time hourly rate.

An employee who is subject to layoff other than a layoff of a permanent or long-term nature including a full time employee whose hours of work are, subject to Article 18.01, reduced, shall have the right to accept the layoff or displace another employee in accordance with (a) and (d) above.

An employee shall have opportunity of recall from a layoff to an available opening, in order of seniority, provided he or she has the 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 complete.

In determining the ability of an employee to perform the work for the purposes of the paragraphs above, the Hospital shall not act in an arbitrary or unfair manner.

An employee recalled to work in a different classification from which he or she was laid off shall have the privilege of returning to the position held prior to the layoff should it become vacant within six (6) months of being recalled.

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.

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 second day following the date of mailing). The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work. The employee is solely responsible for his or her proper address being on record with the Hospital.

Employees on layoff shall be given preference for temporary vacancies which are expected to exceed ten (10) working days. An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on layoff.

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

In the event of a layoff of an employee, the Hospital shall pay its share of insured benefits premiums for the duration of the five-month notice period provided for in Article 13.01.

13.03 Benefits on Layoff

In the event of a lay-off of an employee, the Hospital shall pay its share of insured benefits premiums up to the end of the month in which the lay-off occurs.

The employee may, if possible under the terms and conditions of the insurance benefits programs, continue to pay the full premium cost of a benefit or benefits for up to three (3) months following the end of the month in which the lay-off occurs. Such payment can be made through the payroll office of the Hospital provided that the employee informs the Hospital of his or her intent to do so at the time of the lay-off, and arranges with the Hospital the appropriate payment schedule.

13.04 Retraining

(a) Retraining for Positions within the Hospital

Where, with the benefit of retraining of up to six (6) months, an employee who has either accepted the layoff or who is unable to displace any other employee could be redeployed to a hospital position identified by the Redeployment Committee in accordance with Article 13.01(d)(i):

- (i) Opportunities to fill vacant positions identified by the Hospital Redeployment Committee through retraining shall be offered to employees who apply and would qualify for the position with the available retraining in order of their seniority until the list of any such opportunities is exhausted. Opportunities to fill vacancies outside of the bargaining unit may be offered by the Hospital in its discretion.
- (ii) The Hospital and the Union will cooperate so that employees who have received notice of permanent layoff and been approved for retraining in order to prevent a layoff will have their work schedules adjusted in order to enable them to participate in the retraining, and scheduling and seniority requirements may by mutual agreement be waived.

- (iii) Apart from any on-the-job training offered by the Hospital, any employee subject to layoff who may require a leave of absence to undertake retraining in accordance with the foregoing shall be granted an unpaid leave of absence which shall not exceed six (6) months.
- (iv) Laid-off employees who are approved for retraining in order to qualify for a vacant position within the Hospital will continue to receive insured benefits.

(b) Placement

Upon successful completion of his or her training period, the Hospital and the Union undertake to waive any restrictions which might otherwise apply, and the employee will be placed in the job identified in Article 13.04(a)(i).

An employee subject to layoff who applies but later declines to accept a retraining offer or fails to complete the training will remain subject to layoff.

13.05 Separation Allowances

- (a) Where an employee resigns within thirty (30) days after receiving notice of layoff pursuant to Article 9.08(a)(ii) that his or her position will be eliminated, he or she shall be entitled to a separation allowance of two (2) weeks' salary for each year of continuous service to a maximum of twelve (12) weeks' pay, and, on production of receipts from an approved educational program, within twelve (12) months of resignation, may be reimbursed for tuition fees up to a maximum of three thousand (\$3,000) dollars.
- (b) Where an employee resigns later than thirty (30) days after receiving notice pursuant to Article 9.08(a)(ii) that his or her position will be eliminated, he or she shall be entitled to a separation allowance of four (4) weeks' salary, and, on production of receipts from an approved educational program, within twelve (12) months of resignation, may be reimbursed for tuition fees up to a maximum of one thousand two hundred and fifty (\$1,250) dollars.

13.06 Retirement Allowance

Prior to issuing notice of layoff pursuant to article 13.02 in any classification(s), the Hospital will offer early retirement allowance to a sufficient number of employees eligible to early retirement under HOOPP within the classification(s) in order of seniority, to the extent that the maximum number of employees within a classification who elect early retirement is equivalent to the number of employees within the classification(s) who would otherwise receive notice of layoff under article 13.02.

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

13.07 Voluntary Exit Option

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

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

An employee who elected a voluntary exit option shall receive, following completion of the last day of work, a separation allowance of two (2) weeks' salary for each year of service, to a maximum of fifty-two (52) weeks' pay.

ARTICLE 14 - TECHNOLOGICAL CHANGE

Applies to full-time and regular part-time employees only

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.

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 Hospital 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 permanent vacancy occurs in a classification within the bargaining unit or a new position within the bargaining unit is established by the Hospital, such vacancy shall be posted for a period of seven (7) consecutive calendar days. Applications for such vacancy shall be made in writing within the seven (7) day period referred to herein.

The posting shall occur within one (1) month of the position becoming established. The Hospital is to notify the Local President if the position is being filled in any other manner or if not being filled at this time.

The postings shall stipulate the qualifications, classifications, rate of pay, department or program, and shift(s) and a copy shall be provided to the Local President of the Union.

Where the skill, ability, experience and qualifications are relatively equal amongst the employees considered, seniority shall govern providing the successful applicant, if any, is qualified to perform the normal requirements of the job.

Vacancies created by the filling of an initial permanent vacancy will be posted for a period of three (3) consecutive calendar days, excluding Saturday, Sundays, and Holidays. Applications for such vacancies shall be made in writing within the three (3) day period referred to herein.

Successful employees shall not be considered for other vacancies within a six (6) month period unless an opportunity arises which allows the employee to change his or her permanent status.

15.02 Vacancies which are not expected to exceed sixty (60) calendar days and vacancies caused due to illness, accident, leaves of absence (excluding maternity leaves) may be filled at the discretion of the Hospital.

First consideration shall be given to equally distributing available hours amongst qualified regular part-time employees in the Department. However, where operational needs so dictate, the Hospital may choose to fill such temporary vacancy by following the procedure established in Article 15.01.

15.03 When a job vacancy occurs within the Hospital, current employees will be given the first opportunity to apply for the position. If the job is offered to the employee in accordance with Article 15.01 and there is a promotion involved, the employee will be placed on the scale as a new employee, provided that there is no reduction in salary; otherwise, they will be placed on the closest step on the new scale.

15.04 The successful applicant shall be allowed a trial period of up to sixty (60) days during which the Hospital will determine if the employee can satisfactorily perform the job. Within this period the employee may request to return, or be returned by the Hospital, to the position formerly occupied, without loss of seniority. This request will not be unreasonably denied.

The filling of the subsequent vacancies will likewise be reversed and will not be subject to a grievance as a result. The vacancy resulting from the posting may be filled on a temporary basis until the trial period is completed.

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. Notwithstanding foregoing, casual part-time employees are entitled to leaves of absence as prescribed by the Employment Standards Act, 2000, S.O. 2000 c.41.

16.01 Personal Leave

Written requests for a personal leave of absence without pay will be considered on an individual basis by the employee's Supervisor or his designate. Such requests are to be submitted as far in advance as possible in the manner prescribed by the Hospital and a written reply will be given. The granting of the leave shall be subject to the operational needs of the Hospital.

16.02 (a) Local Union Business Leave

The Hospital agrees to grant leaves of absence without pay to local bargaining unit members for the purpose of attending Union seminars and/or attending to Union business, provided such leave does not interfere with the efficient operation of the Hospital. There can be no more than two (2) person off within a department at any one time and the cumulative total leaves of absence shall not exceed fifty (50) days per year.

In requesting such leave of absence, the Union must give at least fourteen (14) days' written notice to the employee's immediate supervisor, copied to the person responsible for scheduling, as well as the Director of Labour Relations or Designate.

Requests consistent with the above shall not be unreasonably denied.

(c) Union Position Leave - F.T.

When an employee is elected as the Union's President (Provincially) or First Vice-President (Provincially) the Union will immediately following such election, advise the Hospital 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 Hospital 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 (Provincially), such individual shall be granted leave of absence for the time off required to exercise the duties of such appointment. The Hospital will maintain the employee's salary and applicable benefits and the Union will reimburse the Hospital for the cost of salary and benefits. In addition, there will be no loss of seniority during such leaves of absence.

16.03 Bereavement Leave

Any employee who notifies his/her immediate Supervisor as soon as possible following bereavement will be granted bereavement leave for four (4) consecutive working days off without loss of regular pay from regularly scheduled hours within the seven (7) calendar day period following the death of the spouse, child or parent.

An employee who notifies his/her immediate Supervisor as soon as possible following a bereavement will be granted bereavement leave for three (3) consecutive working days off without loss of regular pay from regularly scheduled hours within the seven (7) calendar day period following the death of the sister, brother, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparent, grandchild, brother-in-law, sister-in-law or grandparent of spouse.

An employee who notifies his/her immediate Supervisor as soon as possible following a bereavement shall be granted one (1) day bereavement leave without loss of regular pay from regularly scheduled hours within the seven (7) calendar day period following the death of his or her aunt or uncle, niece or nephew, in order to attend the funeral.

Clarity note: "Aunt" and "Uncle" refer to the sibling of one's parent or the spouse of a sibling of one's parent.

The Hospital, in its discretion, may extend such leave with or without pay. Where an employee does not qualify under the above-noted conditions, the Hospital may, nonetheless, grant a paid bereavement leave. For the purpose of bereavement leave, the relationships specified in the preceding clause are deemed to include a common-law spouse and a partner of the same sex.

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 Hospital 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 Hospital the amount (other than expenses) paid to the employee for such service as a juror or for attendance as such witness.

(Applicable to full-time employees)

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

(Applicable to part-time employees)

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

16.05 Pregnancy and Parental Leave

Pregnancy and parental leaves will be granted in accordance with the *Employment Standards Act* unless otherwise amended.

The Employee shall give written notification at least four (4) weeks in advance of the intended date of commencement and anticipated duration of leave.

The employee shall confirm their return to work date in writing at least four (4) weeks in advance.

The changes to the % top up and the movement from 10-11 weeks will be effective for leaves commencing April 1, 2020 or later.

(a) Pregnancy Leave - SUB

A full-time or regular part-time employee who is on pregnancy leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance pregnancy benefits pursuant to Section 12 of the *Employment Insurance Act* shall be paid a supplemental unemployment benefit for a period not exceeding fifteen (15) weeks. The supplement shall be equivalent to the difference between ninety-three percent (93%) of her normal weekly earnings and the sum of her weekly unemployment insurance benefits and any other earnings. Receipt by the Hospital of the employee's unemployment insurance cheque stubs shall constitute proof that she is in receipt of Employment Insurance pregnancy benefits.

Where an employee elects to receive parental leave benefits pursuant to Section 12(3)(b)(ii) of the *Employment Insurance Act*, the amount of any Supplemental Unemployment Benefit payable to the Hospital will be equal to what would have been payable had the employee elected to receive parental leave benefits pursuant to Section 12 (3)(b)(i) of the *Employment Insurance Act*.

The employee's normal weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours plus any wage increase or salary increment that she would be entitled to receive if she were not on 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.

(b) Parental Leave - SUB

A full-time or regular part-time employee who is on parental leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance parental benefits pursuant to Section 12 of the *Employment Insurance Act*, shall be paid a supplemental unemployment benefit for a period not exceeding eleven (11) weeks. That benefit shall be equivalent to the difference between ninety-three percent (93%) of the employee's normal weekly earnings and the sum of his or her weekly Employment Insurance benefits and any other earnings. Receipt by the Hospital of the employee's employment insurance cheque stub will serve as proof that the employee is in receipt of unemployment parental benefits.

Where an employee elects to receive parental leave benefits pursuant to Section 12(3)(b)(ii) of the *Employment Insurance Act*, the amount of any Supplemental Unemployment Benefit payable to the Hospital will be equal to what would have been payable had the employee elected to receive parental leave benefits pursuant to Section 12(3)(b)(i) of the *Employment Insurance Act*.

The employee's normal weekly earnings shall be determined by multiplying the employee's regular hourly rate on his or her last day worked prior to the commencement of the leave times the employee's normal weekly hours, plus any wage increase or salary increment that the employee would be entitled to if he or she were not on 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

16.05 The amount of any sub payment (exclusive of the above payment) shall not increase or decrease as a result of an employee's option to extend any leave under any changes to existing Employment Insurance legislation.

ARTICLE 17 - SICK LEAVE AND LONG-TERM DISABILITY

Full-time Employees Only

17.01 Sick Leave Defined

Sick leave means the period of time a full-time employee is permitted to be absent from work by virtue of being sick or disabled.

17.02 Short Term Disability

Full-time employees who have successfully completed their probationary period shall become eligible to participate in the Short Term Disability (STD) Plan. The STD plan provides income maintenance to employees to a maximum of five hundred and sixty-two and one-half (562.50) paid hours in accordance with the table below. No sick pay benefit is payable for the first fifteen (15) hours of absence for the sixth (6th) and subsequent period(s) of absence in the same fiscal year (April 1st, through March 31st).

| Length of Service | Salary Continuance |
|-------------------------------|--------------------------------------|
| 3 months to 1 year | 66 2/3% of regular straight time pay |
| 1 year but less than 2 years | 70% of regular straight time pay |
| 2 years but less than 3 years | 80% of regular straight time pay |
| 3 years but less than 4 years | 90% of regular straight time pay |
| 4 years or more | 100% of regular straight time pay |

17.03 Long Term Disability

Full-time employees who have successfully completed their probationary period shall participate in the Long Term Disability (LTD) Plan. The Hospital will pay seventy five percent (75%) of the billed premium towards coverage of eligible full-time employees under the LTD Plan (as described in the current plan booklet), the employee paying the balance of the billed premium through payroll deduction.

17.04 Medical Certificates

When an employee is required to have a physician complete the Hospital's form, employees will be reimbursed for medical certificates, to a maximum of one hundred dollars (\$100.00) per certificate.

Proof of disability from a qualified Medical Practitioner, that is satisfactory to the employer, is required if you are absent for four (4) days or more, and is subject to a periodic review thereafter. Such proof may also be required at any time.

17.05 Attendance Awareness

Days of absence arising out of a medically-established serious chronic condition, an ongoing course of treatment, a catastrophic event, absence for which WSIB benefits are payable, medically necessary surgical interventions, or days where the employee is asymptomatic and is under a doctor's care from the commencement of symptoms for a confirmed communicable disease (and has provided medical substantiation of such symptoms) but is required to be absent under the Hospital or public health authority protocol, will not be counted for the purposes of being placed on, or progressing through, the steps of an attendance management program. Leaves covered under the Employment Standards Act, 2000 and leaves under Article Leaves of Absence will not be counted for the purposes of being placed on, or progressing through, the steps of an attendance management program.

17.06 Injury Pay

If an employee is injured on the job and his/her supervisor excuses him/her from further duty for the balance of their shift, the employee's regular rate of pay shall continue for the balance of the shift and there shall be no deduction from sick leave or other credits.

17.07 Payment Pending Determination of WSIB Claims

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 claim for WSIB benefits for a period longer than one complete pay period may apply to the Hospital for payment equivalent to the lesser of the benefit he/she would receive from WSIB benefits if his/her claim was approved, or the benefit to which he/she would be entitled under the short term sick leave 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 Workplace Safety & Insurance Board. If the claim for WSIB benefits 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 sick leave plan. Any payment under this provision will continue for a maximum of fifteen (15) weeks.

ARTICLE 18 - HOURS OF WORK & OVERTIME

18.01 Full-time and Regular Part-time employees may elect time off in-lieu to be taken on a mutually agreed upon basis between the employee and the Hospital. Such time-off shall be the equivalent of the premium rate the employee earned for working overtime. The Hospital shall revert to payment of premium rate if time off is not taken within ninety (90) calendar days. Employees shall not accumulate more than forty-five (45) hours of lieu time.

18.02 Full-time employees shall normally be scheduled up to two hundred and twenty-five (225) hours in a six (6) week period, with a normal or standard work day of seven and one-half (7½) hours per day, exclusive of a one-half (½) hour meal break.

18.03 Rest Periods

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.

18.04 Overtime Definition

Overtime shall be defined as being all authorized hours worked in excess of the normal or standard work day in Article 18.02, or in excess of the normal or standard work week in Article 18.02. The overtime rate shall be one and one-half (1 ½) times the regular straight time hourly rate of pay.

18.05 Schedules shall be posted two (2) weeks in advance of commencement covering a period not less than four (4) weeks.

18.06 Where an employee's scheduled shift is changed or cancelled with less than twenty-four (24) hours' notice she shall receive time and one half (1 ½) of her regular straight time hourly rate for all hours worked on her next shift.

18.07 The Hospital agrees to schedule regular part-time employees according to the following:

A. Part-time Scheduling for all bargaining unit members

- i. All regular part-time employees shall be scheduled up to their committed hours, by seniority, before any casual employees are utilized.
- ii. Where all regular part-time employees have been given the opportunity to work up to their commitment, extra shifts will then be offered, to regular part-time employees, who submit their availability in the manner prescribed by the Hospital in order of seniority.
- iii. Application of this article is subject to the following conditions:
 - a) A shift will be deemed to be offered whenever a call is placed;
 - b) It is understood that the Hospital will not be required to offer shifts that would result in overtime pay; and

- c) Where a regular part-time employee accepts an additional shift, he must report for that shift unless arrangements satisfactory to the Hospital are made.

18.08 Requests for voluntary shift exchange must be done in the manner prescribed by the Hospital. The Hospital shall not be responsible or liable for overtime rate claims and non-compliance with the collective agreement provisions that might arise or accrue as a result of the exchange of shifts. The Hospital's approval of such exchanges will not be unreasonably withheld.

18.09 It is understood normal hours include those required to accommodate the change from Daylight Savings Time to Standard Time and vice versa to which the other provisions of this Article do not apply. It is further understood that the amount of regular pay for a full normal shift worked shall not be affected by reason of the change in the number of normal hours worked in consequence of such change from Daylight Savings Time to Standard Time and vice versa.

18.10 Reporting Pay

Employees who report for any scheduled shift will be guaranteed at least four (4) hours of work, or if no work is available will be paid at least four (4) hours except when work is not available due to conditions beyond the control of the Hospital. The reporting allowance outlined as herein shall not apply whenever an employee has received prior notice not to report to work. Part-time employees scheduled to work less than seven and one-half (7 ½) hours per day will receive a pro-rated amount of reporting pay.

18.11 Employees shall submit their availability in the manner prescribed by the Hospital at least four (4) weeks in advance of the day in which the schedule is posted.

ARTICLE 19 - STANDBY PAY

19.01 Standby

An employee required to standby or remain available for call-back duty on other than regular scheduled hours shall be paid at the rate of three dollars and thirty cents (\$3.30) per hour of standby time.

ARTICLE 20 - CALL-BACK

20.01 Call Back

An employee who is called to work after leaving the Hospital premises and outside of his regular scheduled hours shall be paid a minimum of no less than four (4) hours' pay at time and one-half (1 1/2) his regular straight time hourly rate for work performed on each call-in. In the event that such four (4) hour period overlaps and extends into his regular shift he will receive the four (4) hour guarantee payment at time and one half (1½) and his regular hourly rate for the remaining hours of his regular shift. The reference to leaving the Hospital premises referred to above will not be applicable where an employee remains in the Hospital on standby arrangement with the Hospital.

For purposes of clarification, Article 20.01 does not apply to pre-scheduled hours of work. Article 20.01 does not apply where the employee elects to work additional unscheduled hours made available by the Hospital.

ARTICLE 21 - SHIFT AND WEEKEND PREMIUMS

21.01 Shift Premium

Employees shall be paid a shift premium of one dollar and twenty cents (\$1.20) per hour for all hours worked where the majority of their scheduled hours fall between 1500 and 0700 hours.

21.02 Weekend Premium

Employees shall be paid a weekend premium of one dollar and twenty cents (\$1.20) per hour worked between 2400 hours Friday and 2400 hours Sunday.

ARTICLE 22 - TRAINING

22.01 Where the Hospital requires an Employee 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.

ARTICLE 23 - RESPONSIBILITY PAY

23.01 Where the Hospital temporarily assigns an employee to carry out the assigned responsibilities of a higher paying classification inside or outside of the bargaining unit for a period of one shift or more, the employee shall receive an allowance of one dollar (\$1.00) per hour for each hour during the temporary assignment.

ARTICLE 24 - NO PYRAMIDING

24.01 Premium payment (including both overtime and holiday payment) shall be calculated and paid under one provision of this Agreement only, even though hours worked may be premium payment hours under more than one provision. In such circumstances the highest premium will be applied.

ARTICLE 25 - PAID HOLIDAYS

25.01 List of Holidays

The following days are paid holidays under this Agreement:

| | |
|---------------------|------------------|
| New Year's Day | Labour Day |
| Good Friday | Thanksgiving Day |
| Victoria Day | Christmas Day |
| Canada Day (July 1) | Boxing Day |
| Civic Holiday | Family Day |

- (a) In addition to the above named holidays, full-time employees, who have completed their probationary period, shall receive two (2) float holidays in that fiscal year. Staff hired on or after December 15 are not eligible for any float holidays in that fiscal year. Float holidays cannot be accumulated and carried over to the subsequent fiscal year. Float holidays are to be scheduled at a mutually agreed time between the employee and the Hospital.
- (b) Part-time employees will not be entitled to the Civic Holiday.

25.02 Employees shall receive holiday pay in accordance with the *Employment Standards Act*.

25.03 Holiday Pay Qualifiers

Holiday pay qualifiers for employees will be based on the provisions as set out in the *Employment Standards Act* for the fixed holidays listed above.

25.04 Any employee scheduled to work on a holiday, and who does not report for work, shall forfeit her holiday pay, unless the absence is due to illness verified by a medical certificate, in which case the employee will receive holiday pay provided the employee has otherwise qualified for holiday pay in accordance with Article 25.03 above.

25.05 Where a holiday falls during the employee's scheduled vacation period, her vacation shall be extended by one (1) day unless the employee and the Hospital agree to schedule a different day off with pay.

25.06 An employee required to work on any of the foregoing holidays shall be paid at the rate of time and one half (1½) her regular straight time hourly rate of pay for all hours worked on such holiday. In addition, she will receive holiday pay in accordance with this Article.

A shift that begins or ends during the twenty-four (24) hour period of the above holidays where the majority of hours worked falls within the holiday shall be deemed to be work performed on the holiday for the full period of the scheduled shift.

Where an employee is required to work overtime on such a holiday they shall be paid at the rate of two (2) times their regular straight time hourly rate for the overtime hours.

ARTICLE 26 - VACATIONS

26.01 The vacation year will be from April 1st through March 31st.

26.02 **For Vacation from April 1st to September 30th**

Employees are required to indicate preferred vacation time during this period by February 1st annually. Requests for time off during this period are processed and communicated by March 1st annually. Preference will be given based on seniority. If vacation requests are received after February 1st, they will be considered on a first come first served basis, not on the basis of seniority.

For Vacation from October 1st to the following March 31st

Employees are required to indicate preferred vacation time during this period by August 1st annually. Requests for time off during this period are processed and communicated by September 1st annually, with the exception of requests for the period of December 15th–January 15th which are processed as holiday service schedules are determined. Preference will be given based on seniority. If vacation requests are received after August 1st, they will be considered on a first come first served basis, not on the basis of seniority.

Preference shall be given to requests made for blocks of one week. Up to five (5) single shifts shall be approved if operationally feasible.

Where changes in scheduled vacation are permitted by the Employer, a senior employee will not be permitted to displace a junior employee whose vacation has been previously approved.

- 26.03 Employees can only take vacation after it has been earned and employees are expected to use vacation earned within the fiscal year. The supervisor will review and discuss with the employee his or her annual vacation entitlement and may schedule vacation days that have not been approved for carry-over, or have not been scheduled to be taken off. Any unused amounts will be paid out at the end of fiscal year. Under special circumstances with written approval from the Hospital, an employee may be allowed to accumulate up to one and one-half (1 ½) their annual accrual.
- 26.04 Vacation entitlements for full-time employees are based on continuous service and will be adjusted for unpaid absences in accordance with Article 12.05. Vacation entitlements for part-time and casual employees are based on hours worked. One year equals one thousand seven hundred and twenty five (1725) hours worked.
- 26.05 Full-time employees accrue vacation hours on a bi-weekly basis based on the table below. After the completion of the probationary period, full-time employees can request accumulated vacation days.

| Length of Service | Accumulation of Hours | Annual Equivalent |
|------------------------------------|------------------------------|--------------------------|
| Date of hire but less than 2 years | 2.88 hours bi-weekly | 2 Weeks |
| 2 years but less than 5 years | 4.33 hours bi-weekly | 3 Weeks |
| 5 years but less than 12 years | 5.77 hours bi-weekly | 4 Weeks |
| 12 years but less than 20 years | 7.21 hours bi-weekly | 5 Weeks |
| 20 years but less than 28 years | 8.65 hours bi-weekly | 6 Weeks |
| 28 years or more | 10.10 hours bi-weekly | 7 Weeks |

26.06

Part-time employees, including casuals, shall be paid a percentage of earnings on a bi-weekly basis in accordance with the table below.

| Length of Service | Percentage of Earnings |
|------------------------------------|-------------------------------|
| Date of hire but less than 2 years | 4% |
| 2 years but less than 5 years | 6% |
| 5 years but less than 12 years | 8% |
| 12 years but less than 20 years | 10% |
| 20 years but less than 28 years | 12% |
| 28 years or more | 14% |

26.07 Where an employee's scheduled vacation is interrupted due to bereavement, the employee will be entitled to bereavement leave. The portion of the employee's vacation which is deemed bereavement will not be charged to the employee's vacation credits provided the employee provides supporting evidence at the discretion of the manager.

ARTICLE 27- HEALTH AND WELFARE BENEFITS

27.01 The Hospital agrees, during the term of the Collective Agreement, to contribute towards the premium coverage of participating eligible full-time and regular part-time employees in the active employ of the Hospital under the insurance plans set out below subject to their respective terms and conditions including any enrolment requirements.

(a) The Hospital agrees to pay seventy five percent (75%) of the billed premium for employees towards coverage of the Hospital Extended Health Care plan currently in effect or comparable coverage with another carrier.

(b) The Hospital agrees to pay seventy five percent (75%) of the billed premium for employees towards coverage of the Hospital Dental Care plan currently in effect or comparable coverage with another carrier.

(c) The Hospital agrees to contribute one hundred percent (100%) of the billed premium for employees towards coverage of the Hospital Life Insurance plan currently in effect or comparable coverage with another carrier.

(d) A copy of all current master policies of the benefits referred to in this Article shall be provided to the Union upon request.

27.02 Early Retirees

The Hospital will provide equivalent coverage to all employees who retire early and have not yet reached age sixty-five (65) and who are in receipt of the Hospital's pension plan benefits on the same basis as is provided to active employees for semi-private, extended health care and dental benefits. The Hospital will contribute the same portion towards the billed premiums of these benefits plans as is currently contributed by the Hospital to the billed premiums of active employees.

27.03 It is understood that the Hospital may at any time substitute another carrier for any plan (other than O.H.I.P.) provided the benefits conferred thereby are not in total decreased. Before making such substitution the Hospital shall notify the Union to explain the proposed change and to ascertain the views of the employees.

27.04 Pension

All full-time employees shall enroll in the Hospital's pension plan (HOOPP) subject to its terms and conditions. Regular part-time and casual employees may enroll in the plan when eligible in accordance with its terms and conditions.

27.05 Vision Care

Vision care coverage shall be three hundred dollars (\$300) every twenty-four (24) months.

ARTICLE 28 - CONTRACTING OUT

28.01 The Hospital shall not contract out any work usually performed by members of the bargaining unit if, as a result of such contracting out a layoff of any employee other than casual part-time employees results from such contracting out.

Notwithstanding the foregoing, the Hospital may contract out work usually performed by members of the bargaining unit without such contracting out constituting a breach of this provision if the Hospital provides in its commercial arrangement contracting out the work that the contractor to whom the work is being contracted and any subsequent such contractor agrees:

- (1) to employ the employees thus displaced from the Hospital; and
- (2) in doing so to stand with respect to that work in place of the Hospital for the purposes of the Hospital's collective agreement with the Union and to execute into an agreement with the Union to that effect.

In order to ensure compliance with this provision the Hospital agrees that it will withdraw the work from any contractor who has failed to meet the aforementioned items of the contracting out arrangement.

28.02 Contracting In

The parties agree that the Redeployment Committee will immediately undertake a review of any existing sub-contract work which would otherwise be bargaining unit work and which may be subject to expiry and open for negotiation within six (6) months, with a view to assessing the practicality and cost-effectiveness of having such work performed within the Hospital by members of the bargaining unit.

ARTICLE 29 - COMPENSATION

29.01 Attached to this Agreement is Schedule "A".

29.02 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 Hospital 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.

29.03 Part-time and casual employees will accumulate service for purposes of progression on the salary grid, on the basis of one year of service for each one thousand seven hundred and twenty-five (1725) 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.

ARTICLE 30 - GENERAL

30.01 Contact Information

It shall be the duty of each employee to notify the Hospital promptly of any changes in any personal contact information in a manner prescribed by the Hospital. If an employee fails to do this, the Hospital will not be responsible for failure of a notice sent by registered mail to reach such employee.

30.02 Cost of Printing

The Hospital shall provide bulletin boards for posting of Union notices in the agreed to locations. Notices of Union activity may be placed on the Union bulletin board by the Union. Notices will be forwarded to the Director of Human Resource Services or designate for approval prior to being posted.

30.03 Bulletin Boards

The Hospital shall provide bulletin boards for posting of Union notices in the agreed to locations. Notices of Union activity may be placed on the Union bulletin board by the Union. Notices will be forwarded to the Director of Human Resource Services for approval prior to being posted.

30.04 Travel

Employees required to travel for the Hospital shall be compensated at the corporate kilometric rate.

30.05 Persons excluded from the bargaining unit shall not perform duties normally performed by employees in the bargaining unit which shall directly cause or result in the lay-off or reduction in hours of work of an employee in the bargaining unit.

ARTICLE 31 - DURATION AND RENEWAL

32.01 This Agreement shall continue in effect until September 30, 2021 and shall continue automatically thereafter for annual periods of one year each unless no more than ninety (90) days prior to the expiry date, either party notifies the other in writing that it intends to amend or terminate this Agreement.

Dated at Richmond Hill this 4 day of July 2019.

FOR THE UNION

FOR THE HOSPITAL

Jennifer Markle
D. Hoeg
S. Sule
W. A. A.

Lang

LETTER OF UNDERSTANDING

RE: PART-TIME CONVERSION FOR SERVICE AND SENIORITY

Notwithstanding anything to the contrary in the collective agreement, any regular part-time employees who are employed by the Hospital on the date of ratification or interest arbitration award will maintain their existing seniority and service levels on the basis of one thousand five hundred (1500) hours = one (1) year, and will continue to accrue on the same one thousand five hundred (1500) hours = one (1) year.

Dated at Richmond Hill this 4 day of July, 2019.

FOR THE UNION:

FOR THE HOSPITAL:

Jennifer Markley
L. Hooper
[Signature]

[Signature]
[Signature]
[Signature]
[Signature]

LETTER OF UNDERSTANDING

RE: JOB SHARING

It is agreed that a full-time job may be shared by two (2) employees on the following basis:

Job sharing requests with regards to full-time positions shall be considered on an individual basis.

Where the job sharing arrangement arises out of a vacant full-time position, both job sharing positions must be posted and selection based on the criteria set out in the Collective Agreement. An incumbent full-time employee wishing to share his/her position may do so without having his/her position posted. However, the other half of the job shared position must be posted and selection based on the criteria set out in the Collective Agreement.

If one of the job sharers leaves the arrangement, his/her position will be posted. If there is no successful applicant to the position, the shared position must revert to a full-time position. The remaining employee will have the option of continuing in the full-time position or another part-time position. If he/she does not continue full-time, the position must be posted according to the Collective Agreement.

All job sharers shall be treated as regular part-time employees and be subject to the provisions of the Collective Agreement except for scheduling which shall be in accordance with the full-time scheduling provisions of the Collective Agreement.

Total hours worked by the job sharers shall equal one (1) full-time position. The division of these hours on the schedule shall be determined by mutual agreement between the two (2) staff members and the immediate supervisor.

Each job sharer may exchange shifts with his/her partner.

Coverage

It is expected that both job sharers will cover each other's incidental illnesses and vacation or unpaid leave of absences up to two (2) weeks. If because of unavoidable circumstances, one (1) cannot cover the other, the immediate Supervisor must be notified to book coverage.

Pregnancy/Parental Leave and Other Leaves

In the event that one (1) member of the job sharing arrangement goes on any of the above Leaves of Absence, the coverage will be negotiated with the immediate Supervisor, but it is hoped that the remaining member of the position would be prepared to cover the Leave of Absence.

Discontinuation

Either the Union or the Hospital may discontinue the job sharing arrangement with ninety (90) days written notice, unless otherwise agreed upon.. Upon receipt of such notice, a meeting shall be held between the parties with fifteen (15) days to discuss the discontinuation. It is understood and agreed that such discontinuation shall not be unreasonable or arbitrary.

Dated at Richmond Hill this 4 day of July, 2019

FOR THE UNION:

Jennifer Mark
L. Page
[Signature]

FOR THE HOSPITAL:

[Signature]
[Signature]
[Signature]
Larry [Signature]

LETTER OF UNDERSTANDING

RE: UNION RESOURCES

The Hospital agrees to provide the Union with the following resources:

1. Companion phone.
2. Space for the Union, within Environmental Services, to have a four drawer filing cabinet. Union to provide the cabinet.
3. Access to the meeting room system through the Human Resources Department. The Union can request a room for union business within the parameters of the Collective Agreement. Such requests shall not be unreasonably denied.
4. Issues arising out of this process can be discussed at Labour/Management meetings.

Dated at Richmond Hill this 4 day of July 2019.

FOR THE UNION:

FOR THE HOSPITAL:

Jennifer Markle
L. Keger
[Signature]

[Signature]
[Signature]
[Signature]
[Signature]

LETTER OF UNDERSTANDING

RE: LOCAL HEALTH INTEGRATION NETWORKS

The parties agree that any LHIN initiative that will have a direct impact on the members of the bargaining unit may be raised through the Fiscal Advisory Committee.

Dated at Richmond Hill this 4 day of July, 2019.

FOR THE UNION:

Jennifer Macle
Prager
[Signature]

FOR THE HOSPITAL:

[Signature]
[Signature]
[Signature]
[Signature]
[Signature]

LETTER OF UNDERSTANDING

RE: LABOUR MANAGEMENT COMMITTEE

The parties agree that, further to Article 8.03 – Labour Management Committee, the recruitment notification process and timelines applied to internal candidates is an appropriate item for discussion at Labour Management meetings.

Dated at Richmond Hill this 4 day of July, 2019.

FOR THE UNION:

FOR THE HOSPITAL

Jennifer Mack
Dreger
[Signature]

[Signature]
[Signature]

[Signature]

LETTER OF UNDERSTANDING

RE: EMPLOYEE TRANSITION WITH MACKENZIE VAUGHAN HOSPITAL

Section 1: Preamble – Guiding Principle

The parties recognize the opening of Mackenzie Vaughan Hospital will create new staffing opportunities for existing OPSEU Clerical employees and, at the same, the hiring of new OPSEU Clerical employees. As part of this recognition, the parties commit to working collaboratively on the employee transition process for the new opportunities in a manner that promotes and maintains optimal patient care throughout Mackenzie Health.

The parties are entering into this Letter of Understanding recognizing the importance of establishing and maintaining an appropriate employee skill mix (e.g. expert to novice staff ration) at the Mackenzie Vaughan Hospital (MVH) and the Mackenzie Richmond Hill Hospital (MRRH). In this regard, for the initial opportunities with the opening of MVH, the parties will apply the job posting articles, and any other associated article of the Collective Agreement in a manner consistent with the provisions below.

Section 2: Provision Relating to New or Transfer of Department or Unit

- i. New Department/Unit to MVH
If a department or unit will be net new at MVH then the positions for the department or unit will be posted and filled with the employees in accordance with the process below.
- ii. Department/Unit Transfer to MVH
If a department or unit will be transferring to MVH from another site at Mackenzie Health then the MVH positions will not be posted as existing staff will move with the transfer. In the event there will be additional, or vacant, positions required with the transfer then the additional, or vacant, positions will be posted and filled with the employees in accordance with the process below.

Section 3: Provision for Posting Initial MVH Opportunities

The parties recognize the initial opportunities at MVH will be presented to employees prior to the opening of MVH to ensure early recruitment planning can be achieved. As a result, it is agreed that the Hospital has the right to:

- i. Post the initial opportunities for MVH (e.g. positions) at any time prior to the opening of MVH;
- ii. The posting will indicate the department or program as well as shifts(s), to the best of the Hospital's ability, for the purpose of the initial MVH posting;

- iii. The posting does not need to indicate the number of positions required for the position (e.g. the posting could simply indicate full-time, part time or casual positions);

It is understood the Hospital has the right to present the initial MVH opportunities to employees through an expression of interest form or a formal job posting. The Hospital will advise the Union in advance of the manner in which the MVH initial opportunities will be presented to the employees and when they will be presented to the employees.

Section 4: Candidate Selection for Initial MVH Opportunities

The parties will follow the 4th paragraph of Article 15.01 with respect to the selection process for the initial MVH opportunities.

Section 5: Employee Transfer Process to Initial MVH Opportunities

It is understood that the Hospital has the right to determine the date on which a selected employee will transfer to the initial MVH opportunity. It is further understood that this date may be before, during, or after the opening of MVH to ensure there is an appropriate employee skill mix at all Mackenzie Hospital sites. The Hospital will provide the Union with the information on transfer dates through the process outlined in Section 6 of this Letter of Understanding.

In the event there are not sufficient “experienced” employees transferring with the initial MVH opportunities, the Hospital has the right to temporarily transfer employees from one site to the MVH site to ensure there is sufficient experienced staff with the opening on MVH. In this case the Hospital will also provide this information, including the expected duration of the transfer, to the Union through the process outlined in Section 6 of this Letter of Understanding.

It is understood that an employee accepting an initial MVH opportunity will not have the opportunity to move back to his or her former position as per Article 15.04 of the Collective Agreement – the parties agree to waive this provision with respect to the initial MVH opportunities. However, it is understood that the employee will have the right to apply for any position posted under the Collective Agreement after the opening of MVH.

Section 6: Information Sharing and Complaints Resolution Process

After the signing of this Letter of Understanding, the parties will allocate dedicated time during each Labour Management meeting to discuss the implementation of this Letter of Understanding and the receipt of information contained hereunder. It is understood that the Director, Employee Relations and Central Staffing and the OPSEU President, Local 374 can agree to further meetings, as required, to discuss the implementation of this agreement.

It is further understood that the parties will also use this time to try and resolve any employee concern or issue raised relating to the initial MVH opportunities prior to a grievance being filed. The parties further agree that they will use this time to discuss the potential of using a process to limit employee(s) vacations for the 2021 summer vacation period (June 1st to September 1st) to two (2) weeks.

This agreement shall remain in force from date of signing until September 30, 2021.

Dated at Richmond Hill this 4 day of July, 2019.

FOR THE UNION:

FOR THE HOSPITAL

Jennifer Mackie
E. Rogers
[Signature]

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[Signature]
[Signature]
[Signature]
[Signature]

LETTER OF UNDERSTANDING

RE: Paid Holidays

In the event the Hospital is required to observe an additional paid holiday during the term of the Collective Agreement as a result of legislation, the parties agree to follow the CUPE Central language, and direction provided by the OHA and OCHU, with respect to the implementation of the additional paid holiday. It is understood that the parties will implement the additional paid holiday in a manner that maintains alignment with the CUPE Central Collective Agreement irrespective of the current wording of the OPSEU Clerical Collective Agreement.

Dated at Richmond Hill this 4 day of July, 2019.

FOR THE UNION:

Jennifer Nault
R. Rog...
[Signature]

FOR THE HOSPITAL

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[Signature]
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[Signature]
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LETTER OF UNDERSTANDING

RE: Vacation Prior to Posted Scheduled (Full-time Employees Only)

The parties agree that a full-time employee's vacation, submitted and approved prior to the posting of the schedule, will be considered as hours worked for the purposes of the overtime provision of the collective agreement. It is understood that all other non-hours worked including, but not limited to, any leave of absence, sick leave, or vacation submitted and approved after the posting of the schedule, will not be considered as hours worked for the purposes of the overtime provision of the collective agreement.

The parties agree that this letter of understanding shall apply only to the overtime provision of the collective agreement and will not apply, or be used to interpret, any other provision of the collective agreement.

Dated at Richmond Hill this 4 day of July, 2019.

FOR THE UNION:

FOR THE HOSPITAL

Jennifer Markle
D. Hoag
[Signature]

[Signature]
[Signature]
[Signature]
Lang

LETTER OF UNDERSTANDING

RE: Available Shifts for Posted Schedule and Seniority Rotation (Part-time Employees Only in the Patient Access Department Only)

The parties agree to use rotational seniority for two posted six (6) week schedules during the term of the collective agreement for the purposes of distributing shifts to part-time employees that are open (i.e. not filled and replacement required) prior to the posting of the six (6) week schedule. The parties will agree in advance on the six (6) week schedules to be used for the purposes of this letter of understanding and it is understood that one schedule will be in the 2019 calendar year and one schedule will be in the 2020 calendar year. Furthermore, this letter of understanding, and the process herein, will apply only to the Patient Access department as all other departments will continue to follow the collective agreement language for the posting and filling of open shifts for both six (6) week schedules.

For clarity, rotational seniority for the selected two six (6) week schedules will apply only to open shifts prior to the posting of the schedule. Any shifts that become open after the two six (6) week schedules are posted, and a replacement is required for the open shift, will be distributed in accordance with the existing collective agreement language that does not use rotational seniority.

The parties agree that part-time employees will continue to submit their availability in KRONOS for the selected two six (6) weeks schedules in accordance with the time frame in the collective agreement (i.e. four (4) weeks in advance of the posting of the schedule). Any part-time employee that does not submit their availability by this date will be considered not available for any additional shifts (i.e. in addition to their master rotation) that are open when the hospital is preparing the scheduled to be posted. It is further understood that, if any part-time employee is not available at straight time for an open shift, the hospital may schedule a casual employee for the open shift.

The Union agrees to not file any grievance on behalf of its members with respect to following the process outlined in this Letter of Understanding. It is further understood that the Letter of Understanding will have no impact, or change, or the current master schedule for part-time and casual employees in the Patient Access department.

Dated at Richmond Hill this 4 day of July, 2019.

FOR THE UNION:

FOR THE HOSPITAL

Jennifer Naulty

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Louise

**MEMORANDUM OF AGREEMENT–WITH RESPECT TO EXTENDED TOUR
ARRANGEMENTS**

Between: The Ontario Public Service Employees Union, Local 374
And
Mackenzie Health

Article 1 – Work Unit and Employees Covered

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

Article 2 – Hours of Work

- 2.1 The Normal or standard extended work day shall be 11.25 hours per day exclusive of unpaid meal breaks.
- 2.2 (Detailed description with an attached schedule where appropriate.)

Article 3 – Overtime

- 3.01 Overtime shall be defined as being all hours worked in excess of the normal or standard extended day, as set out in Article 2.1 above, or in excess of the normal or standard work week in the collective agreement averaged over a six (6) week period.
- 3.02 For purposes of overtime the hours of work per week shall be averaged over six (6) weeks.

Article 4 – Rest Periods

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

Article 5 – Meal Periods

- 5.01 The employee will receive one unpaid meal period of forty-five (45) minutes.

Article 6 – Sick Leave and Long-Term Disability

(Applicable to Full-Time Employees Only)

- 6.01 The short-term sick leave plan will provide payment for the number of hours of absence according to the scheduled tour to a total of 562.6

hours. All other provisions of the existing plan shall apply to mutatis mutandis.

Article 7 – Vacation

(Applicable to Full-Time Employees Only)

7.01 Vacation entitlement as set out in Article 26 will be converted to hours on the basis of the employee’s normal work week.

Discontinuance

Either party may, on written notice of six (6) weeks to the other party, terminate this Agreement.

General Issues

For the purposes of the bereavement leave provision, employees under this extended tour arrangement will be able to access the full bereavement leave provision.

Notwithstanding the maximum bank for lieu time contained in the collective agreement, employees under this extended tour arrangements will be able to bank a maximum of twenty-two and one-half (22 ½) hours. All other aspects of the provision shall apply.

Dated at Richmond Hill this 4 day of July 2019.

FOR THE UNION

FOR THE HOSPITAL

Jennifer Markle
R. Kiegr

[Signature]
[Signature]

Larry R.

MODEL AGREEMENT WITH RESPECT TO INNOVATIVE SCHEDULING/FLEXIBLE SCHEDULING
MEMORANDUM OF AGREEMENT

Between: Mackenzie Health –
And: Ontario Public Service Employees Union Local 374 – Clerical

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

Article 1 – Work Unit and Employees Covered
(Detailed and specific description of department and employees covered.)

Article 2 – Hours of Work
(Scheduling arrangements to be set out in the Article)

Article 3 – Agreed Variation from the Collective Agreement
(Collective Agreement provisions to be varied.)

Article 4 – Rest Periods

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

Article 5 – Meal Periods

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

Article 6 – Local Provisions
(Local provisions related to these scheduling arrangements are to be set out in this Article and numbered in sequence.)

Term

This Agreement shall be (specify term)

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

Dates this 4 day of July, 2019.

FOR THE UNION:

Jennifer March

FOR THE HOSPITAL:

[Signature]

[Signature]

SCHEDULE "A" – WAGES

| MACKENZIE HEALTH - OPSEU CLERICAL | | | | | |
|--|----------------|----------------|----------------|----------------|----------------|
| PAY BANDS - 1.4% increase effective October 1, 2018 | | | | | |
| Job Title | Level 1 | Level 2 | Level 3 | Level 4 | Level 5 |
| Cart Replenishment Clerk | 22.11 | 22.64 | 23.21 | 23.79 | 24.40 |
| Clerk | 22.11 | 22.64 | 23.21 | 23.79 | 24.40 |
| Clerk Typist Receptionist | 22.49 | 23.28 | 24.09 | 24.93 | 25.81 |
| Departmental Secretary | 23.48 | 24.31 | 25.17 | 26.03 | 26.93 |
| Diet Clerk | 22.11 | 22.64 | 23.21 | 23.79 | 24.40 |
| Electronic Imaging Clerk | 22.11 | 22.64 | 23.21 | 23.79 | 24.40 |
| OR Scheduler | 24.47 | 25.32 | 26.21 | 27.11 | 28.08 |
| Patient Access Representative | 22.49 | 23.28 | 24.09 | 24.93 | 25.81 |
| Shipping Receiving Clerk | 22.11 | 22.64 | 23.21 | 23.79 | 24.40 |
| Unit Secretary | 22.49 | 23.28 | 24.09 | 24.93 | 25.81 |

MACKENZIE HEALTH - OPSEU CLERICAL**PAY BANDS - 1.6% increase effective October 1, 2019**

| Job Title | Level 1 | Level 2 | Level 3 | Level 4 | Level 5 |
|--------------------------------------|----------------|----------------|----------------|----------------|----------------|
| Cart Replenishment Clerk | 22.46 | 23.00 | 23.58 | 24.17 | 24.79 |
| Clerk | 22.46 | 23.00 | 23.58 | 24.17 | 24.79 |
| Clerk Typist Receptionist | 22.85 | 23.65 | 24.48 | 25.33 | 26.22 |
| Departmental Secretary | 23.86 | 24.70 | 25.57 | 26.45 | 27.36 |
| Diet Clerk | 22.46 | 23.00 | 23.58 | 24.17 | 24.79 |
| Electronic Imaging Clerk | 22.46 | 23.00 | 23.58 | 24.17 | 24.79 |
| OR Scheduler | 24.86 | 25.73 | 26.63 | 27.54 | 28.53 |
| Patient Access Representative | 22.85 | 23.65 | 24.48 | 25.33 | 26.22 |
| Shipping Receiving Clerk | 22.46 | 23.00 | 23.58 | 24.17 | 24.79 |
| Unit Secretary | 22.85 | 23.65 | 24.48 | 25.33 | 26.22 |

MACKENZIE HEALTH - OPSEU CLERICAL**PAY BANDS - 1.65% increase effective October 1, 2020**

| Job Title | Level 1 | Level 2 | Level 3 | Level 4 | Level 5 |
|--------------------------------------|----------------|----------------|----------------|----------------|----------------|
| Cart Replenishment Clerk | 22.83 | 23.38 | 23.97 | 24.57 | 25.20 |
| Clerk | 22.83 | 23.38 | 23.97 | 24.57 | 25.20 |
| Clerk Typist Receptionist | 23.23 | 24.04 | 24.88 | 25.75 | 26.65 |
| Departmental Secretary | 24.25 | 25.11 | 25.99 | 26.89 | 27.81 |
| Diet Clerk | 22.83 | 23.38 | 23.97 | 24.57 | 25.20 |
| Electronic Imaging Clerk | 22.83 | 23.38 | 23.97 | 24.57 | 25.20 |
| OR Scheduler | 25.27 | 26.15 | 27.07 | 27.99 | 29.00 |
| Patient Access Representative | 23.23 | 24.04 | 24.88 | 25.75 | 26.65 |
| Shipping Receiving Clerk | 22.83 | 23.38 | 23.97 | 24.57 | 25.20 |
| Unit Secretary | 23.23 | 24.04 | 24.88 | 25.75 | 26.65 |

WAGES

A lump sum payment is payable to all employees on staff as at August 31, 2018 on the basis of 0.7% of their straight time hourly rate per hour paid for the period from April 1, 2016 to September 30, 2017. The lump sum payment is not to be taken into account for the calculation of any other entitlement under the terms of the collective agreement (including, but not limited to, pension, percentage in lieu, vacation, SUB, etc.). The premium portion of overtime/premium pay hours does not count towards the calculation. For example, one hour at premium pay is equal to one hour paid for the purposes of this calculation. Employees on pregnancy and/or parental leave and/or disability will be credited for hours worked in an amount equal to their accumulation of seniority during such leave.

Retroactivity on wages and the lump sum payment will be provided within ninety (90) calendar days of this award.